



Town Council
Tuesday, November 8, 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: 252 284 171 452

Passcode: MghGyB

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Or call in (audio only)

[+1 469-770-0416](tel:+14697700416),,34420932# United States, Dallas

Phone Conference ID: 344 209 32#

- **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.*

PRESENTATIONS - 6:10 PM *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.*

1. 2022 Community Impact Award
2. Eagle County Gives Day Proclamation 2022
3. Eagle County Community Wildlife Roundtable Update

CONSENT AGENDA - 7:25 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 - October 25, 2022
2. Bill Pay - October 2022

STAFF REPORTS - 7:30 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. Department Update
3. Staff Open House November 15, 2022

BUSINESS ITEMS - 7:35 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Employers Council - Town of Eagle Compensation Study and Philosophy
2. PUBLIC HEARING: File #DR22-04/PPFP22-01 Habitat/3rd Street Housing
 - a. Resolution 82, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Major Development Permit, Preliminary Plan, Final Plat, and Associated Development Agreement for 747 E Third Street
3. PUBLIC HEARING: Haymeadow Metropolitan District Service Plan Amendment
 - a. Resolution 83, Series 2022 A Resolution of the Town Council of the Town of Eagle, CO Approving the First Amendment to the Service Plan for the Haymeadow Metropolitan District Nos. 1-6
4. 2023 Community Requests - Programs
5. Amendment to Use Tax Multiplier and Collection & Administration
6. PUBLIC HEARING: 2023 Budget
 - a. 2023 Fee Schedule
 - b. 2022 Supplemental and 2023 Budget Adoption

Ordinance 19, Series 2022 "An Ordinance Reappropriating Funds to the Various Funds and Spending Agencies, in the Amounts and for the Purpose as Set Forth Below for the Town of Eagle, Colorado for the 2022 Budget Year."

Ordinance 21, Series 2022 "An Ordinance Appropriating Funds to the Various Funds and Spending Agencies, in the Amounts and for the Purpose as Set Forth Below for the Town of Eagle, Colorado for the 2023 Budget Year"

Resolution 85, Series 2022 "A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Eagle, Colorado for the Calendar Year Beginning on the 1st Day of January, 2023, and Ending on the Last Day of December 2023".

7. Year Out Energy

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 9:45 PM

1. Future Agenda Items
2. Council Committee Updates

EXECUTIVE SESSION

1. EXECUTIVE SESSION: Executive session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b), regarding the Town's single-hauler trash contract.

ADJOURN - 10:00 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



To: Mayor and Town Council

From: Jenny Rakow, Town Clerk

Date: November 8, 2022

Agenda Item: Community Impact Award Winner

REQUEST: The Mayor and Town Council are requested to announce and honor this year's 2022 Community Impact Award winner.

BACKGROUND: The Town has been awarding the Community Impact Award to community members since 2014 in an effort to recognize those that have a positive impact on our community.

ANALYSIS: Solicitations for nominations took place in September of this year and we received four nominations. The individuals and businesses nominated were: Agnes Harakal and Changing Minds, Charlie Gundlach and Color Coffee Roasters, Kyle Foster and Seagull's Cycles, and Greg Osteen and Vail Valley Cares. The Council was provided the nominations and asked to make their selections via a ballot poll. The Mayor has been given the winner's name to announce during the meeting tonight. All nominees and their sponsors were invited to attend tonight's meeting.

COMMUNITY INPUT: A request for nominations was made on our website, via social media, through Eagle Today, and through various partner agencies seeking nominations.

BUDGET / STAFF IMPACT: This is a budgeted item and planned annual activity for staff.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This program was developed prior to the adoption of the Strategic Plan. However, the intent of the Community Impact Award does highlight the Foundation of the Town's values of integrity, respect, commitment, responsibility, collaboration, and leadership.

RECOMMENDED ACTION OR PROPOSED MOTION: The Mayor is requested to honor all nominees and announce the 2022 Community Impact Award winner.

ATTACHMENTS: None



OFFICIAL PROCLAMATION TOWN OF EAGLE COLORADO GIVES DAY

WHEREAS, charitable giving in Eagle County, Colorado is critical to providing support that local nonprofit organizations need to make our community a desirable place to live; and

WHEREAS, research shows an increase in online giving both locally and nationally, and many believe it is the future of philanthropy; and

WHEREAS, Community First Foundation and FirstBank have partnered in an effort to increase charitable giving in our community through the online giving initiative Colorado Gives Day; and

WHEREAS, Colorado Gives Day in 2021 raised \$55 million in a single 24-hour period via online donation and over \$2 million to Eagle County nonprofits via 4,000 individual donations at eaglecountycoloradogives.org, a website allowing donors to direct their contributions to one or more of the over 60 local Eagle County charities featured on the site, making it an ideal resource for facilitating charitable giving to our locally-based nonprofit organizations.

WHEREAS, Colorado Gives Day is Tuesday, December 6th this year, and all citizens are encouraged to participate because all donations, large or small, can make a difference to nonprofits in need.

NOW, THEREFORE, BE IT PROCLAIMED BY Mayor Scott Turnipseed and the Town Council of the Town of Eagle, Colorado THAT: Tuesday, December 6, 2022, will be known as Colorado Gives Day in our community.

ATTEST:

TOWN OF EAGLE, COLORADO

Jenny Rakow, Town Clerk

Scott Turnipseed, Mayor



The Eagle County Community Wildlife Roundtable

Eagle County Community Wildlife Roundtable

The purpose of the Eagle County Community Wildlife Roundtable is to gather a group of diverse stakeholders in the valley to understand and address issues facing wildlife populations. Together we will identify a shared vision and realistic actions to protect regional wildlife, while also ensuring that these actions are supported by the community as a whole. We want to leverage diverse values, creativity, and resources to move toward positive action and enduring solutions to the complex wildlife issues in Eagle County.



Photo by Rick Spitzer

The vision of the Eagle County Community Wildlife Roundtable is that wildlife is thriving, our community embraces the value of a diverse wildlife population and takes action to protect and enhance wildlife and their habitat for future generations.

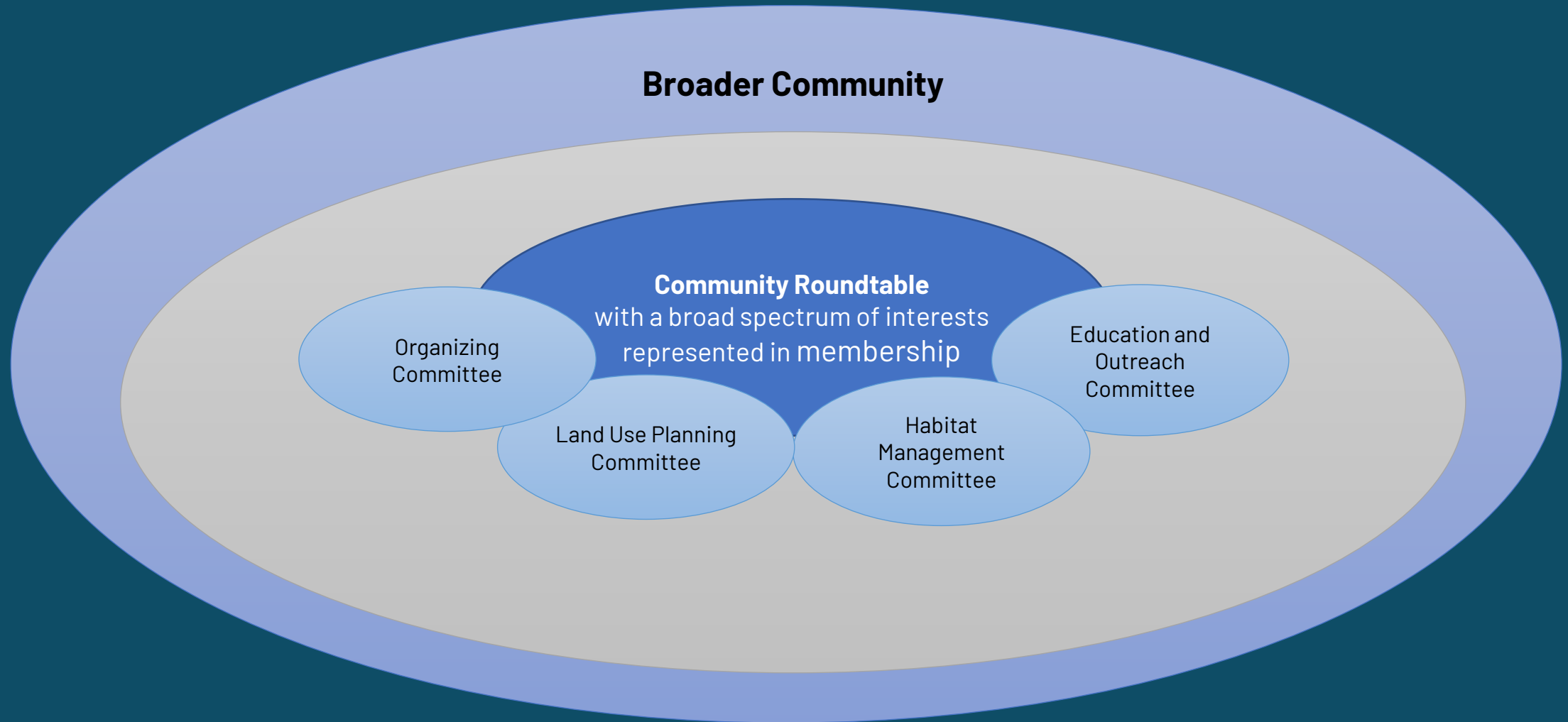
Eagle County Community Wildlife Roundtable

Policy Statement on Priority and Focus: The Eagle County Community Wildlife Roundtable focuses on achieving and maintaining healthy populations of terrestrial and avian wildlife species, protecting wildlife from habitat fragmentation and other impacts, and enhancing important habitats such as breeding and reproduction areas, movement corridors, seasonal feeding areas, and riparian wetland areas. We also emphasize conservation, coexistence, and wildlife policies that steward, enhance and protect wildlife populations in ways that are scientifically sound and supported by the community as a whole.



Photo by Rick Spitzer

Structure of the Eagle County Community Wildlife Roundtable



Priority Initiatives



Identify and prioritize desirable habitat areas for protection, restoration, conservation, and improvement



Develop criteria to prioritize habitat improvements projects



Develop the scope and resources for habitat conservation

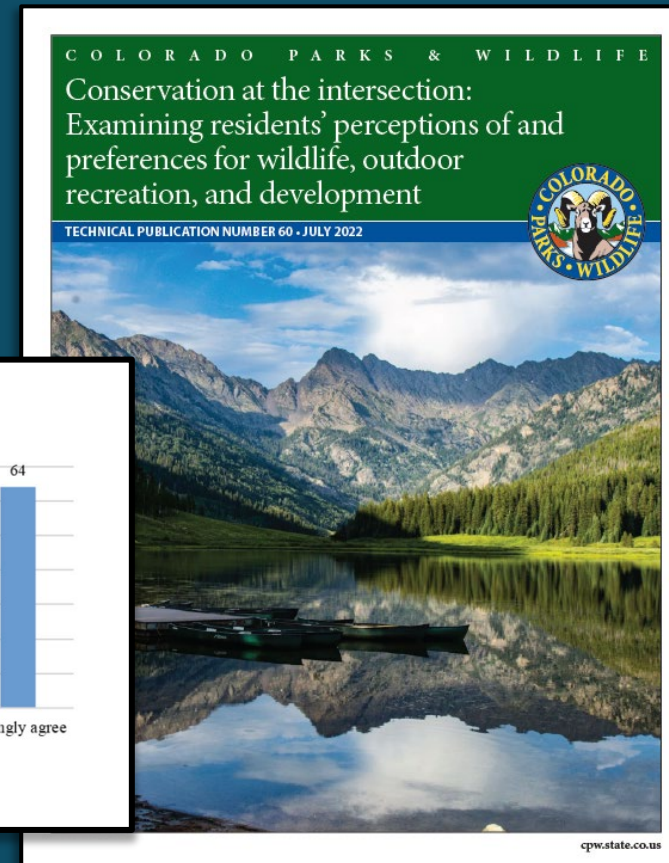
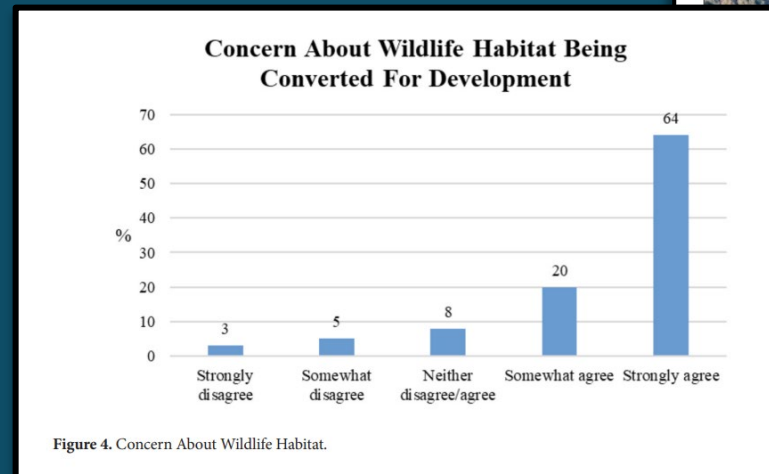
A low-angle, upward-looking photograph of a dense forest of tall evergreen trees. The scene is shrouded in a thick, white fog or mist, which fills the upper half of the frame and creates a sense of depth and mystery. The trees' branches and needles are visible in the foreground and midground, silhouetted against the lighter fog. The overall color palette is muted, with various shades of green and grey.

Eagle County Community Wildlife Roundtable: Land Use Planning Committee

The **Land Use Planning Committee** aims to encourage conscientious land-use decisions that minimize negative impacts on wildlife habitat in the valley through cooperative and creative problem-solving. The Land Use Planning Committee focuses on improving land-use policies, regulations, and decisions for the benefit of wildlife.

Committee Achievements

- Worked with Colorado Parks & Wildlife (CPW) to assess community values for wildlife and land use development via a survey



Priority Initiatives

1. Develop an inventory of existing municipal and county codes related to wildlife



Photo by Rick Spitzer

Future Goals

Develop an inventory of existing municipal and county codes related to wildlife



Review best management practices for land use policy to identify gaps in existing codes



Develop a set of policy and code recommendations for town and county consideration

Thank You

Committee Members:

Devin Duval, Jessica Foulis, Cinnamon Levi-
Flinn, Maureen Mulcahy, Rick Pylman,
Kristen Bertuglia

A background image of a dense forest with tall evergreen trees, partially obscured by a thick layer of fog or mist. The lighting is soft and diffused, creating a serene and somewhat mysterious atmosphere. The text is overlaid in the center of the image.

Eagle County Community Wildlife Roundtable:

Education/Outreach and Human/Wildlife Management Committee

The **Education/Outreach Committee and Human/Wildlife Management Committee** serves as a voice for wildlife by the front-facing committee of the ECCWR by engaging the public in Eagle County wildlife issues through education and outreach. The Education and Outreach Committee aims to increase awareness and recognition from the public on the importance of wildlife and the activities and work of the ECCWR

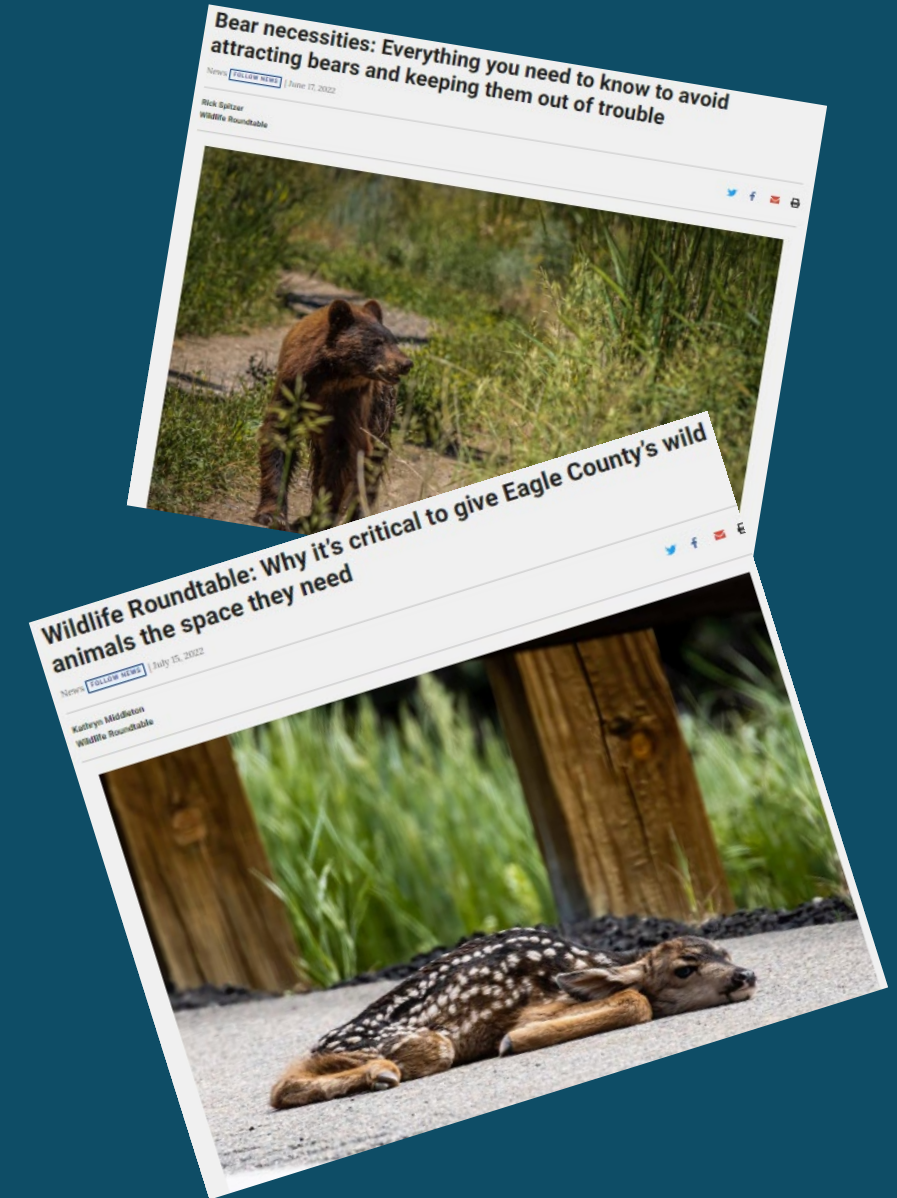
Committee Achievements

Published monthly articles on wildlife education in the Vail Daily

Established a domain name and URL with Walking Mountains "eaglecountywildlife.org"

Developed logo

Conducted community outreach events in communities with high risk of human-bear conflict



Committee Achievements



Priority Initiatives

1. Develop materials on how to reduce human-bear conflict
2. Partner with waste services to put bear-aware stickers on waste bins
3. Table events and reach out to high-risk communities to share information on the ECCWR and bear aware strategies



Draft Sticker

Future Goals

- **Expand Roundtable visibility and exposure**
- **Increase the community's awareness of wildlife issues and how they can contribute to solutions**
- **Continue publishing high-visibility articles on wildlife education**

Thank You

Committee Members:

Paul Abling, Mike Browning, Lara Carlson-Motyl, Devin Duval, Jacci McKenna, Kathryn Middleton, Rick Spitzer, Layton Stutsman, Peter Suneson

A background image of a dense forest of evergreen trees shrouded in thick fog or mist. The trees are dark green and silhouetted against a lighter, hazy background. The overall tone is muted and atmospheric.

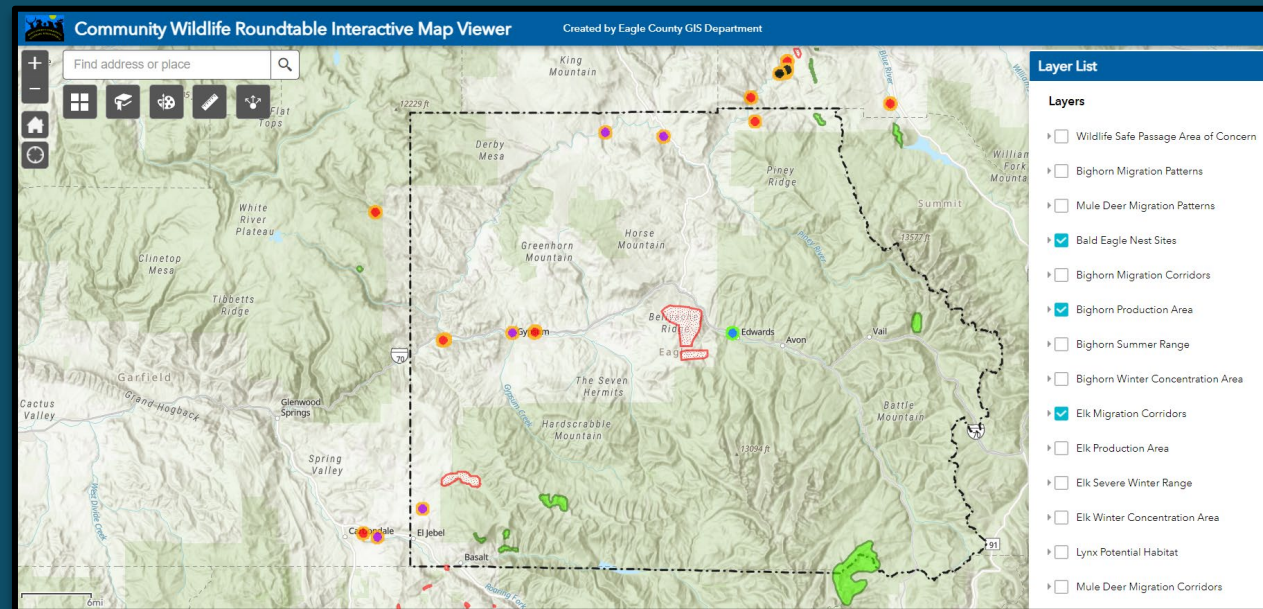
Eagle County Community Wildlife Roundtable: Habitat Management Committee

The **Habitat Management Committee** aims to assess, understand, identify, and improve wildlife habitat in the valley to ensure long term sustainability of wildlife populations. The committee will do this through providing recommendations on and support for enhancing habitat connectivity, improvements, and preservation, while being aware of plans or initiatives occurring on habitat areas.

They will also work to create on-the-ground improvements to wildlife habitat by identifying and coordinating habitat restoration and improvement projects and providing foundational information on land uses that can impact wildlife habitat.

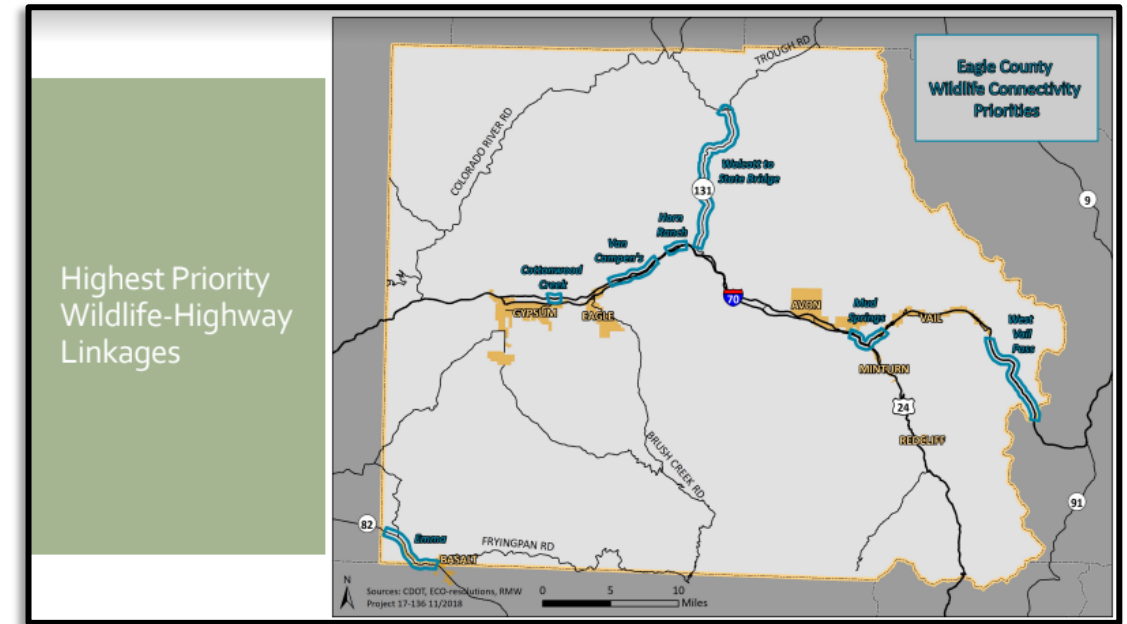
Committee Achievements

- Developed an Eagle County-wide interactive map, displaying wildlife habitat
- Created an inventory of past and ongoing habitat management improvement projects



Priority Initiatives

1. Identify opportunities to support and develop projects in the Eagle County Safe Passages Plan to improve wildlife crossings
2. Develop criteria to prioritize projects and opportunities in the Eagle County Safe Passages Plan



Future Goals

- **Promote and find funding for prioritized on-the-ground projects to improve wildlife crossings**

Thank You

Committee Members:

Kristen Bertuglia, Mike Browning, Devon DeCrausaz,
Devin Duval, Nick Jaramillo, Kim Langmaid,
Cinnamon Levi-Flinn, Jacci McKenna, Maureen
Mulcahy, Will Roush, Ernest Saeger, & Layton
Stutsman

Resource Needs

- Funding for consulting services to organize and facilitate meetings
- Ongoing staff support and capacity
 - County, city, and agency staff time dedicated in 2022 (so far):
142 Hours
- Ongoing community volunteer support and capacity
 - Community volunteer time dedicated in 2022 (so far):
135 Hours



Discussion & Feedback on Trajectory



MEETING MINUTES
Town Council
Tuesday, October 25, 2022
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

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

CALL TO ORDER - 6:00 PM

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

ROLL CALL

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

None

STAFF PRESENT

Larry Pardee, Town Manager
Elizabeth Lebuhn, Town Attorney
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Chad Phillips, Comm Dev Director/Town Planner
Tom Gosiorowski, Public Works Director
Luke Causey, Acting Interim Police Chief
Dennis Wike, Engineer
Jessica Lake, Planner
Cliff Simonton, Planner

ADOPTION OF AGENDA

There were no changes to the amended agenda.

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

PUBLIC COMMENT

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

PRESENTATIONS

1. Savannah Wolfson, House District 26 Candidate provided the Council with an introduction.

CONSENT AGENDA

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

1. Minutes - October 11, 2022

STAFF REPORTS

1. Town Manager Update

Larry Pardee Town Manager provided an update on training for council committees with CIRSA on November 9th.

BUSINESS ITEMS

1. 2023 Community Request - Programs Requests

Jill Kane Finance Director presented this item.

Council comments: requested a more focused purpose for the community funds and possibly a cap to help with expectations. Discussion on if the RTA passes, the Air Alliance funding can be removed from this fund.

Tara Novak and Jennifer Filipowski presented their request for funding for Eagle Arts.

Dan Brown from the Eagle Chamber presented his request for funding.

2. PUBLIC HEARING: 2023 Budget Presentation

Mayor opened the public hearing.

Jill Kane Finance Director presented this item and asked for specific council input on items highlighted in the Council packet.

MOTION: Councilmember Ellen Bodenhemier motioned to increase the energy rebate program with Walking Mountains Science Center to \$40,000.00. The motion was seconded and passed with a vote of 5 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, and Grimmer) and 2 opposed (Parrish and Sunday).

MOTION: Mayor Scott Turnipseed motioned to budget \$25,000.00 per year for the Eagle Valley Trail funding request for a total of \$50,000.00. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

MOTION: Mayor Scott Turnipseed motioned to budget \$20,000.00 in 2023 to fund the Downtown Development Authority. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

Mayor Scott Turnipseed opened the public hearing.

Lachie Thomas 756 Eby Creek Road. Expressed interest in the Town pursuing changes to the river park to increase usage during low flow and extend the season. Provided Salida as an example.

Farm St. John 510 Howard Street. Expressed appreciation for the River Park.

Council comments: would like staff to look at the maintenance agreement with S2O and continue with the installation of planned rapid blocks.

3. Resolution No. 76 (Series Of 2022) A Resolution Of The Town Council Of The Town Of Eagle, Colorado Approving A Consent To Assignment For Reserve At Hockett Gulch

Chad Phillips Community Development Director presented this item.

MOTION: Councilmember Janet Bartnik motioned to approve Resolution No. 76 (Series Of 2022) A Resolution

Of The Town Council Of The Town Of Eagle, Colorado Approving A Consent To Assignment For Reserve At Hockett Gulch. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:40 PM

1. Future Agenda Items

Council Member Bodenhemier would like to review the River Park to ensure we are investing properly.

Council Member Grimmer would like to have the CC4CA presentation on the next agenda.

Council Member Bartnik requested a joint work session with Mountain Recreation on the Haymaker master plan and the pool. The tentative date is November 15th.

Council Member Grimmer would like regional collaboration on transportation with Gypsum, i.e. skate park.

2. Council Committee Updates

Council Member Bodenhemier received a compliment about the work OSRAC is doing.

3. Meeting Dates for Remainder of 2022

The Council agreed to cancel the second meeting in November and December.

ADJOURN - 7:50 PM

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

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
OCTOBER 2022**

GENERAL FUND

Town Council

CEBT	Health & Insurance Benefits	18.00
Signature Signs Inc	Office Supplies	56.00
Grimmer, Geoffrey	Travel Expense	251.25
Encore Electric Inc	Special Council Funding	28,389.00
Eagle Climbing + Fitness, LLC	Community Requests	367.00
Rocky Mountain Shooters HS Rodeo	Community Requests	856.00
Total Town Council		\$ 29,937.25

General Government

CEBT	Health & Life Ins. Payable	809.95
Rocky Mountain Reserve	Health Insurance Claims Paid	19.61
Standard Insurance Company	Health & Life Ins. Payable	35.55
Cintas Corporation	Office Supplies	17.88
Costco	Office Supplies	5.93
Staples	Office Supplies	19.99
United Language Group Inc	Election Expense	216.12
Mountain Careers	Recruitment	79.50
North Coast	Meeting Expense	(3.07)
Total General Government		\$ 1,201.46

General Administration

Eagle County Housing & Dev. Authority	Utility Overpayment Refund	24.66
Trotter, Thomas & Jill	Utility Overpayment Refund	436.72
Valas, Paul	Utility Overpayment Refund	587.26
Amazon	Accounts Receivable	(79.90)
Go Daddy	Accounts Receivable	71.88
White Water Express Carwash	Accounts Receivable	240.30
Greater Eagle Fire Protection Dist.	Fire Impact Fees Payable	58,218.98
Colorado State Treasurer	State Unemployment Payable	2,417.81
Family Support Registry	Misc. Deductions Payable	146.76
Buddy Werner	Facility Usage Deposit Refund	750.00
Eagle County Democrats	Facility Usage Deposit Refund	750.00
Landeros, Dackssiry	Facility Usage Deposit Refund	375.00
Palacios, Ma Carmen	Facility Usage Deposit Refund	375.00
Rodarte-Valles, Raymundo	Facility Usage Deposit Refund	750.00
Cater, Liam	Building Permit Refund	5,029.64
Sweet Mustache LLC	Sign Permit Refund	50.00
Palacios, Ma Carmen	Insurance Overpayment Refund	15.45
CEBT	Health & Life Ins. Payable	4,779.22
Rocky Mountain Reserve	Health Insurance Claims Paid	173.73
Standard Insurance Company	Health & Life Ins. Payable	114.68
Amazon	Office Supplies	107.62

General Administration (Cont.)

Cintas Corporation	Office Supplies	101.32
Costco	Office Supplies	33.55
Gypsum Eagle Ace Hardware	Office Supplies	8.59
Staples	Office Supplies	19.99
Amazon	Equipment	892.78
Petals Of Provence	Employee Appreciation	118.00
Pitney Bowes Global Financial Services	Communication & Shipping	65.82
Column Software, PBC	Legal Notices	41.08
Colorado Municipal Clerks Assoc.	Dues & Subscriptions	130.00
Government Finance Officers Association	Dues & Subscriptions	150.00
Mail Chimp	Dues & Subscriptions	73.99
Chase Paymentech	C.C. Transaction Fees	59.10
Forte Payments	C.C. Transaction Fees	242.15
Xpress Bill Pay	C.C. Transaction Fees	28.77
Employer's Council Services, Inc.	Professional Services	466.18
Gov OS, Inc.	Computer Support	833.34
Xpress Bill Pay	Computer Support	50.00
King Soopers Customer Charges	Meeting Expense	32.34
Red Canyon Café	Meeting Expense	41.40
Cirsa	Insurance - Pavilion	1,314.42
Total General Administration		\$ 80,037.63

Community Development

CEBT	Health & Life Ins. Payable	8,094.78
Rocky Mountain Reserve	Health Insurance Claims Paid	196.08
Standard Insurance Company	Health & Life Ins. Payable	304.20
Signature Signs Inc	Office Supplies	14.00
Staples	Office Supplies	19.99
Fleet Services	Gas & Oil	60.96
Versa Products	Equipment (Non-Capital)	619.00
Certified Mail Envelopes	Communication & Shipping	640.68
Colorado Mtn. News Media	Recruitment	684.60
Forensic Truth Verification Group Inc	Recruitment	150.00
True To Course LLC	Recruitment	700.00
Baseline Engineering Corporation	Professional Services	1,638.75
Clarion Associates, LLC	Professional Services	15,479.80
Economic & Planning Systems, Inc.	Professional Services	10,995.00
JHW Plan Review Services	Professional Services	11,250.00
McCool Development Solutions, LLC	Professional Services	1,628.00
Transcultural LLC	Professional Services	130.00
Garfield & Hecht, P.C.	Planning Reimbursable	3,302.50
McCool Development Solutions, LLC	Planning Reimbursable	1,776.00
Quenon Engineering And Surveying	Planning Reimbursable	500.00
Garfield & Hecht, P.C.	Legal	53.00
Filipowski, Jennifer	Travel Expense	108.75
River Mountain Lodge	Communication & Shipping	450.89

Community Development (Cont.)

Pazzo's Pizzeria	Meeting Expense	152.00
Paper Wise	Contract Services	70.00
Total Community Development		\$ 59,018.98

Municipal Court

CEBT	Health & Life Ins. Payable	243.08
Rocky Mountain Reserve	Health Insurance Claims Paid	5.88
Standard Insurance Company	Health & Life Ins. Payable	6.82
Gran Farnum Printing	Operating Supplies	212.00
Gran Farnum Printing	Communication & Shipping	17.00
Carlson, Edwards & O'Connor P.C.	Legal	1,500.00
CAMCA	Tuition & Books	150.00
Johnson, Erik A.	Contract Payments	750.00
Total Municipal Court		\$ 2,884.78

Streets

CEBT	Health & Life Ins. Payable	6,242.14
Rocky Mountain Reserve	Health Insurance Claims Paid	219.61
Standard Insurance Company	Health & Life Ins. Payable	245.24
Cintas Corporation	Office Supplies	70.87
Quill Corporation	Office Supplies	65.14
Berge, Konur	Uniforms	179.99
Econo Sign & Barricade LLC	Repair & Maintenance Supplies	233.60
Grainger	Repair & Maintenance Supplies	448.92
Mid-American Research Chemical	Repair & Maintenance Supplies	4,589.00
United Rentals (North America) Inc	Repair & Maintenance Supplies	149.17
Whitehall's Alpine BG	Repair & Maintenance Supplies	252.06
Wylaco Supply Co	Street Repair & Mtn Supplies	41.90
Collett Enterprises	Gas & Oil	1,023.93
Fleet Services	Gas & Oil	1,333.73
Econo Sign & Barricade LLC	Communication & Shipping	38.60
Mid-American Research Chemical	Communication & Shipping	443.13
Holy Cross Energy	Utility Services	2,529.24
Colorado Mtn. News Media	Recruitment	623.47
Ceres Landcare	Tree Management-Comm Forestry	3,177.50
G H Daniels III & Associates	Tree Management-Comm Forestry	3,374.21
Caterpillar Financial Services	Winter Snow Equipment Rental	29,356.89
Pazzo's Pizzeria	Meeting Expense	26.94
MCC Drug & Alcohol Screening	CDL Testing	186.60
Total Streets		\$ • 55,351.88

Public Safety

CEBT	Health & Life Ins. Payable	25,023.47
Rocky Mountain Reserve	Health Insurance Claims Paid	547.04
Standard Insurance Company	Health & Life Ins. Payable	639.42
Amazon	Office Supplies	98.34

Public Safety (Cont.)

Vista Print	Office Supplies	200.00
Walmart	Office Supplies	26.19
4-Imprint	Operating Supplies	250.00
Galls, LLC	Operating Supplies	119.96
Positive Promotions	Operating Supplies	622.25
Walmart	Operating Supplies	70.00
Auto Zone, Inc	Vehicle Repair & Maintenance Supplies	190.50
Eagle County Fleet Service	Vehicle Repair & Maintenance Supplies	2,449.87
Eagle Valley Autobody, LLC	Vehicle Repair & Maintenance Supplies	290.87
Fas-Break Auto Glass	Vehicle Repair & Maintenance Supplies	869.63
Fleet Services	Gas & Oil	4,240.66
4-Imprint	Communication & Shipping	23.62
Galls, LLC	Communication & Shipping	1.99
Positive Promotions	Communication & Shipping	71.56
USPS	Communication & Shipping	37.05
Vista Print	Communication & Shipping	73.49
Walmart	Communication & Shipping	4.00
AT&T Mobility	Utility Services	719.60
Batson's Corner Store	Recruitment	16.56
Bos, Derek	Recruitment	395.25
Forensic Truth Verification Group Inc	Recruitment	150.00
Grand Avenue Grill	Recruitment	14.73
Indeed	Recruitment	292.99
King Soopers Customer Charges	Recruitment	20.77
Lofton, Jeffrey	Recruitment	750.00
Lopez, Aaron	Recruitment	302.56
Quality Inn & Suites	Recruitment	149.39
Red Canyon Café	Recruitment	137.86
True To Course LLC	Recruitment	4,300.00
Eagle County Fleet Service	Repair & Maintenance Services	1,400.21
Eagle County Paramedic Services	Repair & Maintenance Services	375.00
Eagle Valley Autobody, LLC	Repair & Maintenance Services	255.00
Fas-Break Auto Glass	Repair & Maintenance Services	150.00
White Water Express Carwash	Repair & Maintenance Services	127.05
Wendy's	Meeting Expense	27.45
American Red Cross	Training & Travel Grants	31.50
University Of Denver	Training & Travel - Grants	4,000.00
Dolan Consulting Group LLC	Tuition & Books	95.00
PRI Management Group	Tuition & Books	453.25
Eagle County Animal Control	Animal Control	5,270.00
Transunion Risk & Alternative Data Solut	Contract Payments	100.00
Total Public Safety		\$ 55,384.08

Buildings & Grounds

Pinnacol Assurance	Worker's Compensation Deductible	500.00
CEBT	Health & Life Ins. Payable	6,020.61

Buildings & Grounds (Cont.)

Rocky Mountain Reserve	Health Insurance Claims Paid	180.39
Standard Insurance Company	Health & Life Ins. Payable	162.92
Cintas Corporation	Office Supplies	70.87
Quill Corporation	Office Supplies	65.13
A To Z Recreation, LLC	Repair & Maintenance Supplies	1,582.00
Alpine Lumber Co.	Repair & Maintenance Supplies	192.69
G & S Tool Clinic, LLC	Repair & Maintenance Supplies	75.99
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	234.69
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	194.84
The Sherwin-Williams Company	Repair & Maintenance Supplies	5.94
Collett Enterprises	Gas & Oil	1,023.92
Fleet Services	Gas & Oil	1,013.88
Home Depot Pro	Janitorial Supplies	1,326.76
A To Z Recreation, LLC	Communication & Shipping	670.00
Black Hills Energy	Utility Services	961.67
Holy Cross Energy	Utility Services	4,815.95
Jerry-master Janitorial	Janitorial Maintenance Contracts	4,316.00
G H Daniels III & Associates	Repair & Maintenance Services	3,784.00
Mountain Pest Control, Inc.	Repair & Maintenance Services	80.00
Rod's Painting Inc	Repair & Maintenance Services	1,800.00
Skyline Mechanical, Inc.	Repair & Maintenance Services	494.50
Sno-White Linen Rental	Repair & Maintenance Services	138.04
Vail Honeywagon	Repair & Maintenance Services	94.84
Venzor Carpet Cleaning	Repair & Maintenance Services	388.88
Pazzo's Pizzeria	Meeting Expense	26.94
G H Daniels III & Associates	Contract Payments	5,000.00
TK Elevator Corp.	Contract Payments	703.85
Total Buildings & Grounds		\$ 35,925.30

Information Center

CEBT	Health & Insurance Benefits	6.00
Total Information Center		\$ 6.00

Marketing & Events

CEBT	Health & Life Ins. Payable	2,212.89
Rocky Mountain Reserve	Health Insurance Claims Paid	62.75
Standard Insurance Company	Health & Life Ins. Payable	63.46
Amazon	Office Supplies	6.29
Amazon	Operating Supplies	266.60
Costco	Operating Supplies	58.95
Signature Signs Inc	Promotional Materials	130.00
Walmart	Operating Supplies	32.96
JB T-Shirts Silkscreen & Embroidery	Uniforms	40.00
Apple.Com	Dues & Subscriptions	10.88
Canva	Computer Support	12.99
Formstack	Computer Support	1,289.00

Marketing & Events (Cont.)

Roam Eagle	Media	89.74
Color Coffee Roasters	Meeting Expense	12.54
Grand Avenue Grill	Meeting Expense	36.89
Pazzo's Pizzeria	Meeting Expense	71.60
Yeti's Grind	Meeting Expense	13.70
Dot Zero Multimedia	Marketing - Website	200.00
Vail Valley Partnership	Tuition & Books	100.00
MS LLC/Dippin Dots	Event Production	119.00
World Centric	Event Production	157.96
Total Marketing & Events		\$ 4,988.20

Engineering

CEBT	Health & Life Ins. Payable	3,872.14
Rocky Mountain Reserve	Health Insurance Claims Paid	87.58
Standard Insurance Company	Health & Life Ins. Payable	116.87
Cintas Corporation	Office Supplies	70.88
Quill Corporation	Office Supplies	65.15
Fleet Services	Gas & Oil	148.06
Pazzo's Pizzeria	Meeting Expense	26.94
Total Engineering		\$ 4,387.62

Information Technology

CEBT	Health & Life Ins. Payable	621.31
Rocky Mountain Reserve	Health Insurance Claims Paid	30.20
Standard Insurance Company	Health & Life Ins. Payable	42.47
Ace Hardware	Equipment	243.98
Amazon	Equipment	523.13
SHI International Corp	Equipment (Non-Capital)	3,774.57
Century Link	Utility Services	1,477.58
Verizon Wireless, Bellevue	Utility Services	797.31
Aspen Wireless Technologies, Inc.	Computer Support	3,289.00
Mammoth Networks	Computer Support	1,280.00
Performance Enhancements, Inc.	Computer Support	14,903.42
SHI International Corp	Computer Support	762.30
TEC Integration, Inc.	Computer Support	200.00
Eagle Diner	Meeting Expense	63.50
Professional Document Solutions, Inc.	Contract Payments	417.69
Xerox Financial Services LLC	Contract Payments	2,876.10
Total Information Technology		\$ 31,302.56

Total GENERAL FUND **\$ 359,925.74**

CAPITAL IMPROVEMENTS FUND

Cater, Liam	Use Tax Refund	22,800.00
Ace Hardware	Council Room AV Upgrades	7.98
Amazon	Council Room AV Upgrades	684.68

CAPITAL IMPROVEMENTS FUND (Cont.)

Flying Shoe Arts Inc	Public Art	8,403.37
Zehren And Associates, Inc	Grand Avenue Improvements	2,158.05
Motorola Solutions	Patrol Vehicles	13,460.64
Total CAPITAL IMPROVEMENTS FUND		\$ 47,514.72

WASTE WATER FUND

CEBT	Health & Life Ins. Payable	7,361.00
Rocky Mountain Reserve	Health Insurance Claims Paid	209.54
Standard Insurance Company	Health & Life Ins. Payable	240.22
Cintas Corporation	Office Supplies	70.89
Fastenal Company	Office Supplies	69.12
Quill Corporation	Office Supplies	65.15
Polydyne Inc.	Operating Supplies	11,385.00
Eagle Embroidery Inc.	Uniforms	300.00
Fastenal Company	Uniforms	1,599.06
Tractor Supply Company	Uniforms	218.48
Alpine Lumber Co.	Repair & Maintenance Supplies	160.91
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	112.00
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	81.68
Rexel USA, Inc	Repair & Maintenance Supplies	102.22
USA Blue Book	Repair & Maintenance Supplies	1,349.05
Water Technology Group	Repair & Maintenance Supplies	11,802.00
Fleet Services	Gas & Oil	223.94
106 West Logistics	Communication & Shipping	200.00
Alpine Lumber Co.	Communication & Shipping	0.29
Federal Express Corp.	Communication & Shipping	1,772.24
Nexttrust Inc	Communication & Shipping	379.16
USA Blue Book	Communication & Shipping	105.19
Water Technology Group	Communication & Shipping	597.12
Black Hills Energy	Utility Services	218.66
Holy Cross Energy	Utility Services	10,203.64
Chase Paymentech	C.C. Transaction Fees	769.15
Xpress Bill Pay	C.C. Transaction Fees	316.49
LRE Water	Engineering	5,099.25
Denali Water Solutions LLC	Sludge Disposal	5,965.25
American Mechanical Services	Repair & Maintenance Services	281.00
Browns Hill Engineering	Repair & Maintenance Services	280.00
Eagle County Solid Waste & Recycling	Repair & Maintenance Services	235.27
Eagle River Water & Sanitation District	Testing & Permits	4,755.00
SGS North America Inc	Testing & Permits	1,805.43
Pazzo's Pizzeria	Meeting Expense	26.94
Colo Cert Water Professionals	Tuition & Books	50.00
Rocky Mtn Water Environment Assn	Tuition & Books	350.00
American Mechanical Services	Contract Payments	808.00
Colorado Energy Systems	Contract Payments	1,585.03
Intermountain Systems	Contract Payments	832.52

WASTE WATER FUND (Cont.)

Colo Water Resources & Power Dev Auth.	CWRPDA Loan Payment	32,607.04
Colo Water Resources & Power Dev Auth.	Debt Service Interest	6,785.82
Total WASTE WATER FUND		\$ 111,378.75

WATER FUND

CEBT	Health & Life Ins. Payable	8,358.36
Rocky Mountain Reserve	Health Insurance Claims Paid	222.88
Standard Insurance Company	Health & Life Ins. Payable	258.07
Cintas Corporation	Office Supplies	70.88
Quill Corporation	Office Supplies	65.15
DPC Industries, Inc.	Operating Supplies	5,764.91
Gypsum Eagle Ace Hardware	Operating Supplies	956.34
USA Blue Book	Operating Supplies	1,638.96
Eagle Embroidery Inc.	Uniforms	255.00
Tractor Supply Company	Uniforms	218.47
Amazon	Repair & Maintenance Supplies	259.13
Ewing Trucking And Construction LLC	Repair & Maintenance Supplies	250.00
Grainger	Repair & Maintenance Supplies	385.84
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	156.15
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	341.67
White Peak Home Solutions	Repair & Maintenance Supplies	568.44
Fleet Services	Gas & Oil	255.43
CH Diagnostic & Consulting Ser, Inc	Communication & Shipping	40.00
Federal Express Corp.	Communication & Shipping	218.33
Nexttrust Inc	Communication & Shipping	379.17
United Parcel Service, Inc.	Communication & Shipping	357.36
USA Blue Book	Communication & Shipping	70.32
ISI - Envision	Dues & Subscriptions	50.00
AmeriGas	Utility Services	61.60
Black Hills Energy	Utility Services	28.86
Holy Cross Energy	Utility Services	15,632.79
Mountain Careers	Recruitment	79.50
Chase Paymentech	C.C. Transaction Fees	1,289.47
Xpress Bill Pay	C.C. Transaction Fees	527.49
Garfield & Hecht, P.C.	Legal	9.50
LRE Water	Engineering	19,393.90
Mott MacDonald	Engineering	9,277.50
Browns Hill Engineering	Repair & Maintenance Services	210.00
Cummins Sales And Service	Repair & Maintenance Services	1,393.01
Ewing Trucking And Construction LLC	Repair & Maintenance Services	10,172.50
Outdoor Services Inc	Repair & Maintenance Services	1,000.00
Vail Honeywagon	Repair & Maintenance Services	170.43
Water Technology Group	Repair & Maintenance Services	3,492.50
White Peak Home Solutions	Repair & Maintenance Services	5,992.00
CH Diagnostic & Consulting Ser, Inc	Testing & Permits	590.00
Colo Dept Of Public Health & Environment	Testing & Permits	33.00

WATER FUND (Cont.)

Eagle River Water & Sanitation District	Testing & Permits	750.00
SGS North America Inc	Testing & Permits	1,614.25
Pazzo's Pizzeria	Meeting Expense	26.94
Colo Cert Water Professionals	Tuition & Books	50.00
Rocky Mtn Water Environment Assn	Tuition & Books	300.00
Hach Company	Contract Payments	31,361.00
Mott MacDonald	Tank Replacement	19,769.50
Total WATER FUND		\$ 144,366.60

REFUSE FUND

CEBT	Health & Insurance Benefits	2.00
Gypsum Eagle Ace Hardware	Operating Supplies	44.99
Nexttrust Inc	Communication & Shipping	379.17
Chase Paymentech	C.C. Transaction Fees	180.97
Xpress Bill Pay	C.C. Transaction Fees	76.73
Safety-Kleen Systems, Inc.	Repair & Maintenance Service	302.03
Vail Honeywagon	Repair & Maintenance Service	429.73
Vail Honeywagon	Contract Services	52,122.65
Total REFUSE FUND		\$ 53,538.27

STORMWATER FUND

Chase Paymentech	C.C. Transaction Fees	22.63
Xpress Bill Pay	C.C. Transaction Fees	9.59
Total STORMWATER FUND		\$ 32.22

SALES TAX CAPITAL IMPROVEMENTS FUND

S2O Design & Engineering	River Park Improvements	11,000.00
Zehren And Associates, Inc	River Park Improvements	361.63
Total SALES TAX CAPITAL IMPROVEMENTS FUND		\$ 11,361.63

CONSERVATION TRUST FUND

SE Group	Professional Services	16.99
Total CONSERVATION TRUST FUND		\$ 16.99

OPEN SPACE FUND

CEBT	Health & Life Ins. Payable	1,069.09
Rocky Mountain Reserve	Health Insurance Claims Paid	44.71
Standard Insurance Company	Health & Life Ins. Payable	58.15
Alpine Lumber Co.	Repair & Maintenance Supplies	37.09
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	134.57
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies	286.50
Fleet Services	Gas & Oil	156.26
Black Diamond Enterprises Inc	Equipment (Non-Capital)	1,517.50
Column Software, PBC	Legal Notices	24.99
Two Valley Tire LLC	Repair & Maintenance Services	580.00
Vail Honeywagon	Repair & Maintenance Services	311.48

OPEN SPACE FUND (Cont.)

Vail Valley Mountain Trails Alliance	Trail Repair & Maintenance	10,125.92
Mountain Pest Control, Inc.	Weed & Pest Control	490.00
Outdoor Services Inc	Weed & Pest Control	4,500.00
Lieberman, Brian	Travel	151.25
Lucas, Halsey	Travel	147.50
Colo Open Space Alliance	Tuition & Books	200.00
Alpine Lumber Co.	Trail Construction	1,166.65
Total OPEN SPACE FUND		\$ 21,001.66

DDA FUND

Colibri Digital LLC	Professional Services	3,074.00
Total DDA FUND		\$ 3,074.00

TOTAL	\$ 752,210.58
PAYROLL	\$ 383,386.62
GRAND TOTAL	\$ 1,135,597.20



To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: November 8th, 2022
Re: Town Manager Report

Economic Development

- *Economic & Planning Systems, Inc. (EPS)* has submitted their draft updated Economic Development Plan proposal to the Town. We are currently reviewing the draft proposal. This proposal is directly linked to Our Town Major Objectives - *Stimulate Economic Vitality and Development* and *Strategic Goal: Develop a comprehensive strategy for economic vitality.*
- I reached out and have been in contact through email with Executive Director Clark Anderson with *Community Builders* organization who is working on the economic community dashboard and will be assisting us to prepare a new community survey to go out. These two are items directly linked to Our Town Major Objectives - *Stimulate Economic Vitality and Development* and *Strategic Goal: Create a survey for local businesses to ask what support they need to thrive and then begin to connect them to resources.*
- Michelle Morgan and I met Friday, November 4th, 2022, we continue discussing ways the Town and Chamber can better assist each other as we prepare to move into 2023. Also, we discussed and look for opportunities to clarify roles and responsibilities for with all boards, committees, and the Town.
- Economic Vitality Committee (EVC) Mick Daly and I met on Monday, November 7th to review the draft agenda for EVC's next scheduled meeting on Monday, November 21st, 2022.
- Downtown Development Authority (DDA) members and I met Monday, October 31st to review the draft DDA's Partnership Summit scheduled for Wednesday, November 2nd. The Summit went well, the agenda outlined areas briefly discussed – DDA Plan of Development, Case Study - Town to DDA Collaboration, Work Plan, Town & DDA Collaboration, how the DDA uses TIF, and Tax Increment Finance Projections.

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

- On November 9, 2022, CIRSA Effective Governance and Liability for Appointed Officials – Presented by Sam Light, CIRSA General Counsel. Role of Appointed Officials, Organizational Structure and Liability, the Town's Committee Structure, Effective Board and Staff Relations, Transparency in Government – Open Meetings/Open Records, Best Practices for Effective Meetings, Ethics and Personal Conduct, and Embracing Wise Leadership.
- Jennifer Collins and I continue to exchange emails on trash, single-stream recycling, and compost options for the Town of Eagle.
- Mike Imhoff, from the Vail Valley Foundation (VVF) – will be hosting our next Affordable Housing Initiative discussion scheduled for Wednesday, December 7th to continue looking at potential Eagle

County local communities to master plan a county-wide regional approach to current and future workforce housing opportunities. They requested all communities submit their current zoning development potential and Town-owned property inventory ideas as a starting point to begin building a database to collaborate partnerships with. Also, VVF noted they excel at convening and building Public, Private, and Non-Profit partnerships to accomplish large community-scale goals. More information to come from these discussions going forward.

Administration & Organization

- We have set up interviews first week of November with three applicants for the Assistant Town Manager opening.
- Listened in the CML Training - Hybrid Workgroup: Plastic Pollution Reduction Act along with Jill Kane Wednesday, November 2, 2022.
- The Town continues hosting Stay Interviews with staff to work on organization retention, and satisfaction and to identify professional aspirations and leadership goals, to raise employees' levels of engagement and retention. (Previously reported on September 27th)
- The Town Hall building will be hosting Butterfly Art in the gallery. The mural was funded in part by the Town of Eagle to help reduce the stigma around suicide. (Previously reported on September 27th)
- Town Staff are hosting an Open House on November 15th from 12 pm to 2 pm. The council and public are invited to enjoy refreshments and meet department staff in a casual meeting scenario to “Ask Us Anything.” We hope you can stop by.

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
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)	
September 6, 2022 (DELIVERED)	Discuss Recommendations from the Housing Assessment
October 4, 2022 (DELIVERED)	2023 –2027 Capital Improvement Plan – Work Session
October 11 th , 2022 (COMPLETED)	Public Hearing: 2023 budget presentation – Operating
October 25 th , 2022 (COMPLETED)	Public Hearing: 2023 budget presentation – Capital improvements Plan
November 1 st , 2022	Economic Planning Systems Final Housing Assessment Report
November 8 th , 2022	Final Public Hearing – Adoption of the 2023 Budget
November 22 nd , 2022 (No Meeting Scheduled)	
December 6 th , 2022	River Park
December 13 th , 2022	Regular Council Meeting

December 27 th , 2022 (No Meeting Scheduled)	
Request for Additional Work Sessions	Topic



To: Mayor and Town Council
From: Larry Pardee, Town Manager, and Department Leads
Date: November 8, 2022
Re: Department Updates for October 2022

FINANCE DEPARTMENT

October 2022

Administration/Financial:

- **Conservation Trust Fund** – Completed annual registration for the Conservation Trust Fund
- **Meetings:**
 - **Use Tax** – Finance staff met with Community Development staff, Town Manager, and Mayor Turnipseed to discuss the Town's calculation of use Tax. We discussed potentially updating the Town's multiplier to be more aligned with today's construction costs. The Town utilizes the International Code Council's (ICC) valuation rates for cost per square foot for the estimation of use tax. Since the ICC is a national average, the Town uses a multiplier of 1.2 since the cost of construction in Eagle is significantly higher than the national average. In review of the Town's current cost of construction and our calculation, the Town's valuation calculation estimates with a 1.2 multiplier are still below market. Staff will be presenting an adjustment to Council during the November 8th meeting.
 - **DDA** – Finance attended the October DDA meeting
 - **COLOTRUST** – Finance met with Dylana Gross, our COLOTRUST Relationship Manager to discuss upcoming Town projects. We also discussed their new EDGE product designed for reserve fund balances. It is a more stable interest rate and allows governments to obtain higher interest during period of low interest rates (I.e. during COVID when the Town's interest rates fell to low of 0.0351%). This product is meant to be held on a more long-term basis and has Intermediate liquidity compared to the COLOTRUST Plus+ product that the Town utilizes for the Town's reserves. However, currently COLOTRUST Plus+ is earning a higher interest rate (3.3343%) than EDGE (2.9194). Staff will continue review on an ongoing basis.
 - **Haymeadow Metro District Debt Ceiling** – Finance met with Community Development, Public works, and Town Manager to discuss Haymeadow Metro District's request and presentation to Council.
 - **Broadband** – Finance met with IT Manager and Town Manager to discuss future Broadband proposal.

Budget:

- Finance continued working on finalizing the budget and 2023-2027 Capital Improvement Plan
- Staff continued work on the 2023 fee schedule which will be presented to Council on Nov. 8th and finalized for approval on December 13th
- Upcoming Schedule:
 - November 8th – Public Hearing: Adoption of the 2023 Budget
 - December 14th – Certification of the 2023 Mill Levy and Fee Schedule Adoption
 - December 31st – Final Budget books with all attachments will be delivered to Staff and Council
 - January 31st – Deadline for Certified copy of the adopted budget filed with the State

Debt Service:

- Scheduled 11/1/2022 – 2011 Wastewater Loan Payment - \$39,393 (Last Pmt 2031)
- Completed annual compliance reporting for 2013 Water Fund Bond

Payroll/HR:

- Completed Stay Interviews with Finance Staff
- Met with HR Manager and Town Manager to discuss 2023 Compensation and Benefits changes
- Completed 3rd Quarter Unemployment Tax Report
- Completed 3rd Quarter 941 Report
- Positions changes in payroll
 - No new hires in October
 - 1 Terminations: B&G Seasonal Maintenance Tech

Training:

- IT Lunch & Learn – Office 365 (October 27th)

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID							
	2018	2019	2020	2021	2022	VARIANCE FROM PY	
JANUARY	258	303	205	230	249	19	8%
FEBRUARY	272	254	237	217	254	37	17%
MARCH	304	326	234	247	243	(4)	-2%
APRIL	299	215	137	214	331	117	55%
MAY	260	275	162	260	269	9	3%
JUNE	151	298	221	400	398	(2)	-1%
JULY	460	414	314	239	329	90	38%
AUGUST	415	220	241	243	255	12	5%
SEPTEMBER	257	306	92	218	222	4	2%
OCTOBER	241	296	371	234	301	67	29%
YEAR TO DATE	2,917	2,907	2,214	2,502	2,851	349	14%

Utilities:

- Property Transfers – 5
- New Account Set Up – 1
- Red Tags – 22
- Shut Offs – 2
- YTD Water Usage is down over prior 3-year average

Water Usage (In Thousands)				
MONTH	PRIOR 3 YEAR AVERAGE	2022	CHANGE OVER AVERAGE	
JANUARY	17,686	16,602	(1,084)	-6%
FEBRUARY	15,691	14,503	(1,188)	-8%
MARCH	15,481	16,436	955	6%
APRIL	16,374	14,988	(1,386)	-8%
MAY	26,085	24,859	(1,226)	-5%
JUNE	53,163	51,373	(1,790)	-3%
JULY	57,665	54,700	(2,965)	-5%
AUGUST	64,354	54,510	(9,844)	-15%
SEPTEMBER	57,512	56,490	(1,022)	-2%
OCTOBER	30,693	28,272	(2,421)	-8%
TOTAL YTD	354,703	332,733	(21,970)	-6%

Town Council Department**Budget to Actual:**

TOWN OF EAGLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN COUNCIL</u>					
10-49-110 SALARIES & WAGES	3,800.00	38,000.00	45,800.00	7,800.00	83.3
10-49-142 WORKERS COMPENSATION	.00	41.17	59.00	17.83	69.8
10-49-143 HEALTH & INSURANCE BENEFITS	18.00	180.00	168.00	(12.00)	107.1
10-49-144 FICA - EMPLOYER'S	290.70	2,907.00	3,488.00	581.00	83.3
10-49-210 OFFICE SUPPLIES	56.00	56.00	.00	(56.00)	.0
10-49-310 COMMUNICATION & SHIPPING	.00	5.99	.00	(5.99)	.0
10-49-320 LEGAL NOTICES	.00	.00	300.00	300.00	.0
10-49-347 PROFESSIONAL SERVICES	.00	3,500.00	.00	(3,500.00)	.0
10-49-371 TRAVEL EXPENSE	251.25	251.25	1,000.00	748.75	25.1
10-49-372 MEETING EXPENSE	.00	869.35	5,156.00	4,286.65	16.9
10-49-380 TUITION & BOOKS	.00	434.99	1,220.00	785.01	35.7
10-49-450 SPECIAL COUNCIL FUNDING	28,389.00	31,003.10	101,889.00	70,885.90	30.4
10-49-510 INSURANCE	.00	300.82	801.00	500.18	37.6
10-49-915 COMMUNITY REQUESTS	1,223.00	46,222.00	51,000.00	4,778.00	90.6
TOTAL TOWN COUNCIL	34,027.95	123,771.67	210,681.00	86,909.33	58.8

SPECIAL EVENTS & MARKETING

October 2022

OCTOBER EVENTS

- Coordinated October events:
 - CO Highschool Cycling League Mountain Bike Races – Race #4
 - ARTwalk - cancelled
 - Stone Creek Charter School Jog-a-thon
 - Pumpkin Patch
 - Vail Valley Soccer Cup
 - Trick or Treat Street

Marketing & Events Advisory Committee (MEAC)

- Funding request applications due October 10
- MEAC to present funding recommendations to Town Council December 13
- Community Program Funding presentation on October 25
- Created packet for 2023 funding allocations for special events & community events

MARKETING

- Maintain and update EagleOutside events calendar and special event webpage and calendar submission
- Collaborating with Dot Zero and MEAC members on EagleOutside refresh
- Capture the Action video shoot for EagleOutside refresh
- Daily Social Media posts on Facebook and Instagram
- Field trip to EGE with IT to discuss monitor that needs to be used for marketing TOE
- Create Vail Daily Ads for Funding Applications, Open House
- Community Impact Award; sign, award, creative for Mtn Lifestyle Magazine
- Coordinated with Tara Novak and PW to remove (2) benches from Broadway and relocate to ArtSpace for pilot painting program
- Coordinated with Jennifer Filipowski to “unveil” the painting of the benches to Council, complete with social media campaign and press release

ADMINISTRATIVE DUTIES

- Distribute Special Event Permit applications to appropriate departments and review special requests
- Ensure all invoices are properly coded, routed and submitted to finance in a timely manner
- Cross-reference MEAC funds for 2022, invoices
- Create MEAC agenda, packet materials, meeting minutes, and follow-up

MEETINGS

- Communications Meeting – reviewed OPEN HOUSE, NOVEMBER 15
- Met with Joette Gillbert & Tipi Raisers to discuss possible benefit for the Lakota Nation in June 2023
- Met with DBA to discuss Christmas on Broadway, new ideas
- Employee Holiday Party Committee – Save the Date, December 8, new location at Brush Creek Pavilion
- Community Leadership Academy, presented by VVP

UPCOMING EVENTS

11.11.22	ARTwalk
11.15.22	Town of Eagle - Open House
12.3.22	Christmas on Broadway
12.9.22	ARTwalk

COMMUNITY DEVELOPMENT

October 2022

LONG RANGE PLANNING

- **ReCode Eagle – The Land Use and Development Code (LUDC) Update**
 - The Code committee's next meeting is scheduled for 11/7/22.
 - A housing survey call with local developers & builders is scheduled for 11/8/22.
 - Staff has completed the review of Installment 3: Administration and Procedures. Clarion is underway with finalizing this draft.
 - As public drafts of sections of the new Code become available, community members can view these resources at www.Townofeagle.org/ReCodeEagle.
- **Comprehensive Affordable Housing Assessment (CAHA) by Economic & Planning Systems (EPS)**
 - EPS conducted a final presentation at the 11/1/22 Town Council work session. The goals were to establish the highest priority strategies in the near-, mid-, and long-term and to select implementation tools. View the presentation here: [LINK](#).
 - A draft report is anticipated in late November / early December.

LAND USE APPLICATIONS IN PROGRESS

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

- **DR22-04 & PPFP22-01: Habitat for Humanity / 3rd Street Housing**
 - A Preliminary Plan and Final Plat to create a 2.2-acre lot and a Major Development Permit for 16 homes (8 duplexes).
 - The Planning & Zoning Commission attended a site visit with staff and the applicant on 10/18/22. At that evening's hearing, the Commission recommended approval for both applications, with conditions.
 - Public hearing schedule:
 - Town Council: 11/8/22
- **Haymeadow Service Plan Amendment**
 - The Haymeadow Metropolitan District is requesting an amendment to the Consolidated Service Plan to increase the debt ceiling from \$35 mill to \$87 million.
 - Public hearing schedule:
 - Planning & Zoning Commission: Not Applicable
 - Town Council: 12/8/2022
- **DR22-06: Haymeadow Cabin Major Development Permit**
 - An application for a Major Development Permit to renovate the existing Haymeadow Cabin including grading and landscaping the surrounding area for an outdoor event space.
 - Staff has scheduled a site visit with the Planning & Zoning Commission the afternoon of 11/15/22.
 - Public hearing schedule:
 - Planning & Zoning Commission: 11/15/2022
 - Town Council: 12/13/2022
- **DR22-07: 1200 Capitol Minor Development Permit**
 - An application for a Minor Development Permit to construct a mixed-use building, including 1,222 sq.ft. of retail/office space and 11,175 sq.ft. of residential.
 - Public hearing notice:
 - Planning & Zoning Commission: 12/6/2022
 - Town Council: 12/13/2022

The Building Department anticipates that adoption of the 2021 editions of the International Codes (I-Codes) and the 2020 National Electric Code (NEC) will occur in February 2023. The I-Codes and the NEC are published every three years and the Town is currently aligned under the 2015 editions along with the 2017 National Electric Code. While both codes are published every three years, they are unfortunately not in sync and are offset by one year.

Of great interest is the 2021 International Energy Conservation Code which increases energy efficiency by 9% above the current code. Also, the Town of Eagle is an active participant in the Eagle County Cohort task force which includes multiple agencies throughout the county who have assembled to promote regional uniformity in the adoption of the 2021 Energy Code. The over-arching goal is to develop above-code performance measures that promote energy conservation and allow for the reduction of fossil fuels. The final meeting for the group is scheduled on 11/15/2022 and final draft amendments will be available shortly thereafter.

In summary, adoption of the 2021 I-Codes and 2020 NEC is anticipated in or around February 2023. New permit applications and guidelines will be rolled out concurrently with the code adoptions which will streamline the permitting process and enhance our customer service delivery.

MAJOR CONSTRUCTION PROJECTS

- 435 Eby Creek Apartments: 30-unit apartment building
 - o Building permit issued 10/18/22.
- 775 Sawatch Road: Expansion of Western Slope Laundry
 - o On-going review by Public Works and Building.
- 410 Broadway: Mixed-use building on Broadway
 - o Framing of the 3rd floor and roof is in progress. Inspections for trades & framing expected within the next 30 days.
- Eagle River Park Pavilion
 - o Building permit issued 10/14/22, no inspections performed to date.
- Reserve at Hockett Gulch: Phase 1a (Grading, Access, Clubhouse, Apartment Buildings)
 - o A grading permit was issued 10/17/22 to continue on-site work and establish access to Grand Avenue. (6x) foundation permit applications were received 10/26/22 and are in queue for review. (6x) building permit applications were received 11/2/22 and are awaiting payment.

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

TYPE OF WORK PERFORMED	NUMBERS PERFORMED IN 2021	NUMBERS PERFORMED TO-DATE 2022
Inspections (n/i planning/pw)	1,380	1078
Permits Processed	359	347

OTHER NOTABLE UPDATES

- 1271 IHOI Incentives Grant pre-application meeting, 11/30/22.
The Incentives Grant Program (IHOI) is considered the next step following the Planning Grant Program (IHOP) – also known as IHOP HB-1271 Planning Grant. Funds from the planning grant are currently being utilized for EPS & Clarion’s work on affordable housing solutions for the Town. To meet the IHOI

application deadline, staff submitted a letter of intent requesting grant funds to support Habitat / 3rd Street Housing; a timely and shovel-ready project. Staff will propose a Resolution requesting Town Council's support following the 11/30 meeting with DOLA.

- Planning Commission refresh training with DOLA (Colorado Department of Local Affairs), 1/3/23. The session provides a general overview for Planning Commissioners and covers topics including, but not limited to, the role of the Planning Commission; long-range planning & implementation tools; running effective meetings & the decision-making process; legal & ethics.

TOWN COUNCIL AND PLANNING & ZONING COMMISSION MEETING SCHEDULE:

November 2022
November 7 th (LUDC UC) • Planned Unit Development Standards, Historic Preservation
November 8 th (Town Council) • DR22-04 & PPFP22-01: Habitat for Humanity / 3rd Street Housing • Haymeadow Metro District Debt Ceiling Increase • Reserve at Hockett Gulch Development Agreement and Borrowing Entity
November 15 th (Planning & Zoning Commission) • DR22-06: Haymeadow Cabin Major Development Permit
November 22 nd (Town Council) • <i>Meeting cancelled.</i>
December 2022
December 6 th (Planning & Zoning Commission) • DR22-07: 1200 Capitol Minor Development Permit
December 13 th (Town Council) • Haymeadow ADA Amendments & Agreements • DR22-06: Haymeadow Cabin Major Development Permit • DR22-07: 1200 Capitol Minor Development Permit
December 20 th (Planning & Zoning Commission) • <i>No land use files scheduled at this time.</i>
December 27 th (Town Council) • <i>Meeting cancelled.</i>

POLICE DEPARTMENT

October 2022

2022 October Calls for Service: 1,017
2022 January-October: 11,030

2021 October Calls for Service: 756
2021 January-October: 8,820

Agency Assist -- 4	F or M Menace/Assault/Weapons MM- FW- 0
Assault -- 4	Fire/Medical -- 9
Burglary -- 0	Fraud -- 4
Burglary False Alarm --0	Juvenile/Family Incident -- 2
Child Abuse Investigations -- 0	Missing/Recovered Juvenile -- Adult- - 3

<i>Citizen Assist -- 24</i>	<i>Narcotics -- 0</i>
<i>Civil -- 12</i>	<i>Protection Order Violation -- 22</i>
<i>Code Violation -- 0</i>	<i>Child Sex Assault -- 0</i>
<i>Crash -- 13</i>	<i>Misconduct Investigations -- 0</i>
<i>Damage/Vandalism -- 3</i>	<i>Sex Offender Check/Registration -- 1</i>
<i>Death -- 0</i>	<i>SRO Related -- 23</i>
<i>Disturbance -- 7</i>	<i>Suicidal/Welfare -- 6</i>
<i>Dogs Leash, Welfare, Noise (EPD and not A.C.) 12</i>	<i>Suspicious Person/Vehicle/Occurrence -- 29</i>
<i>Harassment - 10</i>	<i>Theft -- 9</i>
<i>DUI/D -- 2</i>	<i>Trespassing -- 3</i>
<i>MIP -- 17</i>	<i>Warrant Arrest -- 1</i>
<i>DUR -- 2</i>	<i>Wildlife Animal -- 4</i>



Officer Bonta was recognized at the Night of Excellence Awards with an Attorney General's Award for Distinguished Service in Community Policing. This award stemmed from an incident where Officer Bonta and other responders along with Your Hope Center helped a man suffering from a mental health crisis by connecting him with local resources after deescalating the situation. Lieutenant Buhlman, Sergeant Rich and Officer Sanders were also recognized for their service when Eagle Police Department was awarded for Call of the Year. Great work team!

Officers responded to a private event after security officers at the Fairgrounds called in a vehicle that drove the wrong way into the lot at a high rate of speed, nearly hitting guests and children before proceeding to the lower lot and doing "donuts" in the gravel lot. Driver of the vehicle was contacted and issued a summons to court for reckless driving.

Concerned neighbors called in to report what appeared to be several juveniles carrying cases of alcoholic drinks into a residence. Officers responded quickly and several kids fled the party on foot but returned shortly thereafter to get warm. Parents were contacted to pick up their kids, and the juveniles were educated on the dangers of underage drinking. Many summonses were issued, and some parents thanked the officers for preventing the kids from driving away while under the influence.

Officer Sriver was conducting routine patrol when he came upon an adult patient laying down in the roadway with lacerations to the face. He quickly alerted dispatch who sent an ambulance to check out the patient and provide medical assistance.

Officer Suehrstedt attended the Trunk or Treat event held by a local church. Another night, Officers Bonta and Shaffer attended Trick or Treat Street in Eagle Ranch where they handed out goodie bags and chatted with residents. Officer Bonta spent some time at the Eagle Ranch pumpkin patch, handing out stickers and chatting with families. Prince the dog got to live out his fantasy of being a K9 for the afternoon (pictured above).

Officers stopped a vehicle that was driving without any headlights on after dark. The driver failed to perform voluntary roadside maneuvers as a sober person would and was charged with DUI and failure to display headlamps.

A worried employer called in after two of his employees hadn't shown up to work and had been unreachable for several days. After investigation, officers were able to contact their mother located out of state who reported that the two were fine, just out hunting.

A resident called in to report that her husband was being scammed via WhatsApp. She reported that her husband received a notification that someone may have accessed his WhatsApp account and he then began receiving messages from someone saying they had an explicit photo of him and demanded money not to spread it. The reporting party stated her husband had already changed his password on WhatsApp and made all his social media private. No money had been sent and Stahl explained to the caller that this is a very common scam at the moment and the best thing to do is block the other person and not respond.

Officers were called to the Terrace neighborhood after someone noticed a deer got his antlers tangled up in some Christmas lights. Department of Wildlife was called to safely sedate the deer and cut the antlers off. Deer happily went on his way, albeit a little lighter than before.

Madison and Craig braved the cold and participated in the 2022 Polar Plunge on behalf of Eagle PD to benefit Colorado Special Olympics. EPD raised over \$2900 and was awarded for most money raised by a team, most money raised by an individual (shout out to Craig!) and best costumes. Costumes were borrowed from our friends at ECDF.

Winter is here! The morning of our first snowfall of the '22/'23 season, officers responded to a series of motor vehicle accidents all around mile marker 150 of Highway 6. One vehicle slid down the embankment and hit a tree. No injuries were reported by the single occupant of this car. Shortly after that, another vehicle slid down the hill in the same spot. When this driver got out to inspect the damage, another vehicle struck him and took off. An ambulance was called to check on the second driver and then after getting stuck in the embankment, had to be pulled out by the fire truck. After emergency vehicles cleared the scene, a third vehicle rolled down the hill almost into the river. No injuries were reported. A fourth accident was reported after one vehicle couldn't stop in time and rear-ended a vehicle that was stopped and trying to make a turn. Wear your seatbelts everyone!

County Court – Available upon request. Local and Regional Calls for Service – Available at Dispatch

HUMAN RESOURCES

October 6 – Oct 31, 2022

Benefits

- Benefits orientation and enrollment processed for 1 staff members, trained Admin Tech on process
- Continued review of 2023 Renewal and plan options for 2023 Benefits Open Enrollment in Nov, working with Finance on Financial Analysis of premiums.
- Open Enrollment planning

Risk Management, Safety and Work Comp

- Managing 12 General Liability & PC Open claims
- Managing 2 work comp claims and 2 modified duty assignments
- Administering 3 FMLA cases

Recruiting – Onboarding

- HR Admin Tech, conducting continued training and onboarding
- Assistant Town Manager Interviews schedule for 11/03/22
- Chief of Police extensive background check expected to be completed 11/04/22. Assist with planning for Interim Chief of Police assignment.
- Update on current efforts As of 10/1/22
- 2022 started with 30 open positions, increased to 34 positions, deleted 3 seasonal, Current list is 31 (11 were newly budgeted positions for 2022).
 - 20 positions filled
 - 5 positions in progress, actively interviewing for all
 - 6 positions pending, below the red line
 - 3 seasonal positions deleted – too late in season to fill

Other

- Attend and volunteer for COSHRM State Conference
- HR File Record Retention project, 75% completed
- 2023 Budget season:
 - 2022 Compensation study – Continued efforts on compensation comprehensive study. Draft Pay Philosophy Recommendations for 2023 Budget being presented to council on 11/08/22

TOWN CLERK

October 2022

Communications – Eagle Today – 3563 Subscribers

IN THIS EDITION: October 24, 2022

- [November Event Calendar](#)
- Town Hall Open House
- [Community Impact Award](#)
- 2022 Coordinated Election
- [Traffic Calming and Pedestrian Improvement Project](#)
- [Seasonal Trail Closures](#)
- [Open Space & Recreation Advisory Committee Position Open](#)
- [Open Town Staff Positions](#)
- See Something Say Something
- [Ask the Town](#)

Internal Communications

- Comcast Project Update sent on October 24, 2022 - EPD
- Requested RSVP's for CIRSA training for town committee members
- Finalized Community Impact Award with staff and sent notification to all nominees

Website News Flash

- Town of Eagle Special Election November 8, 2022
- Residential Curbside Collection Pilot Program
- Open Space & Recreation Advisory Committee Vacancy
- Seasonal Trail Closures
- River Park Pavilion Construction
- New Statewide Law Benchmarking Program
- Town of Eagle Community Energy Efficiency Program

Ask the Town – <https://www.townofeagle.org/975/Ask-us-a-question>

- Roundabout Plant Inquiry
- Construction Waste Inquiry
- Utilities Inquiry
- Accessory Dwelling Unit Inquiry

Records Requests September – 5 – YTD – 38

Licenses

- Business License 2022 Revenue: \$63,858.43 – Budget \$59,000.00 (includes contractors)
 - Business Licenses Issued: 360
- Liquor License 2022 Revenue: \$7,002.50 – Budget \$6,854.00
 - Mauka Poke Bar Renewal
 - Project 1901 LLC dba Grand Ave. Grill Renewal
 - 7 Hermits Brewing Company Renewal
 - Art Space Renewal
 - Your Father's Office LLC dba Second Street Tavern Transfer of Ownership
 - Case Mexico 3 LLC Renewal
- Marijuana - 2022 Revenue: \$7,000.00 – Budget \$8,000.00 (includes tobacco)

- No Activity
- Tobacco
 - No activity

Training/Meetings

- Town Council Work Session October 4
- Attended DDA monthly meeting October 5
- Internal Communication Committee meeting October 6
- Met with Michelle Morgan at Eagle Info Center regarding Town co-sponsored activities and events October 12
- Attended Economic Vitality Committee meeting October 17
- Internal Communication Committee meeting for Open House planning October 17
- Attended Colorado Municipal Clerk's Association Annual Conference in Canon City October 18-21
- Phone conference with Sam Light @ CIRSA regarding Committee Training October 25
- Internal Lunch and Learn with IT Staff October 27

Post performance - Facebook Pages

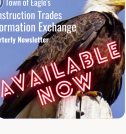
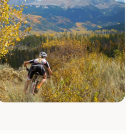
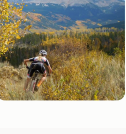
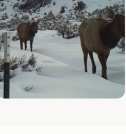
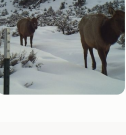
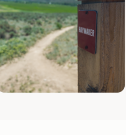
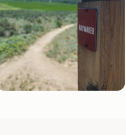
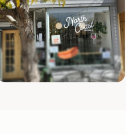
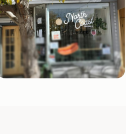
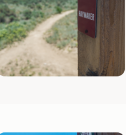
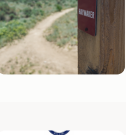
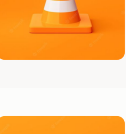
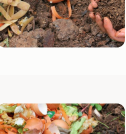
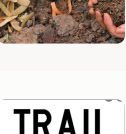
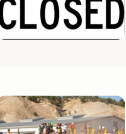
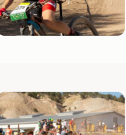
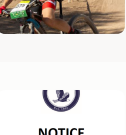
Data from 01 Oct, 2022 to 31 Oct, 2022

Sources

- E

Eagle Outside
- T

Town of Eagle, CO

DATE ▼	POST	AUTHOR	COMMENTS	ENGAGED USE...	ENGAGEMENT...	REACH	REACTIONS	SHARES	VIDEO VIEWS
E Eagle Outside Oct 31, 12:03	 Halloween Safety Tips: Please use sidewalks and front walkways when approaching homes. Remind kiddos to look both ways to check for traffic. And, if you'll be behind the wheel, make sure to go beyond normal safe driving...	Town of Eagle	0	1	0.57%	175	1	0	0
T Town of Eagle, CO Oct 31, 12:01	 Halloween Safety Tips: Please use sidewalks and front walkways when approaching homes. Remind kiddos to look both ways to check for traffic. And, if you'll be behind the wheel, make sure to go beyond normal safe driving...	Town of Eagle	0	4	1.15%	347	4	0	0
T Town of Eagle, CO Oct 29, 17:29	 Do you own a building of 50,000 sq. ft. or more in Colorado? If so, you are affected by a new law that requires large building owners to report whole-building energy use data annually. Learn how to complete your first mandato...	Town of Eagle	0	1	0.48%	208	0	0	0
E Eagle Outside Oct 27, 23:00	 Great to see so many of you at last night's annual trick-or-treat street. Most creative costume goes to the adorable dippin' dots, cotton candy and ice cold beer family.	Town of Eagle	0	23	3%	767	12	0	0
T Town of Eagle, CO Oct 27, 23:00	 Great to see so many of you at last night's annual trick-or-treat street. Most creative costume goes to the adorable dippin' dots, cotton candy and ice cold beer family.	Town of Eagle	4	146	8.17%	1,788	67	0	0
T Town of Eagle, CO Oct 26, 20:49	 http://mailchi.mp/23127006be14/closedtoher2022	Town of Eagle	0	7	2.38%	294	0	0	0
E Eagle Outside Oct 25, 20:18	 The Open Space and Recreation Advisory Committee (OSRAC) is currently accepting applications for a new committee member! If you are passionate about open space and trails in the Town of Eagle, now is your chance to beco...	Town of Eagle	0	22	3.35%	657	0	3	0
T Town of Eagle, CO Oct 25, 20:18	 The Open Space and Recreation Advisory Committee (OSRAC) is currently accepting applications for a new committee member! If you are passionate about open space and trails in the Town of Eagle, now is your chance to beco...	Town of Eagle	0	6	1.17%	515	0	2	0
T Town of Eagle, CO Oct 24, 18:02	 CONSTRUCTION NOTICE - The Town of Eagle and its contractor, JEV Construction, Inc., will be starting construction of the pavilion structure at the Eagle River Park. This is part of the original design of the park and will comple...	Town of Eagle	0	3	0.76%	397	1	0	0
E Eagle Outside Oct 24, 12:03	 Excited for Trick or Treat Street! See you Wednesday!	Town of Eagle	0	1	0.38%	261	0	0	0
T Town of Eagle, CO Oct 24, 12:01	 Excited for Trick or Treat Street! See you Wednesday!	Town of Eagle	0	21	2.23%	940	7	2	0
E Eagle Outside Oct 23, 18:03	 The beauty before the storm. Weekend forecast includes rain and snow showers. Enjoy today's weather! #getoutside	Town of Eagle	0	7	1.78%	393	4	1	0
T Town of Eagle, CO Oct 23, 18:00	 The beauty before the storm. Weekend forecast includes rain and snow showers. Enjoy today's weather! #getoutside	Town of Eagle	1	11	2.21%	498	3	0	0
E Eagle Outside Oct 23, 17:29	 ATTENTION: NEW TOWN OF EAGLE OPEN SPACE AND TRAILS SEASONAL CLOSURE DATES: DECEMBER 1 – APRIL 15 Exceptions (trails that are open year-round): • First and Second Loops of Haymaker • Bellyache Road, Boneyard,...	Town of Eagle	0	25	2.16%	1,155	3	3	0
T Town of Eagle, CO Oct 23, 17:29	 ATTENTION: NEW TOWN OF EAGLE OPEN SPACE AND TRAILS SEASONAL CLOSURE DATES: DECEMBER 1 – APRIL 15 Exceptions (trails that are open year-round): • First and Second Loops of Haymaker • Bellyache Road, Boneyard,...	Town of Eagle	0	23	2.45%	937	11	0	0
E Eagle Outside Oct 19, 18:12	 The Haymaker Trail will be CLOSED for noxious weed control Thursday and Friday (10/20 & 10/21). Please plan to avoid the trail on those days. For more information, please get in touch with the Town of Eagle Open Space departme...	Town of Eagle	0	1	0.74%	136	0	0	0
T Town of Eagle, CO Oct 19, 18:12	 The Haymaker Trail will be CLOSED for noxious weed control Thursday and Friday (10/20 & 10/21). Please plan to avoid the trail on those days. For more information, please get in touch with the Town of Eagle Open Space departme...	Town of Eagle	0	13	1.7%	764	3	2	0
E Eagle Outside Oct 17, 13:02	 The 14th Annual Trick or Treat Street is next Wednesday, October 26th. 5pm-7pm on Capitol Street in Eagle Ranch 🍁 #funforallages	Town of Eagle	0	29	3.15%	920	3	3	0
T Town of Eagle, CO Oct 17, 13:01	 The 14th Annual Trick or Treat Street is next Wednesday, October 26th. 5pm-7pm on Capitol Street in Eagle Ranch 🍁 #funforallages	Town of Eagle	3	47	4.48%	1,049	13	2	0
E Eagle Outside Oct 13, 23:00	 Eagle Restaurants are open! Dine-out this weekend! 7 Hermits Brewing Company, Boneyard, Color Coffee Roasters, Bowlmor, Pazzo's Pizza, Eagle Diner, Casa Mexico, Ti Amo Eagle, Pickled Kitchen+Pantry, Mauka Poke Bar, Garduno...	Town of Eagle	0	12	2.19%	548	7	0	0
T Town of Eagle, CO Oct 13, 23:00	 Eagle Restaurants are open! Dine-out this weekend! 7 Hermits Brewing Company, Boneyard, Color Coffee Roasters, Bowlmor, Pazzo's Pizza, Eagle Diner, Casa Mexico, Ti Amo Eagle, Pickled Kitchen+Pantry, Mauka Poke Bar, Garduno...	Town of Eagle	3	190	11.9%	1,597	32	1	0
E Eagle Outside Oct 13, 21:00	 The Haymaker Trail will be CLOSED for noxious weed control next Thursday and Friday (10/20 & 10/21). Please plan to avoid the trail on those days. For more information, please get in touch with the Town of Eagle Open Space departme...	Town of Eagle	0	0	0%	151	0	0	0
T Town of Eagle, CO Oct 13, 21:00	 The Haymaker Trail will be CLOSED for noxious weed control next Thursday and Friday (10/20 & 10/21). Please plan to avoid the trail on those days. For more information, please get in touch with the Town of Eagle Open Space departme...	Town of Eagle	0	7	1.46%	479	6	1	0
E Eagle Outside Oct 13, 15:46	 The Town of Eagle will host a public hearing to discuss changing seasonal use restriction dates for Town of Eagle trails and open space that are currently subject to an existing seasonal closure from Dec 15 – April 15 to Dec 1 – April 1...	Town of Eagle	0	0	0%	97	0	0	0
T Town of Eagle, CO Oct 13, 15:46	 The Town of Eagle will host a public hearing to discuss changing seasonal use restriction dates for Town of Eagle trails and open space that are currently subject to an existing seasonal closure from Dec 15 – April 15 to Dec 1 – April 1...	Town of Eagle	0	3	1.68%	179	0	0	0
E Eagle Outside Oct 10, 23:00	 Today is the last day to submit 2023 Funding Requests #townofeagle	Town of Eagle	0	0	0%	119	0	0	0
T Town of Eagle, CO Oct 10, 23:00	 Today is the last day to submit 2023 Funding Requests #townofeagle	Town of Eagle	0	1	0.48%	207	1	0	0
E Eagle Outside Oct 10, 16:04	 CONSTRUCTION NOTICE - The Town of Eagle and its contractor, JEV Construction, Inc., will be starting construction of the pavilion structure at the Eagle River Park. This is part of the original design of the park and will comple...	Town of Eagle	0	1	0.8%	125	0	0	0
T Town of Eagle, CO Oct 10, 16:01	 CONSTRUCTION NOTICE - The Town of Eagle and its contractor, JEV Construction, Inc., will be starting construction of the pavilion structure at the Eagle River Park. This is part of the original design of the park and will comple...	Town of Eagle	0	0	0%	244	0	0	0
E Eagle Outside Oct 07, 15:22	 The Town of Eagle will host a public hearing to discuss changing seasonal use restriction dates for Town of Eagle trails and open space that are currently subject to an existing seasonal closure from Dec 15 – April 15 to Dec 1 – April 1...	Town of Eagle	0	0	0%	86	0	0	0
T Town of Eagle, CO Oct 07, 15:22	 The Town of Eagle will host a public hearing to discuss changing seasonal use restriction dates for Town of Eagle trails and open space that are currently subject to an existing seasonal closure from Dec 15 – April 15 to Dec 1 – April 1...	Town of Eagle	0	6	2.09%	287	2	0	0
T Town of Eagle, CO Oct 07, 02:00	 The Town is currently accepting both Event Funding Requests and Program Requests. Submissions are due by Monday, October 10th. Please visit townofeagle.org	Town of Eagle	0	0	0%	235	0	0	0
E Eagle Outside Oct 06, 02:00	 Honeywagon Organics is bringing curbside composting to the Town of Eagle! Connect with your neighbors - Honeywagon Organics will roll out this program ONCE there are 75 homes on each trash route enrolled. They are currently taki...	Town of Eagle	5	41	5.38%	762	15	0	0
T Town of Eagle, CO Oct 05, 02:00	 Honeywagon Organics is bringing curbside composting to the Town of Eagle! Connect with your neighbors - Honeywagon Organics will roll out this program ONCE there are 75 homes on each trash route enrolled. They are currently taki...	Town of Eagle	1	26	3.49%	746	6	3	0
E Eagle Outside Oct 05, 14:18	 TRAIL TEMPORARILY CLOSED The LOV Connection Trail will be CLOSED TODAY (Wednesday, October 5) to stain the bridge over Abrams Creek. Please do not use the bridge or trail today to allow the stain to dry. The trail will be open again tomorrow morning. Thank...	Town of Eagle	0	6	0.85%	704	0	2	0
T Town of Eagle, CO Oct 05, 14:18	 TRAIL TEMPORARILY CLOSED The LOV Connection Trail will be CLOSED TODAY (Wednesday, October 5) to stain the bridge over Abrams Creek. Please do not use the bridge or trail today to allow the stain to dry. The trail will be open again tomorrow morning. Thank...	Town of Eagle	0	7	1.87%	374	1	0	0
E Eagle Outside Oct 05, 12:03	 Welcome back Colorado High School MTN bike races! The Haymaker Classic is this weekend, October 8 & 9. Have Fun!	Town of Eagle	0	6	1.47%	408	5	0	0
T Town of Eagle, CO Oct 05, 12:01	 Welcome back Colorado High School MTN bike races! The Haymaker Classic is this weekend, October 8 & 9. Have Fun!	Town of Eagle	0	11	1.33%	826	4	2	0
E Eagle Outside Oct 04, 22:06	 NOTICE Welcome Racers! The High School State Qualifying Bike Races returns to Eagle October 7-9. Enjoy all that the Town of Eagle has to offer. Explore EagleOutside.org for a list of restaurants and activities to do while in town. During the races, t...	Town of Eagle	0	8	1.86%	429	2	0	0
T Town of Eagle, CO Oct 04, 22:06	 NOTICE Welcome Racers! The High School State Qualifying Bike Races returns to Eagle October 7-9. Enjoy all that the Town of Eagle has to offer. Explore EagleOutside.org for a list of restaurants and activities to do while in town. During the races, t...	Town of Eagle	0	8	1.27%	630	4	0	0
T Town of Eagle, CO Oct 03, 16:02	 meet & greet Town of Eagle Announces Additional Finalist in Chief of Police Search - Candidate Meet-and-Greet Scheduled for Monday, October 3, 4:30 - 5:30 pm EAGLE, CO – The Town of Eagle Interviewed Finalists for the Chief of Police...	Town of Eagle	0	7	2.23%	314	0	1	0
E Eagle Outside Oct 03, 16:03	 SPECIAL EVENT & COMMUNITY PROGRAM FUNDING REQUESTS Town of Eagle is accepting Special Event & Community Program Funding Requests. Submissions are due by October 10. To apply, please visit townofeagle.org/special-events	Town of Eagle	0	1	0.75%	134	1	0	0
T Town of Eagle, CO Oct 03, 16:01	 SPECIAL EVENT & COMMUNITY PROGRAM FUNDING REQUESTS Town of Eagle is accepting Special Event & Community Program Funding Requests. Submissions are due by October 10. To apply, please visit townofeagle.org/special-events	Town of Eagle	0	3	1.1%	273	0	0	0

Sales Tax – 2022 Sales Tax

The October 2022 Revenue Period Receipts were not available in time for this report. The information below is from last month. The third quarter report will be available on December 13th.

2022					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 656,629.05	\$ 756,522.10	10%	\$108,423.99	1700
Feb	\$ 654,037.96	\$ 645,546.63	12%	\$76,896.61	1570
Mar	\$ 734,463.73	\$ 662,102.20	26%	\$78,856.55	1508
1 Q	\$ 2,045,130.74	\$ 2,064,170.93	15%	\$264,177.15	
Apr	\$ 662,437.25	\$ 690,087.86	11%	\$96,780.33	1670
May	\$ 698,448.76	\$ 697,691.25	21%	\$80,285.44	1696
Jun	\$ 768,756.90	\$ 693,689.31	10%	\$89,006.46	1678
2 Q	\$ 2,129,642.91	\$ 2,081,468.42	14%	\$266,072.23	
Jul	\$ 772,575.04	\$ 762,434.69	11%	\$106,817.35	1707
Aug	\$ 752,301.92	\$ 811,313.66	15%	\$99,649.28	1796
Sep		\$ 926,873.65	40%	\$99,874.53	1827
3 Q		\$ 2,500,622.00	22%		
2021					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 551,018.08	\$ 688,558.97	19%	\$67,050.62	1443
Feb	\$ 522,289.69	\$ 576,588.68	20%	\$81,832.64	1311
Mar	\$ 620,202.63	\$ 525,690.74	13%	\$51,489.75	1270
1 Q	\$ 1,693,510.40	\$ 1,790,838.39	18%	\$ 200,373.01	
Apr	\$ 590,933.22	\$ 623,363.57	13%	\$67,089.31	1429
May	\$ 618,461.24	\$ 575,664.72	17%	\$70,368.59	1264
Jun	\$ 687,202.67	\$ 629,801.19	24%	\$61,561.99	1416
2 Q	\$ 1,896,597.13	\$ 1,828,829.48	18%	\$ 199,019.89	
Jul	\$ 693,301.18	\$ 686,861.36	23%	\$76,562.82	1418
Aug	\$ 667,410.87	\$ 703,257.97	23%	\$75,027.61	1509
Sep	\$ 677,770.63	\$ 662,179.98	12%	\$80,601.68	1600
3 Q	\$ 2,038,482.68	\$ 2,052,299.31	19%	\$232,192.11	

MUNICIPAL COURT	October Statement		
Court held October 5 & 19			
Citations Issued	Current	YTD	2021
Animal Control	7	53	25
Juvenile	1	18	17
Misdemeanor/Ordinance	0	11	15
Parking	8	126	140
Traffic	17	194	188
Total	33	402	385
Fines and Fees Collected	Current	YTD	2021
(includes collections for previous months)			
Court Costs	\$ 210.00	\$ 1,140.00	\$ 1,210.00
Criminal Police Equipment and Training Surcharge	\$ 40.00	\$ 290.00	\$ 190.00
Traffic Surcharge	\$ 340.00	\$ 2,940.00	\$ 3,360.00
Deferred Judgment Fee	\$ -	\$ 225.00	\$ 150.00
Fines	\$ 3,810.00	\$26,945.00	\$30,732.50
Outstanding Judgement Fee	\$ 30.00	\$ 30.00	\$ 360.00
Stay of Execution Fee	\$ -	\$ 65.00	\$ -
Bad Check Fee	\$ -	\$ -	\$ 120.00
Warrant Fee	\$ -	\$ 66.67	\$ 140.00
Failure to Appear	\$ 350.00	\$ 2,648.33	\$ 2,800.00
Victim Restitution Fee	\$ -	\$ -	\$ -
Total	\$ 4,780.00	\$34,350.00	\$39,062.50
Dispositions (Payments or Court Appearances)	Current	YTD	2021
Animal Control	4	29	14
Juvenile	1	17	15
Misdemeanor/Ordinance	0	6	8
Parking	13	149	146
Traffic	23	160	189
Total	41	361	372
Outstanding Fines and Fees At Collections & by Date			
Current	\$ 485.00		
1-30 Days Past Due	\$ 315.00		
31-60 Days Past Due	\$ 425.00		
61-90 Days Past Due	\$ 400.00		
91-180 Days Past Due	\$10,954.00		
Total	\$12,579.00		

Public Works

October 2022

Buildings & Grounds

- Completion of irrigation winterization and landscape end-of-season clean up.
- Completed replacement of dead trees at River Park.
- Completed winterization of Terrace Park restrooms.
- Investigated potential loose masonry units on east façade of Town Hall. There is a gap between the rear of some masonry units and the building but the units are not loose or in danger of falling down – they are secured to the underlying sheathing with retention clips. B&G will consult with a masonry contractor for recommendations on grouting and/or caulking the gap.

Streets

- Staff continued assistance to contractor performing pavement marking installation.
- All non-functioning landscape tree spot lights on Broadway were replaced with new LED fixtures.
- Performed town-wide inventory of non-functioning street lighting. Approximately 35 were discovered. Non-LED fixtures are being converted to LED as repairs are made.
- Additional road shoulder maintenance work was completed on Capitol Street.
- Staff assisted law enforcement with road closures and traffic control associated with President Biden's visit for the Camp Hale National Monument dedication.
- Staff supported special events including a street closure for Trick or Treat Street.
- Staff prepared plowing equipment for winter.
- Staff plowed snow after the first significant snowfall of the season. Many tree limbs came down as a result of this storm and the clean up of trees from streets and rights-of-way continued for several days after the storm.
- Staff continued a large effort on street sweeping in order to pick up fallen leaves. Notably, many trees held their leaves much later into the Autumn than is typical this year, and the leaf pick up will continue in to November.

Water

- Continued implementation and trouble shooting of the SCADA software upgrade.
- Staff continued contacting property owners regarding failure to provide the Town with evidence of annual testing of backflow prevention devices.
- A leak detection vendor was engaged to help pinpoint the location of a water main leak in Eby Creek Mesa. With the location now identified we are planning the repair, including obtaining a right-of-way permit from Eagle County.
- Staff assisted a vendor in a condition survey of the welded steel water tanks in town. The survey include inspection of the structure and the interior and exterior coatings. The results will be used to budget for necessary maintenance in the coming years.
- Design work on the Cemetery Tank replacement continues. We have discovered a problem with the topographic survey that was originally performed, and additional boundary survey is needed in order to prepare easement legal descriptions, so we are working with our consultant team to plan and execute additional survey.
- The East Eagle water system study is nearly complete. Another analysis scenario was added to investigate the possibility of serving some amount of commercial development on the East Eagle property immediately adjacent to the end of Chambers Avenue.

Wastewater

- Replacement of the ultraviolet light bulbs used for end stage disinfection on the wastewater treatment plan continues. Project is approximately 50% complete.
- Similar to Water, upgraded SCADA software implementation and troubleshooting continues.

Yearout Energy Project

- No word yet on the Bureau of Reclamation Grant we applied for to be used for water meter replacement.

- Yearout will be presenting the 30% complete Investment Grad Audit at the November 8th meeting.

River Park Project

- Building permit for the Pavilion has been issued. Fabrication of structural steel connections has begun.
- No additional comments have been received from the US Army Corp of Engineers on our Rapid Block 404 permit application.

Open Space & Trails

- The second weekend of High School Mountain bike races went well.
- Installation of new gates at the Arroyo Trailhead parking is complete.
- Installation of the trailhead kiosks is complete.
- Adjustment of seasonal closure date to December 1 was approved and staff are pushing out messaging alerting the public of this change.
- Trails are muddy due to recent snowfall and it does not appear that conditions will dry out again this Autumn. Staff will be issuing messaging advising the public of the muddy conditions.
- Staff met with Janet Bartnik (Mountain Rec) to consider how the proposed bike park fits within the EPIR master plan. A decision was made to allow the bike park to encroach into space identified for a future parking lot, and to not encroach into space identified for the future skate park. Staff also met with Earnest Seger from VVMTA to discuss changes to the proposed bike park design. We anticipate bringing an agreement pertaining to the bike park to Council in January.

Engineering

- Work continues on the Reserve at Hockett Gulch project. Construction in compliance with the approved grading permit has been on-going. This has included night work for water main connections in Sylvan Lake Road – work was performed at night so that water shutoff would not impact the medical center operations. Paving of the Grand Avenue widening necessary for the left turn lane has been completed for this year. Nearly all work allowed under the current grading permit has been completed. An additional grading permit will be issued when the developer is able to provide the required performance guarantee and payment of fees specified in the Development Agreement.
- Infrastructure installation continues at the Haymeadow RMF 1 & 2 site.
- Engineering and Planning completed a site tour of the Case property located between the Eagle River and Grand Avenue.
- Staff have made much progress on crafting an RFP for engineering services to continue the Grand Avenue Corridor design.



To: Mayor and Town Council

From: Jenny Rakow, Town Clerk, Molly Furtado, Special Events Manager

Date: November 8, 2022

Agenda Item: Staff Open House November 15, 2022

REQUEST: Staff would like to invite the town council members and the community to our Open House on November 15 from 12pm - 2pm.

BACKGROUND: The Communications Committee brainstormed some ideas for community engagement and decided on hosting an open house at the town hall. The intent is for the public to feel invited to stop into the town hall, grab a bite or beverage and meet one-on-one with staff.

ANALYSIS: With the end of the year and the holidays approaching, we felt the timing was good to open our doors and highlight our services, introduce new staff, and allow for a casual meeting scenario for the public. Ask Us Anything.

COMMUNITY INPUT: We are hoping for community input by hosting this event and look forward to it.

BUDGET / STAFF IMPACT: There will be minimal budget impact for the cost of refreshments and all staff available is committed to being available to the public for two hours in an open forum.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This mini-event supports the major objective of transparency and community engagement with the intent of providing access to information and responsive staff.

RECOMMENDED ACTION OR PROPOSED MOTION: No action is requested. If any council member is able to attend, we would love to have you attend and be available for public inquiries.

ATTACHMENTS:

1. Open House

TOWN OF EAGLE

Open House

Join us for bites & beverages

November 15, 2022

12pm - 2pm

We look forward to seeing you!

Town Hall, 200 Broadway





To: Mayor and Town Council

From: Lynette Horan, Human Resources Manager

Date: November 4, 2022

Agenda Item: Town of Eagle Compensation Study and Philosophy

REQUEST: The purpose of this item is for council to provide direction to staff and Employers Council on two items.

- a. Selecting a compensation philosophy and,
- b. Discuss funding a mid-year compensation adjustment with a Supplemental Budget Amendment.

BACKGROUND: Staff budgeted and selected the Employers Council to conduct a compensation market analysis. Attached is a high-level overview of the process and results. Information is provided in the presentation (attached) that explains what lagging, leading/lagging, and leading the market means, and why a compensation philosophy is necessary.

The following is a description of what a compensation philosophy generally contains. Staff asks that the council come to the meeting prepared to provide initial thoughts and ideas on these points. Additionally, please review the attached PowerPoint presentation where the proposed compensation philosophy is introduced.

- Broad statement of what the organization believes about how people should be paid.
- Explains the “why” behind employee pay
- Commitment to how the organization values employees
- Compensation program objectives or guiding principles that drive how an organization will approach compensation.

Employers Council Compensation Analyst Jennifer Olson will lead the presentation to include walking through various definitions and options for adopting our pay philosophy (lag, lead/lag, or lead the market), the reasoning behind one selection over another, and answering questions on this topic. As a quick explanation, if an organization ‘lags’ behind the market, they adopt a pay plan with midpoints that are slightly below the market midpoint. If an organization ‘leads/lags’ the market, they adopt a pay plan with midpoints that are at the market midpoint at the start of the fiscal year knowing that at the end of the fiscal year, those midpoints will lag the market because of increases in the market. If an organization ‘leads’ the market, they adopt a pay plan with midpoints that match the projected market midpoints that would exist at the end of the fiscal year.

ANALYSIS: The ability of the Town of Eagle to implement and take actions in alignment with the Proposed Compensation Plan directly impacts the ability to recruit and retain an effective workforce. Developing a pay philosophy and adopting the recommended 2023 Pay Grades is in alignment with Major Objective - *Strengthen Town Organization and Culture*.

COMMUNITY INPUT: Not applicable

BUDGET / STAFF IMPACT:

BUDGET: Staff budgeted \$10,000 to conduct a formal external compensation market analysis. Recommended Market and Merit Increases are included in the 2023 Final Budget. The proposed 2023 Total Pay Increase cost is approximately \$530,000. Anticipated new payroll budget for 1/1/2023 is \$5,545,001 which includes the newly budgeted positions.

Retention/Longevity Bonus Recommendation: Should the Council direct staff to return with a 2023 Supplemental Budget Request to 'meet and lead' the market versus a 'lead/lag' approach, the budget impact will be presented at a Supplemental Budget Meeting.

Per Major objective *Strengthen Town Organization and Culture* and **Major Milestone Goal #3**, present a plan to Council to recruit and retain staff that might include retention and longevity bonuses by 11/8/22. The initial budget estimate to pay a 2023 mid-year bonus and possible end of year retention bonus is \$115,500 for a total bonus payout of \$1500 per employee or \$230,000 for a total bonus payout of \$3000 per employee. This recommendation is not currently funded and would require a Supplemental Budget Amendment.

STAFF IMPACT: The staff impact of adopting a formal compensation philosophy is positive in that it communicates the Council's strategy and desires as they relate to compensating employees. The estimate of staff hours to date is approximately 250 hours. An estimated additional 200 hours are anticipated to implement the results of the analysis to include time from Administration, Human Resources and Finance for an approximate total of 450 hours.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Major Objective: Strengthen Town Organizational and Culture

Major Milestone Goal #6: Conduct an annual compensation market Analysis by 11/8/22

Major Milestone Goal #3: Present a draft plan to recruit and retain staff that might include bonuses for retention and longevity by 11/8/22

RECOMMENDED ACTION OR PROPOSED MOTION: *Council always has the option to adopt, approve with conditions, continue, or deny items.*

Motion 1. I move to direct staff to proceed with implementing the results of the compensation study using a 'lead/lag' approach.

Motion 2. I move to direct staff to proceed with implementing the results of the compensation study using a 'lead/lag' approach and to present estimates in a 2023 supplemental budget request that would support a 'meet and lead' approach by presenting a mid-year pay program that might include retention and appreciation bonuses.

ATTACHMENTS:

2023 Compensation Study & Philosophy PowerPoint

2023 Compensation Study & Philosophy

Town of Eagle

November 8, 2022

Request from Council

Council will be asked for feedback on our recommendations:

1. Current 2023 Budget supports a **lead/lag** Pay Philosophy.
2. Seeking approval to implement the revised 2023 compensation structure.
3. Optional: Council will be asked if they support our recommendation of a ‘**meet and lead the market**’ Pay Philosophy approach. This would require a supplemental budget adjustment.

Compensation Study Objectives

- Establish pay philosophy to reward employees and attract talent
- Evaluate competitiveness with a salary survey market analysis
- Update Town of Eagle's grade-based structure with 2023 market data
- Compare current rates of pay with identified labor market
- Adjust employee pay based on market data, ensuring equity

Pay Philosophy

Meet: Pay is set equal to current market levels at the beginning of the year.

Lag: Pay levels are not increased throughout the year, being 'behind' market by mid-year.

Lead: Pay is set at anticipated end of the year market levels and is ahead of the market for the year.

Lead/Lag: Pay is set at the beginning of the year or mid-year, meeting or leading the market, and is behind market by mid year.

Town of Eagle Pay Philosophy

- Meeting or leading the market, adjusting annually to new market rates, remaining competitive externally and maintaining internal equity.
- Providing annual merit increases based on performance as well as appreciation bonuses.
- Acknowledging that as a smaller employer in the market, we are committed to providing benefits that meet or lead the market including generous employer paid insurance contributions and an extensive time off program.

Market Data

Data Lines

- Geographic Location – All Colorado and Resort Areas
- Industry – Government
- Employee Size – 50 to 100 Employees

Adjustments

- Geographical Factor: Percentage added to salary data to adjust for Cost of Labor in Eagle
- Aging Factor: Since survey data was published at different times, all data is aged forward to a common date of 01/01/2023. Based on the previous years increase in salary in private and public sectors.

Cost of Living vs. Cost of Labor

- **Cost of Living:** Metric based on economic conditions for a person to live in the area (cost of food, housing, etc.).
- **Cost of Labor:** Metric based on how much employers must pay to hire for specific roles.

Both are determined by the federal government

Surveys Used

- 2022 Employers Council Benchmark Compensation Survey
- 2022 Employers Council Public Employers Compensation Survey
- 2022 Payfactors Compensation Survey
- 2022 Economic Research Institute (ERI) Compensation Survey

Surveys used are verified and statistically significant to provide accurate data.

Updating the Current Structure

1. Group jobs into salary grades by job value (salary survey data) and internal equity
 - **Market rate** (50th percentile) for most jobs
 - **Lead the market** (move to a higher than market rate) for difficult to recruit or retain roles
 - **Lag the market** (move to a lower grade than market rate or use the 25th percentile of the market for high level roles) due to scope of the role or internal equity
2. Update salary grades to new rates and create new grade range, up to a 50th percent spread

Salary Ranges

Establishing the limits of value or payment for jobs...

Minimum

Lowest pay rate in a salary range

Midpoint

Market Rate (50th percentile)

Maximum

Highest pay rate in a salary range

Spread

Determines the percentage the minimum and maximum are from the midpoint

Proposed 2023 Structure

Grade	Min	Mid	Max	Range Spread
1	\$35,000	\$42,000	\$49,000	40%
2	\$37,500	\$45,000	\$52,500	40%
3	\$43,333	\$52,000	\$60,667	40%
4	\$49,167	\$59,000	\$68,833	40%
5	\$54,167	\$65,000	\$75,833	40%
6	\$55,833	\$67,000	\$78,167	40%
7	\$61,667	\$74,000	\$86,333	40%
8	\$65,833	\$79,000	\$92,167	40%
9	\$69,600	\$87,000	\$104,400	50%
10	\$80,800	\$101,000	\$121,200	50%
11	\$88,800	\$111,000	\$133,200	50%
12	\$97,600	\$122,000	\$146,400	50%
13	\$112,000	\$140,000	\$168,000	50%
14	\$120,000	\$150,000	\$180,000	50%
15	\$128,000	\$160,000	\$192,000	50%
16	\$164,000	\$205,000	\$246,000	50%

Employee Adjustments

Bring Employees to 2023 Pay Range

Review individual employee pay rates relative to the new pay range

Considerations when determining new pay rate

- ✓ *Longevity at the Town of Eagle*
- ✓ *Responsibilities/scope of role*
- ✓ *Performance (determined by merit increase)*
- ✓ *Budget (ability to pay)*
- ✓ *Avoiding wage compression*

2023 Proposed Employee Pay

Goals

- Budgeted - Reward employees and bring to a **competitive** rate
- Budgeted - Remain within **estimated 10% increase** to pay budget
- Budgeted - Strive to bring all employees with **at least 5 years of experience** to the midpoint of the new range
- Not Budgeted – recommend a **bonus program** in 2023 to maintain lead approach
(will require a supplemental budget adjustment)

2023 Proposed Employee Pay

Cost Estimate

Estimate includes:

- Up to 5% **market** increase
- Higher than 5% **market** increase for employees below market
- Up to a 5% **merit** increase, prorated for new hires
- **Proposed 2023 Total Increase Estimated Cost: \$530,000**
- New Total 2023 Estimated Payroll: \$5,545,001*

*Includes 2023 new positions

Bonus Structure

Current:

- **Spot Bonus Program**, recommend to raise from \$100 to \$1,000 range to \$250 to \$1500 range, funded by Salary Savings
- **Annual Holiday Bonus** (\$500 in 2023), budgeted

Unbudgeted recommendations to be evaluated annually:

- Mid year bonuses to correct falling behind the market
- July: **‘Appreciation’ Bonus** (flat amount for all employees)
- End of Year: **Retention Bonus** (flat amount for all employees)

Compensation Results

- Credible, consistent and data-driven
- Defensible methodology
- Sustainable over time
- Well understood
- Aid in attracting/retaining quality employees
- Updated annually to reflect market movement

Questions?

Jennifer Olson, Consultant, Compensation Services
jolson@employerscouncil.org



To: Mayor and Town Council

From: Peyton Heitzman, Planner, Community Development

Date: November 8, 2022

Agenda Item: Resolution 82, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Major Development Permit, Preliminary Plan, Final Plat, and Associated Development Agreement for 747 E Third Street

REQUEST:

For Town Council to consider approving two requests, 1) a Preliminary Plan and Final Plat to subdivide a 15.7-acre lot into two lots, Lot 2A and Lot 2B and 2) a Major Development Permit with a design variance and associated Development Agreement to construct 8 duplexes on 2.297 acres (Lot 2A).

INTRODUCTION:

Habitat for Humanity Vail Valley ("Applicant") is requesting to subdivide Lot 2, Eagle Valley Elementary and Middle School Subdivision, a 15.5-acre lot at 747 E 3rd Street. This subdivision will create two new lots, Lot 2B and Lot 2A through a combined Preliminary Plan and Final Plat. The Applicant has also submitted an application for a Major Development Permit to be processed with the subdivision application. The Major Development Permit application is for the construction of 8 duplexes, or 16 dwelling units, on the newly subdivided Lot 2A ("Property"). There is a design variance requested with the Major Development Permit for reduced parking space sizes.

The project is a collaborative effort to create affordable housing for the local workforce. Partnering agencies include Habitat for Humanity Vail Valley, Eagle County School District who currently owns 747 E 3rd Street, Eagle County, private donors, and other entities. All the for-sale units will be deed restricted and permanently affordable, available to families at or below 100% Area Median



Income (AMI). Twelve of the units will be sold to educators. This project will be an in-fill development on an under-utilized portion of a property owned by Eagle County School District. The Applicant has partnered with Fading West Building Systems out of Buena Vista, Colorado to provide modular homes for

this project. There are two different designs for this development. There is a two story, 'stacked' design where the home sits above the garage and there is a 'side-by-side' design where the garages adjoin with a shared wall in the center with the living space on the outside. These different designs can be found in Exhibit E. These homes will be net zero ready and fully electric. The Applicant is working with Holy Cross Electric, The Palmer Fund, and Eagle County to provide upgrades, where possible, to provide clean energy to the projects. These efforts are still underway.

The portion of the school property to be subdivided into Lot 2A was rezoned from Public Area to Residential Medium in early 2022. A Sketch Subdivision Plan was submitted concurrently with the rezone application. While sketch subdivision plan applications do not receive formal approvals or denials, Town Council provided the Applicant with a recommendation to proceed.

P&Z Commission Review and Recommendation

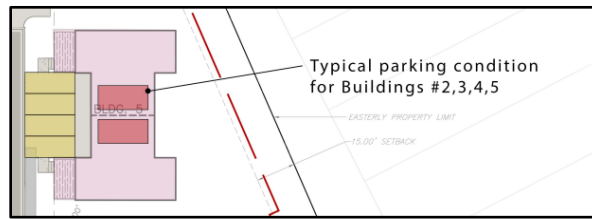
The application was reviewed by the Planning and Zoning (P&Z) Commission on October 18, 2022. The P&Z Commission recommended approval of the application by a split vote. There was a recommended condition of approval to modify the plans to expand the drive area of the furthest southwest building to allow for an easier turn radius and garage access. The main point of discussion from the meeting revolved around the requested design variance for the reduced size parking spaces which is further addressed in the 'Analysis' section of this staff report.

The full analysis of the proposal against the relevant standards in Title 4 of the Municipal Code and the Elevate Eagle Comprehensive Plan can be found in the P&Z Commission staff report, accessed through this [LINK](#).

ANALYSIS:

During the P&Z Commission meeting, the Commissioners generally agreed that the application complied with Town regulations, policies, and plans for both the Preliminary Plan/Final Plat and the Major Development Permit. The major point of disagreement was whether design variance for reduced parking sizes should be approved. The Applicant is requesting a design variance for reduced parking stall sizes for 32 of the 51 parking spaces. These 32 parking spaces include a mix of garage spaces and spaces within the driveway for all the units. The minimum off-street parking space in the Municipal Code is 9' in width by 19' in length. The dimensions of the reduced parking sizes are 8' by 19' for the side-by-side units and 9' by 18'4" for the stacked design.

The primary focus of the P&Z Commission discussion was the reduced width for the exterior parking spaces in front of the side-by-side homes (example provided in the image below). The Town's minimum parking width is 9' and the Applicant is requesting the width be reduced to 8' for 16 of the parking spaces. The living spaces are modular, but the garages joining the two units are stick built. As such, the garage dimensions could be modified. The Applicant justified the design variance request based on the standard *that the public good would be better served by granting the design variance*. The P&Z Commission deliberated about whether or not the applicant should widen the garages to meet the Town standards and if the public would be better served by reducing the width.



The standard *‘that the public good would be better served by granting the design variance’* is subjective and the Municipal Code does not provide a clear definition of ‘public good’ or criteria to assist with the analysis on whether the ‘public good’ has been achieved. The Municipal Code also fails to clarify if the ‘public good’ comes from the project as a whole or is limited to the specific area where the variance is granted. Due to the significant discussion and lack of consensus over this standard, staff has provided additional analysis on how the standard and requested variance can be viewed.

When considering the ‘public good’ it is helpful to consider the benefits and potential issues resulting from granting the variance. Following are some examples:

Benefits

- Reduced project costs and material waste (materials/project design) to a project on a limited budget
- Applicants preferred design. Widening the spaces will require reducing the size of the front porches.
- Encourages the use of smaller, more energy efficient cars

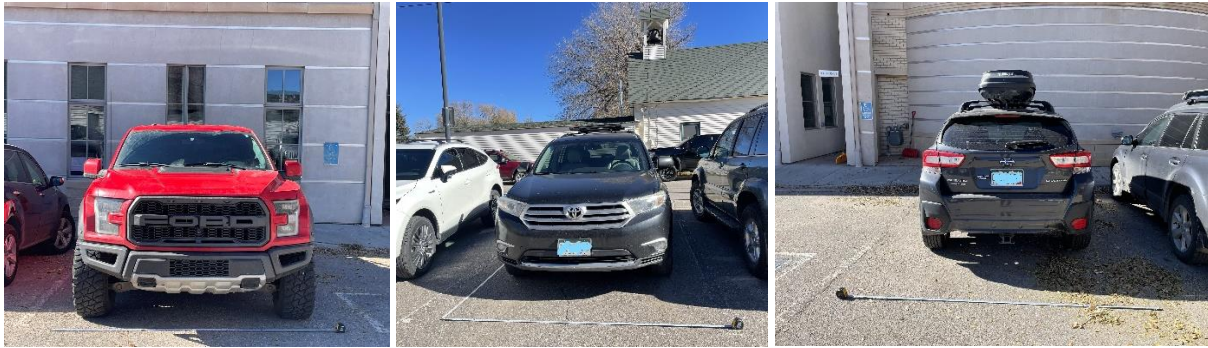
Potential Issues

- Greater potential for dinging neighbor’s car and neighbor disputes
- Larger vehicles would need to be parked elsewhere on the property

Staff believes granting the design variance will benefit a desirable affordable housing project, and will therefore serve the public good. Data from the ongoing housing assessment shows a severe lack of affordable housing units within the Town. In an effort to achieve affordability, the Applicant is providing the greatest reasonable density to the property and cutting costs where possible and practicable. While the ‘public good’ can be hard to define at times, a development where 100% of the units are deed-restricted is arguably a good example. This project exceeds the Town’s LERP requirements and is also attempting to exceed the Town’s energy efficiency requirements. The modular home is net zero ready and Habitat is working with Holy Cross Electric and other partners on renewable energy solutions.

Staff does not anticipate negative impacts to the health, safety, or welfare of the future residents nor any adjacent properties from the granting of the variance. One of the three parking spaces provided for each unit meets the Town size standards. The three guest parking spaces provide additional options for visitors whose vehicles may not be able to comfortably fit within the limits of the reduced parking dimensions.

The typical dimensions for a compact car space is 8’ by 16’. The existing code does not provide a compact option for development within the Town. Staff has provided pictures of a couple vehicles parked in a reduced space (indicated by tape) in the Town’s own parking lot so Council can see how a reduced width may function. The Town granted a similar reduced parking space request for the Broadway Station building under the assertion that the ‘public good’ would be better served by granting the variance.



Development Agreement

The development agreement outlines the performance guarantee requirements and the process for completing public improvements. All the conditions of approval for the applications have either been incorporated into the development agreement or can be found in the resolution. The deed restricted units will be managed by Habitat for Humanity and are subject to the Housing Covenant in Exhibit C of the agreement.

The project is subject to the Town's three impact fees, Public Safety, Street Improvement, and Fire Safety, as well as a required water dedication. The Applicant has submitted letters requesting waivers from the Town's impact fees and water dedication to support the affordable housing project. The decision to waive these fees is at the discretion of Town Council. Town Council may choose to require all fees, provide a partial waiver of fees, or waive the fees completely. The agreement, as currently drafted, includes language waiving these fees in Section 12. The computation for the Public Safety, Street Improvement, and Fire Safety fees is outlined in Chapter 4.13 of the Municipal Code and the combined total for this project would be \$51,016.96. If Town Council chooses not to approve the development agreement as presented, the project can receive conditional approval with amendments to provisions of the development agreement.

The water rights dedication is triggered under Title 12 when there is a subdivision requiring a change in zone district, which is the case for this project. However, the Code also allows, through an engineering report, for the Applicant to show they have met the basic dedication requirement and request a waiver. Attached to the Applicant's waiver request is an analysis from the Town's Water Counsel that shows the consumptive use of the proposed project will balance with the existing irrigated open area use. Since the proposed use is not anticipated to generate greater water consumption, staff believes the water dedication requirement has been satisfied as noted in Section 6.1 of the development agreement.

The Municipal Code provides mechanisms for exempting all or a portion of the required impact fees if the waiver is in the best interest of the public by encouraging activities with "significant social, economic or cultural benefits". This project will enable local workers to purchase homes which may not have been an option under the current housing market. Twelve of the units will be sold to educators. Stable housing for local residents strengthens the sense of place and community. Economic benefits come from housing the local workforce. Permanently affordable workforce housing supports the local businesses and other employers in the community.

Staff also considered the impact fee waiver request against the Town goals and policies in the Elevate Eagle Comprehensive Plan and the Town Strategic Plan. The Comprehensive Plan includes a policy to

collaborate with community partners and the private sector to expand the reach of Eagle's workforce housing efforts. An objective of the Strategic Plan is for the Town to create opportunities for a diversified, attainable housing stock. Waiving these impact fees is not a specific policy mentioned in either document but may be an opportunity for the Town to partner in this effort.

The impact fee waiver request letter mentions collaboration on the Incentives Grant Program from HB21-1271. Staff has submitted a letter of intent to the Department of Local Affairs (DOLA) requesting funds to support this project. A pre-application meeting will be held with staff and DOLA representatives at the end of November. Following this meeting, staff will be presenting information on the grant and request a resolution of support from Town Council during a meeting. If the grant is awarded to the Town, the Town could potentially recoup the waived impact fees.

COMMUNITY INPUT:

Several public comments have been received and are included in attachment 'M: Public Comment'. Staff anticipates more written comments leading up to the meeting and will update the attachment as comments come in. This individual provided public comment during the October 18, 2022, P&Z Commission meeting.

BUDGET / STAFF IMPACT:

If Town Council agrees to waive impact fees for the project, the waived Fire Safety and Street Improvement fees will need to be paid by the Town's general fund in accordance with Section 4.13.220. and Section 4.13.230. of the Municipal Code. The Municipal Code does not specifically require a general fund transfer for the Public Safety Impact fees.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This work aligns with the 2020 Strategic Plan's major objective to 'Diversify the Attainable Housing Stock' by providing a deed-restricted purchase option, which is currently limited to (approximately) 102 of the 2,705 dwelling units within the Town (data from Economic Planning Systems). This project would provide an additional 16 permanently deed restricted units to the Town's housing stock.

The project also aligns with the major objective to 'Invest in Environmental and Energy Sustainability' by providing a 'net zero' ready product. As previously mentioned, the Applicant is pursuing sustainable clean energy solutions with community partners.

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, Preliminary Plan, Final Plat, and Associated Development Agreement for 747 E Third Street.

ATTACHMENTS:

- A: Application and Project Narrative
- B: Aerial and Site Photos
- C: Preliminary Plan and Final Plat
- D: Zoning Diagram
- E: Architectural Plans
- F: Civil Plans
- G: Subsoil Study 2022

- H: Drainage Memo
- I: Public Facilities Impact Report and Staff Recommendation
- J: Ability to Serve Letters
- K: Draft Declarations
- L: Planning Commission Meeting Minutes
- M: Public Comment
- N: Fee Waiver Requests
- O: Resolution 82, Series 2022 and Development Agreement



TOWN OF EAGLE
COMMUNITY DEVELOPMENT
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LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

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

PROJECT NAME Habitat for Humanity / 3rd Street Housing
PRESENT ZONE DISTRICT Residential Medium PROPOSED ZONE DISTRICT Residential Medium
(if applicable)

LOCATION

STREET ADDRESS 747 E. 3rd Street

PROPERTY DESCRIPTION

SUBDIVISION Eagle Valley Elementary + Middle School Subdivision, Lot 2 LOT(S) _____ BLOCK _____
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE Final plat to create 2.2 ac. lot for housing project. Development permit for 16 homes (8 duplexes)

APPLICANT NAME Habitat for Humanityvailvalley PHONE 970 748-6718

ADDRESS 455 Nottingham Ranch Road Avon, CO EMAIL emily@emily@habitatvailvalley.org

OWNER OF RECORD Eagle County Schools PHONE 970 328

ADDRESS PO Box 740 Eagle, CO 81631 EMAIL sandra.farrelle@eagleschools.net

REPRESENTATIVE Tom Braun PHONE 970 376 3316

ADDRESS 12 Vail Road Vail, CO 81657 EMAIL tom@braunassociates.com

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

APPLICATION SUBMITTAL ITEMS:

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

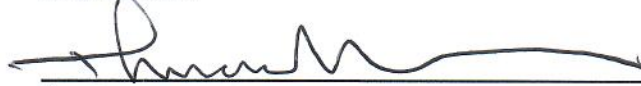
- ☐ Applicable fees and deposits.
- ☐ Project Narrative, describing the project, its compliance with any applicable review criteria, any impacts to the surrounding area, and any other relevant information.
- ☐ Surrounding and interested Property Ownership Report (see project specific checklist for more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

FEES AND DEPOSITS:

See Eagle Municipal Code Section 4.03.080

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

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



Signature

8/1/22
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 _____	
TC HEARING DATE _____	DECISION _____	

Preliminary Plan/Final Plat Subdivisions Development Permit Request

HABITAT FOR HUMANITY/3rd STREET CAMPUS

October 2022

00 INTRODUCTION

The purpose of this report is to explain two separate, but related land use applications that will allow for the development of a small housing project at the Eagle County School District's 3rd Street campus. Applications include Preliminary Plan and Final Plat applications to create a +/-2.297-acre parcel located at the west end of the 3rd Street Campus, and a request for a Development Permit to construct eight duplexes (16 dwelling units) on the property.

Information provided herein has been prepared in accordance with relevant sections of the Eagle Town Code, specifically Section 4.12 of the Subdivision regulations (Preliminary Plan and Final Plat Subdivisions) and section of 4.06.040 of the Zoning Code (Development Permit). These applications have been submitted on behalf of Habitat for Humanity Vail Valley (HH) as the applicant, in conjunction with the Eagle County School District (ECSD), owner of the subject property. A preliminary plan, final plat, architectural plans, civil engineering plan sets and other information has been provided under separate cover.

Upon approval of the final plat, ECSD will convey the 2.297-acre parcel to HH. HH will then construct sixteen homes (eight duplex buildings), on the property. When homes are constructed HH will submit duplex subdivision applications to create ownership interests for each home and to create one common parcel to be owned by the HOA.

Information described below addresses:

- I. Background on project*
- II. Overview of project*
- III. Development Impact Report*
- IV. Adequacy of Public Facilities Report*
- V. Local Employee Residency Program*
- VI. Evaluation of applicable review criteria*



01 BACKGROUND ON THE PROJECT

As is the case with virtually every employer in the Eagle River Valley, Eagle County Schools is severely impacted by both the lack of housing supply and the cost of housing. Housing has for a number of years been a major challenge in recruiting new employees and in retaining existing employees. These challenges have recently become far more acute than they have been in the past.

In 2020 the Board of Education adopted the ECSD Employee Housing Master Plan. This Plan established a goal to create 120 housing opportunities for District staff by 2030. In response ECSD has launched or completed the following initiatives:

- *Finalizing a collaboration with HH on the construction of 12 homes on ECSD at the IK Bar Ranch in Gypsum.*
- *Evaluating the feasibility of developing staff housing on land in Gypsum and Minturn.*
- *Securing master leases for apartment units in Gypsum, Eagle, and Avon.*
- *Initiated construction of a staff rental housing project located in Edwards.*

Among other recommendations, the housing master plan identifies the potential for a small housing project located at the southwest corner of ECSD's 3rd Street Campus in Eagle. This location was identified for a number of reasons – this portion of the campus is not utilized by school activities, residential development of the site is compatible with the surrounding neighborhood, the site terrain is buildable, and access and utilities are proximate to the site.

A small infill project in this location is viewed as a creative, responsible, and effective way of directly addressing District's need for staff housing, and in doing so make a small contribution to our County-wide housing crisis.

In 2018 ECSD collaborated with HH on the development of 12 homes at the District's IK Bar property in Gypsum. ECSD provided the land for this project and HH then constructed the homes and provided preference to ECSD staff in the family selection process for homeowners. This project has resulting in 12 ECSD staff and their families' becoming homeowners. A similar program is envisioned for 3rd Street. One notable difference is that with 3rd Street, homes constructed by HH will be targeted directly to ECSD families with incomes in the 80-100% AMI level (an income level higher than families typically served by HH). This change was done in hopes of making homes available to "the missing middle" of the housing market – families with income too high to compete for a HH home, yet too low of income to buy a home in the open market.

Earlier this year the Town approved a Sketch Plan for the project and rezoning of the parcel to Residential Medium. Based on the size of the proposed parcel, zoning of the property allows for up to 16 dwelling units. The Development Permit application for the project reflects 16 dwelling units. Below is a site plan of the proposed project.

02 OVERVIEW OF THE PROJECT

This section describes the approach to the design of the project, addresses other development considerations as prescribed by the subdivision and development permit processes, and describes Project Design Variations that have been proposed.

Approach to Design

A handful of parameters were established for the site design of the project. These included:

- *Provide efficient, cost-effective building sites for each duplex building*
- *Comply with the Town's zoning and site development standards*
- *Minimize homes fronting directly on 3rd Street and the number of road cuts on 3rd Street*
- *Maintain the functionality of the adjoining football field*
- *Avoid impacts to the existing cottonwood trees along 3rd Street*
- *Utilize to the extent feasible the flatter portion of the site at the northern end of the property*
- *Provide a workable, convenient access drive*

The proposed site plan addresses each of these parameters. This plan is very similar to the site plan provided during Sketch Plan review. The one notable exception is now all drive access to homes will be off the internal access drive (the Sketch Plan indicated one duplex building accessed directly off 3rd Street).



Northern portion of the site is very flat.



Sloping portion of the site along 3rd Street.

The site plan on page 4 depicts eight duplexes, or sixteen homes. Two different designs are proposed. The four duplex buildings located on the northern portion of the site are referred to as Type A. The design of these homes has adjoining one-car garages (forming the party wall) with residential units on either side. Being on the flat portion of the site, these units will require minimal site grading. The four duplex buildings on the sloping portion of the site are referred to as Type B. These buildings are benched into the hillside, with the garages serving as a retaining wall. These buildings also have adjoining garages (forming the party wall) with residential units directly above. This design approach was taken to minimize site grading on this portion of the site. These two design types are a direct response to site terrain.

Zoning and Development Considerations

The project has been designed to comply with all applicable zoning standards. A zoning diagram depicting these standards is provided under separate. Below is a summary of development standards:

Zoning Standard	Allowable	Proposed
<i>Density</i>	<i>16 units (6,000sf min lot size)</i>	<i>16 units</i>
<i>Floor Area</i>	<i>80%, or 80,229sf</i>	<i>26.9% or 26,960sf</i>
<i>Setback, front</i>	<i>25'</i>	<i>+/-45'</i>
<i>Setback, side</i>	<i>12.5' or ½ building height</i>	<i>+/-15'/22'</i>
<i>Setback, rear</i>	<i>20'</i>	<i>+/-30'</i>
<i>Building Height</i>	<i>35'</i>	<i>Varies, 24'4" - 32'1"</i>
<i>Lot Coverage</i>	<i>40% buildings, 60% total</i>	<i>14.9% buildings, 18.9% other</i>
<i>Parking</i>	<i>3 spaces per unit</i>	<i>3 spaces per unit plus 3 guest</i>

The zoning diagram on the following page depicts the proposed zoning standards outlined above. Minor variations to the size of parking spaces are proposed. These variations are described below in a section entitled Project Design Variances.

Traffic/Site Access/Parking

Based on International Traffic Engineers (ITE) trip generation manual, townhome/duplex units generate on average 7.3 daily trips. 16 townhome units would generate 117 daily trips. Access to and from the site would likely be equally split between 3rd Street to downtown and points west or via 3rd Street to Church Street and Bluffs Road to points east or to Interstate 70.

The same access points described above provide access to the two schools, the Bluffs and Upper Kaibab neighborhoods and many homes south of 3rd and east of Church Street. The incremental traffic from the proposed project will not add appreciably to existing traffic volumes on surrounding streets. Being a small-scale project with limited traffic impact on the local road system, a formal traffic impact analysis has not been prepared.

Site access is provided by a private access drive off 3rd Street. This drive is 24' wide and in all cases is less than 8% grade. Including curb and gutter the drive is 26.5' from flowline to flowline. The road, water lines and sewer lines are located within a 50' wide access and utility easement. Each duplex building is accessed from this private drive. A 5' wide sidewalk is located along the east side of the drive. This sidewalk varies from the sidewalks as contemplated by town standards, a variation to these standards is described below in a section entitled Project Design Variances.

The Type A units have one garage space and two surface parking spaces in the driveway. The Type B units have two tandem spaces in the garage and one surface space in the driveway. This parking satisfies the code requirement of 3 spaces per unit. Three guest parking spaces are also provided along the common access drive.



View from the site towards 3rd Street.

Utilities and Easements

The proposed project will not have a significant impact on exiting utility systems. Based on dialogue with town staff, the Town's water and sewer plants have capacity to serve the project and the 16 small homes will not have an appreciable impact on water and sewer main lines in 3rd Street.

HH's design team has initiated discussions with shallow utility providers that will serve the

project. Ability to serve letters for electric and communications have been provided. An engineer's preliminary opinion of probable costs for public improvements and a civil design package for such improvements has been provided under separate cover.

Drainage and Stormwater Management

Surface drainage from this portion of the 3rd Street Campus (and much of the rest of the campus) flows south to southwest to a shallow swale along 3rd Street. A culvert is located at the southwest corner of the site that daylights along the right-of-way adjacent to the Greater Eagle Fire District station. The proposed grading and drainage plan for the housing site will maintain this same drainage flow. A small detention basin is proposed at the southwest corner of the site. This basin will detain runoff and release water at a rate equal to or less than historic flows. A drainage easement is depicted on the preliminary plan and final plat along 3rd Street. This easement accommodates pass through drainage from the school site and the proposed detention facility.

A drainage report and grading/drainage plans have been provided with this submittal.

Soils and Geotech

A Subsoil Study for Foundation Design was completed in 2022. A copy of this report has been provided under separate cover.

Project Covenants

A draft of the declaration/project covenants for the project has been provided under separate cover. This document will be finalized prior to recording of the final plat or prior to submittal of the first duplex subdivision for the project. An HOA will be established. In addition to handling all standard HOA responsibilities, the HOA will maintain landscaping of all common areas surrounding the duplex homes.



View of site looking to the west.

Municipal and Parkland Dedication

Section 4.13.019 of the town code, Municipal and Parkland Dedication, exempts the re-subdivision of already subdivided land. The subject property has been subdivided and as such municipal and parkland dedication is not required.

School Dedication

If applied to this project, the School Land Dedication would require a dedication of .23 acres of land. This amount is based on the number and type of units that are contemplated by the project. The proposed residential project is located on a "surplus" portion of a larger school site owned by ECS. ECS requests a waiver to the school dedication requirement.

Population report

The average household size in the Town of Eagle is approximately 3.5 people per unit. Based on this average the proposed project will generate approximately 56 residents.

Water Rights

In accordance with 12.26.050 of the town code, the dedication of water rights sufficient to meet the needs of the project is required. A request for a waiver from this requirement has been made under separate cover.

The subject property does not have any water rights. If the waiver is not granted, the project would propose to satisfy this requirement with payment of cash in lieu of water rights dedication.

Project Phasing

All site work (access drive, drainage improvements, water and sewer lines, etc.) will be constructed in one phase. It is anticipated that all sixteen homes will also be constructed in one phase.

Lighting

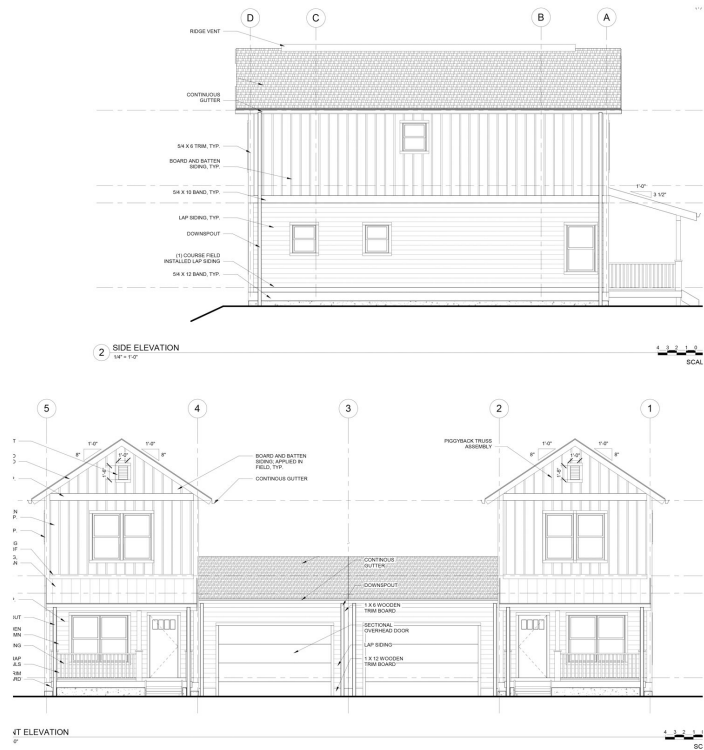
In order to minimize impacts to the night sky, no streetlights are proposed along the project entry drive. Exterior lighting on homes will be limited to satisfying building code requirements for lighting garage and man-doors. A dark sky compliant fixture (cutsheet is provided under separate cover) is proposed.

Refuse

Each unit owner will be responsible for their own trash and recycling.

Building Colors

Building elevations and color palette's are found on the following page.



BLDG	BOARD&BATT	LAP SIDING	TRIM
13/14	SW7516	SW9130	SW7005
11/12	SW7516	SW7048	SW7005
10/9	SW7516	SW9111	SW7005
8/7	SW7516	SW7622	SW7005



SW 7048
Urbane Bronze
(245-C7)



SW 7501
Threshold Taupe
(250-C5)



SW 9130
Evergreen Fog
(215-C4)



SW 7622
Homburg Gray
(238-C7)



SW 9169
Chatura Gray
(242-C6)



SW 9111
Antler Velvet
(205-C3)



SW 7516
Kestrel White
(266-C5)



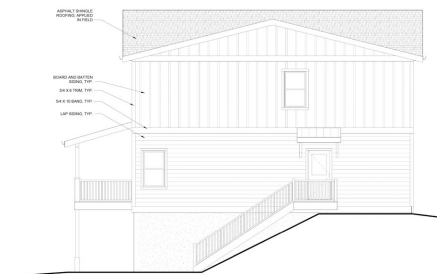
SW 7621
Silvermist
(281-C1)



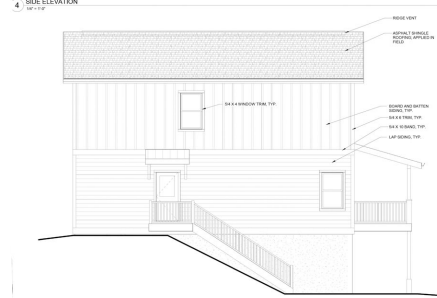
SW 7625
Mount Etna
(279-C2)



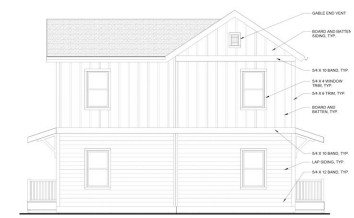
SW 7005
Pure White
(255-C1)



4 SIDE ELEVATION
1/4" = 1'-0"



3 SIDE ELEVATION
1/4" = 1'-0"



2 REAR ELEVATION
1/4" = 1'-0"



1 FRONT ELEVATION - DUPLEX PA
1/4" = 1'-0"

BLDG	BOARD&BATT	LAP SIDING	TRIM	CONC
6/5	SW7516	SW7501	SW7005	SW9169
4/3	SW7516	SW7048	SW7005	SW9169
2/1	SW7516	SW7621	SW7005	SW9169
15/16	SW7516	SW7625	SW7005	SW9169

Preliminary Plan and Final Plat

ECSD's 3rd Street Campus was originally created in the early 1970's. The Eagle Valley Elementary School and Middle School Subdivision was approved and recorded in 2019, this plat vacated a handful interior lot and created Lots 1 (the eastern portion of the site) and Lot 2 (the western portion of the site).

An amendment to the 2019 plat is proposed. The plat will subdivide lot 2 into Parcel A and Parcel B. Parcel A is the Eagle Valley Middle School site. Parcel B is the proposed 2.297-acre housing site. Access, utility, and drainage easements on the 2.297-acre parcel are also established by the amended plat.

The concurrent review of a preliminary plan and final plat is proposed. While very similar, the required contents of a preliminary plan vary slightly from a final plat. For this reason, both a preliminary plan and final plat have been submitted, copies of which are provided under separate cover.

Project Design Variances

Variances to two design standards are proposed. These include variances to parking space dimensions and to standards for sidewalks.

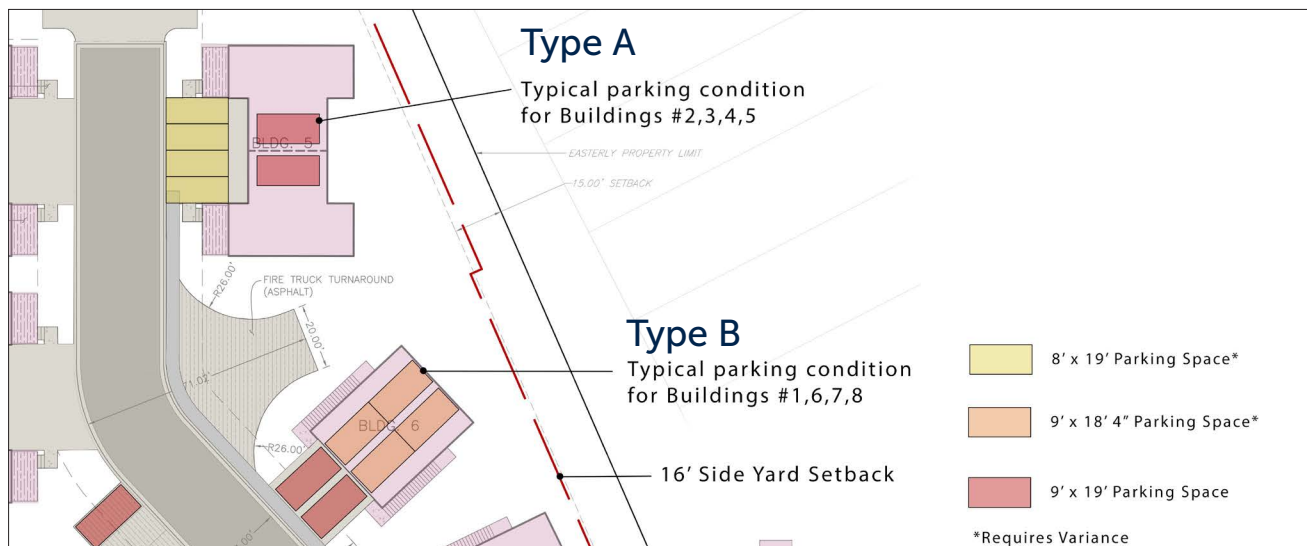
Parking Space Dimensions

Town standards require parking spaces to be 9' in width and 19' in length.

Type A units include one over-sized garage space (compliant with standards) and two side by side driveway spaces. The driveway spaces are 19' long and 8' wide (1' less than the standard).

Type B units include one driveway space (compliant with standards) and two tandem garage spaces. The garage spaces are 9' wide and 18' 4" long (8" less than the standard). The excerpt below from the project zoning diagram depicts the proposed parking design:

Proposed parking space design for Type A and Type B units is demonstrated on this diagram.



The requested variances are driven by two factors:

- *The homes are modular, and the dimensions of the homes are set by the modular home provider, and*
- *A desire to minimize the construction costs in keeping the Habitats goal of provided affordable homes.*

All garages are designed with +/-15' of width, the reason for this is to provide ample storage within the garage. With unit Type B, the garage will be constructed on-site and the home will be placed atop the garage. The building footprint of the home is 38' long. With +/-8" walls at either end of the building the available dimension for the parking spaces is 18' 4". With unit Type A, the garage will be constructed on-site and the home will be placed next to the garage. The significantly over-sized garage width helps facilitate the two-parking space wide driveway.

One of four findings need to be made for a variance to be granted. One of these is *"that the public good would be better served by granting the variance"*. Granting these variances would serve the public good by allowing the applicant a minor degree of design flexibility necessary to provide attainable and affordable homes. Further, the extent of the requested variance is minor. The proposed parking space dimensions will be more than adequate for the residents use. As a side note, the town code does allow for 8' wide compact spaces, validating that an 8' wide space is functional.

Sidewalks

The Town's development regulations do not include standards specific to private drives such as that proposed for this project. Town staff has applied road standards to the project. While the proposed design by and large complies with these standards (e.g., 50' easement, road width, maximum grade, curb/gutter detail), the Town's road standards contemplate a 4' wide sidewalk with a 7' landscape strip on both sides of the road. Given the limited scope of this project (just 16 homes), a 5' wide attached sidewalk on one side of the access drive is proposed.

One of four findings need to be made for a variance to be granted. One of these is *"that the public good would be better served by granting the variance"*. Granting this variance would serve the public good by allowing the applicant site design flexibility necessary to achieve the desired development program and provide attainable and affordable homes. Further, the Proposed sidewalk is suitable for meeting the needs of this small residential project.

03 DEVELOPMENT IMPACT REPORT

Below is a Preliminary Impact Report for the project. Given the limited scope and location of the project, and the site being previously developed, there are no adverse impacts anticipated from the development of housing on this property.

1. By altering an ecological unit or landform, such as a ridgeline, saddle, draw, ravine, hillside, cliff, slope, creek, marsh, watercourse, or other natural landform feature;

Response

None of the features listed above are found on the site, or will be affected by the project.

2. By directly or indirectly affecting a wildlife habitat, feeding, or nesting ground;

Response

The site was previously developed with a school and related development, there are no wildlife resources on the property.

3. By substantially altering or removing native grasses, trees, shrubs, or other vegetative cover;

Response

There is no native vegetation on the site.

4. By affecting the appearance or character of a significant scenic area or resource, or involving buildings or other structures that are of a size, bulk, or scale that would be in marked contrast to natural or existing cultural features.

Response

The site is surrounded by a residential neighborhood. Development of the site will not affect scenic areas or resources. Proposed buildings are compliant with applicable zoning standards and will be similar in size and scale to surrounding development.

5. By potentially resulting in avalanche, landslide, siltation, settlement, flood, or other landform change of hazard to health and safety;

Response

None of the hazards listed above affect the site.

6. By discharging toxic or thermally abnormal substance or involving use of herbicides or pesticides, or emitting smoke, gas, steam, dust, or other particulate matter.

Response

The site will be developed for residential use and will not involve discharge of toxic or thermally abnormal substances, or emission of smoke, gas, etc.

7. By involving any process which results in odor that may be objectionable or damaging;

Response

The proposed residential use will not involve objectionable odors.

8. By requiring any waste treatment, cooling, or settlement pond, or requiring transportation of solid or liquid wastes to a treatment or disposal site;

Response

The proposed residential use will not require any of the considerations listed above.

9. By discharging significant volumes of solid or liquid wastes;

Response

The proposed residential use will not require any of the considerations listed above.

10. By increasing the demand on existing or planned sewage disposal, storm drainage, water distribution system, streets, or other utility systems to a level which is likely to cause an adverse impact on the environment;

Response

The development is limited to sixteen small residential units. This level of development will not will adversely affect the systems listed above to a level that would adversely impact the environment.

11. By involving any process which generates noise that may be offensive or damaging.

Response

The proposed residential use will not generate offensive levels of noise.

12. By either displacing significant numbers of people or resulting in a significant increase in population;

Response

The project will not displace people, nor will it significantly increase the town's population. Homes in Eagle average 3.5 people per residence. Based on this rate, the project will add 56 residents.

13. By pre-empting a site which is desirable for recreational uses or planned open space;

Response

The project has been designed to maintain the adjoining athletic field; no existing recreation use is affected.

14. By altering local traffic patterns or causing an increase in traffic volume or transit service need;

Response

The project will add a small amount of traffic to the local road system, such traffic will not alter local traffic patterns. Based on International Traffic Engineers (ITE) trip generation manual, townhome units generate on average 7.3 daily trips. 16 townhome units would generate 117 daily trips. Access to and from the site would likely be equally split between 3rd Street to downtown and points west or via 3rd Street to Church Street and Bluffs Road to points east or to Interstate 70.

15. By substantially affecting the revenues or expenditures of the Town government;

Response

The limited scope of the project will not substantially affect town revenues or expenditures.

16. By increasing the demand on existing or planned school facilities to a level which is likely to cause an adverse impact on such school facilities, an adverse impact on educational opportunities, or an adverse impact on the revenues and expenditures of the Eagle County School District RE 50-J;

Response

Based on the housing type, its intended occupants, and student generation rates for comparable projects in the western end of Eagle County communities, it is estimated that the project will generate approximately 10 students (K-12). Surrounding schools have capacity to accommodate these students.

17. By being a part of a larger project which, at any future stage, may involve any of the impacts listed above.

Response

The project is not associated with any other project.

04 ADEQUACY OF ADEQUATE PUBLIC FACILITIES

Section 4.14 – Assurance of Public Facilities, of the town code is intended to ensure, among other things, that public facilities are adequate to serve the proposed development and service levels will not diminish below service levels adopted by the Town. Development applications are required to include a Public Facilities Information Report that addresses public schools, fire protection services, emergency medical services, and street facilities.

Public Schools

Local schools that will serve students from this project include Eagle Valley Elementary and Eagle Valley Middle (both immediately adjacent to the site) and Eagle Valley High School in Gypsum.

Based on the housing type that is proposed, its intended occupants, and student generation rates for comparable projects in the western end of Eagle County communities, it is estimated that the project will generate approximately 10 students (K-12). Surrounding schools that will serve the project have capacity to accommodate these students.

Fire Protection Services

The Greater Eagle River Fire Protection District Station Shelton No. 9 Station is located immediately adjacent to the site. The District has provided a letter indicating among other things that response times will be within Town standards, that fire flows are adequate, and that the project will not increase insurance (I.S.O) fire protection classifications within the District. A copy of this letter is provided under separate cover.

Emergency Medical Services

Eagle County Paramedic Services has provided a letter indicating they have no objections to the project for an EMS perspective, that access and turnaround areas are adequate, and response time standards can be met. A copy of this letter is provided under separate cover.

Street Facilities

Based on International Traffic Engineers (ITE) trip generation manual, townhome/duplex units generate on average 7.3 daily trips. 16 townhome units would generate 117 daily trips. Access to and from the site would likely be equally split between 3rd Street to downtown and points west or via 3rd Street to Church Street and Bluffs Road to points east or to Interstate 70.

The same access points described above provide access to the two schools, the Bluffs and Upper Kaibab neighborhoods and many homes south of 3rd and east of Church Street. The incremental traffic from the proposed project will not add appreciably to existing traffic volumes on surrounding streets. Being a small-scale project with limited traffic impact on the local road system, a formal traffic impact analysis has not been prepared.

05 LOCAL EMPLOYEE RESIDENCY PROGRAM

100% of all proposed units will be deed restricted in accordance with Habitat for Humanity procedures. HH deed restrictions meet or exceed LERP standards. Below is a brief explanation of how the proposal relates to LERP requirements.

E. Residential development requirements.

1. Number of local employee residences required. All residential annexations, new residential subdivisions, new planned unit developments containing residential units, development permits for new multifamily residential developments and special use permits for high density multifamily dwellings, approved after the effective date of the ordinance from which this section is derived, containing ten or more residential units, shall set aside at least ten percent of those units as local employee residences as defined in this section and the Town's local employee residency requirements and guidelines. In addition, the developer of such project shall construct local employee residences in accordance with the Local employee residency requirements and guidelines. For those development of less than 30 units whose calculation results in a fraction of a unit, the local employee residence requirement shall be rounded down to the nearest integer. For those developments of 30 or more residential units whose calculation results in a fraction of a unit, the local employee residence requirement shall be rounded to the nearest integer (up or down).

Response

LERP requires 10% of proposed units to comply with employee residency requirements. 100% of the 3rd Street units will have a permanent affordable housing covenant that determines the maximum resale price and requires occupancy by locals.

2. Determination of mix units. The mix of local employee residences available for purchase shall average a price affordable to households earning 90 percent of the maximum income limits as set forth in the Town's local employee residency requirements and guidelines. The affordable price shall be calculated based on mortgage principal, interest, taxes, and insurance, not to exceed 33 percent of gross household income. The calculation shall assume a 95 percent loan to value ratio, and a 30-year mortgage at prevailing interest rates. The average price may be achieved by providing units affordable to households not greater than 100 percent of the maximum income limits as set forth in the Town's local employee residency requirements and guidelines.

Response

Habitat is a not-for-profit home builder, and homes are sold at cost. HFHV is able to leverage its expertise and relationships to build and sell homes well below market value. While every project is different, historically HFHV has been able to sell home for approximately half of market value.

3. Location and character of local employee residences. Local employee residences shall be distributed throughout the proposed development, to the extent possible. Off-site local employee residences may be approved, with the developer's consent in the Town's discretion, at a location to be determined by agreement of the Town and the developer. A cash payment in lieu of local employee residences may be permitted, with the developer's consent in the Town's discretion, in an amount to be determined by agreement of the Town and the developer. The proposed character and density of local employee residences shall be compatible with the surrounding land uses and neighborhood character, and suitable for the proposed site. Development and construction of local employee residences shall comply with all other requirements of this Title.

Response

Given that the entire development would be considered local employee residences, location does not apply. The site plan and elevations demonstrate how the proposed character and density of the development is compliant and compatible with the surrounding neighborhood.

4. Schedule for construction of local employee residences. A developer shall construct the required local employee residences prior to, or concurrently and proportionally with, the production of market rate housing or the sale of market rate lots. Prior to receiving development approval, the developer shall provide the Town with a proposed construction schedule for approval by the Town that clearly delineates the start and completion dates of the production of market rate units and/or the sale of market rate lots and the construction of local employee residences in accordance with the Town's local employee residency requirements and guidelines.

Response

N/A, given the entire project is considered local employee residences.

5. Deed restrictions. All local employee residences required by this section shall be deed restricted, in accordance with the requirements of the local employee residency requirements and guidelines, and as approved by the Town Attorney, as to rental or ownership and occupancy by persons and as to the resale price of the unit. The deed restriction shall be provided to the developer for review at the time of approval of the developer's local employee residency plan. Prior to the issuance of any building permit within the development, the Town shall have an approved, executed and recorded deed restriction for all local employee residence lots or units in the project or phase of the project, if applicable. Such deed restrictions shall not be subject to any recorded liens or encumbrances.

Response

100% of the units will be deed restricted. A template of the permanent affordable housing covenant is provided in the appendix of this report.

06 REVIEW CRITERIA

The review criteria used to evaluate Preliminary Plan, Final Plat and Development Permit applications involves consideration of how the proposal conforms with Elevate Eagle – Town of Eagle Comprehensive Plan, how the subdivision complies with the approved Sketch Plan and applicable subdivision design standards, and how the Development Permit complies with applicable zoning standards.

Development Permit

The project has been designed in compliance with all applicable zoning standards for the Residential Medium Density zone district. A zoning standard diagram is provided in the appendix of this report.

Preliminary Plan and Final Plat Subdivision

The Preliminary Pan and Final Plat are in substantial conformance with the project Sketch Plan that was approved earlier this year. The only notable difference is all homes are now accessed via the internal, private drive (the Sketch Plan had one duplex accessed directly on 3rd Street).

Elevate Eagle – Town of Eagle Comprehensive Plan

Below are relevant excerpts from the Elevate Eagle and commentary on how the development proposed by the Preliminary Plan, Final Plat and Development Permit are consistent with the vision of the Plan, goals and policies, and Action Steps.

The Vision

Our Plan

The Town of Eagle Today – Why We Are Planning (Page 6)

The Town's adventurous reputation has started to attract young families seeking an active lifestyle. In fact, Eagle's population more than doubled between 2000 and 2010. Although Eagle is becoming increasingly popular with tourists, there is a significantly higher percentage of homeowners and single-family homes in Eagle than in the County overall, suggesting it is home to more year-round residents than neighboring up valley Towns. As the Town of Eagle continues to grow, so does the need for a Comprehensive Plan. The Town has maintained its small-town feel with local shops and a close-knit community and there is a strong desire in the community to preserve these values as the Town continues to grow. Working together, residents, business owners, property owners, and employees have participated in the creation of Elevate Eagle.

Response

100% of the homes to be constructed at 3rd Street will be occupied by local

employees living year-around in Eagle. This will further the Town's desire to be a small-town, close-knit community of local residents.

Future Land Use Plan

Future Land Use Categories (Page 36)

Medium Density Residential

Single and multi-family neighborhoods built on a traditional development pattern, served by a highly connected street pattern, and interspersed with schools, public facilities, walkable neighborhood amenities, parks, and trails. Density - 4 - 16 DU/Acre"

Response

The project contemplated at 3rd Street is well within the density range of the MDR zone district.

Goals and Policies

Elevating Our Inclusive Culture

GOAL 1-1.

PROMOTE A WIDE RANGE OF ATTAINABLE HOUSING OPPORTUNITIES FOR YOUNG ADULTS, FAMILIES, AGING RESIDENTS, WORKFORCE, AND OTHERS. (Page 48)

Policy 1-1.3.

Stimulate the creation of workforce housing through town policies, incentives, and regulatory procedures. Collaborate with community partners and the private sector to expand the reach of Eagle's workforce housing efforts.

GOAL 1-2.

EXPAND AND DIVERSIFY THE TOWN'S ECONOMIC OPPORTUNITIES.

Policy 1-2.5.

Provide opportunities for a balanced mix of housing and services to support local businesses, employees, residents, and visitors. (Page 48)

Response

Eagle County Schools collaboration with Habitat for Humanity will implement Policy 1-1.3 with the development of a small, workforce housing project. It is an excellent example of how organizations can partner to expand the reach of Eagle's workforce housing efforts.

Elevating Our Unique Character

GOAL 2-3.

CELEBRATE THE TOWN'S UNIQUE SMALL-TOWN CHARACTER. (Page 50)

Policy 2-3.3.

Ensure new development builds upon and adds value to Eagle's unique community character through adherence to high quality standards of design and construction.

- a. Ensure residential infill and redevelopment blend appropriately with the character and scale of surrounding neighborhoods.
- b. Utilize infill and conservation-oriented development to accommodate growth while retaining open lands and protecting environmentally sensitive areas.

Response

The proposed site at the 3rd Street Campus is an excellent example of a residential infill project that is in keeping with the character and scale of the surrounding neighborhood.

Response

The project is within .5 miles of an ECO bus stop, consistent with ECO's threshold for a comfortable walking distance.

Action Plan

Elevating Our Unique Character

Our Actions

2.20 - Identify specific redevelopment and infill opportunities on vacant or under-utilized lots in otherwise built-up areas through future sub-area planning efforts. (Page 67)

Response

While this site was identified by ECS and not the town, it represents an infill opportunity on under-utilized land.

Elevating Our Connections

Our Actions

5.3 - Promote compact development, allowing increased residential, retail, and mixed-use densities in areas close to transit stops where appropriate. (Page 72)

Response

Approval of this proposal will allow increased residential development of a location that is close to a transit stop.

Other Considerations/2018 Existing Conditions

Who We Are/Why It Matters

"Therefore, it will be important for Eagle to attract a variety of housing options to support

new employees and their families, housing preferences of retirees and millennials, and housing attainability for Eagle's diverse workforce and demographic base." (Page 79)

Response

The collaboration with Habitat for Humanity will result in housing attainability for Eagles workforce.

Where We Live/Housing Types

"There is a lack of middle density housing, including duplexes, triplexes, and other multi-family housing options that fall between single-family homes and apartment complexes. This "middle" section of housing provides housing options to many different people such as new families trying to establish roots in Eagle, older couples or empty-nesters looking to downsize, and families or individuals that cannot afford or care for a single-family home. A healthy mix of housing types in a community encourages a diverse population with a wide range of skill sets and interests that propel an economy forward." (Page 82)

Response

The housing type envisioned for the subject property is in line with the "middle density" outlined above.

Housing Attainability/ Why It Matters

"Local housing is an essential part of building a livable community. Attractive housing markets can draw new residents and employers. Recent trends indicate a strong relationship between the availability of affordable and rental housing options and a variety of housing types increases the number of Millennial and young families looking to relocate and establish roots in Eagle. Similarly, a diverse housing stock is a determining factor in retaining older residents based on the ability to down-size or stay in the community. (Page 83)

Response

The housing project envisioned for the subject property will provide an affordable opportunity for up to 16 families and will add to the diversity of the Town's housing stock.

Our Economy/Why It Matters

"Employment options are essential to the long-term vitality and sustainability of our Town, businesses, and residents."

"Housing attainability impacts our economy tremendously. Employers in the area reported that the lack of attainable housing is decreasing their ability to grow their business and retain employees." (Page 85)

Response

The creation of these attainable homes will greatly benefit the staff of ECS and in doing so help the district retain staff.

PROJECT INFORMATION

The following information has been provided under separate cover:

- *Landscape/site plan*
- *Zoning Diagram*
- *Title Report*
- *Subsurface Soils Report*
- *Civil Package*
- *Architectural Plans*
- *Letter from Ambulance District*
- *Letter from Eagle River Fire Protection District*
- *Electric and communications ability to serve letters*
- *Draft HOA documents*
- *Housing Deed Restriction Template*
- *Exterior Lighting Cut sheet*
- *Building Elevations with color palettes*

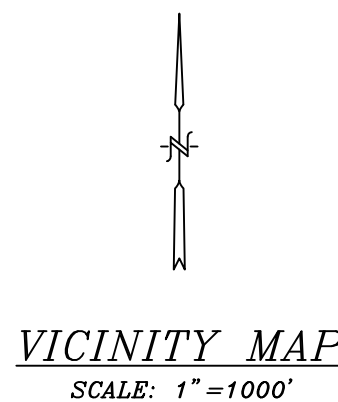
Aerials



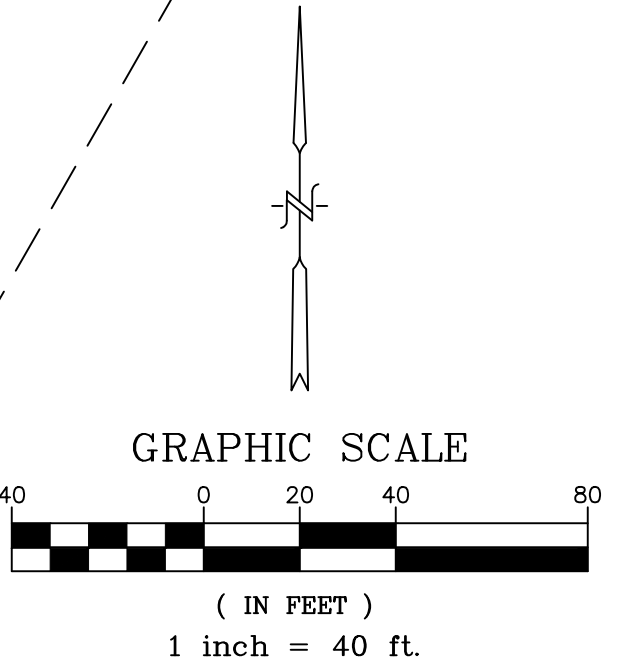
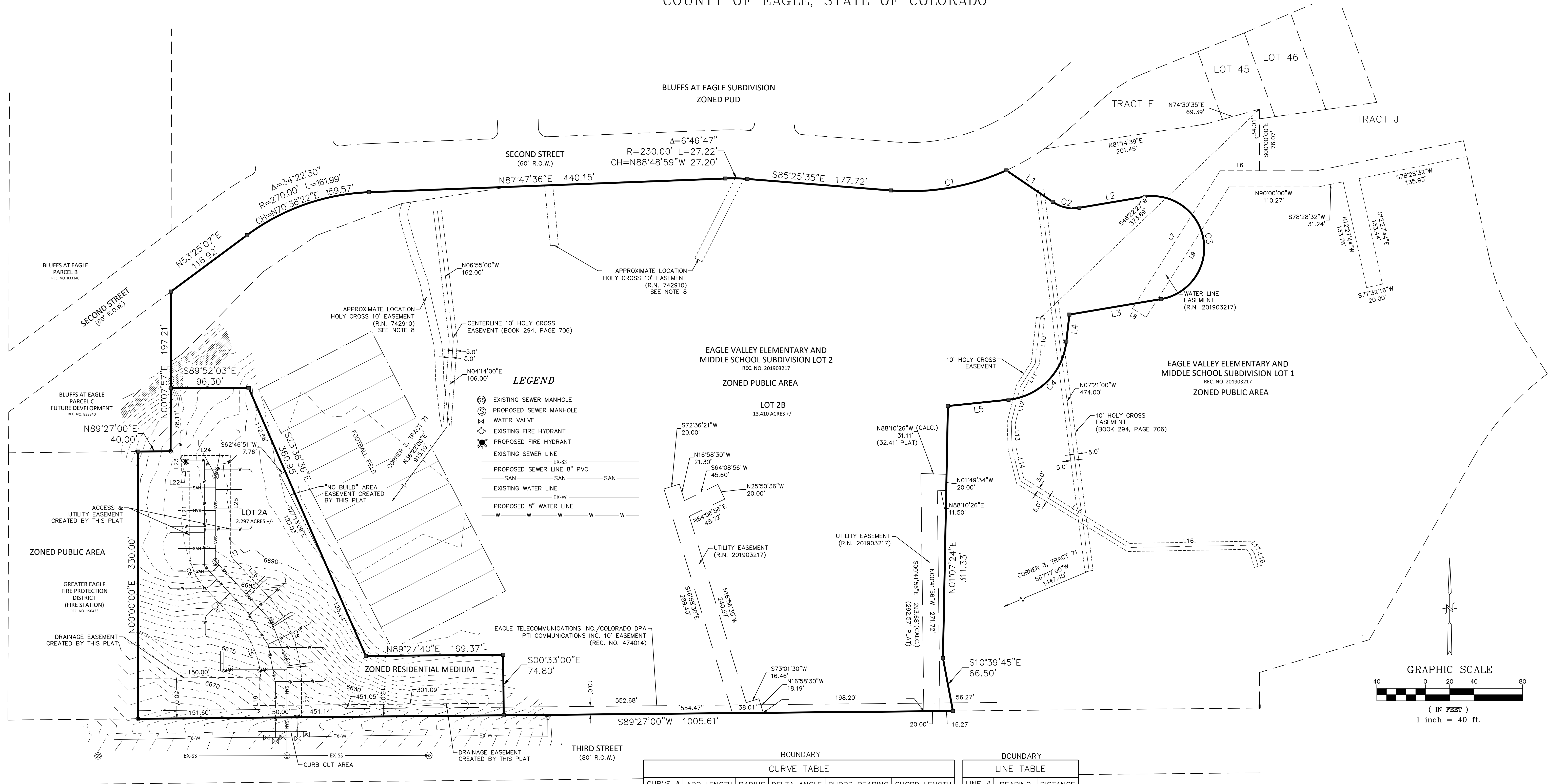
Site Photos







PRELIMINARY PLAN
A RESUBDIVISION OF
LOT 2, EAGLE VALLEY ELEMENTARY AND MIDDLE SHOOOL SUBDIVISION
TOWN OF EAGLE
COUNTY OF EAGLE, STATE OF COLORADO



MONUMENT LEGEND

- SET 18" No. 5 REBAR WITH 1" PINK PLASTIC CAP MARKED PLC PLS 27598
- FOUND STREET MONUMENT BOX WITH PIN
- FOUND 2 1/2" G.L.O. BRASS CAP ON 1" IRON PIPE
- FOUND No. 5 REBAR WITH 1 1/2" ALUMINUM CAP STAMPED 37999

KAIBAB PARK FILING 1
ZONED RESIDENTIAL MEDIUM

BOUNDARY CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	146.19	290.00	28°53'02"	N80°07'56"E	144.65
C2	34.62	45.00	44°04'31"	S77°34'25"E	33.77
C3	201.06	64.00	180°00'00"	N09°36'40"W	128.00
C4	109.62	80.00	78°30'30"	S44°48'39"W	101.24

WATER LINE LINE TABLE

LINE #	BEARING	DISTANCE
L6	N90°00'00"E	48.80
L7	N32°28'04"E	201.73
L8	N57°20'23"W	20.00
L9	S32°27'24"W	190.79

HOLY CROSS ELECTRIC LINE TABLE

LINE #	BEARING	DISTANCE
L10	S06°27'32"W	56.58
L11	S32°49'43"W	34.15
L12	S13°57'43"W	46.02
L13	S01°58'35"E	31.88
L14	S13°56'51"E	40.96
L15	S58°25'31"E	157.18
L16	N88°56'04"E	148.10
L17	S35°41'56"E	12.02
L18	S16°18'26"E	16.95

BOUNDARY LINE TABLE

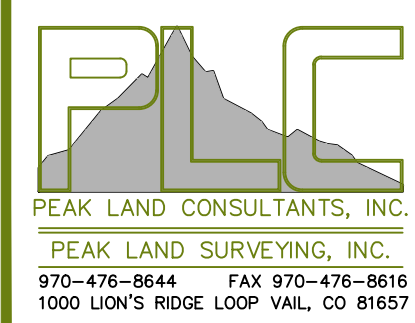
LINE #	BEARING	DISTANCE
L1	S55°45'20"E	69.15
L2	N80°23'20"E	80.50
L3	S80°23'20"W	114.68
L4	N06°33'25"E	33.52
L5	S84°03'53"W	75.21

ACCESS/UTILITY EASEMENT CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C5	84.90	113.00	43°02'54"	N21°31'27"W	82.92
C6	48.84	65.00	43°02'54"	N21°31'27"W	47.70
C7	11.27	15.00	43°02'54"	S21°31'27"E	11.01
C8	122.47	163.00	43°02'54"	S21°31'27"E	119.61

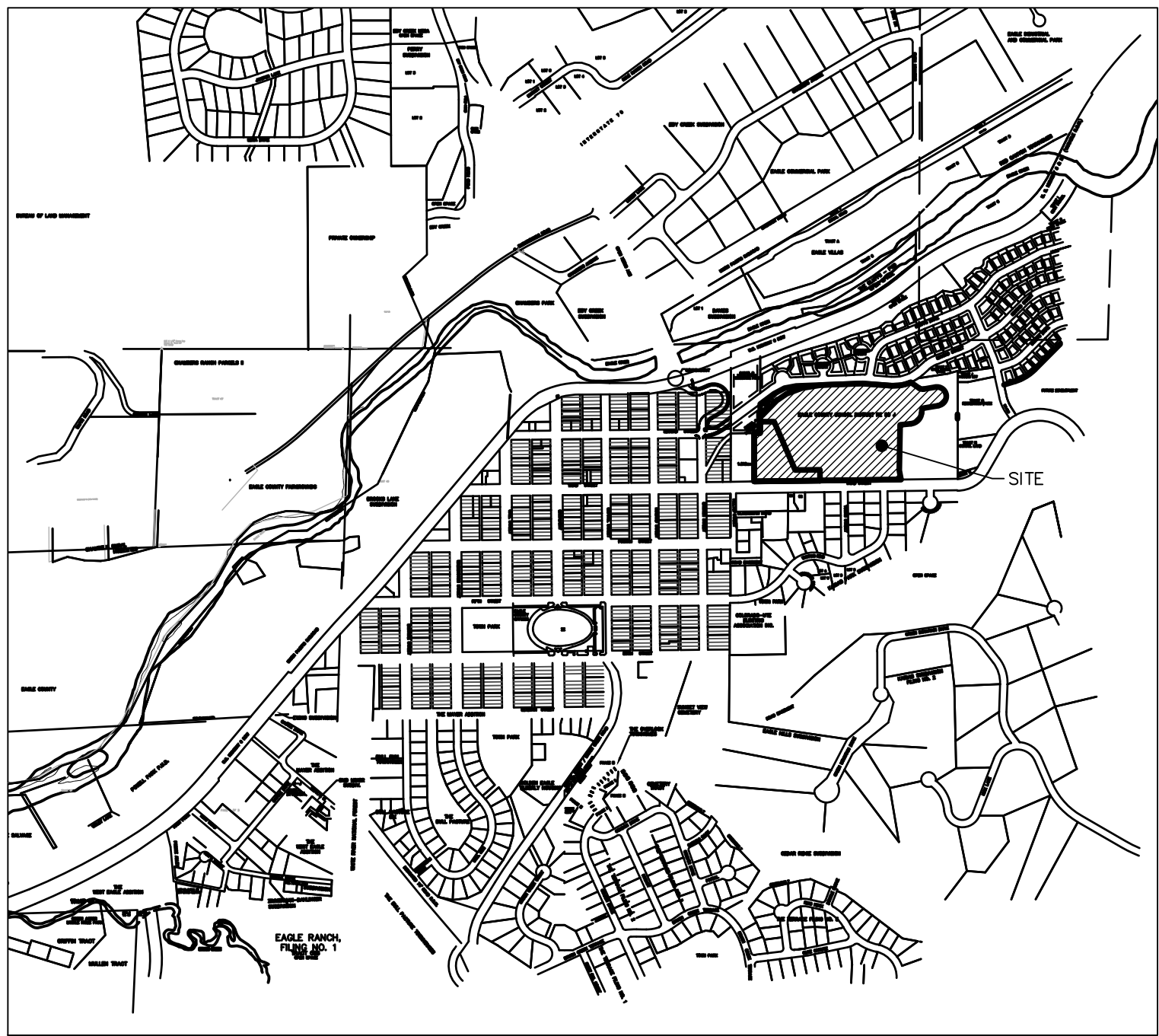
ACCESS/UTILITY EASEMENT LINE TABLE

LINE #	BEARING	DISTANCE
L19	N00°00'00"E	41.51
L20	N43°02'54"W	58.62
L21	N00°00'00"E	97.83
L22	N90°00'00"W	10.00
L23	N00°00'00"E	20.00
L24	N90°00'00"E	60.00
L25	S00°00'00"E	117.83
L26	S43°02'54"E	58.62
L27	S00°00'00"E	41.03



Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.





VICINITY MAP
SCALE: 1"=1000'

AMENDED FINAL PLAT
A RESUBDIVISION OF
LOT 2, EAGLE VALLEY ELEMENTARY
AND MIDDLE SCHOOL SUBDIVISION
TOWN OF EAGLE
COUNTY OF EAGLE, STATE OF COLORADO

TITLE CERTIFICATE

_____ DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH IS VESTED IN _____ FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS: _____

DATED THIS _____ DAY OF _____, A.D., 20_____
AGENT _____

TOWN COUNCIL CERTIFICATE

THIS PLAT APPROVED BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, THIS _____ DAY OF _____, 20_____, FOR FILING WITH THE CLERK AND RECORDER OF EAGLE COUNTY, COLORADO, AND FOR CONVEYANCE OR DEDICATION TO THE TOWN OF THE PUBLIC DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISIONS THAT APPROVAL IN NO WAY OBLIGATES THE TOWN OF EAGLE FOR FINANCING OR CONSTRUCTING OF IMPROVEMENTS ON SAID LANDS, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE TOWN COUNCIL OF THE TOWN OF EAGLE. FURTHER, SAID APPROVAL IN NO WAY OBLIGATES THE TOWN OF EAGLE FOR MAINTENANCE OF PUBLIC IMPROVEMENTS UNTIL CONSTRUCTION OF SAID IMPROVEMENTS HAS BEEN COMPLETED IN ACCORDANCE WITH THE TOWN OF EAGLE'S SPECIFICATIONS AND THE TOWN OF EAGLE HAS AGREED TO ACCEPT SAID IMPROVEMENTS. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE, SOIL CONDITIONS, SUB-SURFACE GEOLOGY, GROUND WATER CONDITIONS, OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT, DEVELOPMENT PERMIT, OR ANY OTHER REQUIRED PERMIT WILL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES, AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE OWNERS DESIGNATED HEREON AND NOT THE TOWN OF EAGLE, UNLESS OTHERWISE SPECIFICALLY AGREED TO IN WRITING BY THE TOWN COUNCIL.

TOWN OF EAGLE, COLORADO

BY: _____
MAYOR

WITNESS MY HAND AND SEAL OF THE TOWN OF EAGLE, COLORADO.

ATTEST:

TOWN CLERK

CERTIFICATE OF DEDICATION AND OWNERSHIP

WE, EAGLE COUNTY SCHOOL DISTRICT RE-50J, THE SOLE OWNERS IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED AS FOLLOWS:

LOT 2, EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION RECEPTION NO. 201903216 EAGLE COUNTY, COLORADO

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS AS SHOWN ON THIS PLAT AND DESIGNATE THE SAME AS THE A RESUBDIVISION OF LOT 2, EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION IN THE TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO; AND DO HEREBY GRANT, CONVEY, DEDICATE AND SET APART TO THE TOWN OF EAGLE, COUNTY OF EAGLE, COLORADO, FOR PUBLIC USE THE STREETS SHOWN HEREON, INCLUDING AVENUES, DRIVES, COURTS, PLACES AND ALLEYS, THE PUBLIC LANDS SHOWN HEREON FOR THEIR INDICATED PUBLIC USE AND THE UTILITY AND DRAINAGE EASEMENTS SHOWN HEREON FOR UTILITY AND DRAINAGE PURPOSES ONLY.

WE HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETION OF ALL REQUIRED PUBLIC IMPROVEMENTS FOR THE SUBDIVISION, AND FURTHER, HEREBY GRANT THE RIGHT TO INSTALL AND MAINTAIN ALL NECESSARY STRUCTURES TO THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

EXECUTED THIS _____ DAY OF _____, 20____.

OWNERS _____

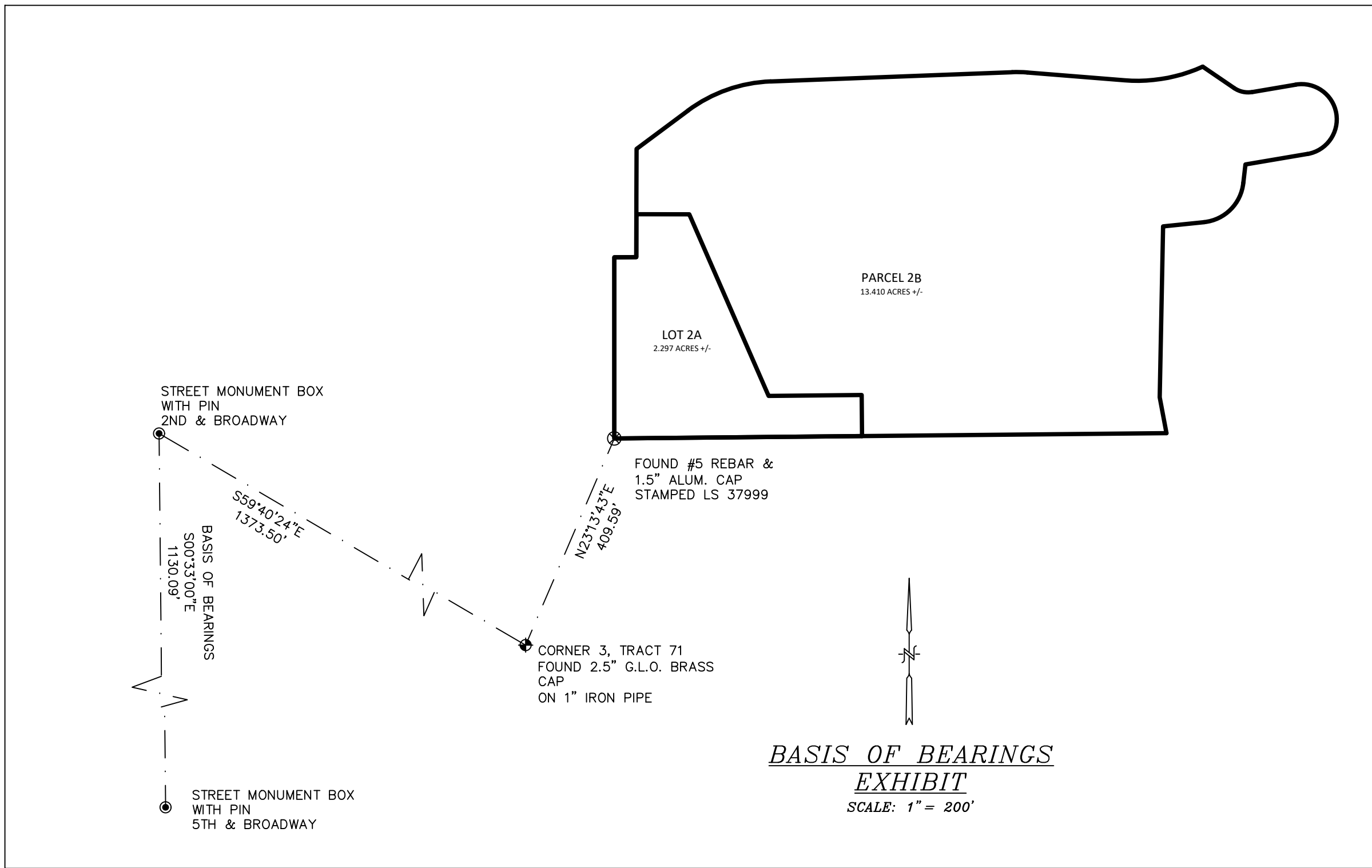
STATE OF COLORADO)
COUNTY OF EAGLE) SS

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____

WITNESS MY HAND AND OFFICIAL SEAL _____

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____



CERTIFICATE OF TAXES PAID

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ENTIRE AMOUNT OF TAXES AND ASSESSMENTS DUE AND PAYABLE AS OF _____ UPON ALL PARCELS OF REAL ESTATE DESCRIBED ON THIS PLAT ARE PAID IN FULL.

DATED THIS _____ DAY OF _____, A.D., 20____.

TREASURER OF EAGLE COUNTY

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER AT O'CLOCK AT _____ M., ON THE _____ DAY OF _____, 20____, AND IS DULY RECORDED IN BOOK _____ AT PAGE _____, AS DOCUMENT NO. _____

EAGLE COUNTY CLERK & RECORDER

BY: _____
DEPUTY

DECLARATIONS OR PROTECTIVE COVENANTS ARE FILED IN BOOK _____ AT PAGE _____, AS DOCUMENT NO. _____

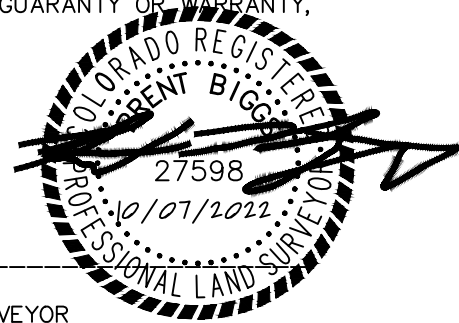
GENERAL NOTES:

1. DATE OF SURVEY: SEPTEMBER 07, 2021
2. BASIS OF BEARINGS: LINE BETWEEN FOUND REBAR IN MONUMENT BOXES AT INTERSECTIONS OF 2ND STREET AND BROADWAY AND 5TH STREET AND BROADWAY BEING S00°33'00"E. SEE DETAIL THIS PAGE.
3. LINEAL UNITS OF MEASUREMENTS SHOWN ARE GIVEN IN US SURVEY FOOT.
4. THE SOLE PURPOSE OF THIS AMENDED FINAL PLAT IS TO CREATE A 2.297 ACRE SITE (LOT 2A) WITH THE REMAINDER OF LOT 2 BEING LOT 2B AND CREATE "NO BUILD" EASEMENT ON LOT 2A.
5. THERE ARE NO PUBLIC ROAD WAYS, PUBLIC IMPROVEMENTS, OR EASEMENTS BEING DEDICATED TO THE PUBLIC BY THIS PLAT.
6. THE ADDRESS INDICATED IN OVAL IS FOR INFORMATION PURPOSES ONLY VERIFY THE FINAL ADDRESS WITH EAGLE COUNTY COMMUNITY DEVELOPMENT DEPARTMENT.
7. PROPERTY IS NOT IN A FLOOD PLAIN OR FLOODWAY.
8. EAGLE COUNTY SCHOOL DISTRICT RE-50J HEREBY RESERVES FOR ITSELF AND ITS SUCCESSORS AND SPECIFIC ASSIGNS A PERPETUAL NONEXCLUSIVE EASEMENT OVER AND ACROSS THOSE PORTIONS OF THIS PLAT LABELED AS "DRAINAGE EASEMENT CREATED BY THIS PLAT" FOR THE PURPOSE OF DRAINAGE AND STORM WATER RUNOFF FROM LOT 2B, AND FOR MAINTENANCE, REPAIR AND REPLACEMENT OF ANY LANDSCAPING AND FACILITIES CONTAINED THEREIN FOR SUCH PURPOSES.
9. THAT PORTION OF LOT 2A IDENTIFIED AS "NO BUILD AREA EASEMENT CREATED BY THIS PLAT" SHALL BE MAINTAINED BY THE OWNER OF LOT 2A FOR THE BENEFIT OF LOT 2B IN ITS NATURAL CONDITION. NO ABOVE-GRADE IMPROVEMENTS OF ANY KIND MAY BE CONSTRUCTED OR MAINTAINED IN THIS AREA.
10. EAGLE COUNTY SCHOOL DISTRICT RE-50J HEREBY GRANTS TO THE TOWN OF EAGLE AND APPROPRIATE UTILITY PROVIDERS, A PERPETUAL NONEXCLUSIVE EASEMENT OVER AND ACROSS THOSE PORTIONS OF THIS PLAT LABELED AS "ACCESS AND UTILITY EASEMENT CREATED BY THIS PLAT" FOR THE PURPOSE OF THE INSTALLATION, USE, MAINTENANCE, REPAIR AND REPLACEMENT OF RESIDENTIAL UTILITY LINES, FACILITIES AND IMPROVEMENTS FOR THE BENEFIT OF LOT 2A ONLY.
11. EAGLE COUNTY SCHOOL DISTRICT RE-50J HEREBY GRANTS TO THE OWNER OF LOT 2A AND EACH INDIVIDUAL RESIDENTIAL LOT CREATED IN THE FUTURE WITHIN LOT 2A A PERPETUAL NON EXCLUSIVE EASEMENT OVER AND ACROSS THOSE PORTIONS OF THIS PLAT LABELED AS "ACCESS AND UTILITY EASEMENT CREATED BY THIS PLAT" FOR THE PURPOSE OF THE INSTALLATION, USE, MAINTENANCE REPAIR AND REPLACEMENT OF PRIVATE DRIVEWAY IMPROVEMENTS AND COMMON PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS TO AND FROM LOT 2A AND ANY SUCH INDIVIDUAL RESIDENTIAL LOTS CREATED IN THE FUTURE WITHIN LOT 2A. THIS EASEMENT SHALL NOT BE A GRANT OF A PUBLIC ACCESS EASEMENT OR PUBLIC RIGHTS OF ANY NATURE WHATSOEVER.
12. HOLY CROSS EASEMENT RECEPTION NO. 742910 SHOWN SHEET 2 DEPICTED AT APPROXIMATE LOCATION FROM LOCATES DONE BY UULC, LLC PER PLAT RECEPTION NO. 201903217.
13. PEAK LAND CONSULTANTS, INC. DID NOT PERFORM A TITLE SEARCH OF THE SUBJECT PROPERTY TO ESTABLISH OWNERSHIP, EASEMENTS OR RIGHTS-OF-WAY OF RECORD. RECORD DOCUMENTS UTILIZED IN THIS AMENDED FINAL PLAT WERE PROVIDED BY TITLE COMPANY OF THE ROCKIES, COMMITMENT NO. 0820388-C DATED MAY 06, 2022 AT 7:00 A.M..
14. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATE

I, BRENT BIGGS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS SUBDIVISION PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF A RESUBDIVISION OF LOT 2, EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND/OR UNDER MY SUPERVISION AND ACCURATELY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND RIGHTS-OF-WAY OF SAID PLAT AS THE SAME ARE MONUMENTED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATION GOVERNING THE SUBDIVISION OF LAND, THAT SUCH PLAT IS BASED UPON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION AND BELIEF, THAT IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND THAT SUCH PLAT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

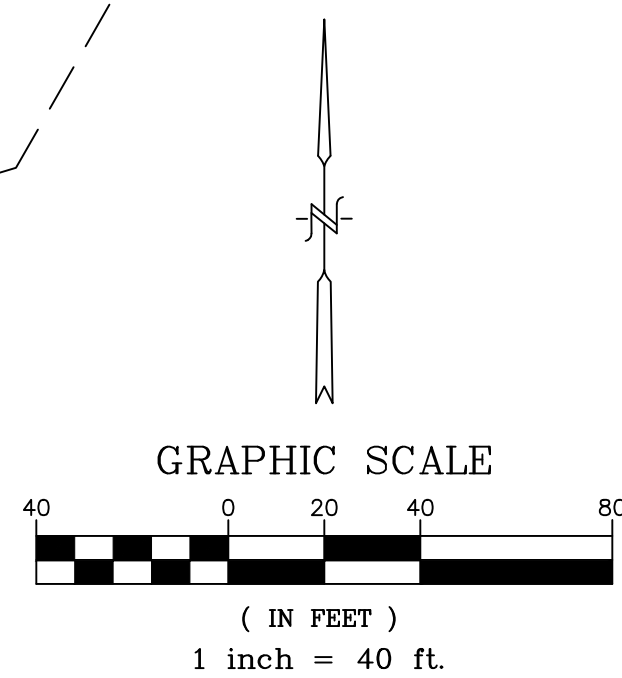
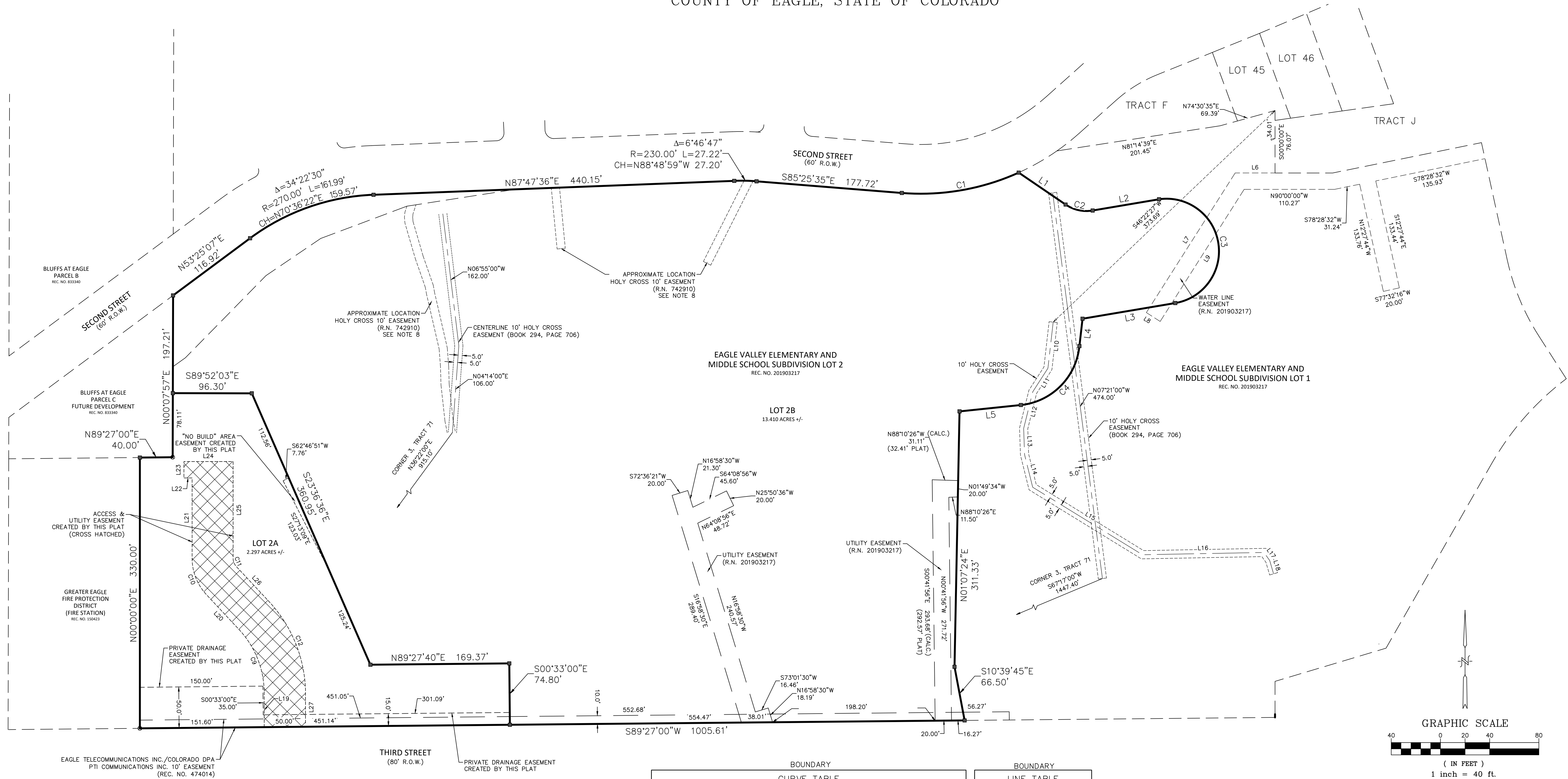
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.



BRENT BIGGS
PROFESSIONAL LAND SURVEYOR
P.L.S. No. 27598



AMENDED FINAL PLAT
A RESUBDIVISION OF
LOT 2, EAGLE VALLEY ELEMENTARY AND MIDDLE SHOOl SUBDIVISION
TOWN OF EAGLE
COUNTY OF EAGLE, STATE OF COLORADO



MONUMENT LEGEND	
■	SET 18" No. 5 REBAR WITH 1" PINK PLASTIC CAP MARKED PLC PLS 27598
●	FOUND STREET MONUMENT BOX WITH PIN
⊕	FOUND 2 1/2" G.L.O. BRASS CAP ON 1" IRON PIPE
⊗	FOUND No. 5 REBAR WITH 1 1/2" ALUMINUM CAP STAMPED 37999

BOUNDARY CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	146.19	290.00	28°53'02"	N80°07'56"E	144.65
C2	34.62	45.00	44°04'31"	S77°34'25"E	33.77
C3	201.06	64.00	180°00'00"	N09°36'40"W	128.00
C4	109.62	80.00	78°30'30"	S44°48'39"W	101.24

BOUNDARY LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S55°45'20"E	69.15
L2	N80°23'20"E	80.50
L3	S80°23'20"W	114.68
L4	N06°33'25"E	33.52
L5	S84°03'53"W	75.21

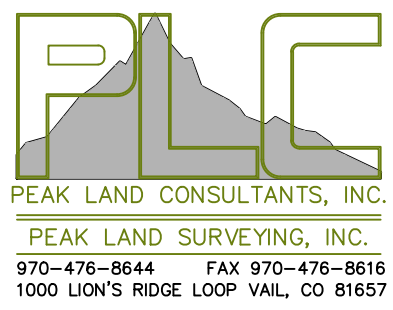
CALC. S55°32'09"W 68.63' PLAT

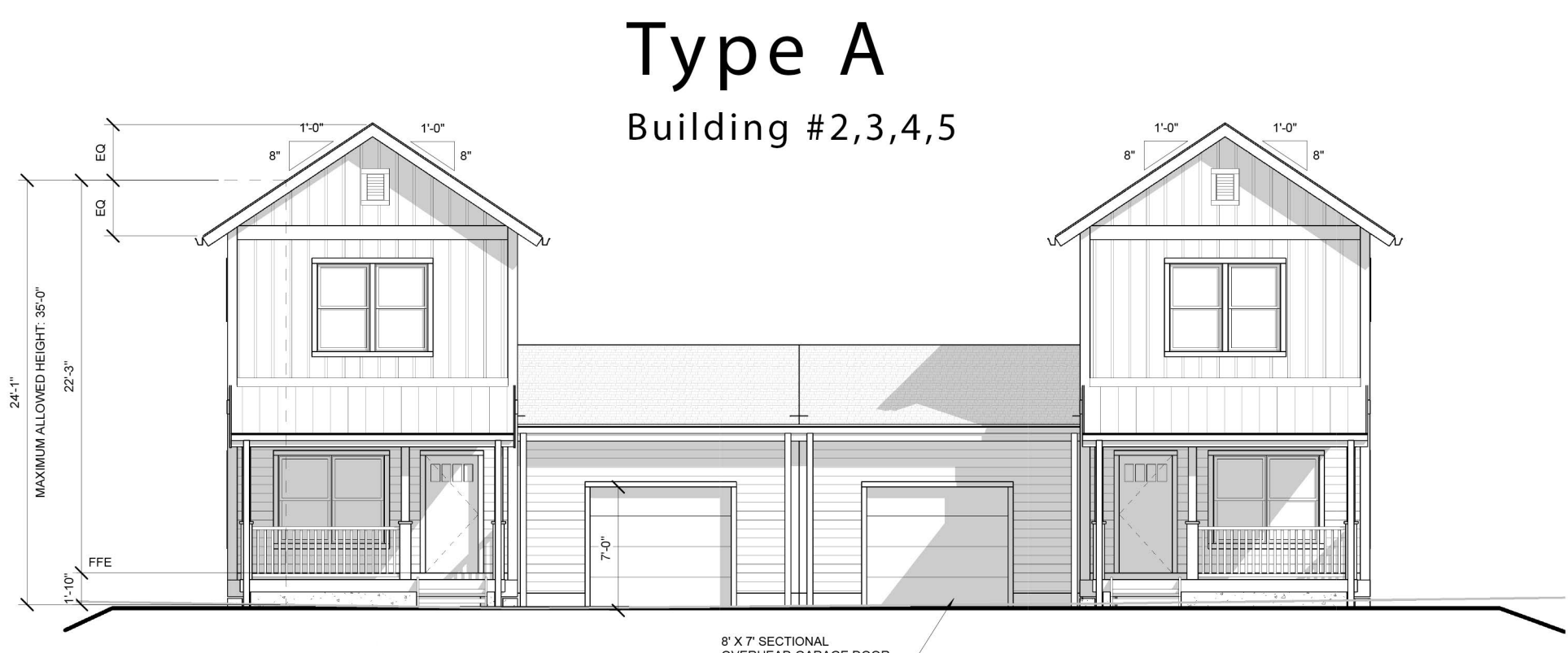
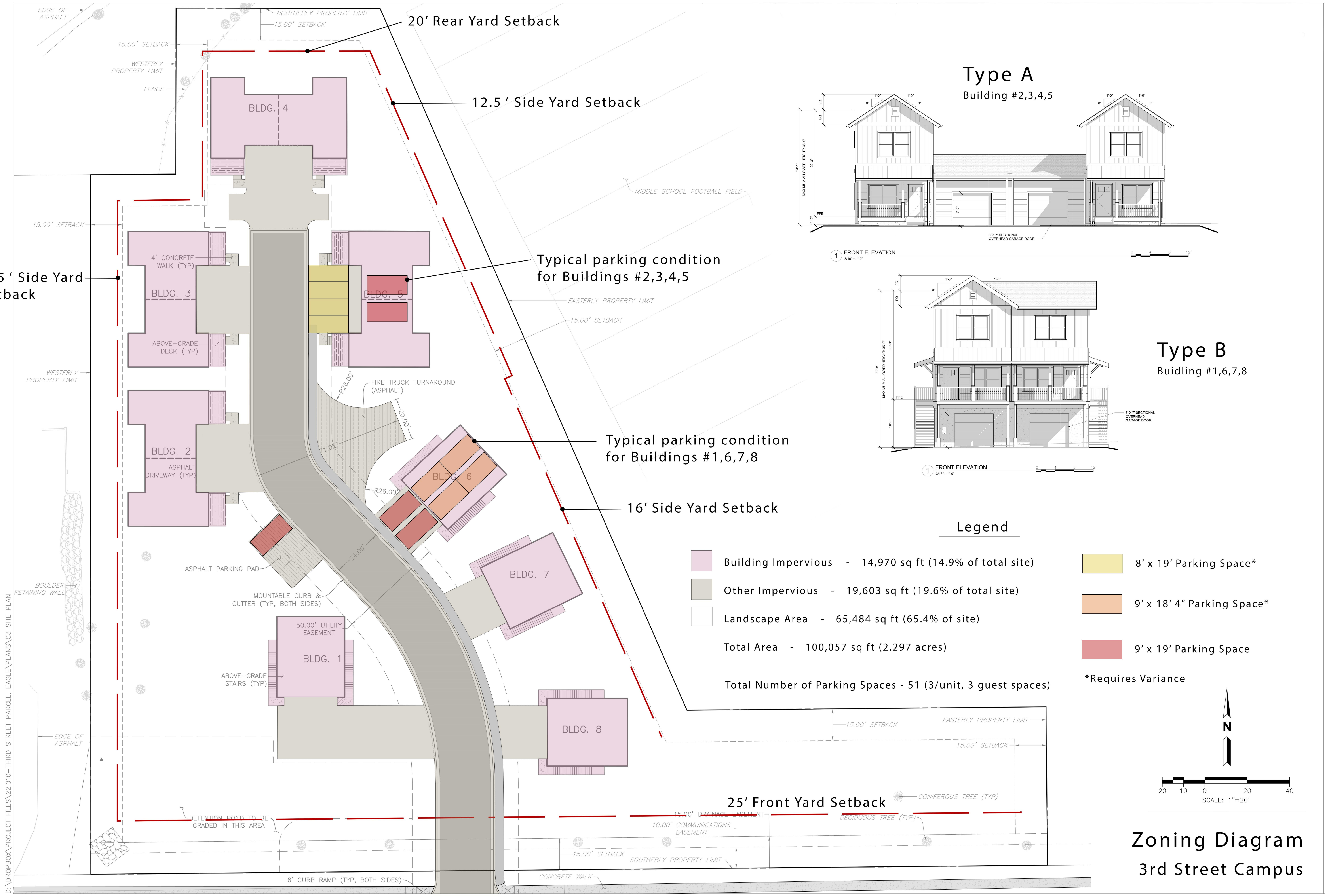
ACCESS/UTILITY EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L19	N00°00'00"E	41.51
L20	N43°02'54"W	58.62
L21	N00°00'00"E	97.83
L22	N90°00'00"W	10.00
L23	N00°00'00"E	20.00
L24	N90°00'00"E	60.00
L25	S00°00'00"E	117.83
L26	S43°02'54"E	58.62
L27	S00°00'00"E	41.03

WATER LINE LINE TABLE		
LINE #	BEARING	DISTANCE
L6	N90°00'00"E	48.80
L7	N32°28'04"E	201.73
L8	N57°20'23"W	20.00
L9	S32°27'24"W	190.79

HOLY CROSS ELECTRIC LINE TABLE		
LINE #	BEARING	DISTANCE
L10	S06°27'32"W	56.58
L11	S32°49'43"W	34.15
L12	S13°57'43"W	46.02
L13	S01°58'35"E	31.88
L14	S13°56'51"E	40.96
L15	S58°25'31"E	157.18
L16	N88°56'04"E	148.10
L17	S35°41'56"E	12.02
L18	S16°18'26"E	16.95

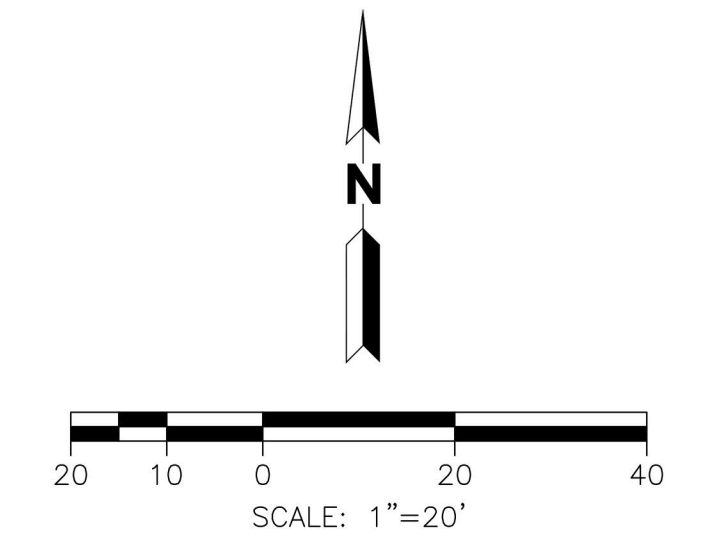
ACCESS/UTILITY EASEMENT CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C9	84.90	113.00	43°02'54"	N21°31'27"W	82.92
C10	48.84	65.00	43°02'54"	N21°31'27"W	47.70
C11	11.27	15.00	43°02'54"	S21°31'27"E	11.01
C12	117.96	166.12	40°41'04"	S22°30'07"E	115.49





Legend

- Building Impervious - 14,970 sq ft (14.9% of total site)
- Other Impervious - 19,603 sq ft (19.6% of total site)
- Landscape Area - 65,484 sq ft (65.4% of site)
- Total Area - 100,057 sq ft (2.297 acres)
- Total Number of Parking Spaces - 51 (3/unit, 3 guest spaces)
- 8' x 19' Parking Space*
- 9' x 18' 4" Parking Space*
- 9' x 19' Parking Space
- *Requires Variance



Zoning Diagram
3rd Street Campus

D:\DROPOX\PROJECT FILES\22.010-THIRD STREET PARCEL, EAGLE\PLANS\C3 SITE PLAN

HABITAT VAIL VALLEY
SHAVANO DUPLEX (FH)
MASTER SET

10_22004.002

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CHECKED BY: JL

FLOOR PLANS

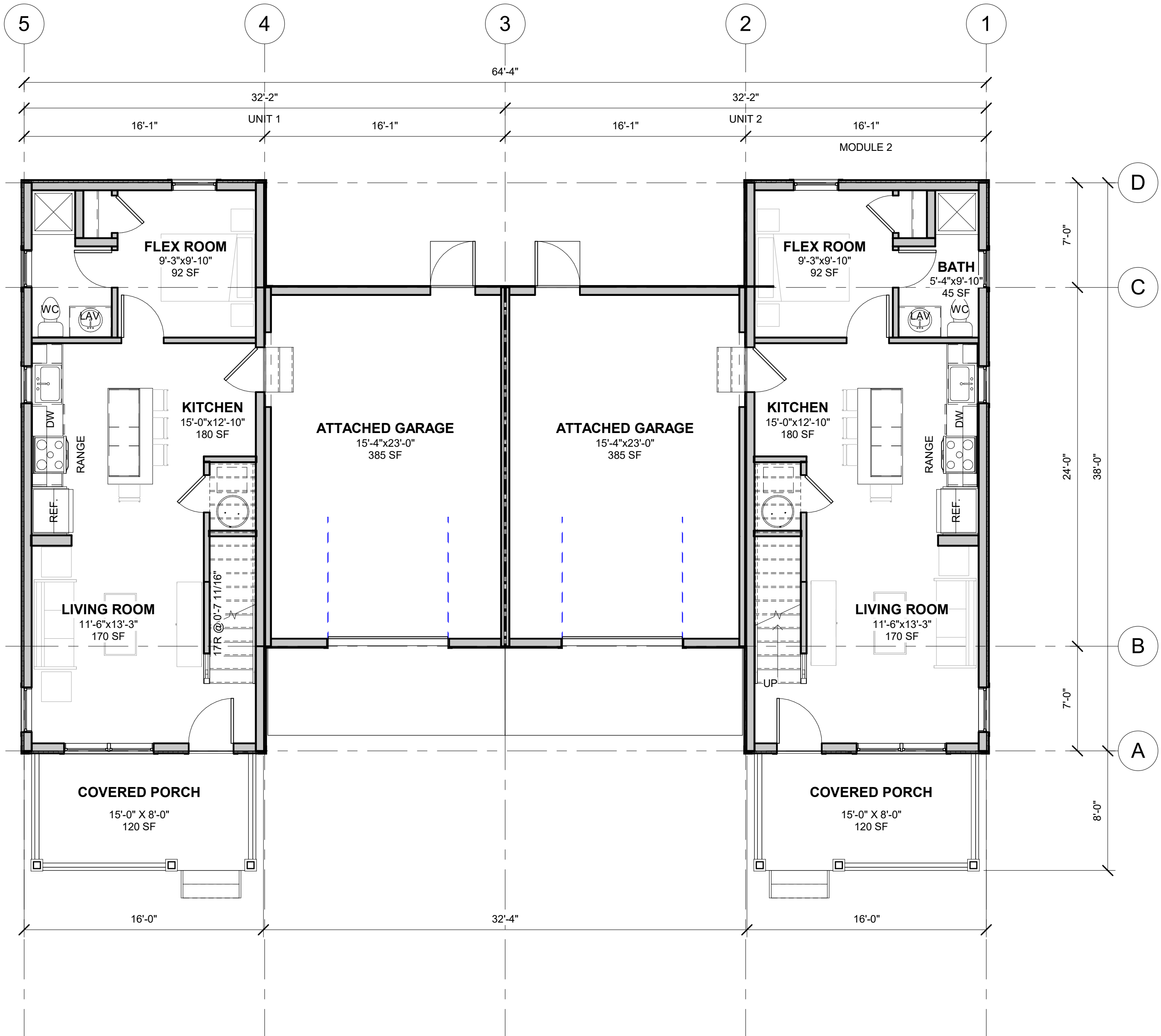
A101



2 FLOOR PLAN - LEVEL 2 (SHAVANO)

(2) 608 SQ FT

3/16" = 1'-0"



1 FLOOR PLAN - LEVEL 1 (SHAVANO)

(2) 608 SQ FT

3/16" = 1'-0"



LINE LEGEND	
	PROPOSED FINISH GRADE, RE: CIVIL
	REFERENCE LINE
	EXISTING GRADE, RE: CIVIL

MATERIAL LEGEND	
	SHINGLE ROOFING MFR / MODEL / COLOR SELECTED BY OWNER
	STANDING SEAM METAL ROOFING MFR / MODEL / COLOR SELECTED BY OWNER
	BOARD AND BATTEN SIDING MFR / MODEL / COLOR SELECTED BY OWNER
	LAP SIDING MFR / MODEL / COLOR SELECTED BY OWNER
	EXPOSED CONCRETE FOUNDATION FINISH TO BE SELECTED BY OWNER

ELEVATION NOTES
1. CLADDING SHOWN FOR TEXTURE ONLY, REFER TO OWNER AND FACTORY FOR COLOR SELECTIONS.
2. ALL ROOFING IS TO BE SITE INSTALLED.
3. ROOF HEIGHT DETERMINED FROM EXISTING GRADE TO THE CENTER OF THE ROOF RIDGE AND EAVE.
4. TOPOGRPAHY BASED ON WORST CASE ASSUMPTION, BUILDING 5 USED FOR HEIGHT CALCULATIONS. OTHER BUILDINGS MAY VARY. TOPOGRAPHY BASED ON CIVIL DRAWINGS DATED: 6/1/2022 RESIDENTIAL FINISH FLOOR ASSUMED AT 6692 FEET.

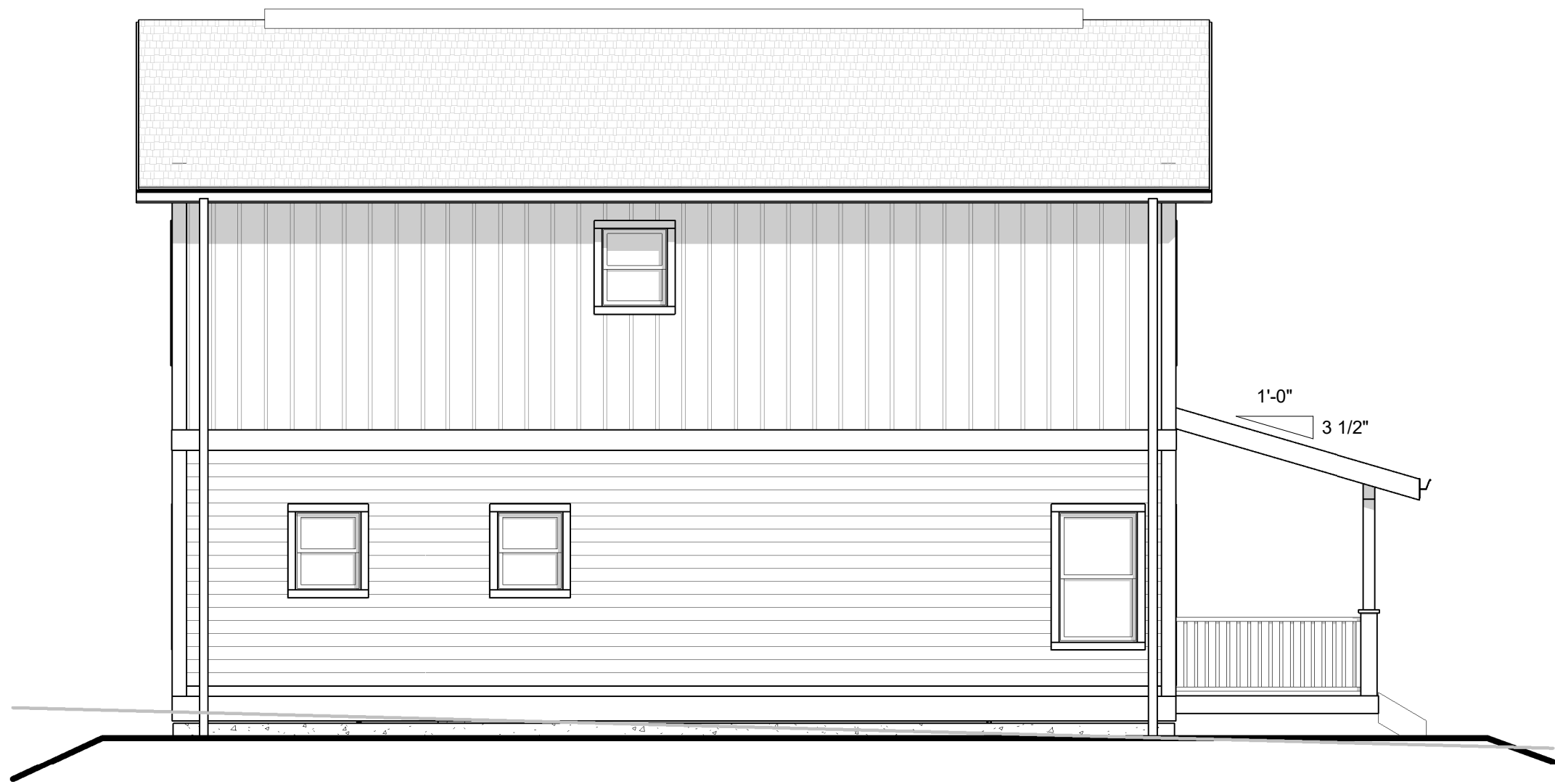
EVstudio

Denver, CO
Evergreen, CO

303.670.7242

inspections@evstudio.com
design@evstudio.com
www.evstudio.com

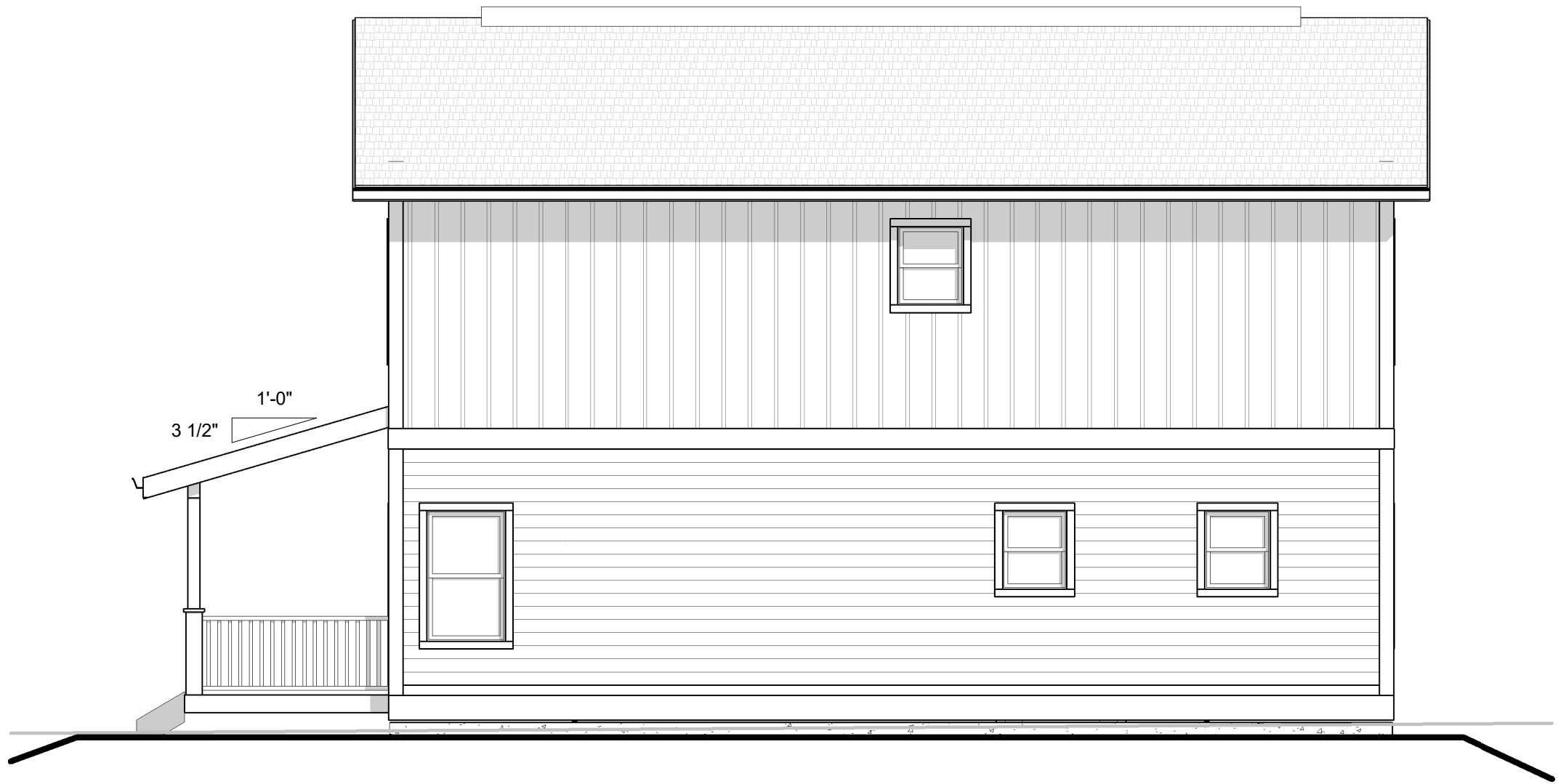
Contact:
Dean Dalvit
dean@evstudio.com
303.670.7242x14



4 SIDE ELEVATION
3/16" = 1'-0"



2 REAR ELEVATION
3/16" = 1'-0"



3 SIDE ELEVATION
3/16" = 1'-0"



1 FRONT ELEVATION
3/16" = 1'-0"



HABITAT VAIL VALLEY
SHAVANO DUPLEX (FH)
MASTER SET

10_22004.002

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ELEVATIONS
A201

HABITAT VAIL VALLEY
SHAVANO DUPLEX OVER GARAGE
MASTER SET

10_22004.001

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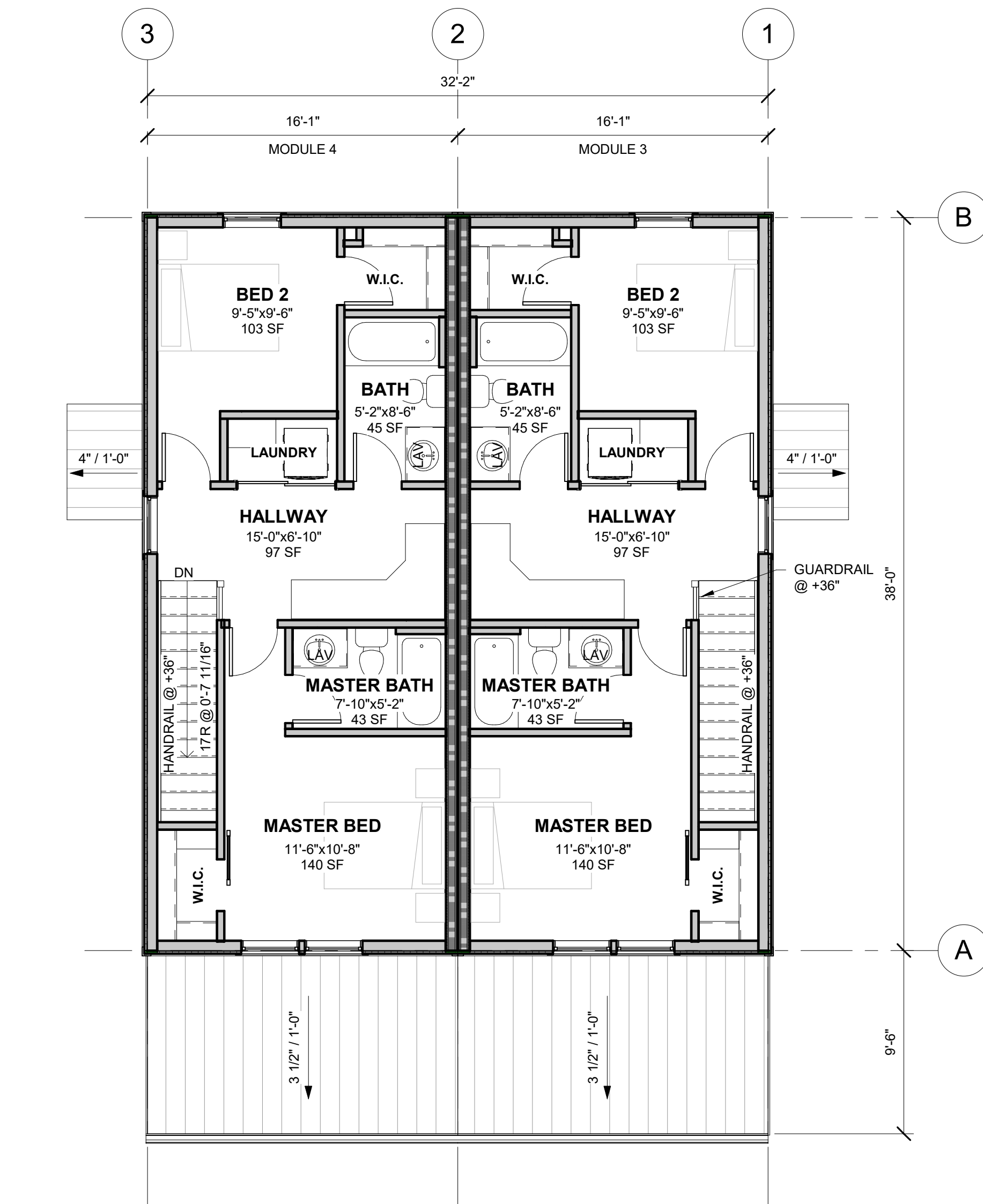
REVISION:

CONCEPT DESIGN

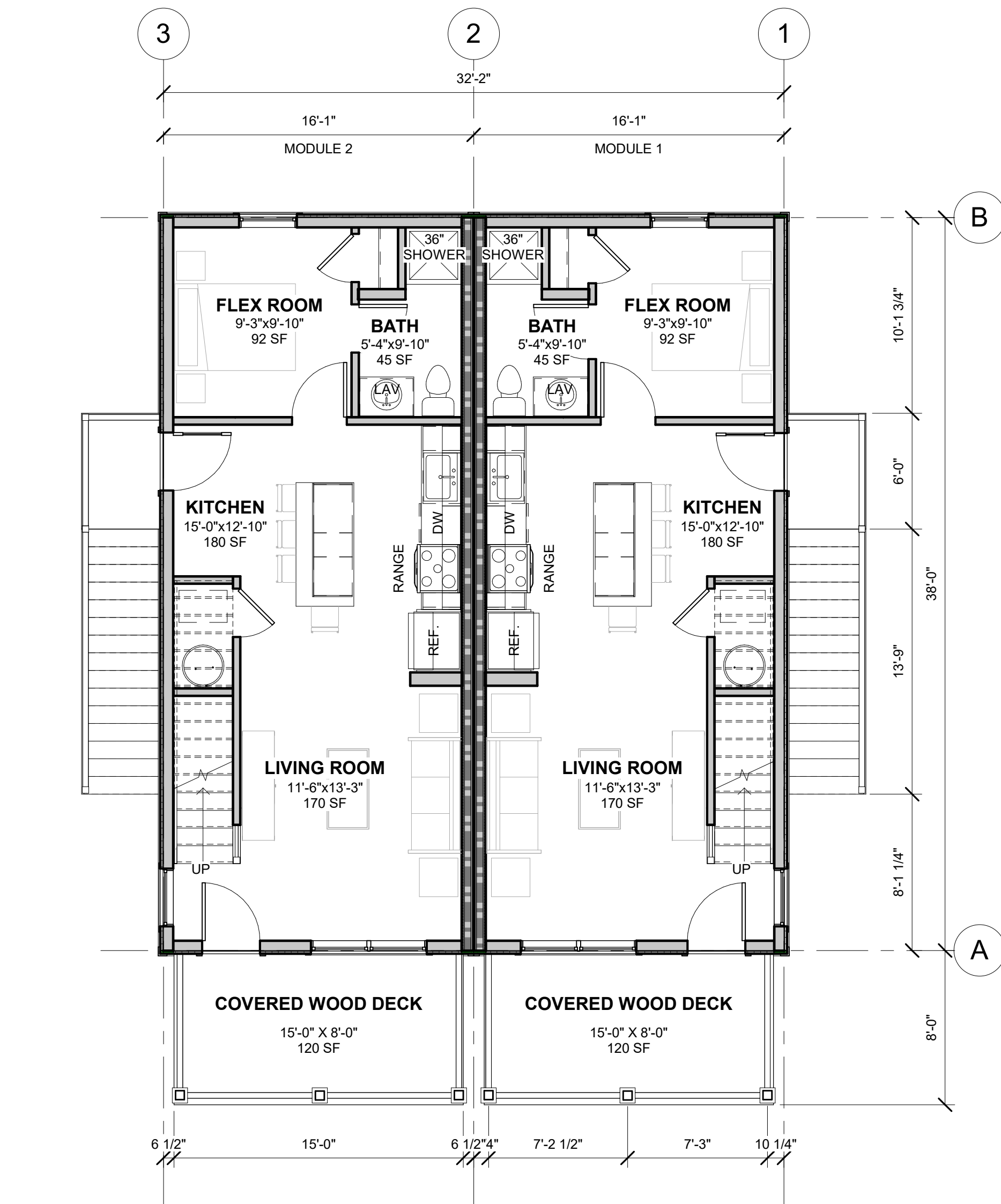
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FLOOR PLANS

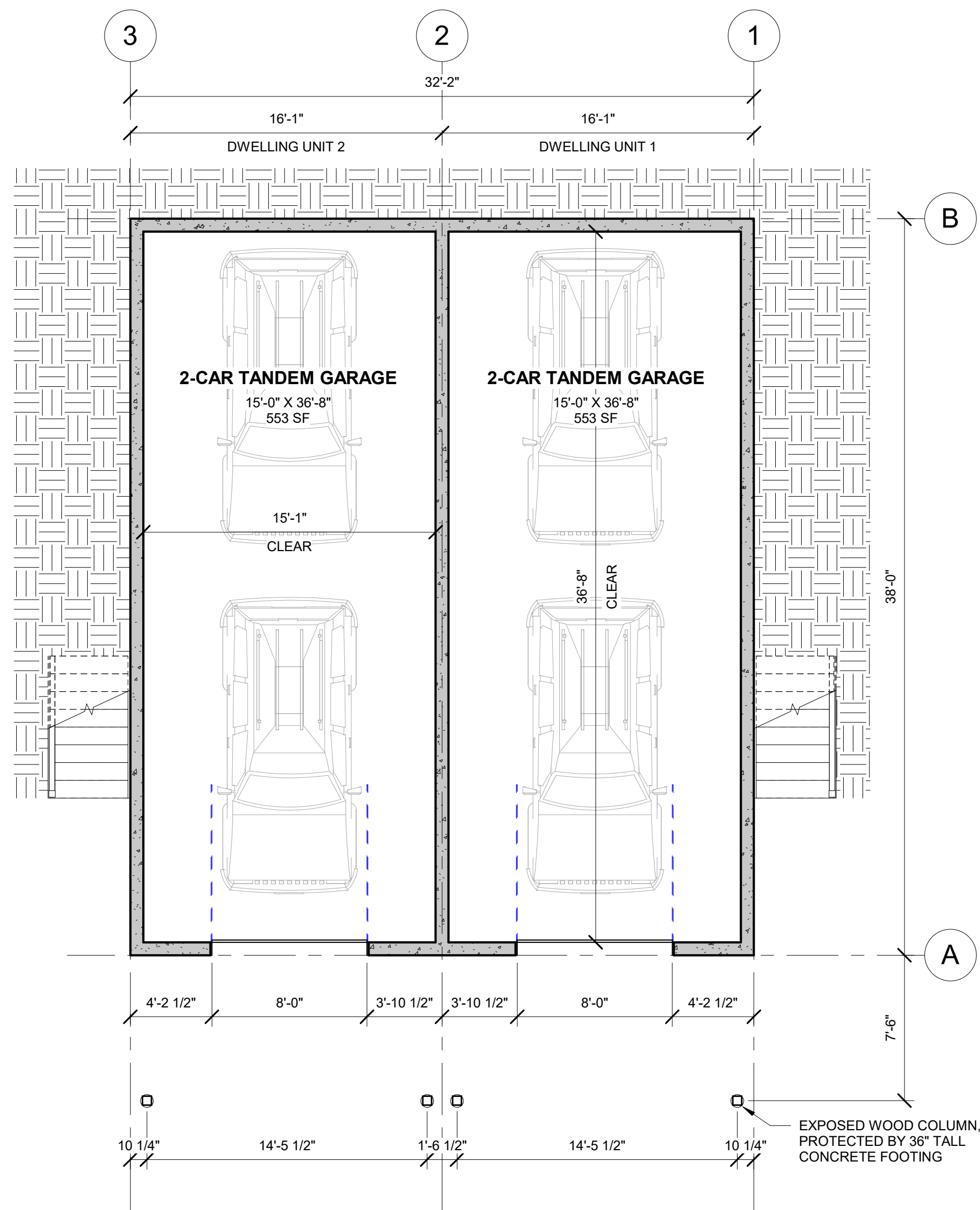
A102



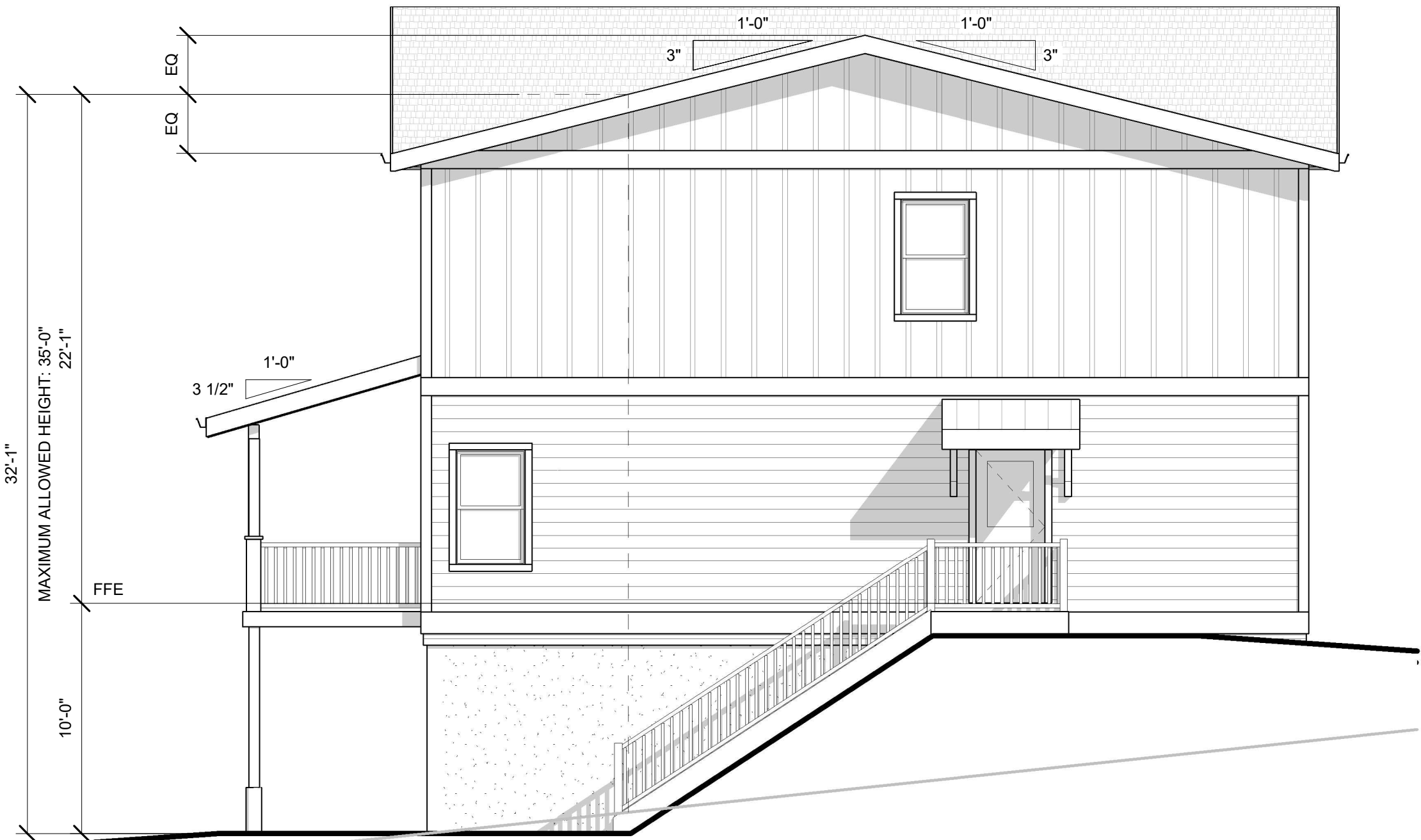
3 FLOOR PLAN - LEVEL 2 (SHAVANO) (2) 608 SQ FT 3/16" = 1'-0"



2 FLOOR PLAN - LEVEL 1 (SHAVANO) (2) 608 SQ FT 3/16" = 1'-0"



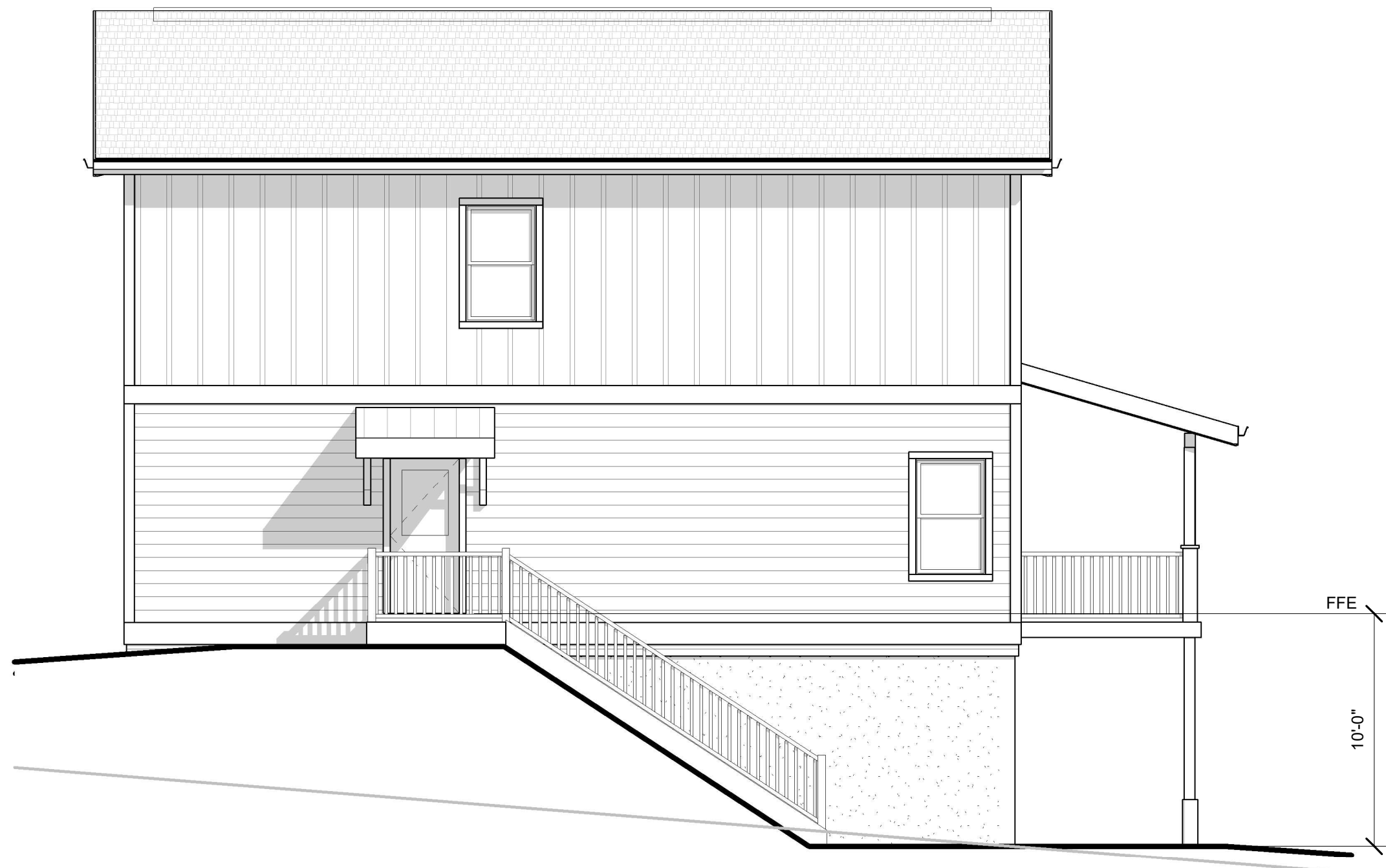
1 GARAGE PLAN (2) 608 SQ FT 3/16" = 1'-0"



4 SIDE ELEVATION
3/16" = 1'-0"



2 REAR ELEVATION
3/16" = 1'-0"



3 SIDE ELEVATION
3/16" = 1'-0"



1 FRONT ELEVATION
3/16" = 1'-0"

ELEVATION NOTES

1. CLADDING SHOWN FOR TEXTURE ONLY. REFER TO OWNER AND FACTORY FOR COLOR SELECTIONS.
2. ALL ROOFING IS TO BE SITE INSTALLED.
3. ROOF HEIGHT DETERMINED FROM EXISTING GRADE TO THE CENTER OF THE ROOF RIDGE AND EAVE.
4. TOPOGRAPHY BASED ON WORST CASE ASSUMPTION, BUILDING 1 USED FOR HEIGHT CALCULATIONS. OTHER BUILDINGS MAY VARY. TOPOGRAPHY BASED ON CIVIL DRAWINGS DATED: 6/1/2022. RESIDENTIAL FINISH FLOOR ASSUMED AT 6685 FEET.

MATERIAL LEGEND

	SHINGLE ROOFING MFR / MODEL / COLOR SELECTED BY OWNER
	STANDING SEAM METAL ROOFING MFR / MODEL / COLOR SELECTED BY OWNER
	BOARD AND BATTEN SIDING MFR / MODEL / COLOR SELECTED BY OWNER
	LAP SIDING MFR / MODEL / COLOR SELECTED BY OWNER
	EXPOSED CONCRETE FOUNDATION FINISH TO BE SELECTED BY OWNER

LINE LEGEND

	PROPOSED FINISH GRADE, RE: CIVIL
	REFERENCE LINE
	EXISTING GRADE, RE: CIVIL

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Contact:
Dean Dalvit
dean@evstudio.com
303.670.7242x14

HABITAT VAIL VALLEY
SHAVANO DUPLEX (FH) GARAGE
MASTER SET

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DRAWN BY: AW
CHECKED BY: DD

ELEVATIONS
A202

DATE: _____ TYPE: _____

NAME: _____

PROJECT: _____

Incandescent

P560098-031

Englewood

Inspired by the warmth and beauty of hammered copper home accents, Englewood's design displays elements of rustic craftsmanship. A one-light medium wall lantern in Black with the inside of the shade that features a metallic copper coating of paint, offering higher illumination reflection. Ideal for Farmhouse architecture design styles. Perfect for interior or exterior applications.

- Inspired by the look of hammered copper Englewood fixtures display elements of rustic craftsmanship
- An interior coating of copper metallic paint amplifies its illumination
- The medium wall lantern can be hung on either side of a front or rear door, by a garage, on exterior walls or in porches or outdoor living areas, or in casual living rooms, dining rooms, kitchens and bathrooms
- Perfect for Farmhouse interior and exterior architecture
- Deep Black finish
- Measures 12in diameter x 10 3/8in ht.
- Uses one 100-watt max. medium base bulb or LED equivalent (sold separately)
- Dark Sky compliant
- UL Safety listed for use in wet locations
- Compatible with standard wall dimmer
- Progress Lighting products are designed for exceptional quality, reliability, and functionality
- Includes installation instructions and mounting hardware
- Coordinating fixtures available

Category: Outdoor

Finish: Black (painted)

Construction: Steel Construction



Diameter: 12"
Height: 10-3/8"
Depth: 13-3/4"

MOUNTING	ELECTRICAL	LAMPING	ADDITIONAL INFORMATION
Wall mounted covers a standard 4" octagonal recessed outlet box 4.625" W., 1.25" ht., 4.625" depth	6" of wire supplied 120 V	Quantity: One 100w max. Medium Base E26 base porcelain socket	cCSAus Wet location listed 1 year warranty

Plant material selections per:
Stefan Hiatt Plantivity, LLC
Cell 303-520-8983
www.plantivity.net

SNOW STORAGE AREAS

PLANT MATERIAL SCHEDULE

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE
TREES				
MAPLE	5	Acer spp.	Norway Maple	2.5" Caliper
HONEY-LOCUST	5	Gleditsia spp.	Honeylocust	2.5"-3" caliper
SPRUCE	4	Picea pungens	Colorado Spruce	10-12' High
PINE	3	Pinus nigra	Austrian Pine	8' High B&B
	5	Malus 'Spring Snow'	Spring Snow Flowering Crab	2.5" Caliper
SHRUBS				
	15	Cornus alba 'Argenteomarginata'	Variegated Dogwood	#5 Containers
	10	Cornus stolonifera	Red Twig Dogwood	#5 Containers
	10	Cornus stolonifera 'Isanti'	Isanti Dogwood	#5 Containers
	13	Potentilla spp.	Potentilla	#5 Containers
	16	Spiraea japonica 'Freibellii'	Freibell Spirea	#5 Containers
	17	Spiraea nipponica 'Snowmound'	Snowmound Spirea	#5 Containers
	12	Syringa spp.	Lilac	3' B&B
CONTAINER GRASSES				
(F)	35	Calamagrostis acutiflora 'K.F.'	Feather Reed Grass	#1 Containers
(B)	44	Helleborichon sempervirens	Blue Evana Grass	#1 Containers

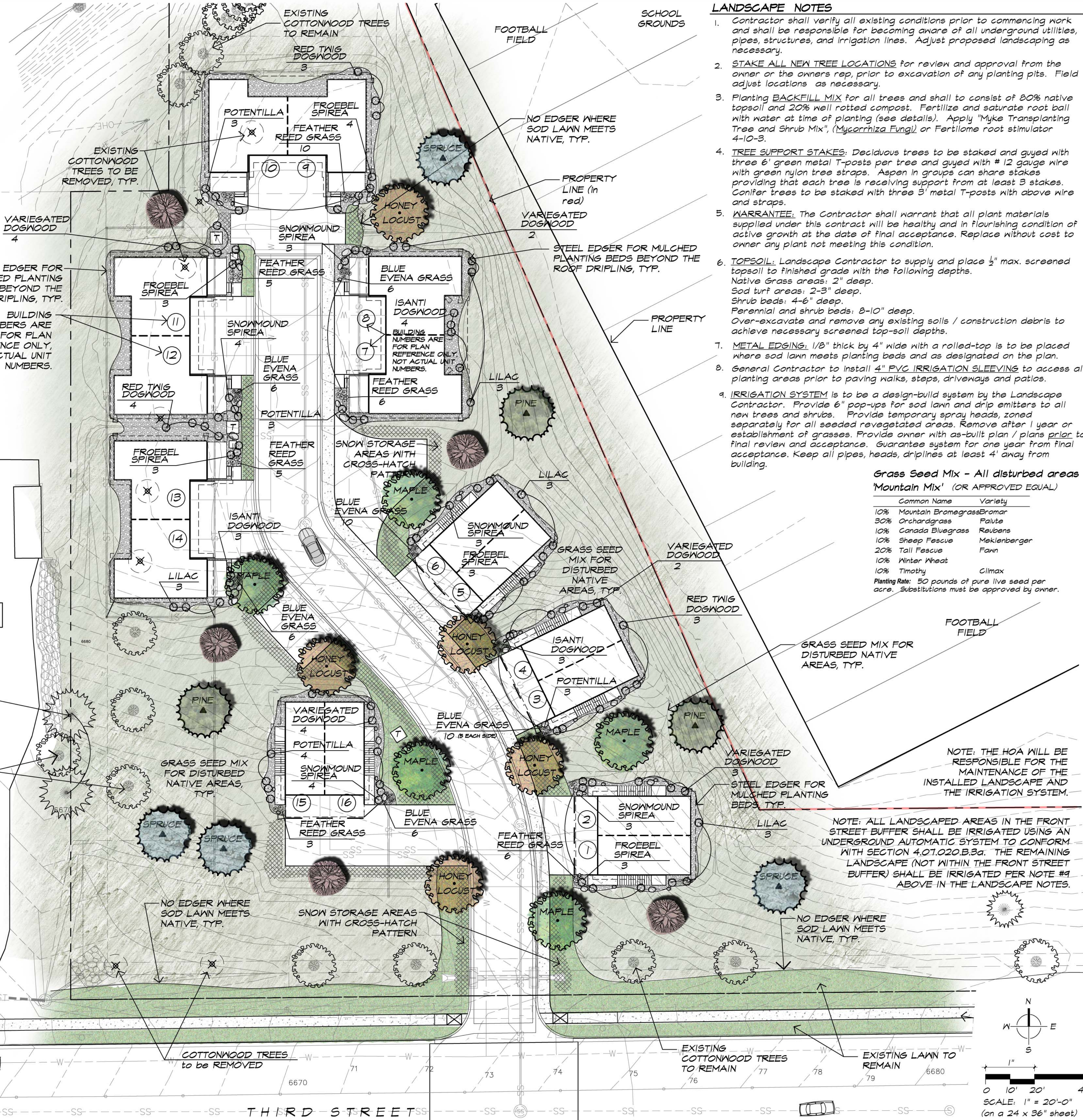
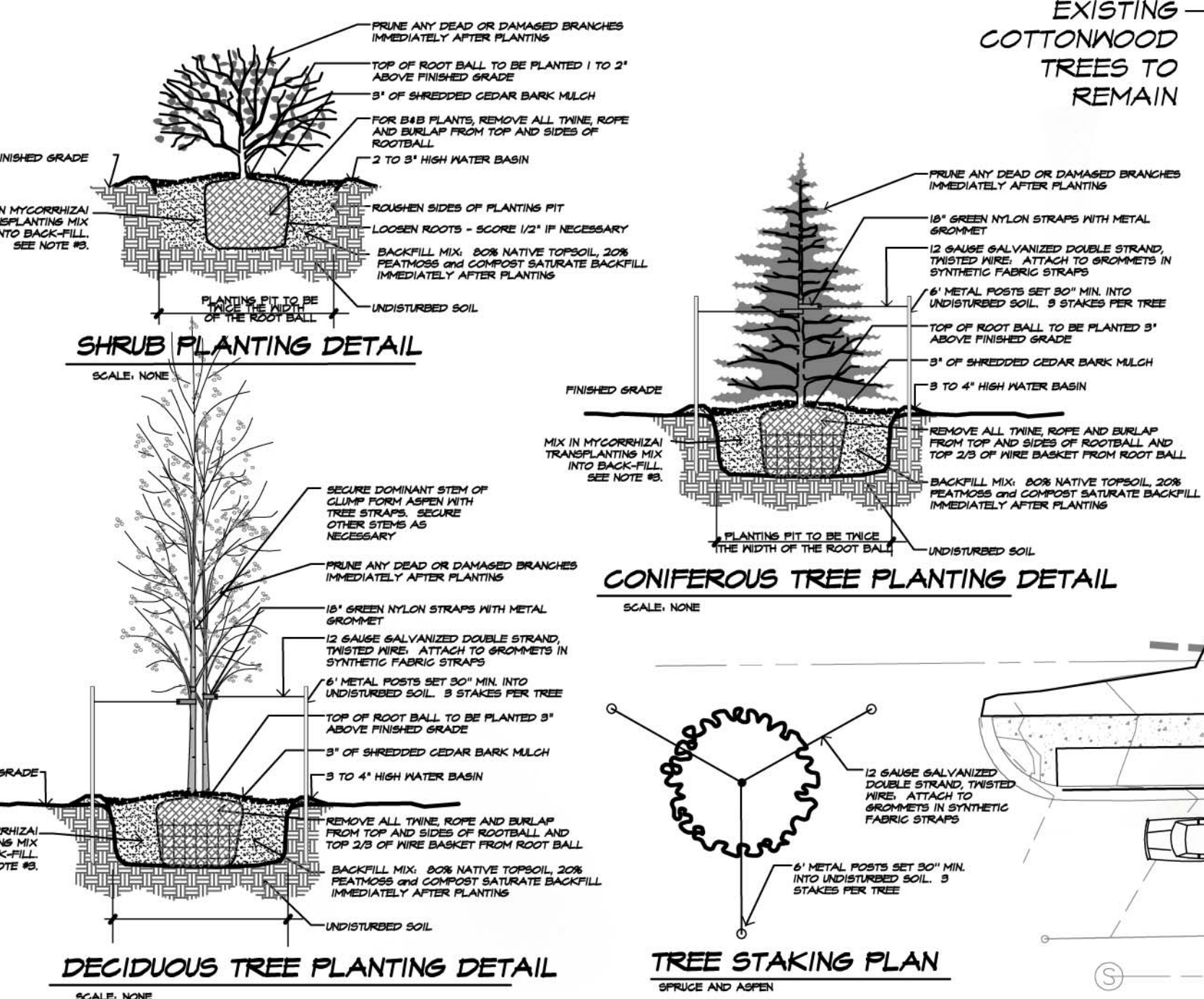
TREES TO BE REMOVED

SOD LAWN
BLUEGRASS / FESCUE BLEND

LANDSCAPE MATERIALS LEGEND

LANDSCAPE BOULDERS
NATIVE FROM THE SITE
RECESSED AND SET INTO MULCHED PLANTING BEDS

GRAVEL MULCH
1" TO 2" COBBLE
PROVIDE SAMPLE TO OWNERS REP FOR APPROVAL



- LANDSCAPE NOTES**
- Contractor shall verify all existing conditions prior to commencing work and shall be responsible for becoming aware of all underground utilities, pipes, structures, and irrigation lines. Adjust proposed landscaping as necessary.
 - STAKE ALL NEW TREE LOCATIONS for review and approval from the owner or the owners rep, prior to excavation of any planting pits. Field adjust locations as necessary.
 - Planting BACKFILL MIX for all trees and shall to consist of 80% native topsoil and 20% well rotted compost. Fertilize and saturate root ball with water at time of planting (see details). Apply "Myke Transplanting Tree and Shrub Mix", (Mycorrhiza Fungi) or Fertilome root stimulator 4-10-5.
 - TREE SUPPORT STAKES: Deciduous trees to be staked and guyed with three 6' green metal T-posts per tree and guyed with # 12 gauge wire with green nylon tree straps. Aspen in groups can share stakes providing that each tree is receiving support from at least 3 stakes. Conifer trees to be staked with three 3' metal T-posts with above wire and straps.
 - WARRANTEE: The Contractor shall warrant that all plant materials supplied under this contract will be healthy and in flourishing condition of active growth at the date of final acceptance. Replace without cost to owner any plant not meeting this condition.
 - TOPSOIL: Landscape Contractor to supply and place 3" max. screened topsoil to finished grade with the following depths.
Native Grass areas: 2" deep.
Sod turf areas: 2-3" deep.
Shrub beds: 4-6" deep.
Perennial and shrub beds: 8-10" deep.
Over-excavate and remove any existing soils / construction debris to achieve necessary screened top-soil depths.
 - METAL EDGING: 1/8" thick by 4" wide with a rolled-top is to be placed where sod lawn meets planting beds and as designated on the plan.
 - General Contractor to install 4" PVC IRRIGATION SLEEVING to access all planting areas prior to paving walks, steps, driveways and patios.
 - IRRIGATION SYSTEM is to be a design-build system by the Landscape Contractor. Provide 6" pop-ups for sod lawn and drip emitters to all new trees and shrubs. Provide temporary spray heads, zoned separately for all seeded revegetated areas. Remove after 1 year or establishment of grasses. Provide owner with as-built plan / plans prior to final review and acceptance. Guarantee system for one year from final acceptance. Keep all pipes, heads, driplines at least 4' away from building.

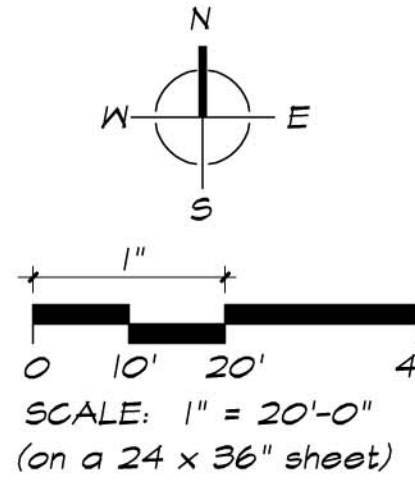
Grass Seed Mix - All disturbed areas 'Mountain Mix' (OR APPROVED EQUAL)

Common Name	Variety
10% Mountain Bromegrass	Bromar
30% Orchardgrass	Palite
10% Canada Bluegrass	Ravens
10% Sheep Fescue	Meklenberger
20% Tall Fescue	Fann
10% Winter Wheat	
10% Timothy	Climax

Planting Rate: 50 pounds of pure live seed per acre. Substitutions must be approved by owner.

NOTE: THE HOA WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE INSTALLED LANDSCAPE AND THE IRRIGATION SYSTEM.

NOTE: ALL LANDSCAPED AREAS IN THE FRONT STREET BUFFER SHALL BE IRRIGATED USING AN UNDERGROUND AUTOMATIC SYSTEM TO CONFORM WITH SECTION 4.07.020.B.3a. THE REMAINING LANDSCAPE (NOT WITHIN THE FRONT STREET BUFFER) SHALL BE IRRIGATED PER NOTE #9 ABOVE IN THE LANDSCAPE NOTES.



ECSD / Habitat for Humanity
3rd Street Campus
Eagle, Colorado

PROGRESS REVIEW
5-10-2022

REVIEW
7-11-2022

REVISED
9-4-2022

T.O.E. COMMENTS
10-6-2022

LANDSCAPE PLAN

SHEET

L-1
of 1

D:\DROPBOX\PROJECT FILES\22.010-THIRD STREET PARCEL, EAGLE\PLANS\C1 COVER SHEET

HABITAT FOR HUMANITY

THIRD STREET PARCEL

EAGLE VALLEY MIDDLE SCHOOL PARCEL,
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

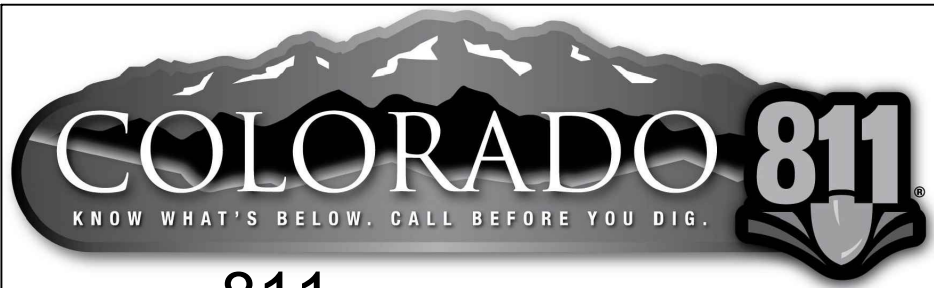
LEGEND

EXISTING		PROPOSED
	PROPERTY LINE	
	RIGHT-OF-WAY LINE	
	SECTION LINE	
	EASEMENT	
	RETAINING WALL	
	CURB & GUTTER	
	ASPHALT	
	CONCRETE/ SIDEWALK	
	HANDICAP RAMPS	
	CONTOURS	
	UTILITY CROSSING	
	STORM SEWER	
	STORM MANHOLE	
	ROOF DRAIN	
	STORM INLET	
	FLARED END SECTION	
	SANITARY SEWER	
	SANITARY MANHOLE	
	CLEAN OUT	
	WATER LINE	
	WATER VALVE	
	FIRE HYDRANT	
	WATER METER	
	IRRIGATION LINE	
	IRRIGATION CONTROL	
	OVERHEAD ELECTRIC	
	ELECTRIC LINE	
	LIGHT POLE	
	POWER POLE	
	ELECTRIC METER	
	TELEPHONE LINE	
	TELEPHONE PEDESTAL	
	CABLE TV	
	SIGN	
	DIRECTION OF FLOW	
	GRADING ARROW	
	GAS LINE	
	DRIVE	
	ELEV.	



VICINITY MAP

SCALE: 1"=100'



CALL **811** 2-BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG, GRADE OR EXCAVATE FOR
MARKING OF UNDERGROUND MEMBER UTILITIES

ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS.
THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM
THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE
CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE SIZE,
MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES
PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BASIS OF BEARING AND BENCHMARK:

BASIS OF BEARING: BEARINGS ARE BASED UPON AN ASSUMED BEARING OF N00°00'00"E
FROM THE SUBJECT PARCEL'S SOUTHWESTERLY PROPERTY CORNER, NORTH ALONG THE
INTERFACE WITH THE FIRE STATION PARCEL, AS SHOWN ON SHEET C2.

BENCHMARK: ELEVATIONS ARE BASED UPON THE NATIONAL GEODETIC SURVEY (N.G.S.)
BENCHMARK STATION 006.
ELEVATION = 6615.70 FEET (N.A.V.D. 88)

EXISTING TOPOGRAPHY SHOWN WAS TAKEN FROM THE "TOPOGRAPHIC MAP" COMPLETED BY
PEAK LAND CONSULTANTS AND DATED 11 MAY 2022.

SUBMITTALS / REVISIONS

1	SCHEMATIC DESIGN (NOT FOR CONSTRUCTION)	4/13/2022
2	DESIGN DEVELOPMENT (NOT FOR CONSTRUCTION)	6/1/2022

Sheet List Table

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C2	Existing Conditions & Demo Plan
C3	Site Plan
C4.0	Erosion Control Plan
C4.1	Erosion Control Notes
C5.0	Overall Grading Plan
C5.1	Detailed Grading Plan
C5.2	Detailed Grading Plan
C5.3	Detailed Grading Plan
C5.4	Detailed Grading Plan
C5.5	Driveway Plan & Profile
C6.0	Overall Utility Plan
C6.1	Detailed Utility Plan
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C6.5	Water Plan & Profile
C6.6	Sanitary Sewer Plan & Profile
C6.7	Utility Notes
D1	Drainage Plan (Proposed)

HABITAT FOR HUMANITY
THIRD STREET PARCEL
EAGLE VALLEY MIDDLE SCHOOL
EAGLE, COLORADO

YARNELL CONSULTING &
CIVIL DESIGN, LLC
P.O. BOX 3901, EAGLE, COLORADO 81631
(970) 323-7008

THE DESIGNS SHOWN HEREIN INCLUDING
ALL TECHNICAL DRAWINGS, GRAPHIC
REPRESENTATION & MODELS THEREOF, ARE
PROPRIETARY & CAN NOT BE COPIED,
REPRODUCED, OR COMMERCIALY EXPLOITED
IN WHOLE OR IN PART WITHOUT THE SOLE
AND EXPRESS WRITTEN PERMISSION FROM
YARNELL CONSULTING & CIVIL DESIGN, LLC.

NO.	ISSUE / REVISION	NAME	DATE
1.	SCHEMATIC DESIGN (NO CONST.)	J. YARNELL	4/13/22
2.	DESIGN DEVELOPMENT (NO CONST.)	J. YARNELL	6/1/22
3.			
4.			
5.			

SHEET TITLE COVER SHEET
SHEET NO. C1

PROJECT CONTACTS

OWNER	JURISDICTION	ARCHITECT	CIVIL ENGINEER	LAND SURVEYOR
HABITAT FOR HUMANITY VAIL VALLEY 455 NOTTINGHAM RANCH ROAD AVON, COLORADO 81620 970-748-6718	TOWN OF EAGLE 200 BROADWAY EAGLE, COLORADO 81631 970-445-0847	EV STUDIO 5335 WEST 48TH AVENUE, SUITE 300 DENVER, COLORADO 80212 303-670-7242	YARNELL CONSULTING & CIVIL DESIGN P.O. BOX 3901 EAGLE, COLORADO 81631-3901 970-323-7008	PEAK LAND CONSULTANTS 1000 LION'S RIDGE LOOP VAIL, COLORADO 81657 970-476-8644
EMILY PEYTON	DENNIS WIKE	JAKE LAURESKA	JUSTIN YARNELL	BRENT BIGGS

UTILITY CONTACTS

NATURAL GAS	ELECTRIC	FIBER OPTIC	WATER & SANITATION
BLACK HILLS ENERGY 96 COUNTY ROAD 160, GLENWOOD SPRINGS, CO 81601 970-928-0407	HOLY CROSS ENERGY P.O. BOX 2150 GLENWOOD SPRINGS, CO 81602 970-947-5439	CENTURY LINK P.O. BOX 0570 EAGLE, COLORADO 81631 970-328-8290	TOWN OF EAGLE 200 BROADWAY EAGLE, COLORADO 81631 970-445-0847
JASON COX	KEITH HERNANDEZ	JASON SHARPE	DENNIS WIKE

D:\DROPBOX\PROJECT FILES\22.010--THIRD STREET PARCEL, EAGLE\PLANS\C1 COVER SHEET

GENERAL NOTES:

1.

ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF EAGLE "PUBLIC WORKS MANUAL." ITEMS NOT COVERED WITHIN SAID MANUAL SHALL BE IN ACCORDANCE WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND M-STANDARDS.
2.

ALL STREETS, WATER UTILITY, STORM SEWER, AND SANITARY SEWER UTILITY CONSTRUCTION SHALL BE SUBJECT TO TOWN OF EAGLE INSPECTION.
3.

THE CONTRACTOR SHALL HAVE ONE [1] SIGNED COPY OF PLANS APPROVED BY THE TOWN OF EAGLE AND ONE [1] COPY OF THE APPROPRIATE DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS ON THE JOB SITE AT ALL TIMES.
4.

PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE CIVIL ENGINEER--OF-RECORD TEST REPORTS, SHOP DRAWINGS, CUT SHEETS, AND ANY OTHER DOCUMENTATION NECESSARY TO CLEARLY INDICATE THE MATERIALS AND COMPONENTS SLATED FOR USE ON THE PROJECT.
5.

CONTRACTOR SHALL NOTIFY THE ENGINEER, OWNER, AND THE TOWN OF EAGLE INSPECTOR 48 HOURS PRIOR TO THE START OF CONSTRUCTION. A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED WITH THE TOWN OF EAGLE INSPECTOR 24 HOURS PRIOR TO START OF WORK.
6.

ALL RANGE POINTS, TIES, BENCHMARKS, OR OTHER SURVEY CONTROL POINTS, WHICH MAY BE ENCOUNTERED DURING CONSTRUCTION, MUST BE PRESERVED, ANYTHING DAMAGED OR DESTROYED MUST BE RESTORED BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, AT NO COST TO THE OWNER.
7.

ALL ELEVATIONS ARE ON UNITED STATES GEOLOGICAL SURVEY (USGS) VERTICAL DATUM -- NOT ARCHITECTURAL. SPOT ELEVATIONS ARE ABOVE ELEVATION 6600. THEREFORE, SPOT ELEVATION 85.26 CORRESPONDS TO USGS ELEVATION 6685.26.
8.

THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB SITE, INCLUDING, BUT NOT LIMITED TO, SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK, TRENCH EXCAVATION AND SHORING, TRAFFIC CONTROL, AND SECURITY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
9.

THE TOWN/OWNER/ENGINEER CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE.
10.

ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION [OSHA] "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION." THESE REGULATIONS ARE DESCRIBED IN SUBPART P, PART 1926 OF THE CODE OF FEDERAL REGULATIONS. SHEETING AND SHORING SHALL BE UTILIZED WHERE NECESSARY TO PREVENT ANY EXCESSIVE WIDENING OR SLOUGHING OF THE TRENCH WHICH MAY BE DETRIMENTAL TO HUMAN SAFETY, TO THE PIPE BEING PLACED, OR TO ANY EXISTING SITE IMPROVEMENTS OR STRUCTURES. THE CONTRACTOR MAY BE REQUIRED TO USE AN APPROVED PILING INSTEAD OF SHEETING AND SHORING.
11.

CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS FOR THE SCOPE OF WORK.
12.

AT LEAST FIVE [5] WORKING DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE TOWN OF EAGLE INSPECTOR. THE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A CERTIFIED TRAFFIC CONTROL SUPERVISOR AND SHALL BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD). NO WORK SHALL BEGIN UNTIL ALL TRAFFIC CONTROL DEVICES HAVE BEEN PLACED IN ACCORDANCE WITH THE PLAN. THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN THE TRAFFIC CONTROL DEVICES FOR THE ENTIRE DURATION OF THE PROJECT OR UNTIL THE ROADWAY HAS BEEN OPENED AND THE PERMANENT TRAFFIC CONTROL DEVICES HAVE BEEN INSTALLED.
13.

ALL TRENCH BACKFILL AND SUBGRADE PREPARATION SHALL BE TESTED TO ENSURE COMPLIANCE WITH TOWN OF EAGLE STANDARDS AND SHALL BE TESTED AT TOWN OF EAGLE--REQUIRED FREQUENCIES BY A TOWN OF EAGLE--APPROVED PRIVATE SOILS TESTING FIRM. TEST RESULTS SHALL BE SUBMITTED TO, REVIEWED, AND APPROVED BY, THE TOWN OF EAGLE ENGINEERING DEPARTMENT PRIOR TO INSTALLING BASE COURSE, ASPHALT OR CONCRETE ON PREPARED SUBGRADE. ALL BASE COURSE DENSITY SHALL ALSO BE TESTED BY THE PRIVATE SOILS FIRM AT TOWN OF EAGLE--REQUIRED FREQUENCIES TO ENSURE COMPLIANCE WITH TOWN OF EAGLE REQUIREMENTS. BASE COURSE TEST RESULTS SHALL ALSO BE APPROVED BY THE TOWN OF EAGLE ENGINEERING DEPARTMENT PRIOR TO INSTALLING PAVEMENT. ALL CONCRETE AND ASPHALT PLACED SHALL BE TESTED IN ACCORDANCE WITH TOWN OF EAGLE MINIMUM MATERIALS TESTING STANDARDS. TEST RESULTS SHALL BE REVIEWED AND APPROVED BY THE TOWN OF EAGLE ENGINEERING DEPARTMENT PRIOR TO INITIATION OF THE REQUIRED TWO--YEAR WARRANTY PERIOD.
14.

CONTRACTOR SHALL CONFORM TO ALL FEDERAL, STATE, AND LOCAL HEALTH AND SAFETY RULES AND REGULATIONS.
15.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION AND FOR COORDINATING WITH THE APPROPRIATE UTILITY COMPANY FOR ANY UTILITY CROSSINGS REQUIRED. REPAIR OF DAMAGED UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE, INCLUDING BUT NOT LIMITED TO UNKNOWN UNDERGROUND UTILITIES.
16.

EXISTING FENCES, TREES, SIDEWALKS, CURB/GUTTER, LANDSCAPING, STRUCTURES, AND IMPROVEMENTS DESTROYED, DAMAGED OR REMOVED DUE TO CONSTRUCTION OF THIS PROJECT SHALL BE REPLACED OR RESTORED IN LIKE KIND AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE INDICATED ON THESE PLANS.
17.

THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING REASONABLE ACCESS TO AND FROM ALL OF THE ADJACENT PROPERTIES THROUGHOUT THE COURSE OF THE WORK. THE CONTRACTOR SHALL BE REQUIRED TO MEET (INDIVIDUALLY OR COLLECTIVELY) WITH ALL ADJACENT PROPERTY OWNERS WHOSE DRIVEWAY ACCESS WILL BE AFFECTED BY THE WORK. AS CONSTRUCTION CONDITIONS CHANGE AND THE WORK PROGRESSES, THE CONTRACTOR SHALL BE REQUIRED TO PERIODICALLY UPDATE THOSE PROPERTY OWNERS SO THAT THEY ARE KEPT INFORMED ABOUT THEIR ACCESS.
18.

CONTRACTOR SHALL OBTAIN A STORMWATER CONSTRUCTION PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, WATER QUALITY CONTROL DIVISION, PRIOR TO CLEARING, GRADING, OR EXCAVATING A SITE OF ONE [1] ACRE OR MORE. A COPY OF THE APPROVED PERMIT MUST BE SUBMITTED TO THE TOWN OF EAGLE ENGINEERING DEPARTMENT PRIOR TO THE START OF CLEARING, GRADING, OR EXCAVATING OF THE SITE. A COPY OF THE APPROVED PERMIT MUST ALSO BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
19.

CONTRACTOR SHALL OBTAIN A COLORADO STATE CONSTRUCTION DEWATERING DISCHARGE PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) FOR ALL AREAS WHERE DEWATERING IS REQUIRED AND WATER IS DISCHARGED INTO A STORM SEWER, CHANNEL, IRRIGATION DITCH, OR ANY WATERS OF THE UNITED STATES. A COPY OF THE APPROVED PERMIT MUST BE SUBMITTED TO THE TOWN OF EAGLE ENGINEERING DEPARTMENT PRIOR TO THE START OF ANY DEWATERING. A COPY OF THE APPROVED PERMIT MUST ALSO BE AVAILABLE ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
20.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING STORM RUNOFF AND ANY GROUNDWATER ENCOUNTERED DURING THE CONSTRUCTION OF ANY PORTION OF THIS PROJECT. GROUNDWATER SHALL BE PUMPED, PIPED, REMOVED, AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS NOR EROSION ON ABUTTING PROPERTIES IN ORDER TO CONSTRUCT THE IMPROVEMENTS SHOWN ON THESE PLANS. NO CONCRETE SHALL BE PLACED WHERE GROUNDWATER IS VISIBLE OR UNTIL THE GROUNDWATER TABLE HAS BEEN LOWERED BELOW THE PROPOSED IMPROVEMENTS. ANY UNSTABLE AREAS, AS A RESULT OF GROUNDWATER, ENCOUNTERED DURING THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE STABILIZED AS AGREED UPON BY THE CONTRACTOR, THE TOWN OF EAGLE INSPECTOR, AND THE GEOTECHNICAL ENGINEER AT THE TIME OF OCCURRENCE.
21.

THE CONTRACTOR IS RESPONSIBLE FOR FIELD LOCATING AND VERIFYING ELEVATIONS OF ALL EXISTING UTILITIES (STORM SEWER, SANITARY, WATER, NATURAL GAS, ELECTRIC, TELEPHONE, FIBER OPTICS, CABLE TELEVISION, ETC.) AND FINISHED GRADES AT THE POINTS OF CONNECTION SHOWN ON THE PLANS, AND AT ANY UTILITY CROSSINGS. IF A CONFLICT EXISTS AND/OR A DESIGN MODIFICATION IS REQUIRED, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO MODIFY THE DESIGN PRIOR TO INSTALLING ANY OF THE NEW IMPROVEMENTS.

22.

PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL CONTACT ALL UTILITIES TO COORDINATE SCHEDULES.
23.

CONTRACTOR SHALL NOTIFY ALL BUSINESSES/RESIDENTS IN WRITING 48 HOURS PRIOR TO ANY SHUT--OFF IN SERVICE. THE NOTICES MUST HAVE CONTRACTOR'S PHONE NUMBER AND NAME OF CONTACT PERSON, AND EMERGENCY PHONE NUMBER FOR AFTER--HOURS CALLS. ALL SHUT--OFFS MUST BE APPROVED BY THE TOWN OF EAGLE WATER DEPARTMENT, AND TOWN OF EAGLE VALVES AND APPURTENANCES SHALL BE OPERATED BY TOWN OF EAGLE PERSONNEL, UNLESS WRITTEN PERMISSION IS GIVEN OTHERWISE.
24.

ALL PUBLIC IMPROVEMENT WORK, INCLUDING CORRECTION WORK, SHALL BE INSPECTED BY A TOWN OF EAGLE REPRESENTATIVE WHO SHALL HAVE THE AUTHORITY TO HALT CONSTRUCTION WHEN STANDARD CONSTRUCTION PRACTICES ARE NOT BEING ADHERED TO. THE TOWN OF EAGLE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SUCH MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO ITS STANDARDS AND SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR BEING AWARE OF, NOTIFYING, COORDINATING, AND SCHEDULING ALL INSPECTIONS REQUIRED FOR FINAL APPROVALS AND PROJECT ACCEPTANCE.
25.

REFER TO LANDSCAPE PLANS PREPARED BY OTHERS FOR FINAL LANDSCAPE AND SPECIALTY LANDSCAPE FEATURES.
26.

COMPACTION OF ALL TRENCHES MUST BE ATTAINED, AND COMPACTION TEST RESULTS SUBMITTED TO THE ENGINEER AND THE TOWN OF EAGLE PRIOR TO FINAL ACCEPTANCE.
27.

RECORD DRAWINGS SHOWING ALL CHANGES FROM THE APPROVED CONSTRUCTION DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER AND OWNER PRIOR TO INITIATION OF THE REQUIRED TWO--YEAR WARRANTY PERIOD. THE RECORD DRAWINGS WILL CONSIST OF A MARKED--UP SET OF "ISSUED FOR CONSTRUCTION" DRAWINGS VERIFYING THE FOLLOWING:
 - ALL LENGTHS, SIZES, AND MATERIALS OF INSTALLED PIPE, UTILITY STRUCTURES, AND ANY OTHER IMPROVEMENT.
 - HORIZONTAL LOCATIONS BY NORTHING AND EASTING COORDINATES OF ALL UTILITY STRUCTURES, BENDS, CLEANOUTS, VALVES, TAPS, WYES, STUBS, PLUGS, TEES, ETC.
 - INVERT ELEVATIONS OF STORM SEWER AND SANITARY SEWER STRUCTURES, INLETS, OUTLETS, CLEAN--OUTS, STUB ENDS, TOP OF PIPE ELEVATIONS OF EACH UTILITY CROSSING, ETC.
 - CONSTRUCTED SLOPE OF STORM AND SANITARY PIPES BETWEEN STRUCTURES.
 - TOP OF PIPE ELEVATION AT REGULAR INTERVALS AND/OR FITTINGS FOR WATER LINES.
 - ELEVATIONS AT FLOWLINE OF CURB/GUTTER AT DESIGN LOCATIONS AND GRADE BREAKS. ELEVATION OF INLET AND TRENCH DRAIN GRATES. TOP OF CURB AT CURB INLETS.
 - ANY OTHER VARIATIONS FROM THE CONSTRUCTION DOCUMENTS MUST BE CLEARLY NOTED AND DETAILED ON THE PLANS.
 - AS--BUILT FIELD NOTES, FROM WHICH THE AS--BUILT DRAWINGS ARE PREPARED, ARE TO BE PROVIDED AND STAMPED/SIGNED AND DATED BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO.
25.

THE CONTRACTOR SHALL WARRANT ALL WORK TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF TWO [2] YEARS FROM THE DATE OF ACCEPTANCE.
26.

DURING CONSTRUCTION AND UPON COMPLETION OF CONSTRUCTION, THE SITE SHALL BE CLEANED AND RESTORED TO A CONDITION EQUAL TO, OR BETTER THAN, THAT WHICH EXISTED BEFORE CONSTRUCTION, AS DETERMINED BY THE OWNER, HIS/HER REPRESENTATIVE, OR THE TOWN OF EAGLE INSPECTOR.
27.

CONTRACTOR SHALL REVIEW THE GEOTECHNICAL REPORT TITLED [-----], DATED [-----], AND PREPARED BY [-----] FOR PAVEMENT DESIGN AND RECOMMENDATIONS REGARDING EXCAVATION, COMPACTION, MATERIALS, EMBANKMENT, PAVEMENT SUBEXCAVATION, MOISTURE CONTROL, AND TOPSOIL REMOVAL AND REPLACEMENT. FINAL PAVEMENT DESIGN TO BE DETERMINED BY THE GEOTECHNICAL ENGINEER AFTER SUBGRADE IS COMPLETE. CONTRACTOR TO COORDINATE THIS WORK. THE CONSTRUCTION METHODS FOR EXCAVATION/EMBANKMENTS, COMPACTION, AND SUBGRADE PREPARATION SHALL BE IN STRICT CONFORMANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF DISCREPANCIES BETWEEN THE GEOTECHNICAL REPORT RECOMMENDATIONS AND REQUIREMENTS OF THESE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS.
28.

THE OWNER/DEVELOPER AND/OR THEIR ASSIGNS IS HEREBY NOTIFIED THAT IT IS TYPICAL AND LIKELY THAT SOME MOVEMENT OF THE SURFACE GRADES WILL OCCUR OVER TIME DUE TO VARIOUS FACTORS THAT ARE NOT IN CONTROL OF THE DESIGNERS. THUS, A ROUTINE AND DILIGENT MAINTENANCE PROGRAM IS REQUIRED TO MAINTAIN THE PROPER GRADING AND DRAINAGE THROUGHOUT THE PROJECT.
29.

THE PLANS HAVE BEEN PREPARED BY YARNELL CONSULTING & CIVIL DESIGN, LLC IN ACCORDANCE WITH AND IN RELIANCE UPON THE GEOTECHNICAL REPORT TITLED [-----], DATED [-----], AND PREPARED BY [-----]. YARNELL CONSULTING & CIVIL DESIGN, LLC HAS NO RESPONSIBILITY FOR THE FOUNDATION SYSTEMS USED WITHIN THIS DEVELOPMENT. YARNELL CONSULTING & CIVIL DESIGN, LLC SUGGESTS THAT ALL OWNERS, PRESENT AND FUTURE, BECOME AWARE OF THE RISK ASSOCIATED WITH IMPROPER MAINTENANCE OF SLOPES AND DRAINAGE AWAY FROM THE STRUCTURES.
30.

THE DESIGN PLANS SHOWN HEREON WERE DEVELOPED BASED UPON THE GEOTECHNICAL INVESTIGATIONS/ANALYSIS/ENGINEERING CRITERIA WITHIN THE GEOTECHNICAL REPORT TITLED [-----], DATED [-----], PREPARED BY [-----], SIGNED AND SEALED BY [-----] P.E. YARNELL CONSULTING & CIVIL DESIGN, LLC RELIED UPON THE ENGINEERING ANALYSIS AND CONCLUSIONS OF THIS REPORT IN THE PREPARATION OF THESE CIVIL ENGINEERING PLANS AND DOCUMENTS. NO INDEPENDENT INVESTIGATIONS AND/OR ANALYSIS WAS CONDUCTED BY YARNELL CONSULTING & CIVIL DESIGN, LLC. THESE PLANS WERE PROVIDED TO THE GEOTECHNICAL ENGINEER FOR REVIEW AND VERIFICATION THAT THESE PLANS DEVELOPED BY YARNELL CONSULTING & CIVIL DESIGN, LLC PROPERLY INTERPRETED AND APPLIED THE CRITERIA AND RECOMMENDATIONS ESTABLISHED BY THEIR GEOTECHNICAL REPORT FOR THIS PROJECT.

ABBREVIATIONS:

APPROX	APPROXIMATE
ARCH	ARCHITECT
ASSM	ASSEMBLY
BLDG	BUILDING
BM	BENCHMARK
BOC	BACK OF CURB
BOW	BACK OF WALK
CIP	CAST IRON PIPE
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
CONT	CONTOUR
COR	CORNER
DEMO	DEMOLITION
DIA OR Ø	DIAMETER
DIM	DIMENSION
DIP	DUCTILE IRON PIPE
E	ELECTRICAL LINE
EL	ELEVATION
ELEC	ELECTRICAL
ENG	ENGINEER
ESMT	EASEMENT
EXIST	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FFE	FINISHED FLOOR ELEVATION
FGW	FINISHED GRADE AT WALL
FHY	FIRE HYDRANT
FL	FLOW LINE
FT	FOOT
GB	GRADE BREAK
GR	GRATE (AREA OR VALLEY INLETS)
GV	GATE VALVE
HERCP	HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HORZ	HORIZONTAL
HP	HIGH POINT
INV.	INVERT
LF	LINEAL FEET
LP	LOW POINT
MAX	MAXIMUM
MECH	MECHANICAL
MH	MANHOLE
MIN	MINIMUM
N.I.C.	NOT IN CONTRACT
NTS	NOT TO SCALE
OHE	OVERHEAD ELECTRICAL
PC	POINT OF HORIZONTAL TANGENCY
PCC	POINT OF COMPOUND CURVE
PERF	PERFORATED
PERIM	PERIMETER
PERP	PERPENDICULAR
PI	POINT OF HORIZONTAL INTERSECTION
PIV	PRESSURE INDICATOR VALVE
PL	PROPERTY LINE
PLBG	PLUMBING
POC	POINT ON CURVE
POT	POINT OF TANGENT
PRC	POINT OF REVERSE CURVE
PRKG	PARKING
PROP	PROPOSED
PRV	PRESSURE REDUCING VALVE
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
PVT	POINT OF VERTICAL TANGENCY
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
ROW	RIGHT OF WAY
SSWR	SANITARY SEWER
SEC	SECTION
SF	SQUARE FOOT
STA	STATION
STRM	STORM SEWER
STRUC	STRUCTURAL
SW	SIDEWALK
SY	SQUARE YARD
TELE	TELEPHONE
TB	THRUST BLOCK
TEMP	TEMPORARY
TOC	TOP OF CURB
TOW ₁	TOP OF WALL ₁
UD	UNDER DRAIN
UG	UNDERGROUND
VERT	VERTICAL
VC	VERTICAL CURVE
W	WATER LINE

NOTE: TOW₁ SHALL BE TOP OF WATER ON UTILITY SHEETS ONLY AND TOP OF WALL ON ALL OTHER SHEETS.

HABITAT FOR HUMANITY

THIRD STREET PARCEL
EAGLE VALLEY MIDDLE SCHOOL
EAGLE, COLORADO

YARNELL CONSULTING &
CIVIL DESIGN, LLC

P.O. BOX 3901, EAGLE, COLORADO 81631
(970) 323-7008

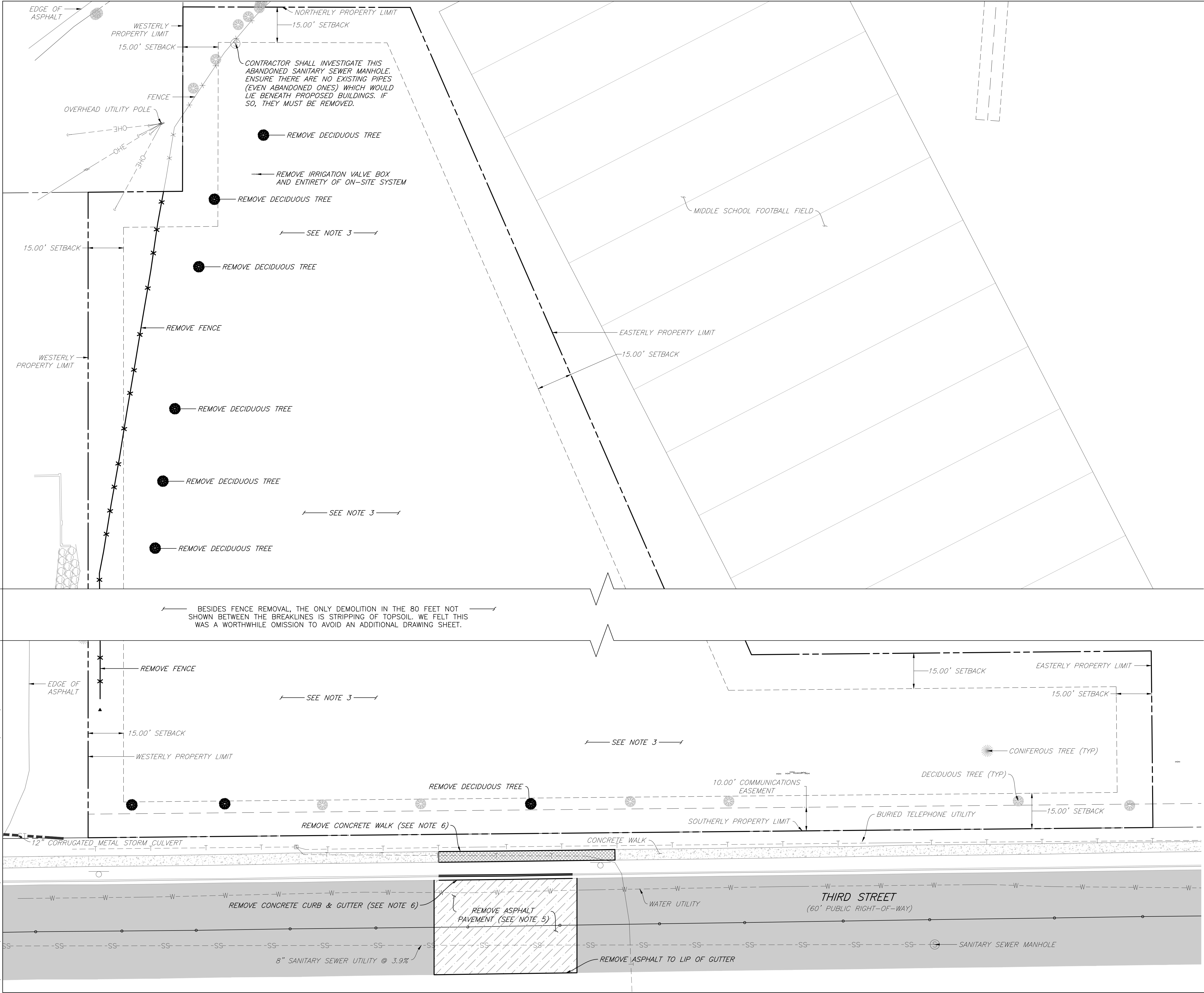
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NO.	ISSUE / REVISION	NAME	DATE
1.	SCHEMATIC DESIGN (NO CONST.)	J. YARNELL	4/13/22
2.	DESIGN DEVELOPMENT (NO CONST.)	J. YARNELL	6/1/22
3.			
4.			
5.			

SHEET TITLE
GENERAL NOTES
&
ABBREVIATIONS

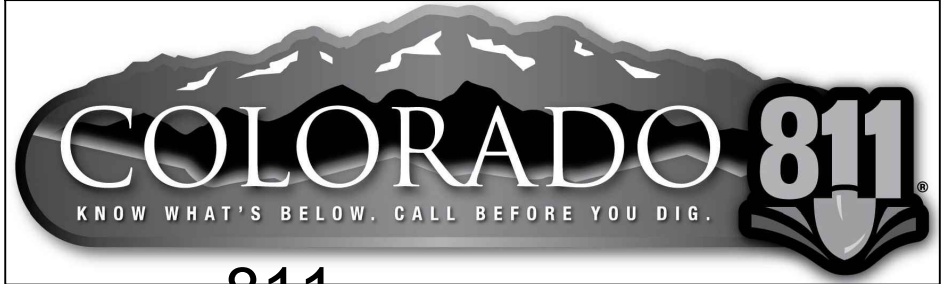
SHEET NO.
C1.1

D:\DROPBOX\PROJECT FILES\22.010-THIRD STREET PARCEL, EAGLE\PLANS\C2 EXISTING CONDITIONS & DEMO PLAN



- NOTES:**
- ITEMS NOT SPECIFICALLY IDENTIFIED FOR REMOVAL SHALL REMAIN AND BE PROTECTED THROUGHOUT CONSTRUCTION.
 - FOR TREE REMOVAL, RE: LANDSCAPE.
 - REMOVE VEGETATION, THEN STRIP AND STOCKPILE TOPSOIL WITHIN PROPERTY LIMITS BUT OUTSIDE THE DRIPLINES OF ALL TREES SLATED TO REMAIN.
 - INSTALL TREE PROTECTION AND PERIMETER CONTROL BEST MANAGEMENT PRACTICES PRIOR TO COMMENCING DEMOLITION/CLEARING ACTIVITIES.
 - ALL ASPHALT SLATED FOR REMOVAL SHALL BE SAWCUT ALONG A NEAT LINE -- RIPPING ASPHALT WITH AN EXCAVATOR IS NOT ACCEPTABLE. SAWCUTS PARALLEL TO THE PATH OF VEHICULAR TRAVEL SHALL BE OUTSIDE THE WHEEL TRACKS -- EITHER CENTERED IN THE TRAVEL LANE OR ALONG THE EDGE.
 - ALL CONCRETE SLATED FOR REMOVAL SHALL BE SAWCUT ALONG THE NEAREST EXISTING JOINT.
 - FOR ALL UTILITY SERVICE REMOVALS AND RELOCATIONS, REFER TO THE APPROPRIATE ENGINEER'S DRAWINGS.
 - ALL REMOVED ITEMS SHALL BE PROPERLY DISPOSED OFF-SITE.



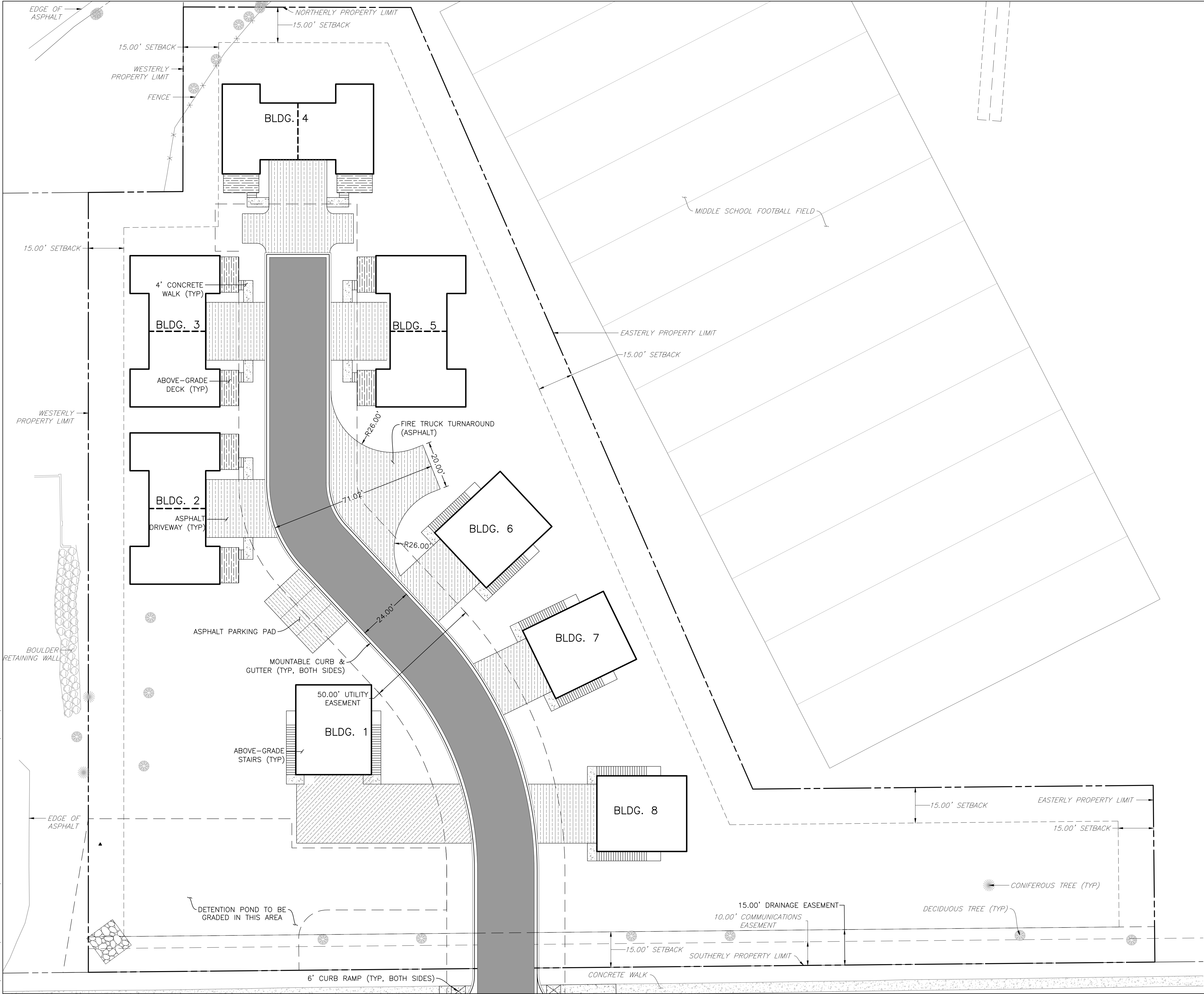


811 2-BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG, GRADE OR EXCAVATE FOR
MARKING OF UNDERGROUND MEMBER UTILITIES

ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS.
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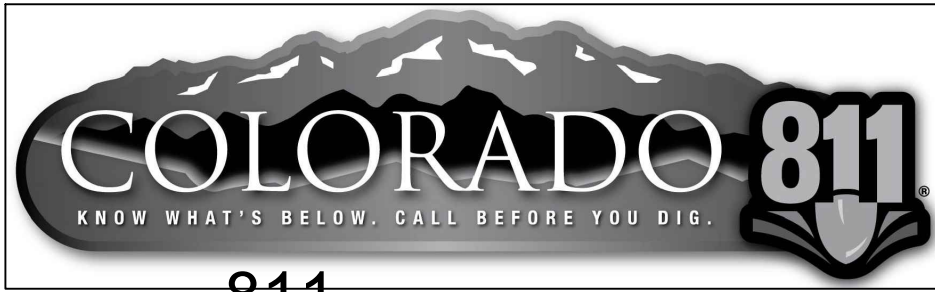
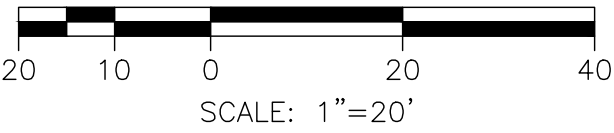
HABITAT FOR HUMANITY					THIRD STREET MIDDLE SCHOOL EAGLE, COLORADO				
YARNELL CONSULTING & CIVIL DESIGN, LLC					P.O. BOX 3901, EAGLE, COLORADO 81631 (970) 323-7008				
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1.	2.	3.	4.	5.	JUL	6/1/22		JUL	JUL
DESIGN BY: J. YARNELL	DRAWN BY: J. YARNELL	REVIEWED BY: J. YARNELL	PROJECT NO.: 22.010	DATE: 6/1/2022	SHEET TITLE				
					EXISTING CONDITIONS & DEMO PLAN				
					SHEET NO. C2				

D:\DROPBOX\PROJECT FILES\22.010-THIRD STREET PARCEL, EAGLE\PLANS\C3 SITE PLAN



NOTES:

1. DRAWING IS SCHEMATIC IN NATURE -- NOT INTENDED FOR CONSTRUCTION AND SUBJECT TO CHANGE AS DESIGN PROGRESSES.



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HABITAT FOR HUMANITY
THIRD STREET PARCEL
EAGLE VALLEY MIDDLE SCHOOL
EAGLE, COLORADO

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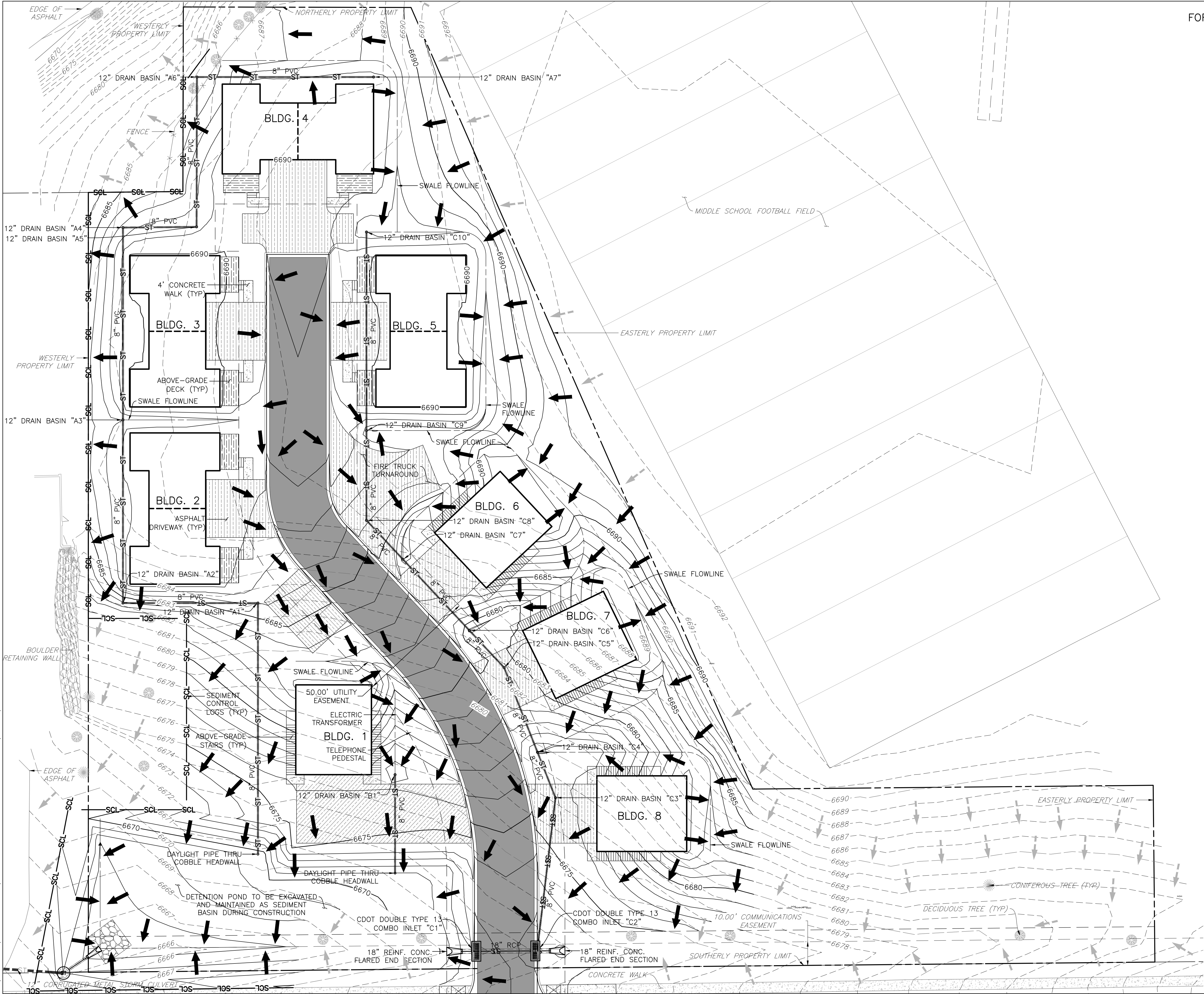
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2.	DESIGN DEVELOPMENT (NO CONST.)	J. YARNELL	6/1/22
3.			
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5.			

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DRAWN BY: J. YARNELL	
REVIEWED BY: J. YARNELL	
PROJECT NO.: 22.010	

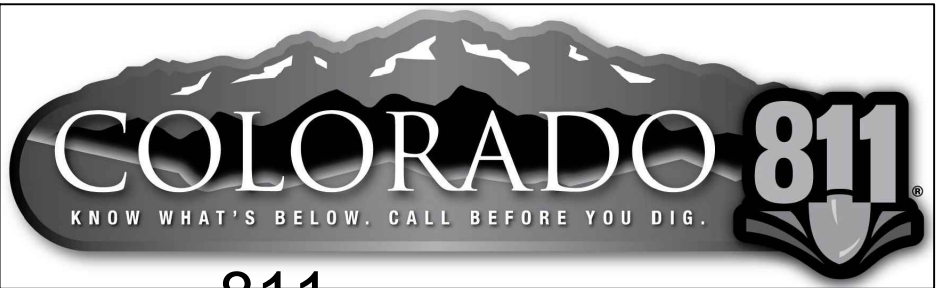
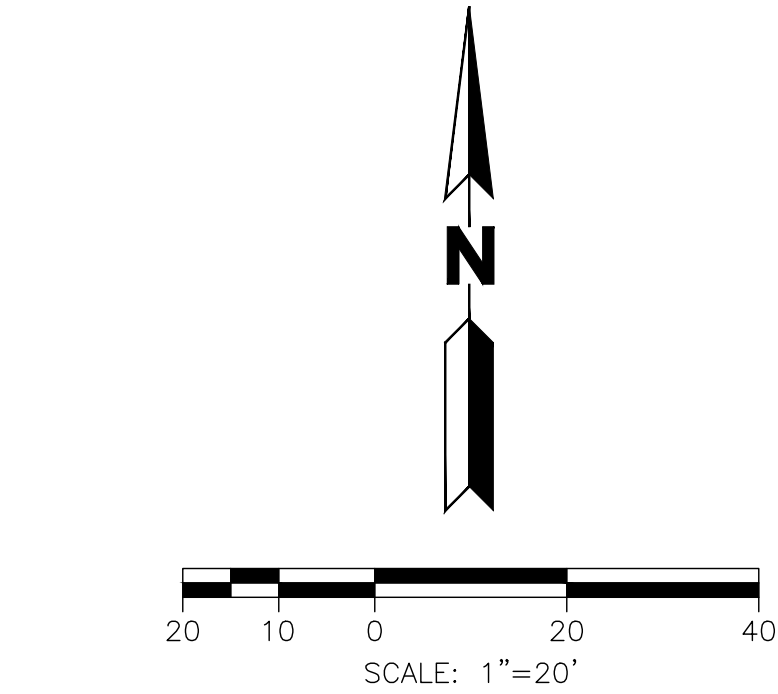
SHEET TITLE
SITE PLAN

SHEET NO.
C3

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FOR EROSION CONTROL NOTES, RE: SHEET C4.1



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3.		J. YARNELL	
4.		J. YARNELL	
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REVIEWED BY: J. YARNELL	
PROJECT NO: 22.010	

SHEET TITLE
EROSION
CONTROL PLAN

SHEET NO.
C4.0

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EROSION CONTROL NOTES:

1.

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS, AND IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES AT ALL TIMES DURING CONSTRUCTION TO PREVENT DAMAGING FLOWS ON THE SITE AND IN THE WATERSHED BELOW THE SITE. CONTROL SYSTEMS SHALL BE INSTALLED PRIOR TO STRIPPING OF NATIVE VEGETATIVE COVER AND AS GRADING PROGRESSES. CONDITIONS IN THE FIELD MAY WARRANT EROSION CONTROL MEASURES IN ADDITION TO WHAT IS SHOWN ON THESE PLANS AND WITHIN THE NARRATIVE. THE APPROACH MAY BE MODIFIED WITH APPROPRIATE APPROVALS AS FIELD CONDITIONS WARRANT.
2.

NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHEREVER POSSIBLE. EXPOSURE OF SOIL TO EROSION BY REMOVAL OR DISTURBANCE OF VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATION AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.
3.

TOPSOIL SHALL BE STOCKPILED TO THE EXTENT PRACTICAL ON THE SITE FOR USE ON AREAS TO BE REVEGETATED. ANY AND ALL STOCKPILES SHALL BE LOCATED AND PROTECTED FROM EROISIVE ELEMENTS.
4.

AT ALL TIMES, THE PROPERTY SHALL BE MAINTAINED AND/OR WATERED TO PREVENT WIND-CAUSED EROSION. EARTHWORK OPERATIONS SHALL BE DISCONTINUED WHEN FUGITIVE DUST SIGNIFICANTLY IMPACTS ADJACENT PROPERTY. IF EARTHWORK IS COMPLETE OR DISCONTINUED AND DUST FROM THE SITE CONTINUES TO CREATE PROBLEMS, THE CONTRACTOR SHALL IMMEDIATELY INSTITUTE MITIGATIVE MEASURES AND SHALL CORRECT DAMAGE TO ADJACENT PROPERTY.
5.

PERMANENT OR TEMPORARY SOIL-STABILIZATION MEASURES SHALL BE APPLIED TO DISTURBED AREAS WITHIN 30 DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. UNLESS SPECIFIED OTHERWISE, TEMPORARY VEGETATION SHALL BE INSTALLED ON ALL DISTURBED AREAS WHERE PERMANENT SURFACE IMPROVEMENTS ARE NOT SCHEDULED FOR INSTALLATION WITHIN THREE MONTHS. TEMPORARY VEGETATION SHALL BE A VIGOROUS, DROUGHT-TOLERANT, NATIVE SPECIES MIX. PROJECT SCHEDULING SHOULD TAKE ADVANTAGE OF SPRING OR FALL PLANTING SEASONS FOR NATURAL GERMINATION, BUT SEEDED AREAS SHALL BE IRRIGATED, IF CONDITIONS MERIT. REFER TO THE LANDSCAPE PLAN FOR FINAL LANDSCAPING.
6.

TEMPORARY FENCES SHALL BE INSTALLED ALONG ALL BOUNDARIES OF THE CONSTRUCTION LIMITS TO PREVENT GRADING ON PROPERTY NOT OWNED BY THE OWNER/DEVELOPER. IN ADDITION, THE TOWN OF EAGLE MAY REQUIRE ADDITIONAL TEMPORARY FENCES IF FIELD CONDITIONS WARRANT.
7.

THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM LEAVING THE SITE DURING ALL DEMOLITION, EXCAVATION, TRENCHING, GRADING OR OTHER CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, ROADWAYS, WETLANDS, ETC., RESULTING FROM WORK DONE AS PART OF THIS PROJECT.
8.

THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENT, MUD, CONSTRUCTION DEBRIS, OR OTHER POTENTIAL POLLUTANTS THAT MAY HAVE BEEN INADVERTENTLY DISCHARGED TO, OR ACCUMULATED IN, THE FLOWLINES AND PUBLIC RIGHT-OF-WAY AS A RESULT OF CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS SITE DEVELOPMENT OR CONSTRUCTION PROJECT.
9.

THE GRADING CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF THE MATERIAL DURING TRANSPORT ON PUBLIC ROADWAYS.
10.

APPROVED EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AND KEPT IN GOOD REPAIR FOR THE DURATION OF THIS PROJECT. AT A MINIMUM, THE CONTRACTOR OR HIS AGENT SHALL INSPECT ALL CONTROL MEASURES WEEKLY AND AFTER PRECIPITATION EVENTS WHICH GENERATE RUNOFF. ALL NECESSARY MAINTENANCE AND REPAIR SHALL BE COMPLETED IN A TIMELY MANNER. ACCUMULATED SEDIMENT AND DEBRIS SHALL BE REMOVED FROM A CONTROL MEASURE BEFORE THE SEDIMENT LEVEL REACHES ONE-HALF THE HEIGHT OF THE CONTROL MEASURE OR, AT ANY TIME THAT SEDIMENT OR DEBRIS ADVERSELY IMPACTS THE FUNCTIONING OF THE CONTROL MEASURE.
11.

WATER USED IN THE CLEANING OF CONCRETE TRUCK DELIVERY CHUTES SHALL BE DISCHARGED INTO A PREDEFINED, BERMED CONTAINMENT AREA ON THE JOB SITE. THE REQUIRED CONTAINMENT AREA IS TO BE BERMED SO THAT WASH WATER IS TOTALLY CONTAINED. WASH WATER DISCHARGED INTO THE CONTAINMENT AREA SHALL NOT BE ALLOWED TO INFILTRATE BUT MAY EVAPORATE. DRIED CEMENT WASTE SHALL BE REMOVED FROM THE CONTAINMENT AREA AND PROPERLY DISPOSED OF. SHOULD A PREDEFINED, BERMED CONTAINMENT AREA NOT BE AVAILABLE DUE TO THE PROJECT SIZE, OR LACK OF AN AREA WITH A SUITABLE GROUND SURFACE FOR ESTABLISHING A CONTAINMENT AREA, PROPER DISPOSAL OF READY-MIX WASH-OUT AND RINSE-OFF WATER AT THE JOB SITE SHALL CONFORM TO THE APPROVED TECHNIQUES AND PRACTICES IDENTIFIED IN THE COLORADO DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT'S TRAINING VIDEO ENTITLED "BUILDING FOR A CLEANER ENVIRONMENT, READY MIX WASHOUT TRAINING", AND ITS ACCOMPANYING MANUAL ENTITLED, "READY MIX WASHOUT GUIDEBOOK, VEHICLE AND EQUIPMENT WASHOUT AT CONSTRUCTION SITES." THE DIRECT OR INDIRECT DISCHARGE OF WATER CONTAINING WASTE CEMENT TO THE STORM SEWER SYSTEM IS PROHIBITED. INFORMATION ABOUT, OR COPIES OF THE VIDEO AND TRAINING MANUAL ARE AVAILABLE FROM THE WATER QUALITY CONTROL DIVISION, COLORADO DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT, 4300 CHERRY CREEK DRIVE SOUTH, DENVER, COLORADO 80222-1530, 303-692-3555.
12.

THE CONTRACTOR SHALL PROTECT THE WATERSHED AND/OR ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATIONS INVOLVING WHEEL CUTTING, SAW CUTTING, OR ABRASIVE WATER JET CUTTING ARE TO TAKE PLACE. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS. THE DISCHARGE OF ANY WATER CONTAMINATED BY WASTE PRODUCTS FROM CUTTING OPERATIONS TO THE WATERSHED AND/OR STORM SEWER SYSTEM IS PROHIBITED.
13.

PAVED SURFACES WHICH ARE ADJACENT TO CONSTRUCTION SITES SHALL BE SWEPT IN A TIMELY MANNER WHEN SEDIMENT AND OTHER MATERIALS ARE TRACKED OR DISCHARGED ON TO THEM. EITHER SWEEPING BY HAND OR USE OF STREET SWEEPERS IS ACCEPTABLE. STREET SWEEPERS USING WATER WHILE SWEEPING IS PREFERRED IN ORDER TO MINIMIZE DUST. FLUSHING OFF PAVED SURFACES WITH WATER IS PROHIBITED.
14.

SEDIMENT FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON-SITE USING STRUCTURAL CONTROLS TO THE MAXIMUM EXTENT PRACTICAL.
15.

STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO MINIMIZE SEDIMENT TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TACKING, OR WIND.
16.

RUNOFF FROM EQUIPMENT AND VEHICLE WASHING SHALL BE CONTAINED AT CONSTRUCTION SITES UNLESS TREATED TO REDUCE OR REMOVE SEDIMENT AND OTHER POLLUTANTS.
17.

ALL CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR PERSONNEL ARE TO BE MADE AWARE OF THE REQUIRED CONTROL AND GOOD HOUSEKEEPING MEASURES FOR THE PROJECT SITE AND ANY ASSOCIATED CONSTRUCTION STAGING AREAS.
18.

AT THE END OF EACH DAY OF CONSTRUCTION ACTIVITY, ALL CONSTRUCTION DEBRIS AND WASTE MATERIALS SHALL BE COLLECTED AND PROPERLY DISPOSED IN TRASH OR RECYCLE BINS.
19.

CONSTRUCTION SITES SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORMWATER ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302.
20.

POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, PERMITTEE SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS.
21.

GRADED AREAS ON THE PERMITTED AREA PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARD DESILTING FACILITIES.
22.

THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
23.

THE PERMITTEE AND CONTRACTOR SHALL INSPECT THE EROSION CONTROL WORK AND INSURE THAT THE WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.
24.

THE PERMITTEE SHALL NOTIFY ALL GENERAL CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, LESSEES, AND PROPERTY OWNERS THAT DUMPING OF CHEMICALS INTO THE STORM DRAIN SYSTEM OR THE WATERSHED IS PROHIBITED.

25.

EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
26.

ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40%.
27.

SEDIMENTS FROM AREAS DISTURBED BY CONSTRUCTION SHALL BE RETAINED ON-SITE USING AN EFFECTIVE COMBINATION OF EROSION AND SEDIMENT CONTROLS TO THE MAXIMUM EXTENT PRACTICAL, AND STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO MINIMIZE SEDIMENT TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES OR ADJACENT PROPERTIES VIA RUNOFF, VEHICLE TRACKING, OR WIND.
28.

APPROPRIATE CONTROL MEASURES FOR CONSTRUCTION-RELATED MATERIALS, WASTES, SPILLS OR RESIDUES SHALL BE IMPLEMENTED AND RETAINED ON-SITE TO MINIMIZE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJOINING PROPERTY BY WIND OR RUNOFF.
29.

FOR DETAILS OF ALL CONTROL MEASURES PROPOSED ON-SITE, RE: SWMP NARRATIVE.

HABITAT FOR HUMANITY

THIRD STREET PARCEL
EAGLE VALLEY MIDDLE SCHOOL
EAGLE, COLORADO

YARNELL CONSULTING &
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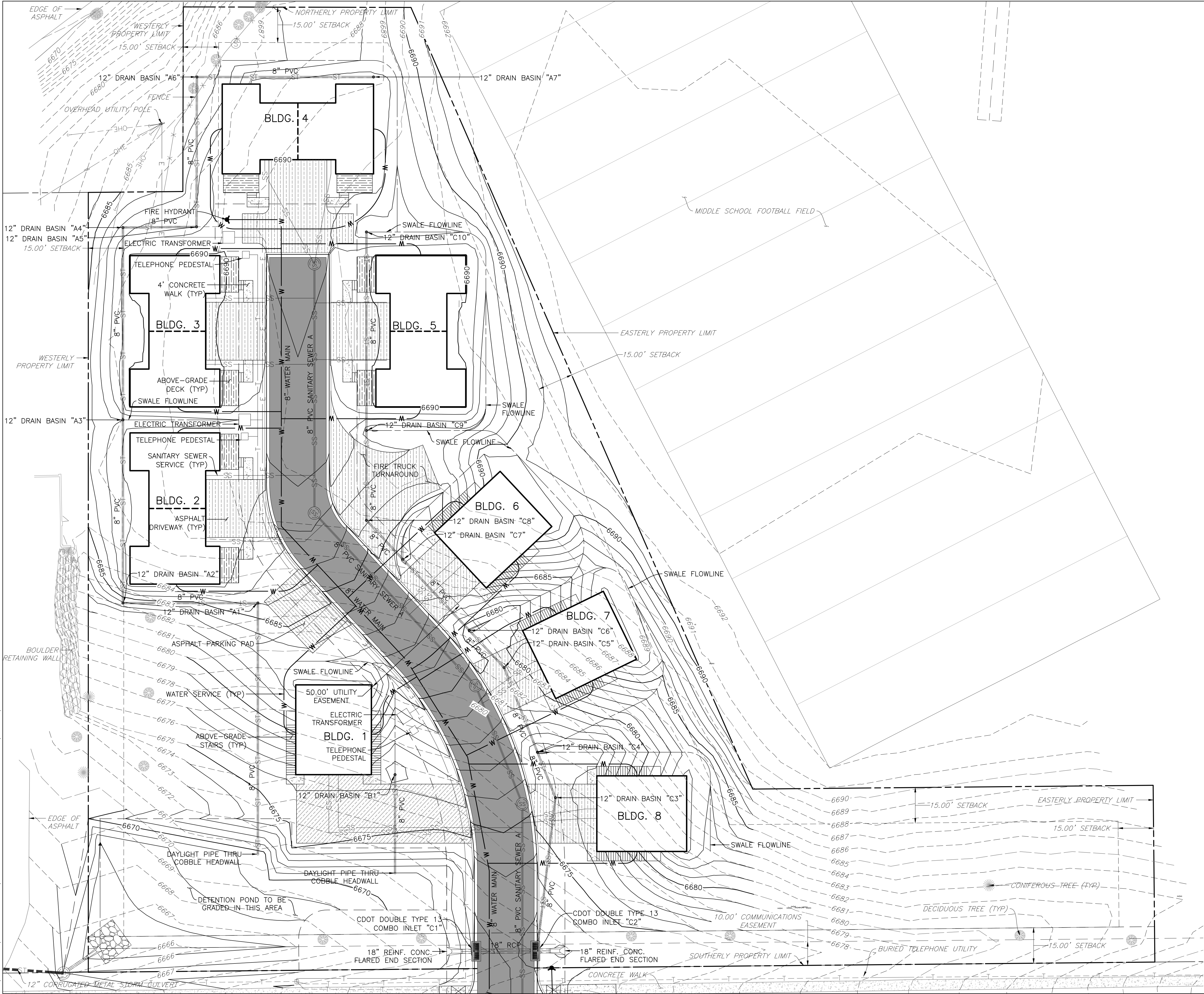
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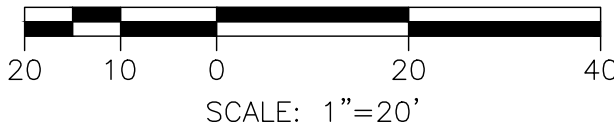
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EROSION
CONTROL NOTES

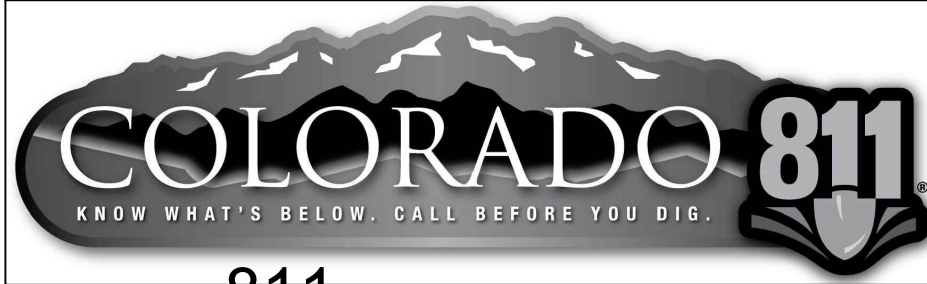
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FOR GRADING NOTES, RE: SHEET C5.4





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EAGLE, COLORADO

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DRAWN BY: J. YARNELL

REVIEWED BY: J. YARNELL

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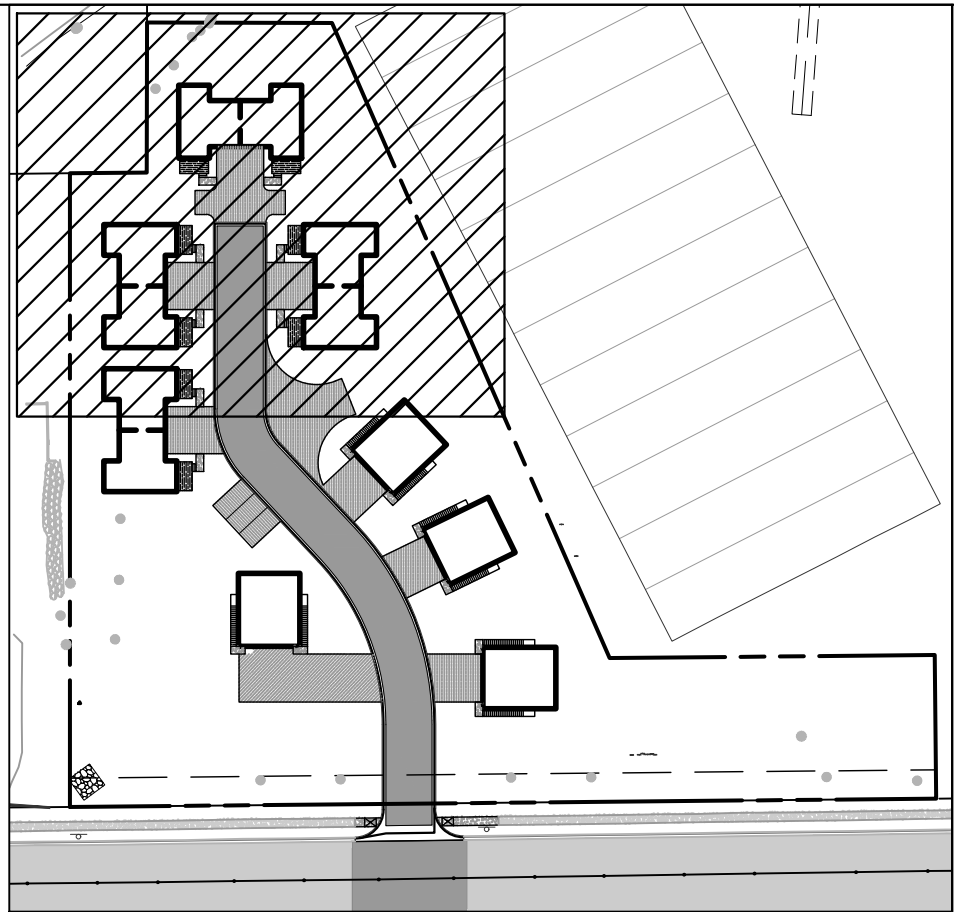
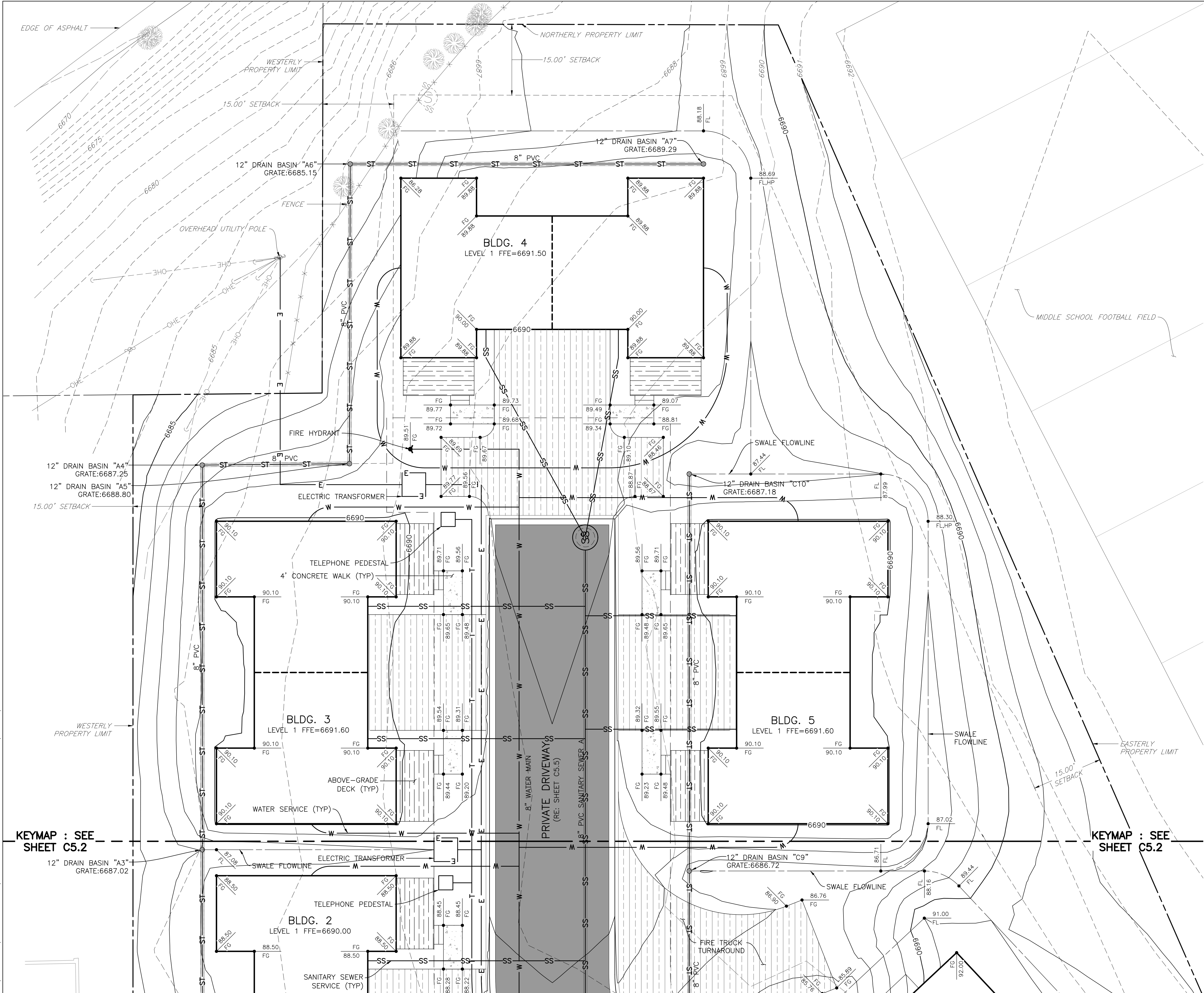
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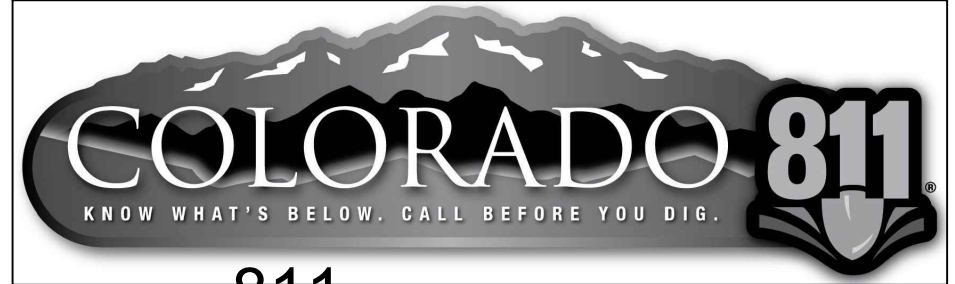
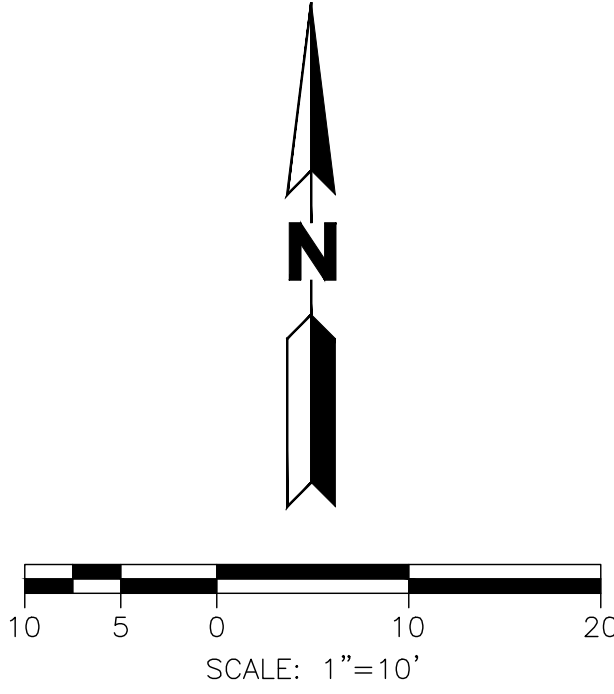
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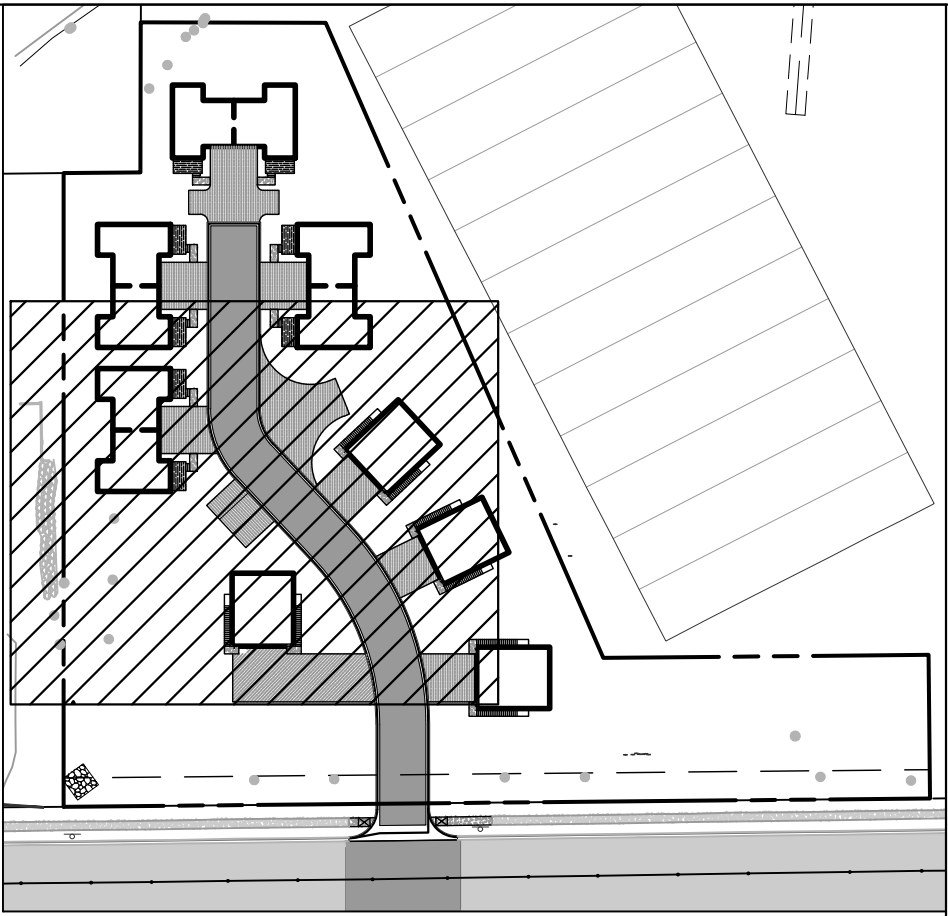
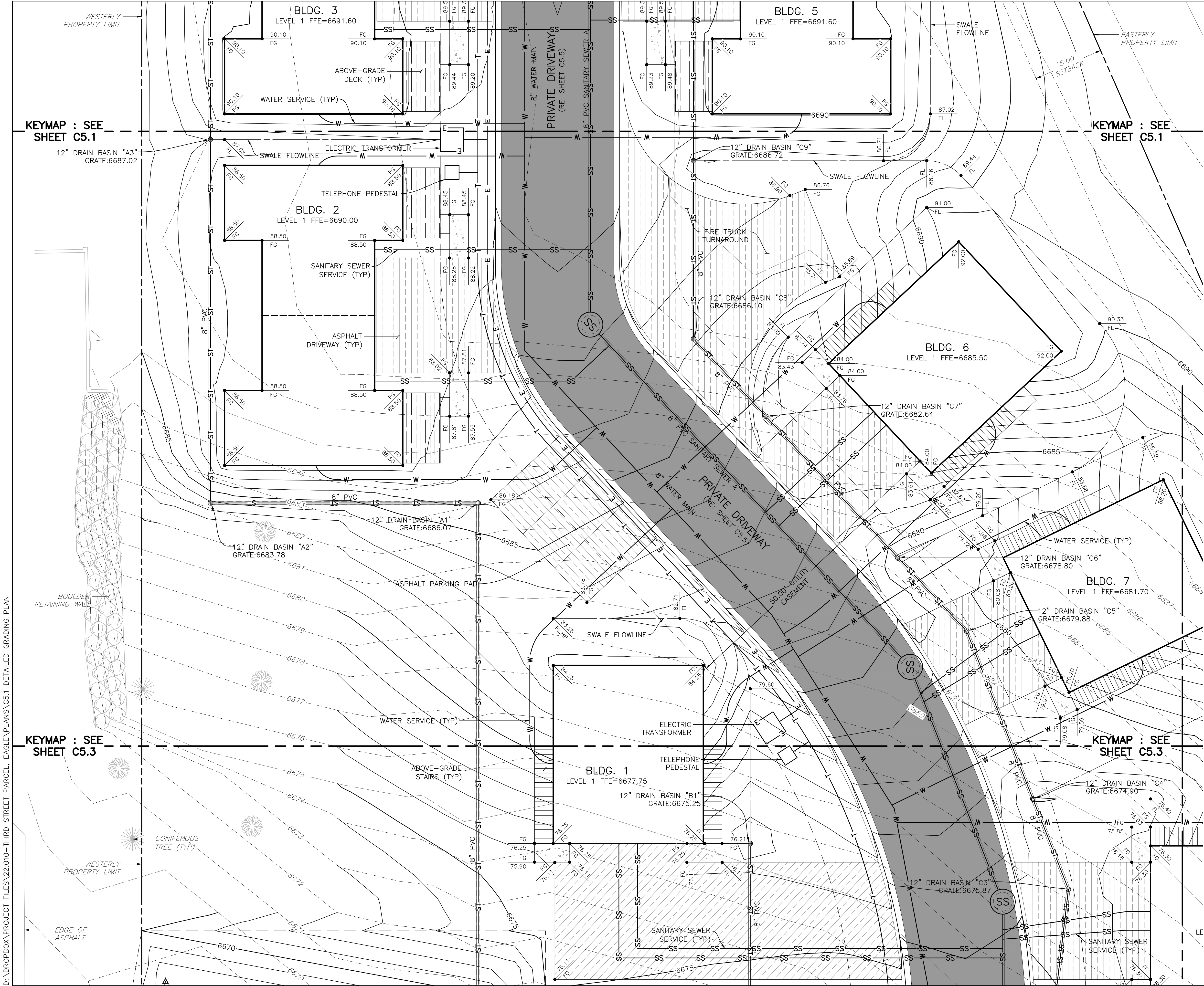


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DATE: 6/1/2022	5.	NAME	DATE	NAME	DATE
SHEET TITLE		DETAILED GRADING PLAN			
SHEET NO.		C5.1			

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KEYMAP

SCALE: 1"=100'

FOR GRADING NOTES, RE: SHEET C5.4

HABITAT FOR HUMANITY
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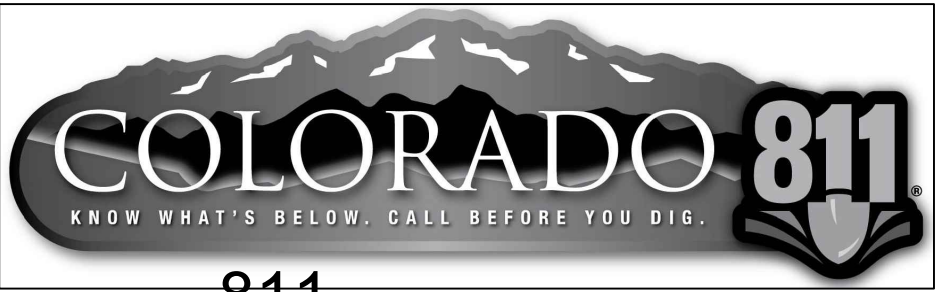
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2.	DESIGN DEVELOPMENT (NO. CONST.)	J. YARNELL	6/1/22
3.			
4.			
5.			

DESIGN BY: J. YARNELL	PROJECT NO: 22.010	DATE: 6/1/2022
DRAWN BY: J. YARNELL		
REVIEWED BY: J. YARNELL		

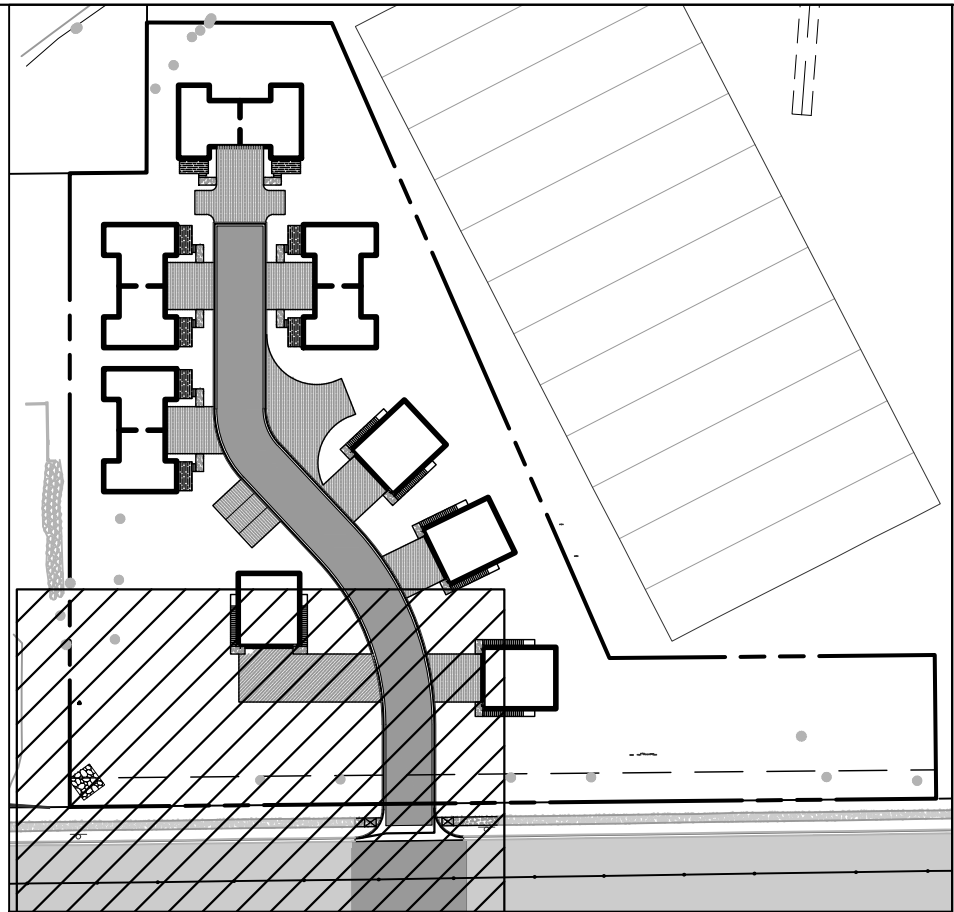
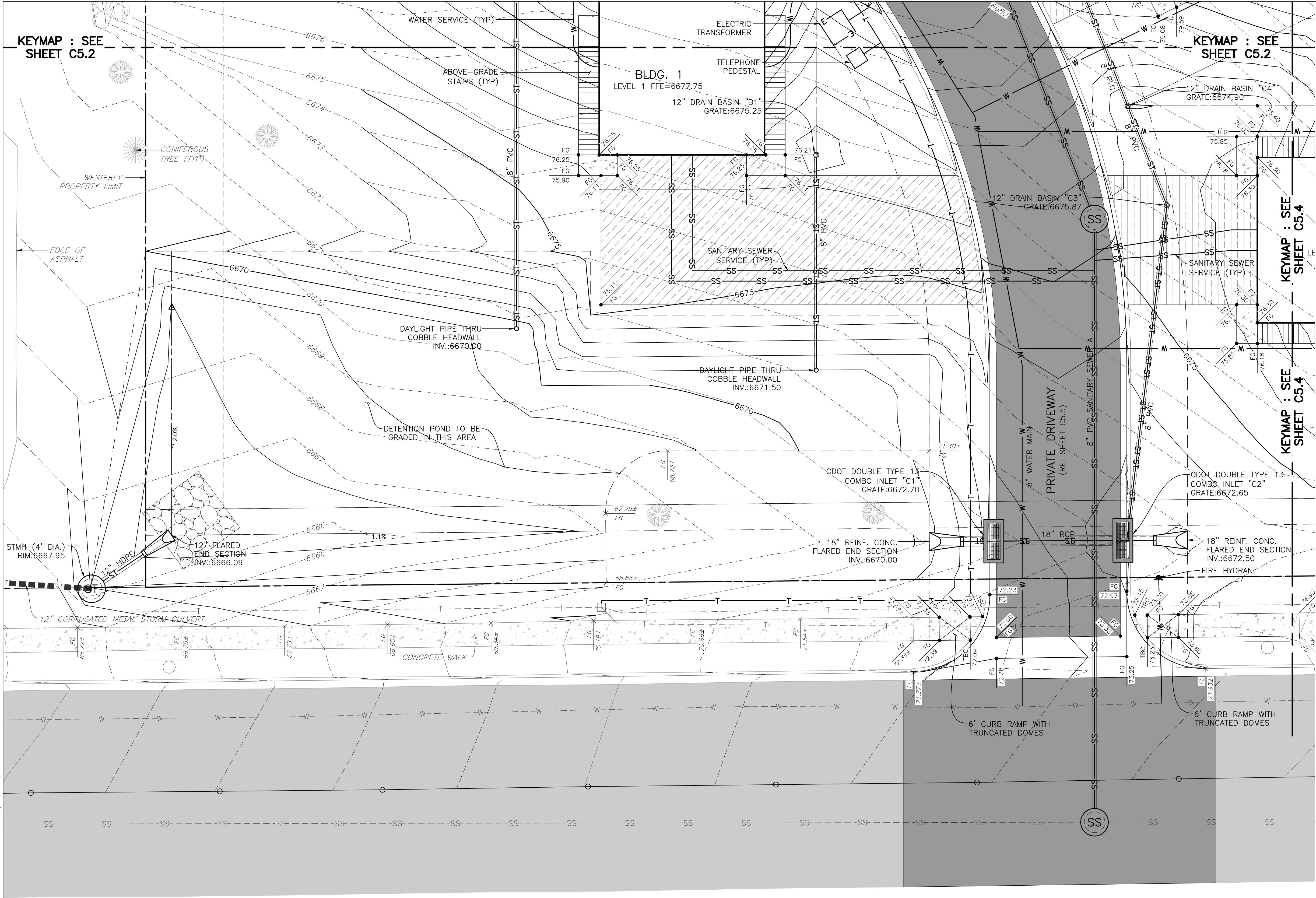
SHEET TITLE	SHEET NO.
DETAILED GRADING PLAN	C5.2



CALL 811 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES

ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

D:\DROPBOX\PROJECT FILES\22.010--THIRD STREET PARCEL, EAGLE\PLANS\C5.1 DETAILED GRADING PLAN



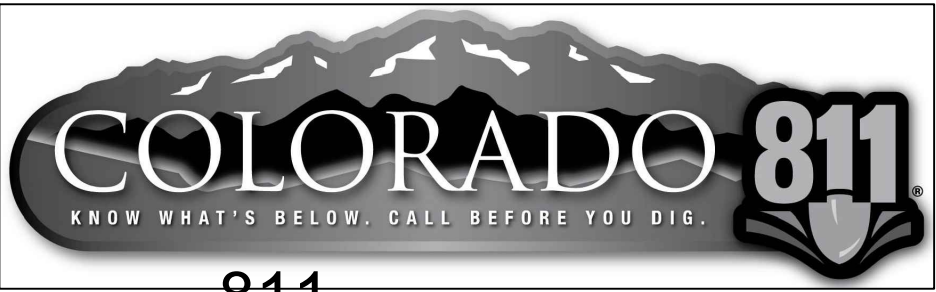
KEYMAP

SCALE: 1"=100'

FOR GRADING NOTES, RE: SHEET C5.4



SCALE: 1"=10'



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PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

HABITAT FOR HUMANITY

THIRD STREET PARCEL
EAGLE VALLEY MIDDLE SCHOOL
EAGLE, COLORADO

YARNELL CONSULTING &
CIVIL DESIGN, LLC

P.O. BOX 3901 EAGLE, COLORADO 81631
(970) 323-7008

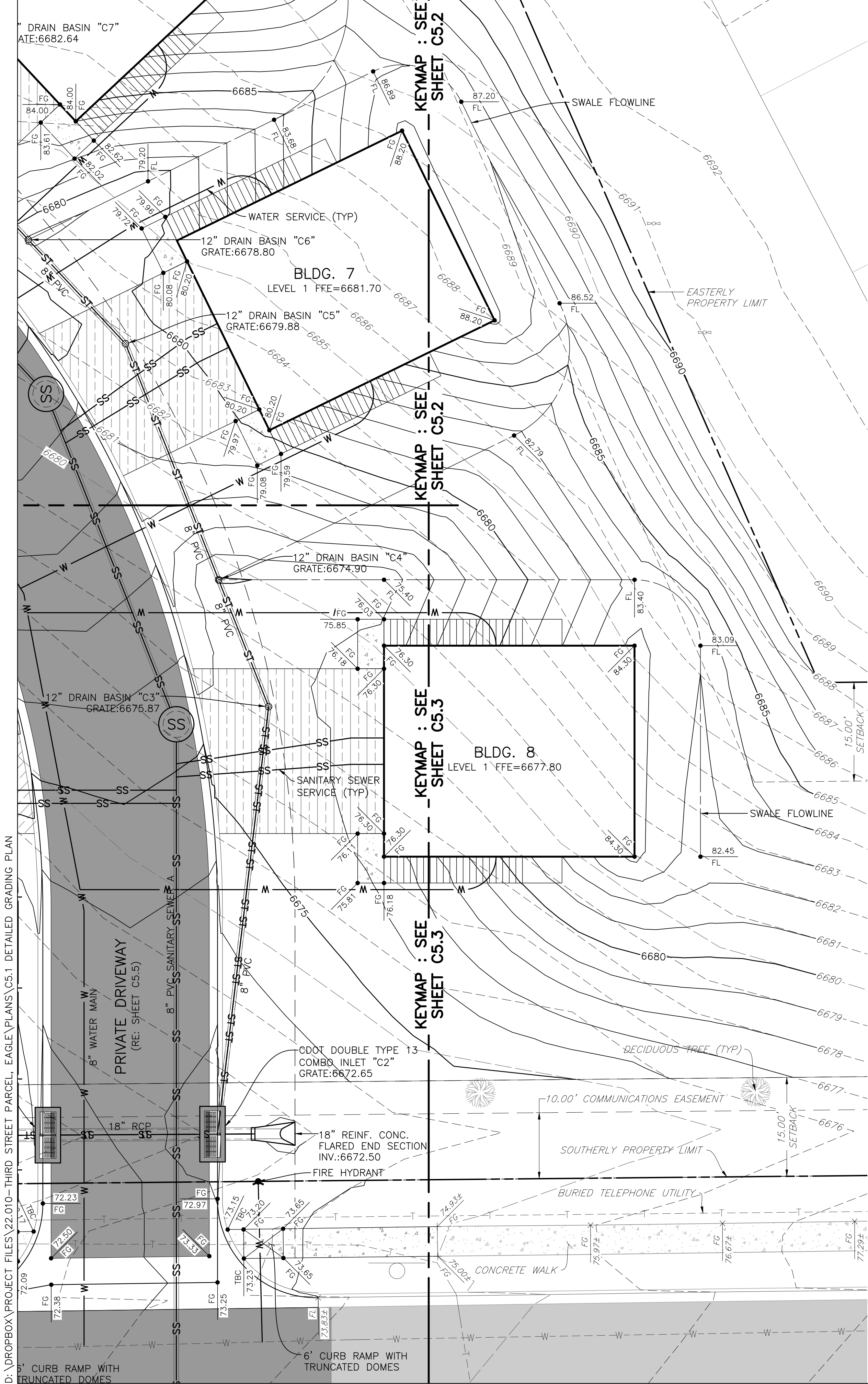
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3.		J. YARNELL	
4.		J. YARNELL	
5.		J. YARNELL	

DESIGN BY: J. YARNELL	DATE: 6/1/2022
DRAWN BY: J. YARNELL	
REVIEWED BY: J. YARNELL	
PROJECT NO.: 22.010	

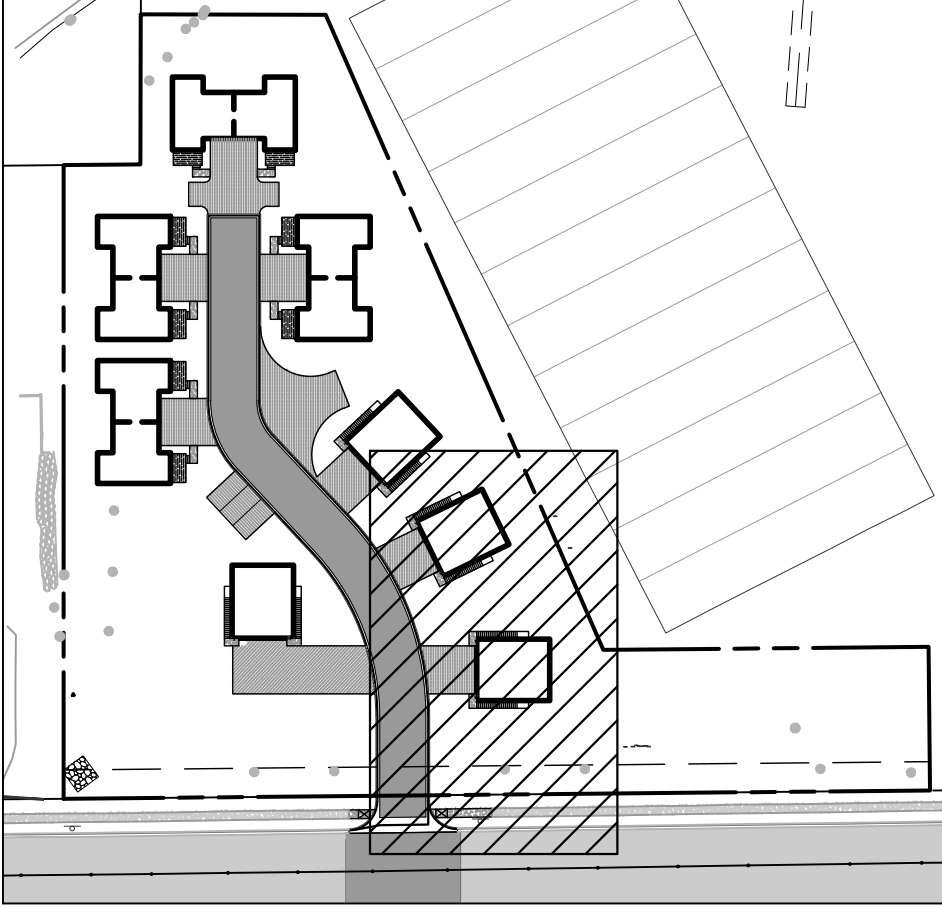
SHEET TITLE
DETAILED
GRADING PLAN

SHEET NO.
C5.3



GRADING NOTES:

- ALL SITE GRADING, EXCAVATION, EMBANKMENT, AND COMPACTION SHALL CONFORM TO THE RECOMMENDATIONS OF THE LATEST GEOTECHNICAL INVESTIGATION FOR THIS PROPERTY AND SHALL FURTHER BE IN CONFORMANCE WITH THE TOWN OF EAGLE "PUBLIC WORKS MANUAL," LATEST EDITION.
- THE GRADING DESIGN SHOWN HEREON HAS BEEN PREPARED IN CONFORMANCE WITH THE REQUIREMENTS OF FHA AND HUD CRITERIA AND TO THE GREATEST EXTENT POSSIBLE, IN ACCORDANCE WITH THE GEOTECHNICAL REPORT RECOMMENDATIONS FOR THIS PROJECT. VARIOUS CONFLICTING DESIGN CRITERIA MAKE TOTAL COMPLIANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS DIFFICULT [ADA, SITE PLAN LAYOUT, ETC.], THUS, THESE PLANS HAVE BEEN PROVIDED TO THE GEOTECHNICAL ENGINEER FOR REVIEW AND COMMENT RELATIVE TO COMPLIANCE WITH THEIR RECOMMENDATIONS. IF THE GEOTECHNICAL ENGINEER DETERMINES THE DESIGN MAY COMPROMISE THE ACCEPTABLE PERFORMANCE OF THE STRUCTURES AND/OR PAVEMENTS, UPON RECEIPT OF THE WRITTEN COMMENTS FROM THE GEOTECHNICAL ENGINEER, COMMENTS WILL BE DISCUSSED AND RESOLVED WITH THE OWNER AND THE GEOTECHNICAL ENGINEER, AND WILL BE ADDRESSED IN A MANNER AS DIRECTED BY THE OWNER.
- IF THE OWNER ELECTS TO UTILIZE FOUNDATION SYSTEMS AND/OR PAVEMENT DESIGNS THAT REQUIRE SPECIAL CONSIDERATION FOR CONTROL OF SUBGRADE MOISTURE, SPECIAL PRECAUTIONS AND EXTRAORDINARY DESIGN PARAMETERS SHALL BE THE RESPONSIBILITY OF THE GEOTECHNICAL ENGINEER IN CONCERT WITH THE FOUNDATION/PAVEMENT DESIGN. IT IS ACKNOWLEDGED THAT VARIOUS FOUNDATION SYSTEMS REQUIRE DIFFERENT LEVELS OF SUBGRADE PREPARATION, DRAINAGE DESIGNS, AND/OR SUBSURFACE DRAINAGE CRITERIA THAT ARE BEYOND THE PURVIEW AND RESPONSIBILITY OF YARNELL CONSULTING & CIVIL DESIGN, LLC, AND THE GRADING PLANS SHOWN HEREON. THE INCORPORATION AND EXECUTION OF THESE SPECIAL PRECAUTIONS SHALL OCCUR IN CLOSE COORDINATION WITH THE GEOTECHNICAL ENGINEER'S DESIGN AND CONSTRUCTION OBSERVATIONS.
- GRADING SHOWN HEREON IS DESIGNED TO ADDRESS PROPER DRAINAGE CONSIDERATIONS FOR THE PROTECTION OF THE STRUCTURES AND IMPROVEMENTS WITHIN THE PROJECT. THE COORDINATION OF THIS DESIGN AND COMPLIANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATION WITH THE LANDSCAPE ARCHITECT'S DESIGN, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER. YARNELL CONSULTING & CIVIL DESIGN, LLC HIGHLY RECOMMENDS THAT THE LANDSCAPE IMPROVEMENTS BE REVIEWED AND APPROVED FOR COMPLIANCE WITH RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- EXISTING ELEVATIONS SHOWN ON THIS DRAWING HAVE BEEN DEPICTED FROM BEST AVAILABLE INFORMATION AND ARE SHOWN TO THE EXTENT KNOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY EXISTING GRADE CONDITIONS AT THE LIMITS OF CONSTRUCTION AND AT LOCATIONS THAT INTERFACE WITH EXISTING OR PROPOSED BUILDINGS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES THAT CONTRADICT THE ENGINEER'S INTENT FOR DRAINAGE PATTERNS, MAXIMUM AND MINIMUM SLOPES, AND PROPOSED ELEVATIONS AS SHOWN ON THE PLAN. THE ENGINEER WILL NOT BE LIABLE FOR ANY COSTS ASSOCIATED WITH CHANGES TO THE DESIGN WITHOUT PROPER NOTIFICATION.
- PROPOSED CONTOURS AND SPOT ELEVATIONS AS SHOWN HEREIN ARE DEFINED AS FINISHED ELEVATION AFTER PAVING, LANDSCAPING, ETC. CONTRACTOR SHALL COORDINATE WITH GEOTECH FOR PAVEMENT THICKNESS AND LANDSCAPE FOR THICKNESS OF TOPSOIL, SOD AND LANDSCAPE MATERIALS.
- ALL SPOTS ARE TO FLOWLINE UNLESS OTHERWISE NOTED. FG = FINISHED GRADE, FF = FINISH FLOOR, TOF = TOP OF FOUNDATION, HP = HIGH POINT, LP = LOW POINT, TOW = TOP OF WALL [FINISHED GRADE AT BACK OF WALL], BOW = BOTTOM OF WALL [FINISHED GRADE AT FACE OF WALL], GB = GRADE BREAK, FL = FLOWLINE, TOC = TOP OF CURB.
- UNLESS SPECIFICALLY NOTED OTHERWISE, ALL WALKWAYS SHALL BE CONSTRUCTED WITH AN ABSOLUTE MAXIMUM CROSS SLOPE OF 1.8% AND RUNNING SLOPE OF 4.9%.
- POSITIVE DRAINAGE MUST BE PROVIDED FROM ALL STRUCTURES. UNLESS SPECIFICALLY NOTED OTHERWISE, ENSURE 2.0% ON HARDSCAPE AND 10:1 [H:V] FOR 10 FEET ON SOFTSCAPE.
- TEMPORARY CUT/FILL SLOPES SHALL NOT EXCEED A STEEPNESS OF 1:1 (H:V). PERMANENT SLOPES SHALL NOT EXCEED 3:1 (H:V) [UNLESS NOTED OTHERWISE] IN AREAS TO BE SEEDDED OR SODDED.
- CONTRACTOR SHALL ADJUST ALL EXISTING AND PROPOSED MANHOLE RIMS, VALVE BOXES, ETC. TO MATCH FINAL GRADE.



KEYMAP

SCALE: 1"=100'

HABITAT FOR HUMANITY

THIRD STREET MIDDLE SCHOOL
EAGLE VALLEY MIDDLE SCHOOL
EAGLE, COLORADO

YARNELL CONSULTING &
CIVIL DESIGN, LLC

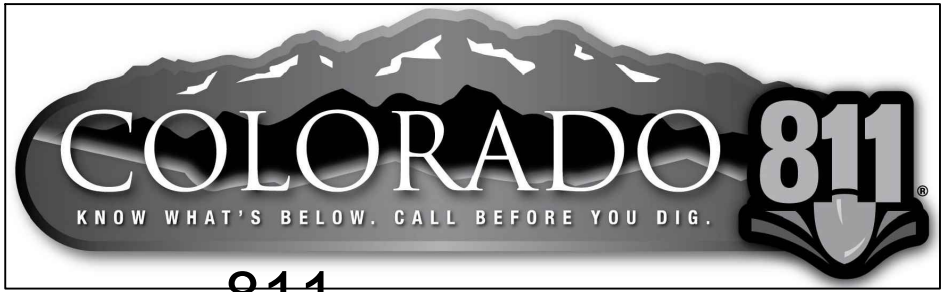
P.O. BOX 3901, EAGLE, COLORADO 81631
(970) 323-7008

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5.			

SHEET TITLE
DETAILED
GRADING PLAN

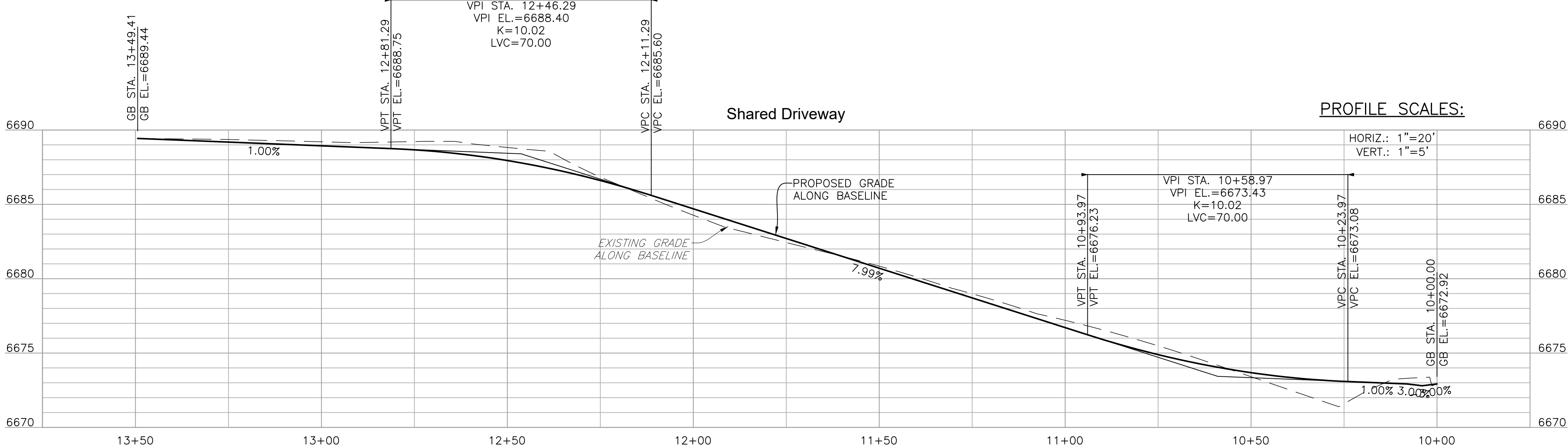
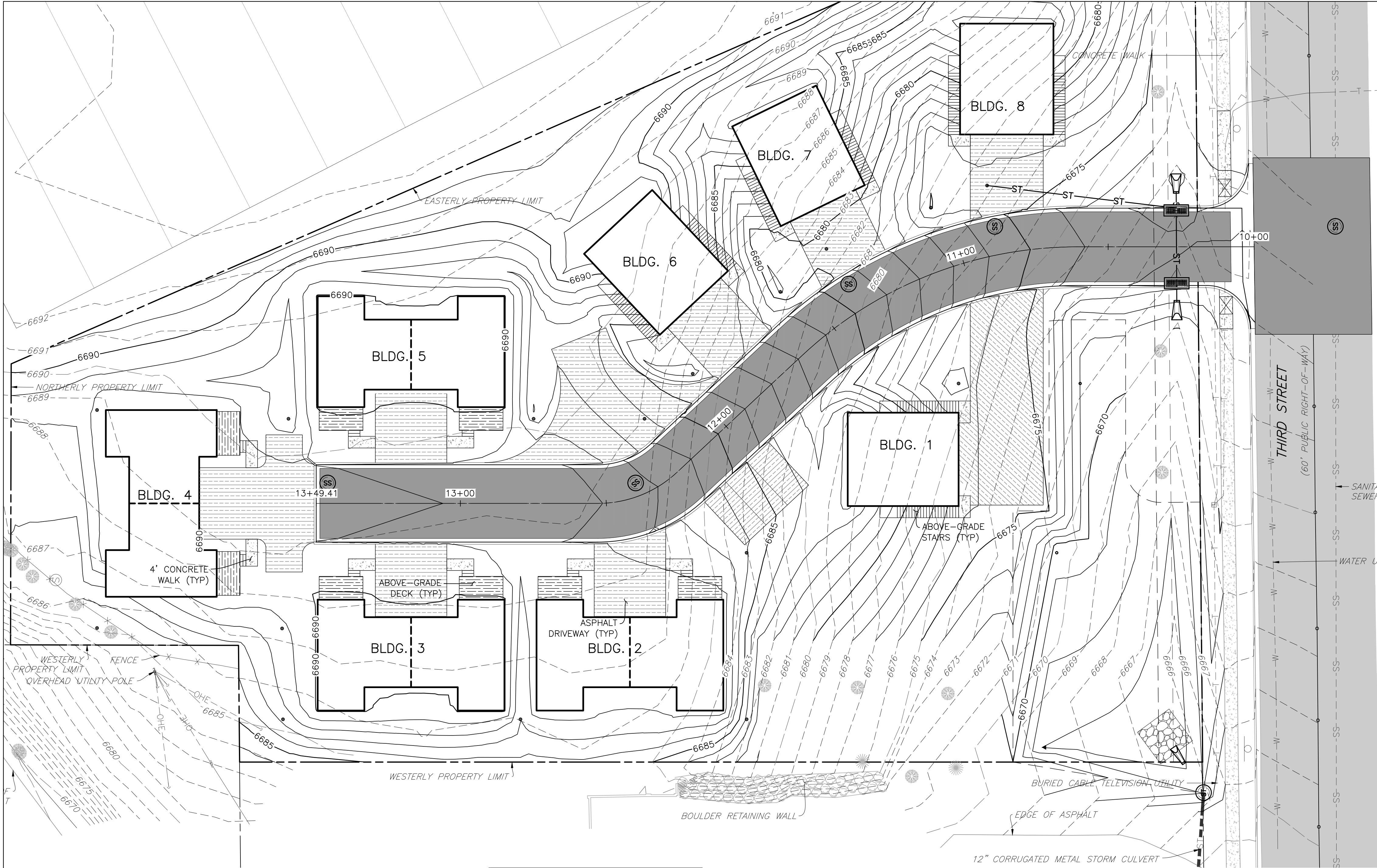
SHEET NO.
C5.4



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D:\DROPBOX\PROJECT FILES\22.010-THIRD STREET PARCEL, EAGLE\PLANS\C5.5 DRIVEWAY PLAN & PROFILE



- NOTES:**
- ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF EAGLE "PUBLIC WORKS MANUAL" (LATEST REVISION). ALL STREETS, AND STORM SEWER CONSTRUCTION SHALL BE APPROVED AND INSPECTED BY A TOWN OF EAGLE INSPECTOR.
 - WHEN AN EXISTING ASPHALT STREET MUST BE CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. THE EXISTING STREET CONDITION SHALL BE DOCUMENTED BY THE TOWN OF EAGLE INSPECTOR BEFORE AND AFTER ANY CUTS ARE MADE. PATCHING SHALL BE DONE IN CONFORMANCE WITH THE CURRENT STREET REPAIR REQUIREMENTS OF THE TOWN OF EAGLE. ALL PATCHES SHALL BLEND SMOOTHLY INTO THE EXISTING SURFACE.
 - IF CONSTRUCTING NEW CURB AND GUTTER ADJACENT TO EXISTING ASPHALT PAVEMENT, CONTRACTOR SHALL REVIEW EXISTING PAVEMENT ELEVATIONS AND PROPOSED GRADES FOR CURB AND GUTTER AND NOTIFY ENGINEER IF MAXIMUM OR MINIMUM CROSS SLOPES ON ASPHALT PATCH ARE NOT WITHIN THE LIMITS INDICATED ON THE PLANS.
 - PATCH ASPHALT PAVING AS NECESSARY TO JOIN NEW GUTTERS WITH THE EXISTING PAVEMENT. REMOVAL AND REPLACEMENT OF ASPHALT SHALL BE PER THE LATEST STANDARDS AND DETAILS FROM THE TOWN OF EAGLE.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY MODIFICATIONS TO EXISTING PAVEMENT MARKINGS NECESSITATED BY THESE IMPROVEMENTS. ALL SIGNING AND STRIPING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". ALL MARKINGS MUST BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
 - IMPROVEMENTS MADE WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE PERFORMED BY A LICENSED AND BONDED RIGHT-OF-WAY CONTRACTOR.
 - ALL CURB RETURNS WITHIN PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED WITH HANDICAP RAMPS IN ACCORDANCE WITH THE TOWN OF EAGLE STANDARDS AND STANDARD SPECIFICATIONS. ALL HANDICAP RAMPS SHALL INCLUDE A TRUNCATED DOME DETECTABLE WARNING PATTERN AS SHOWN.
 - PAVING SHALL NOT START UNTIL A GEOTECHNICAL REPORT AND PAVEMENT DESIGN HAVE BEEN APPROVED BY THE TOWN OF EAGLE PUBLIC WORKS DEPARTMENT, AND SUBGRADE COMPACTION TEST AND PROOF ROLLING HAVE BEEN PERFORMED AND THE RESULTS HAVE MEET WITH THE APPROVAL OF THE TOWN OF EAGLE.
 - PORTLAND CEMENT SHALL BE TYPE II CONFORMING TO ALL REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PORTLAND CEMENT ASTM C-150, UNLESS NOTED OTHERWISE.
 - CONCRETE JOINTS SHALL BE INSTALLED PER COLORADO DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS.
 - ALL WORK SHALL BE PROPERLY BACKFILLED PRIOR TO THE END OF WORKDAY, NO OPEN HOLES ARE ALLOWED OVERNIGHT. ALL WORK IS TO BE IN ACCORDANCE WITH PERMIT REQUIREMENTS AND APPLICABLE STANDARDS.
 - NO CLEATED OR TRACKED EQUIPMENT MAY WORK IN OR MOVE OVER PAVED SURFACES WITHOUT MATS.
 - MATERIAL REMOVED FROM ANY PORTION OF AN EXISTING ROADWAY PRISM MUST BE REPLACED IN LIKE KIND WITH EQUAL OR BETTER COMPACTION. NO SEGREGATION OF MATERIAL WILL BE PERMITTED.
 - PRIOR TO FINAL ACCEPTANCE, ALL DISTURBED PORTIONS OF ROADWAY RIGHT OF WAY SHALL BE CLEANED UP AND RESTORED TO THEIR ORIGINAL CONDITION, SUBJECT TO TOWN OF EAGLE INSPECTOR APPROVAL.

PROFILE SCALES:
HORIZ.: 1"=20'
VERT.: 1"=5'

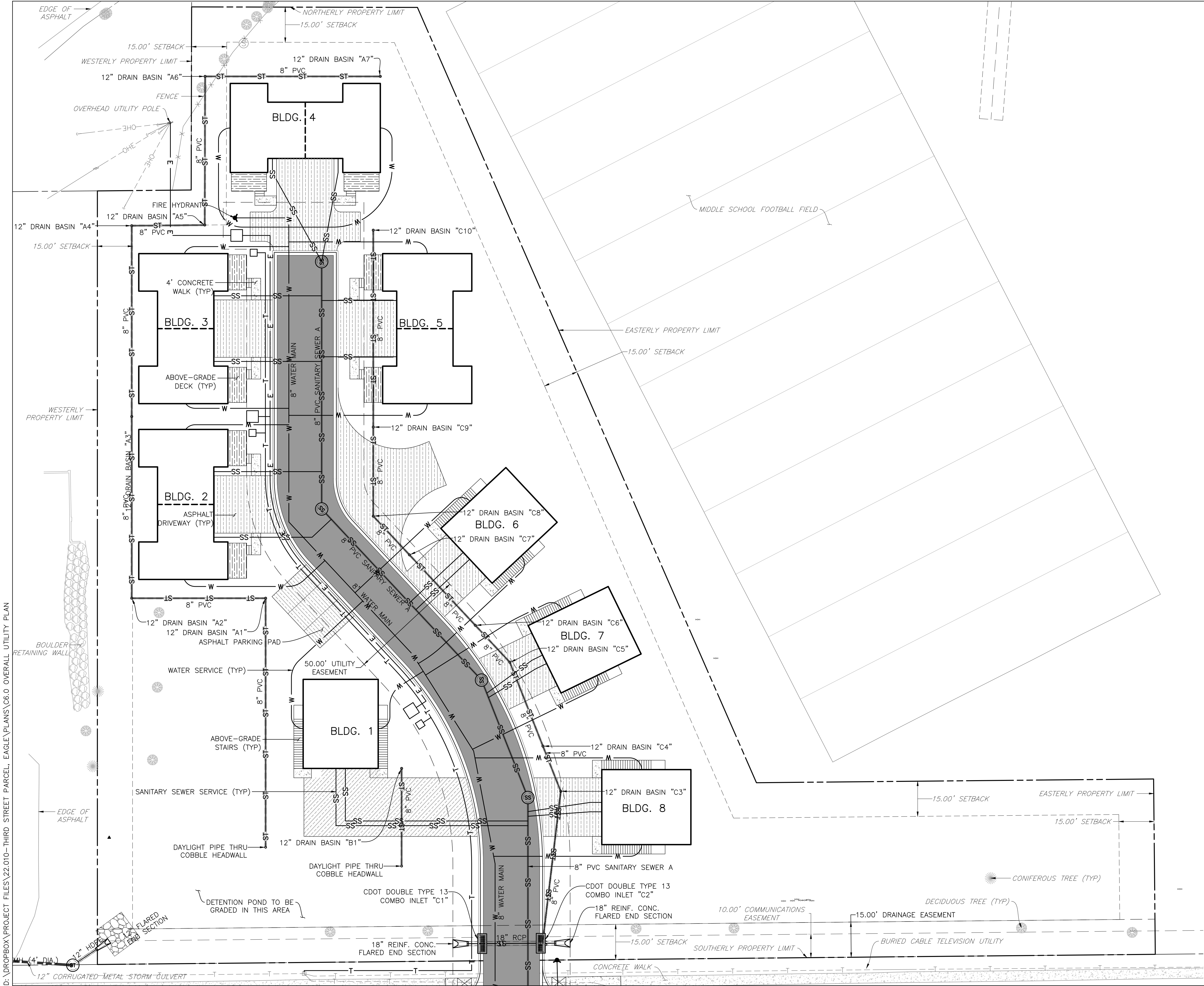
Colorado 811
KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

CALL 811 2-BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG, GRADE OR EXCAVATE FOR
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HABITAT FOR HUMANITY			
THIRD STREET MIDDLE SCHOOL EAGLE, COLORADO			
YARNELL CONSULTING & CIVIL DESIGN, LLC P.O. BOX 3901, EAGLE, COLORADO 81631 (970) 323-7008			
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2.	DESIGN DEVELOPMENT (NO CONST.)	J. YARNELL	6/1/22
3.		J. YARNELL	JULY
4.		J. YARNELL	JULY
5.		J. YARNELL	JULY
DESIGN BY: J. YARNELL		PROJECT NO.: 22.010	
DRAWN BY: J. YARNELL		DATE: 6/1/2022	
REVIEWED BY: J. YARNELL			
PROJECT NO.: 22.010			
DATE: 6/1/2022			
SHEET TITLE DRIVEWAY PLAN & PROFILE			
SHEET NO. C5.5			

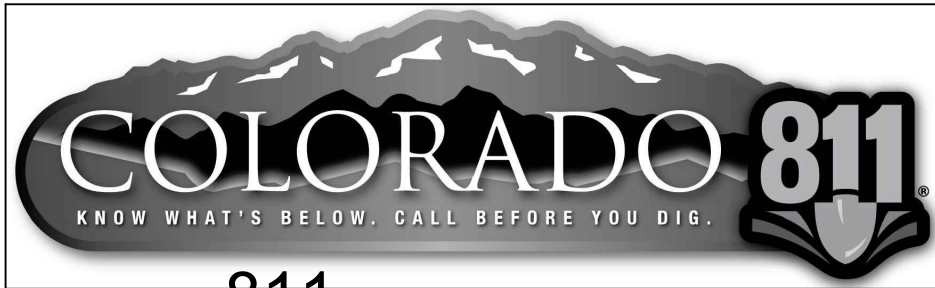
D:\DROPBOX\PROJECT FILES\22.010--THIRD STREET PARCEL, EAGLE\PLANS\C6.0 OVERALL UTILITY PLAN



NOTES:

- DRAWING IS SCHEMATIC IN NATURE -- NOT INTENDED FOR CONSTRUCTION AND SUBJECT TO CHANGE AS DESIGN PROGRESSES.

20 10 0 20 40
SCALE: 1"=20'



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HABITAT FOR HUMANITY
THIRD STREET MIDDLE SCHOOL
EAGLE, COLORADO

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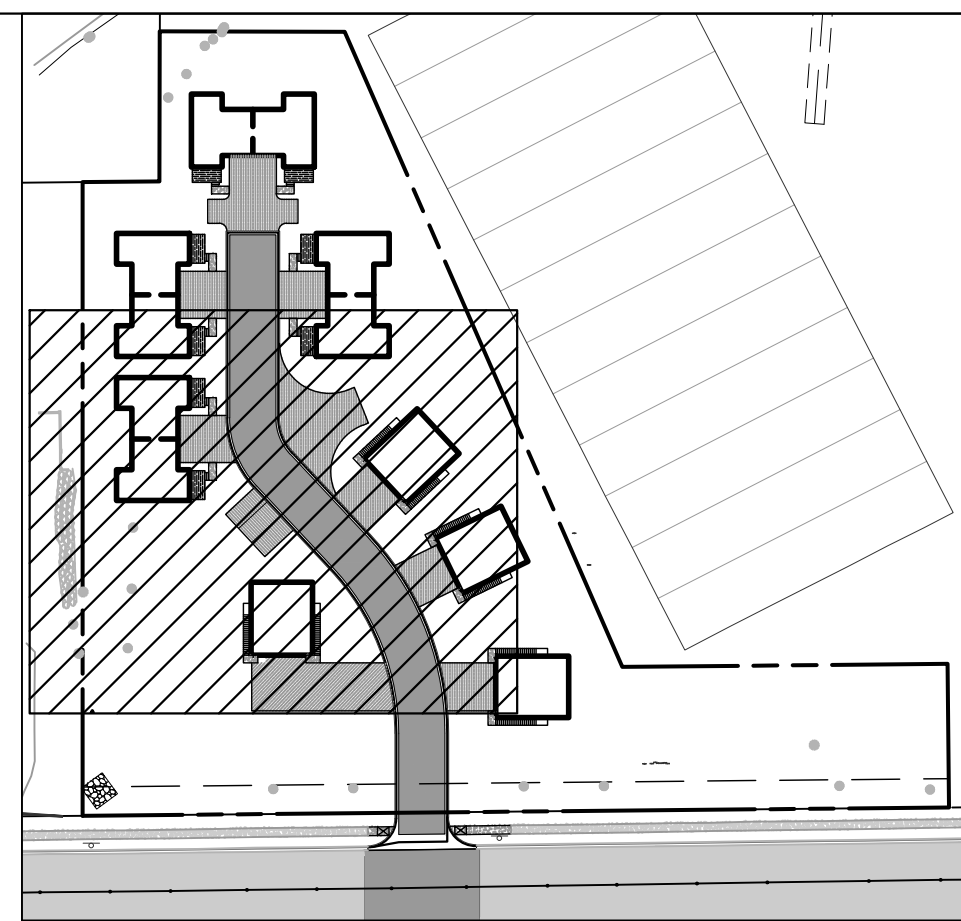
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DRAWN BY: J. YARNELL	
REVIEWED BY: J. YARNELL	
PROJECT NO.: 22.010	

SHEET TITLE
OVERALL UTILITY
PLAN

SHEET NO.
C6.0



KEYMAP

SCALE: 1"=100'

FOR UTILITY NOTES, RE: SHEET C6.7

HABITAT FOR HUMANITY
THIRD STREET PARCEL
EAGLE VALLEY MIDDLE SCHOOL
EAGLE, COLORADO

**YARNELL CONSULTING &
CIVIL DESIGN, LLC**

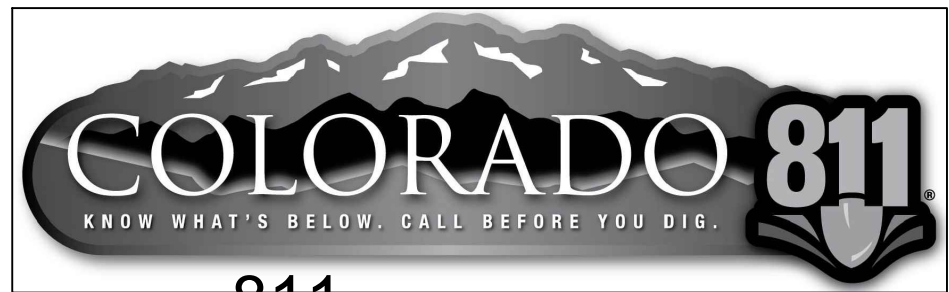
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3.			JYY
4.			JYY
5.			JYY

SHEET TITLE
DETAILED
UTILITY PLAN

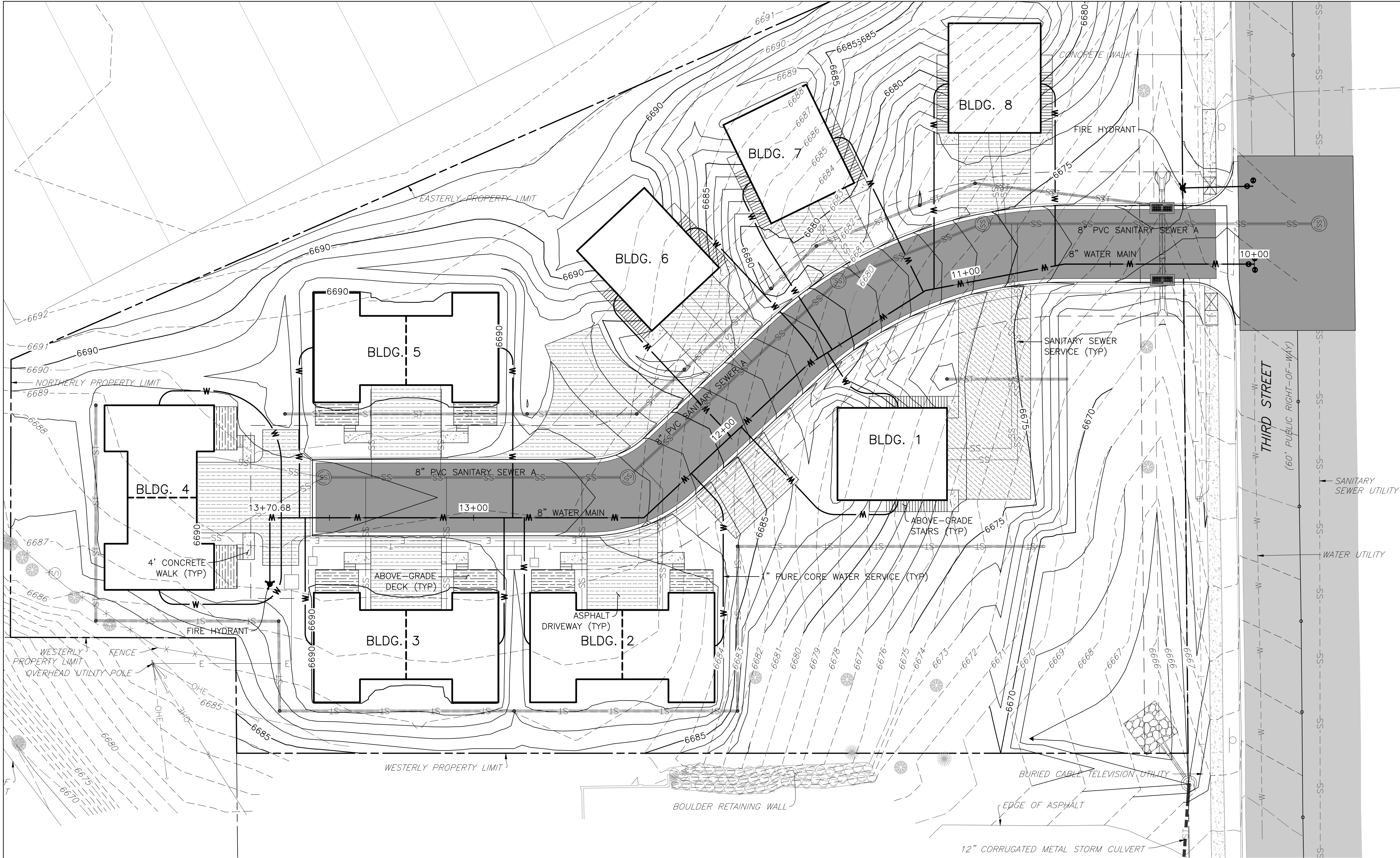
SHEET NO.
C6.2



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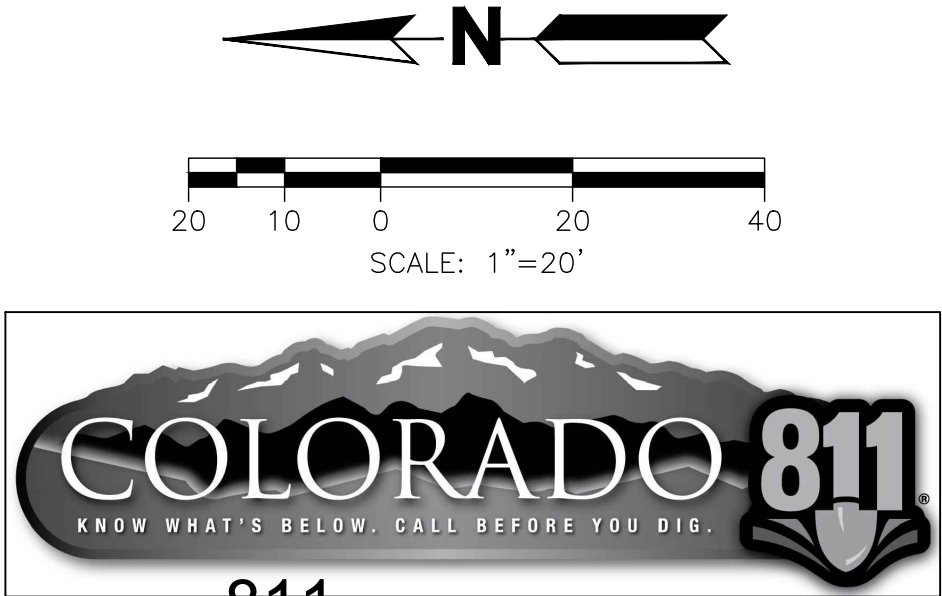
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D:\DROPBOX\PROJECT FILES\22.010-THIRD STREET PARCEL, EAGLE\PLANS\C6.5 WATER PLAN & PROFILE



WATER MAIN PROFILE TO BE
PROVIDED FOR BUILDING
PERMIT SUBMISSION

FOR WATER UTILITY NOTES, RE: SHEET C6.7

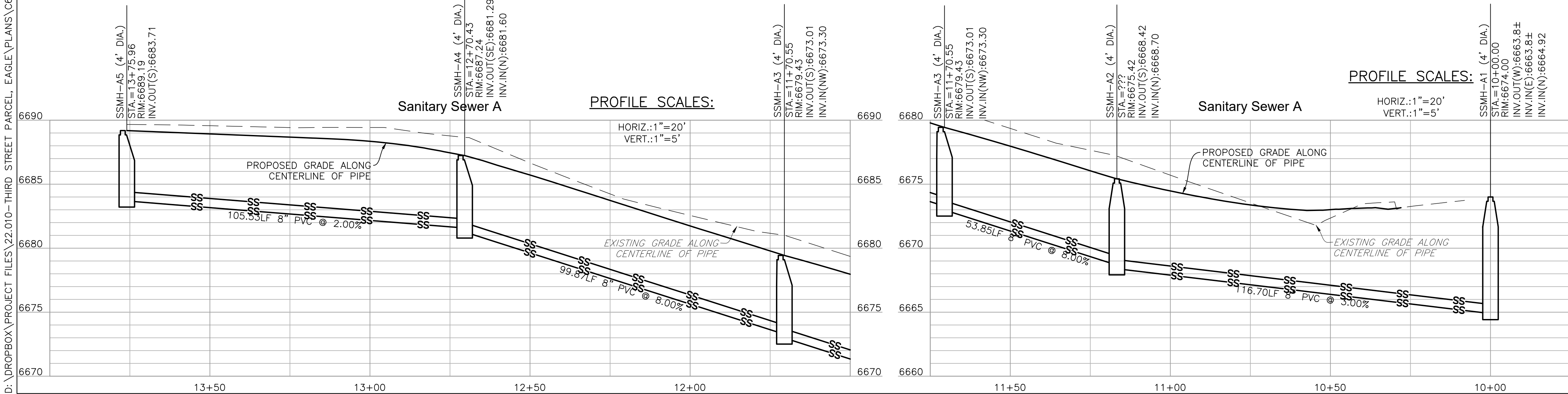
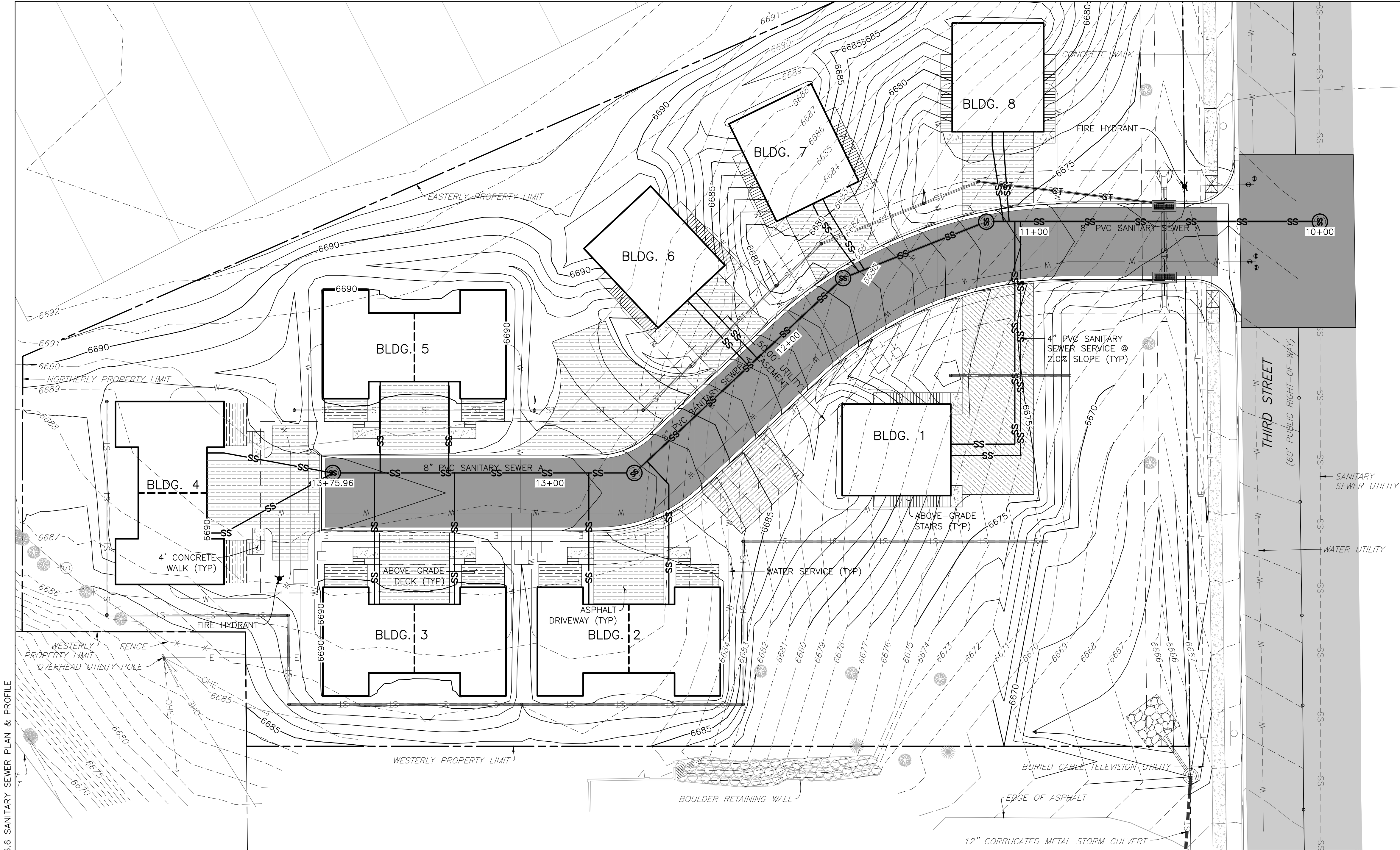


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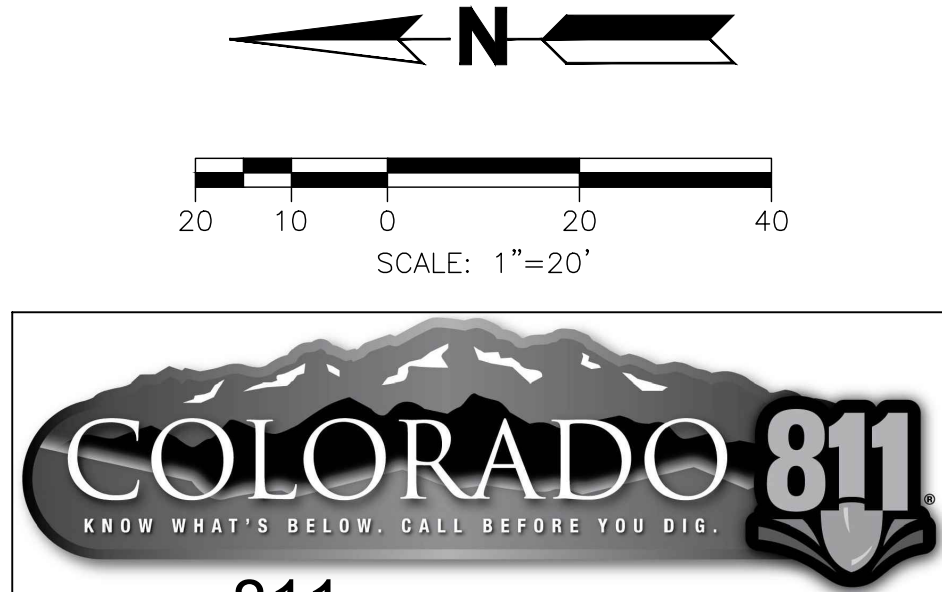
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DESIGN BY: J. YARNELL DRAWN BY: J. YARNELL REVIEWED BY: J. YARNELL PROJECT NO.: 22.010 DATE: 6/12/2022	SHEET TITLE WATER PLAN & PROFILE SHEET NO. C6.5																								

D:\DROPBOX\PROJECT FILES\22.010-THIRD STREET PARCEL, EAGLE\PLANS\C6.6 SANITARY SEWER PLAN & PROFILE



FOR SANITARY SEWER NOTES, RE: SHEET C6.7



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MARKING OF UNDERGROUND MEMBER UTILITIES

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THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM
THE BEST AVAILABLE INFORMATION. IT IS, HOWEVER, THE
CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE SIZE,
MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES
PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

HABITAT FOR HUMANITY THIRD STREET MIDDLE SCHOOL EAGLE, COLORADO			
YARNELL CONSULTING & CIVIL DESIGN, LLC P.O. BOX 3901, EAGLE, COLORADO 81631 (970) 323-7008			
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4.			JUY
5.			JUY
DESIGN BY:	J. YARNELL		
DRAWN BY:	J. YARNELL		
REVIEWED BY:	J. YARNELL		
PROJECT NO.	22.010		
DATE:	6/1/2022		
SHEET TITLE SANITARY SEWER PLAN & PROFILE			
SHEET NO. C6.6			

UTILITY LOCATION NOTES:

- THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO [UNCC] AT 1-800-922-1087, AT LEAST 48 HOURS PRIOR TO CONSTRUCTION TO HAVE ALL REGISTERED UTILITY LOCATIONS MARKED. OTHER UNREGISTERED UTILITY ENTITIES ARE TO BE LOCATED BY CONTACTING THE RESPECTIVE REPRESENTATIVE. UTILITY SERVICE LATERALS ARE ALSO TO BE LOCATED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL FIELD VERIFY SIZE, AND HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING FACILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER, UTILITY PROVIDER(S), AND THE TOWN OF EAGLE INSPECTOR OF ANY DISCREPANCIES.
- YARNELL CONSULTING & CIVIL DESIGN, LLC (YCCD) ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THESE PLANS HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION, [HORIZONTAL AND VERTICAL] OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION AND NOTIFY THE ENGINEER, UTILITY PROVIDER(S), AND THE TOWN OF EAGLE INSPECTOR OF ANY DISCREPANCIES.
- IN ACCORDANCE WITH NEW REGULATIONS, ALL UTILITIES CONSTRUCTED AFTER JANUARY 01, 2019 SHALL BE EQUIPPED WITH 10-GAUGE (MINIMUM) TRACER WIRE TAPED TO THE TOP OF THE PIPE.

DRY UTILITY GENERAL NOTES:

- ALL BENDS SHALL BE SWEEPING.
- FOR FINISHED GRADE AT PAD/PEDESTAL LOCATIONS, RE: DETAILED GRADING PLANS. RAISE PAD ELEVATION TO MEET JURISDICTIONAL STANDARD.

ELECTRIC NOTES:

- ELECTRIC DESIGN IS BY OTHERS. INTENT OF UTILITY PLAN(S) IS TO SHOW CONDUIT ROUTING AND EQUIPMENT PLACEMENT ON THE SITE FOR COORDINATION PURPOSES.
- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH HOLY CROSS ENERGY CONSTRUCTION STANDARDS (LATEST EDITION).
- INDIVIDUAL CONDUITS SHALL BE PROVIDED BETWEEN THE TRANSFORMER AND EACH UNIT.
- ALL ELECTRIC CONDUITS SHALL BE 4" PVC.
- MAINTAIN REQUIRED SEPARATION BETWEEN JUNCTION BOXES, TRANSFORMERS, AND FIBER OPTIC PEDESTALS.

FIBER OPTIC (F.O.) / TELEPHONE NOTES:

- FIBER OPTIC DESIGN IS BY OTHERS. INTENT OF UTILITY PLANS IS TO SHOW CONDUIT ROUTING AND EQUIPMENT PLACEMENT ON THE SITE FOR COORDINATION PURPOSES.
- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH LUMEN CONSTRUCTION STANDARDS (LATEST EDITION).

CABLE TELEVISION NOTES:

- CABLE TELEVISION DESIGN IS BY OTHERS. INTENT OF UTILITY PLANS IS TO SHOW CONDUIT ROUTING AND EQUIPMENT PLACEMENT ON THE SITE FOR COORDINATION PURPOSES.
- ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH COMCAST CONSTRUCTION STANDARDS (LATEST EDITION).

SANITARY SEWER NOTES:

- ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF EAGLE "PUBLIC WORKS MANUAL," [LATEST REVISION]. ALL SANITARY SEWER CONSTRUCTION SHALL BE INSPECTED BY THE TOWN OF EAGLE INSPECTOR.
- ALL SANITARY SEWER LINES SHALL BE SDR 35 POLYVINYL CHLORIDE [PVC] PIPE IN ACCORDANCE WITH ASTM D-3034, EXCEPT WHERE THE PROPOSED SLOPE IS LESS THAN 0.8% WHERE SDR 26 SHALL BE UTILIZED.
- CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING SEWER POINTS OF CONNECTION PRIOR TO CONSTRUCTION OF ANY PROPOSED SEWER.
- FOR ALL PIPE INSTALLATIONS, THE DEPTH OF COVER OVER THE PIPE MEASURED FROM OFFICIAL FINISHED/FINAL GRADE TO THE TOP OF THE PIPE SHALL BE A MINIMUM OF 4.5 FEET AND SHALL BE KNOWN AS THE COVER OVER THE PIPE.
- ALL SANITARY SEWER MAIN TESTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF EAGLE "PUBLIC WORKS MANUAL," [LATEST REVISION].
- ALL SANITARY SEWER MAIN CONSTRUCTION SHALL BE DONE BY A CONTRACTOR LICENSED BY THE TOWN OF EAGLE. THE ENGINEER, OWNER AND TOWN OF EAGLE INSPECTOR SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF ANY PLANNED CONSTRUCTION.
- MAINTAIN A MINIMUM OF TEN [10] FEET HORIZONTAL SEPARATION BETWEEN THE OUTSIDE OF ALL SANITARY SEWER AND WATER MAINS AND SERVICES UNLESS SECONDARY CONTAINMENT IS PROVIDED.
- DISTANCES FOR SANITARY SEWER ARE THE HORIZONTAL DISTANCES BETWEEN THE CENTER OF STRUCTURES. THEREFORE, DISTANCES SHOWN ON PLANS ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT AND STRUCTURE WIDTHS.
- MANHOLES, BARRELS AND CONES SHALL BE CONSTRUCTED OF PRECAST CONCRETE, CAST-IN-PLACE MANHOLES SHALL NOT BE ALLOWED.
- PRECAST MANHOLES AND RISERS SHALL BE MANUFACTURED IN CONFORMITY WITH ASTM DESIGNATION C-478. ALL CONES SHALL BE ECCENTRIC, EXCEPT FOR MANHOLE DEPTHS SIX FEET (6') OR LESS WHEN A FLAT TOP SECTION SHALL BE USED.
- THE FLEXIBLE PLASTIC JOINT SEALING COMPOUND WITHIN PRECAST STRUCTURES SHALL BE "RAMNEK" RUBBERNECK OR APPROVED EQUAL.
- RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATIONS. PIPELINE CONTRACTOR SHALL USE PRECAST CONCRETE ADJUSTMENT RINGS TO ADJUST THE MANHOLE FRAME TO THE REQUIRED FINAL GRADE, SUCH THAT THERE IS NO MORE THAN 18 INCHES FROM FINISHED GRADE TO THE TOP OF THE CONE SECTION. THE RIM SHALL BE LEFT 1/8-INCH TO 1/4-INCH BELOW FINISHED ASPHALT.
- MANHOLE CONES SHALL BE ALIGNED TO PROVIDE A MINIMUM OF THREE [3] FEET CLEARANCE BETWEEN THE MANHOLE RING AND THE LIP OF GUTTER.
- CONTRACTOR TO COORDINATE HORIZONTAL AND VERTICAL LOCATIONS OF UTILITY SERVICE CONNECTIONS TO BUILDING WITH MECHANICAL/PLUMBING PLANS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES.
- ALL SANITARY SEWERS SHALL BE BED PER THE TOWN OF EAGLE'S STANDARD TRENCHING AND BACKFILL DETAIL.
- ALL JOINTS BETWEEN BARREL SECTIONS SHALL BE GROUTED INSIDE AND OUTSIDE WITH A NON-SHRINK GROUT PRIOR TO BACKFILLING.
- BACKFILL IN PUBLIC RIGHT-OF-WAY MUST MEET THE REQUIREMENTS OF THE TOWN OF EAGLE. CONTRACTOR MUST OBTAIN A STREET CUT PERMIT AND NOTIFY THE TOWN OF EAGLE 48-HOURS PRIOR TO START OF JOB.
- NO BACKFILL MATERIAL SHALL BE PLACED ABOVE THE SPRINGLINE OF THE PIPE UNTIL A TOWN OF EAGLE REPRESENTATIVE HAS AUTHORIZED BACKFILLING. IT SHALL BE THE DUTY OF THE CONTRACTOR TO NOTIFY THE TOWN OF EAGLE INSPECTOR 48 HOURS IN ADVANCE OF PROPOSED BACKFILL OPERATIONS SO A TOWN OF EAGLE INSPECTOR MAY INSPECT THE PIPE AND THE BEDDING PRIOR TO BACKFILLING.
- ALL SANITARY SEWER PIPES SHALL BE INSTALLED WITH INSULATED NO. 12 TYPE UF TAPED ON TOP OF PIPE AS A TRACER WIRE. TRACER WIRE IS TO BE LOOPED UP TO EACH STRUCTURE (MANHOLES AND/OR CLEANOUTS, AS APPLICABLE). A CATHODIC PROTECTION BOX IS TO BE SET ON THE RIGHT HAND SIDE OF EACH STRUCTURE. THE BOX SHALL HAVE A CAST IRON LOCKING LID WITH A THREE AND ONE-HALF INCH [3-1/2"] DIAMETER, EIGHTEEN INCH [18"] LONG PVC BODY. THE CAP WILL NEED A TWO-WIRE CONNECTION POST AS A MINIMUM.
- CONTRACTOR SHALL IMMEDIATELY REMOVE DEBRIS DEPOSITED INTO PUBLIC MANHOLES AND OTHER PUBLIC STRUCTURES TO ELIMINATE THE POSSIBILITY OF PROPERTY DAMAGE DUE TO THE DEBRIS CAUSING BACKUP INTO PRIVATE PROPERTIES. IF IT IS DETERMINED THAT DEBRIS CAUSED A BACKUP, THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR DAMAGES.
- NO TREES SHALL BE PLANTED WITHIN ANY SEWER EASEMENT OR WITHIN TEN [10] FEET OF ANY PUBLIC MANHOLES, OR PIPES.
- UNLESS NOTED OTHERWISE ON PLANS, INSTALL FOUR INCH (4") SANITARY SEWER SERVICE LINES AT 0.0208-FT/FT MINIMUM, 0.0800-FT/FT MAXIMUM SLOPE. INSTALL SIX INCH (6") SERVICE LINES AT 0.0104 FT/FT MINIMUM, 0.0600 FT/FT MAXIMUM SLOPE.

STORM SEWER NOTES:

- ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF EAGLE "PUBLIC WORKS MANUAL," [LATEST REVISION]. ALL STORM SEWER CONSTRUCTION SHALL BE INSPECTED BY THE TOWN OF EAGLE INSPECTOR.
- CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING STORM SEWER POINTS OF CONNECTION PRIOR TO CONSTRUCTION OF ANY PROPOSED STORM SEWER.
- ALL STORM SEWER LINES 12 INCHES IN SIZE AND GREATER SHALL BE HIGH-DENSITY POLYETHYLENE (HDPE) IN ACCORDANCE WITH ASTM F-405.
- ALL STORM SEWER LINES LESS THAN 12 INCHES IN SIZE SHALL BE SDR-35 POLYVINYL CHLORIDE [PVC] PIPE IN ACCORDANCE WITH ASTM D-3034.
- ALL STORM SEWER PIPE JOINTS SHALL BE BELL AND SPIGOT TYPE, INSTALLED WITH AN APPROVED RUBBER GASKET O-RING OR PROFILE TYPE GASKET SO AS TO BE WATER-TIGHT.
- DISTANCES FOR STORM SEWER PIPE ARE THE HORIZONTAL DISTANCES BETWEEN CENTER OF STRUCTURES. THEREFORE, DISTANCES SHOWN ON PLANS ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT AND STRUCTURE WIDTHS.
- WHERE APPLICABLE, DISTANCES FOR STORM SEWER PIPE INCLUDE THE LENGTH OF THE FLARED END SECTION.
- ALL STORM SEWER PIPES SHALL BE INSTALLED WITH INSULATED NO. 12 TYPE UF TAPED ON TOP OF PIPE AS A TRACER WIRE. TRACER WIRE IS TO BE LOOPED UP TO EACH STRUCTURE (INLETS, OUTLETS, MANHOLES AND/OR CLEANOUTS, AS APPLICABLE). A CATHODIC PROTECTION BOX IS TO BE SET ON THE RIGHT HAND SIDE OF EACH STRUCTURE. THE BOX SHALL HAVE A CAST IRON LOCKING LID WITH A THREE AND ONE-HALF INCH [3-1/2"] DIAMETER, EIGHTEEN INCH [18"] LONG PVC BODY. THE CAP WILL NEED A TWO-WIRE CONNECTION POST AS A MINIMUM.
- MANHOLES, BARRELS, CONES, AND COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) INLETS SHALL BE CONSTRUCTED OF PRECAST CONCRETE. CAST-IN-PLACE STRUCTURES SHALL NOT BE ALLOWED.
- PRECAST MANHOLES AND RISERS SHALL BE MANUFACTURED IN CONFORMITY WITH ASTM DESIGNATION C-478. ALL CONES SHALL BE ECCENTRIC, EXCEPT FOR MANHOLE DEPTHS SIX [6] FEET OR LESS WHEN A FLAT TOP SECTION SHALL BE USED.
- ALL STORM SEWERS SHALL BE BED PER THE TOWN OF EAGLE'S STANDARD TRENCHING AND BACKFILL DETAIL.
- THE FLEXIBLE PLASTIC JOINT SEALING COMPOUND WITHIN PRECAST STRUCTURES SHALL BE "RAMNEK" RUBBERNECK OR APPROVED EQUAL.
- PROPOSED DRAINAGE BASINS SHALL BE AS MANUFACTURED BY NYLOPLAST (OR APPROVED EQUAL). INSTALLATION SHALL BE IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED DOCUMENTATION. GRATES SHALL BE AS SELECTED BY THE OWNER.
- CONTRACTOR SHALL IMMEDIATELY REMOVE DEBRIS DEPOSITED INTO PUBLIC MANHOLES AND OTHER PUBLIC STRUCTURES TO ELIMINATE THE POSSIBILITY OF PROPERTY DAMAGE DUE TO THE DEBRIS CAUSING BACKUP INTO PRIVATE PROPERTIES. IF IT IS DETERMINED THAT DEBRIS CAUSED A BACKUP, THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR DAMAGES.
- NO TREES SHALL BE PLANTED WITHIN ANY UTILITY EASEMENT OR WITHIN TEN [10] FEET OF ANY PUBLIC MANHOLES, PIPES OR INLETS.
- RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATIONS. CONTRACTOR SHALL USE PRECAST CONCRETE ADJUSTMENT RINGS TO ADJUST THE MANHOLE FRAME TO THE REQUIRED FINAL GRADE, SUCH THAT THERE IS NO MORE THAN EIGHTEEN [18] INCHES FROM FINISHED GRADE TO THE TOP OF THE CONE SECTION. THE RIM SHALL BE LEFT 1/8-INCH TO 1/4-INCH BELOW FINISHED ASPHALT.
- COORDINATES SHOWN FOR CURB INLETS IS ON FLOWLINE AT CENTER OF INLET. COORDINATES FOR AREA INLETS ARE AT CENTER OF INLET. COORDINATES FOR FLARED END SECTIONS ARE AT CENTER OF FLARED END.
- SLOPE OF INLET FLOW LINE OR GRATE TO MATCH STREET GRADE UNLESS INLET IS AT A SUMP LOCATION. REFER TO THE TOP BACK OF CURB SPOT ELEVATIONS ON THE DETAILED GRADING PLANS.
- CONTRACTOR TO COORDINATE HORIZONTAL AND VERTICAL LOCATIONS OF ROOF DRAIN SERVICES AND DOWNSPOUTS WITH PLUMBING AND ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES.

WATER NOTES:

- ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF EAGLE "PUBLIC WORKS MANUAL," [LATEST REVISION]. ALL WATER UTILITY CONSTRUCTION SHALL BE INSPECTED BY THE TOWN OF EAGLE INSPECTOR.
- ALL WATER UTILITY CONSTRUCTION SHALL BE PERFORMED BY A CONTRACTOR LICENSED IN THE TOWN OF EAGLE. THE ENGINEER, OWNER AND TOWN OF EAGLE INSPECTOR SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF ANY PLANNED CONSTRUCTION.
- ALL WATER MAINS AND FIRE HYDRANT LATERALS SHALL BE DUCTILE IRON, MANUFACTURED IN ACCORDANCE WITH AWWA STANDARD C151, CLASS 52, WITH BITUMINOUS OUTSIDE COATING (ONE MIL THICK) AND CEMENT MORTAR LINING PER AWWA C104. PIPE JOINTS SHALL BE PUSH-ON TYPE UTILIZING RUBBER RING GASKET IN ACCORDANCE WITH AWWA C111. PIPE SHALL BE SUPPLIED WITH COPPER BONDING STRAPS AND MECHANICAL ATTACHMENT. A #4 CONDUCTOR AND CADWELDS (CHARGE SIZE CA 45) OR THE MANUFACTURERS' SUPPLIED STRAP SHALL BE USED TO BOND EACH JOINT AND FITTING.
- ALL WATER PIPE JOINT FITTINGS SHALL BE MADE FROM ASTM A536, 65-45-12 DUCTILE IRON AND FURNISHED WITH MECHANICAL JOINT ENDS. ALL FITTINGS SHALL BE AT A PRESSURE RATING OF 350 PSI AND SHALL BE WRAPPED WITH EIGHT MILLIMETER MINIMUM THICKNESS POLYETHYLENE MATERIAL IN ACCORDANCE WITH AWWA STANDARD C105. TWIST-OFF NUTS, SIZED THE SAME AS THE TEE-HEAD BOLTS, SHALL BE USED TO ENSURE PROPER ACTUATING OF RESTRAINING DEVICES.
- ALL WATER SERVICES TWO [2] INCHES AND SMALLER IN SIZE SHALL MEET THE REQUIREMENTS OF AWWA C901, SHALL BE PE4710 HIGH DENSITY RESIN MATERIAL AND CONFORM TO ASTM 2737 STANDARDS LISTED FOR WATER SERVICE PIPE IN THE LATEST EDITION OF THE IPC. ALL JOINTS SHALL BE BRASS COMPRESSION GRIP RING TYPE WITH STAINLESS STEEL INSERTS OR FUSED. POLYETHYLENE TUBING SHALL HAVE A PRESSURE RATING OF 250 PSI. ALL POLYETHYLENE SERVICE LINES MUST USE FULL LENGTHS OF TUBING (I.E. 300' FOR 1", 250' FOR 1.5" AND 200' FOR 2") BEFORE A SPLICE CAN BE INSTALLED. PIPE DIMENSIONS SHALL MEET COPPER TUBING SIZE (CTS) STANDARDS.
- ALL WATER PIPES SHALL BE INSTALLED WITH INSULATED NO. 12 TYPE UF TAPED ON TOP OF PIPE AS A TRACER WIRE. TRACER WIRE IS TO BE LOOPED UP TO EACH HYDRANT. A CATHODIC PROTECTION BOX IS TO BE SET ON THE RIGHT HAND SIDE OF EACH HYDRANT. THE BOX SHALL HAVE A CAST IRON LOCKING LID WITH A THREE AND ONE-HALF INCH [3-1/2"] DIAMETER, EIGHTEEN INCH [18"] LONG PVC BODY. THE CAP WILL NEED A TWO-WIRE CONNECTION POST AS A MINIMUM.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ADJUST ALL WATER VALVE BOXES TO THE REQUIRED FINAL GRADE. IN ADDITION, VALVE EXTENSIONS SHALL BE INSTALLED SUCH THAT A VALVE KEY SIX [6] FEET IN LENGTH CAN OPERATE THE VALVE.
- NO PIPE SHALL BE BACKFILLED UNTIL IT HAS BEEN INSPECTED BY THE TOWN OF EAGLE INSPECTOR.
- THE MANUFACTURER SHALL FURNISH A CERTIFIED STATEMENT THAT ALL OF THE SPECIFIED TESTS AND INSPECTIONS HAVE BEEN MADE AND THE RESULTS THEREOF COMPLY WITH THE REQUIREMENT OF THE APPLICABLE STANDARDS HEREIN SPECIFIED. A COPY OF THE CERTIFICATION WILL BE SENT TO THE TOWN OF EAGLE INSPECTOR UPON REQUEST.
- DISTANCES FOR WATER ARE THE HORIZONTAL DISTANCE BETWEEN CENTER OF FITTING TO CENTER OF VALVE, METER, ETC. THEREFORE, DISTANCES SHOWN ON THE PLANS ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT AND FITTING DIMENSIONS.
- MAINTAIN A MINIMUM OF TEN [10] FEET HORIZONTAL SEPARATION BETWEEN THE OUTSIDE OF ALL SANITARY SEWER AND WATER MAINS AND SERVICES.
- FOR ALL PIPE INSTALLATIONS, THE DEPTH OF COVER OVER THE PIPE MEASURED FROM OFFICIAL FINISHED/FINAL GRADE TO THE TOP OF THE PIPE SHALL BE A MINIMUM OF SIX [6] AND MAXIMUM OF NINE [9] FEET AND SHALL BE KNOWN AS THE COVER OVER THE PIPE.
- FIRE HYDRANTS SHALL CONFORM TO THE TOWN OF EAGLE MATERIALS AND SPECIFICATIONS. FIRE HYDRANT ASSEMBLIES SHALL INCLUDE ALL PIPE, FITTINGS, VALVES, THRUST BLOCKS, RESTRAINTS, AND MATERIALS NECESSARY TO INSTALL THE HYDRANT.
- INSTALL THRUST BLOCKS AT ALL BENDS, STUBS AND TEES IN WATER LINES. ALL BLOW-OFFS, VALVES AND BENDS SHALL BE RODDED OR MECHANICALLY-RESTRAINED PER TOWN OF EAGLE DETAILS AS NOTED OR IF SOIL CONDITIONS ARE UNSTABLE OR AS DIRECTED BY THE TOWN OF EAGLE INSPECTOR.
- WHEN IT IS NECESSARY TO LOWER OR RAISE WATER LINES AT STORM DRAINS AND OTHER UTILITY CROSSINGS, A MINIMUM CLEARANCE OF 18 INCHES SHALL BE MAINTAINED BETWEEN THE OUTSIDE OF PIPES.
- INDIVIDUAL SERVICE LINE PRESSURE REGULATING VALVES ARE REQUIRED.
- THE WATER QUALITY CONTROL DIVISION OF THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT [CDPHE] REQUIRES ALL WATER LINE CONTRACTORS TO POSSESS A CURRENT DISCHARGE PERMIT FOR DISCHARGES OF CHLORINATED AND PROCESS WATERS ASSOCIATED WITH THE INSTALLATION OF NEW MAINS OR CONDUITS. CONTACT CDPHE WATER QUALITY CONTROL DIVISION AT 303-692-3539 FOR INFORMATION ON OBTAINING THE REQUIRED PERMIT.
- CONTRACTOR TO COORDINATE HORIZONTAL AND VERTICAL LOCATIONS OF UTILITY SERVICE CONNECTIONS TO BUILDING WITH MECHANICAL/PLUMBING PLANS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES.

HABITAT FOR HUMANITY

THIRD STREET PARCEL

EAGLE VALLEY MIDDLE SCHOOL

EAGLE, COLORADO

YARNELL CONSULTING & CIVIL DESIGN, LLC

P.O. BOX 3901 EAGLE, COLORADO 81631

(970) 323-7008

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4.			
5.			

DESIGN BY: J. YARNELL

DRAWN BY: J. YARNELL

REVIEWED BY: J. YARNELL

PROJECT NO.: 22.010

DATE: 6/1/2022

SHEET TITLE

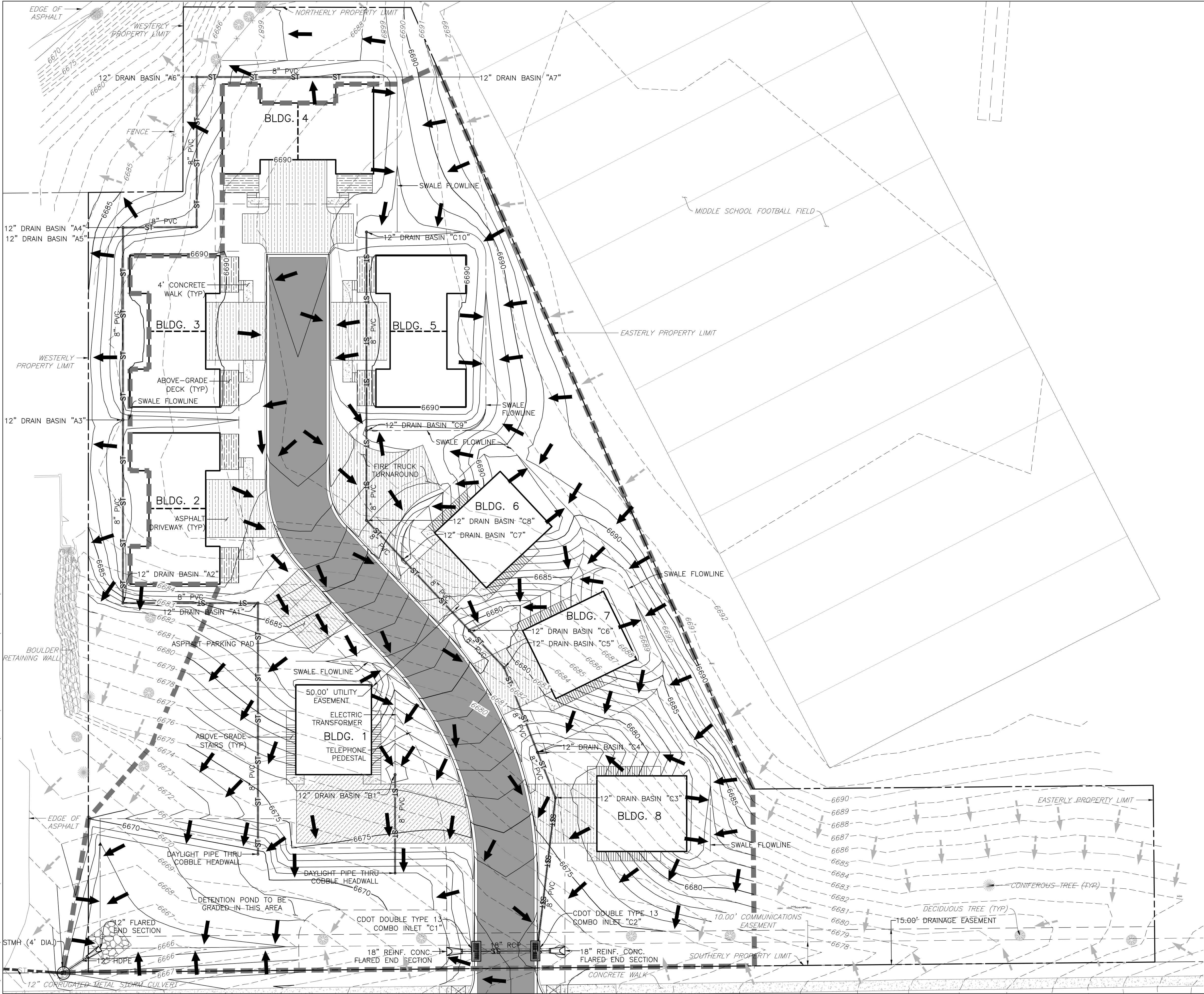
UTILITY NOTES

SHEET NO.

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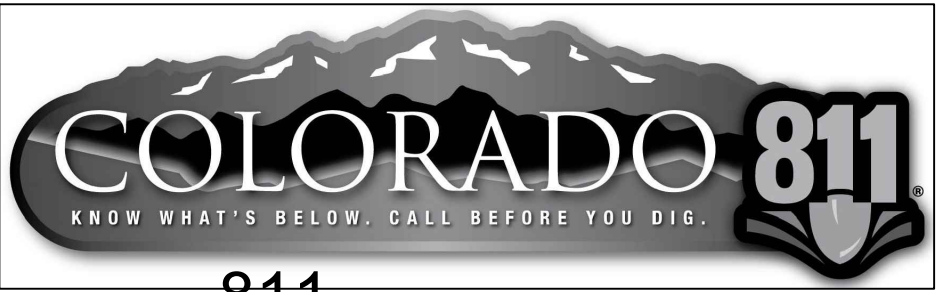
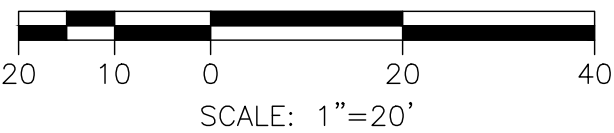
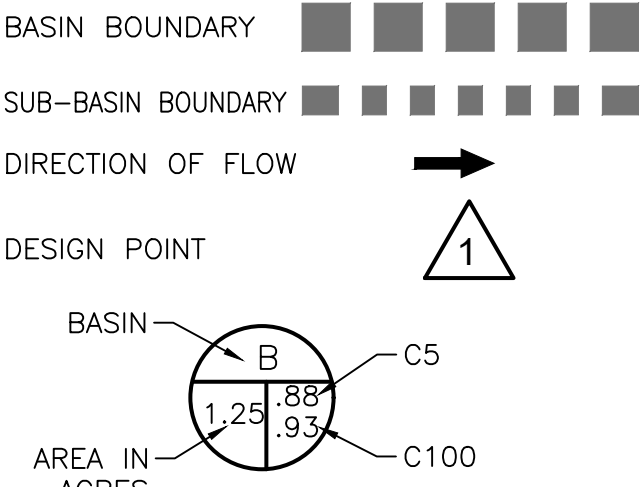
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NOTES:

1. A DRAINAGE REPORT WILL BE PROVIDED WITH THE FUTURE BUILDING PERMIT SUBMISSION PACKAGE.

LEGEND



CALL 811 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES

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DESIGN BY: J. YARNELL	PROJECT NO: 22.010	DATE: 6/1/2022
DRAWN BY: J. YARNELL		
REVIEWED BY: J. YARNELL		

SHEET TITLE
DRAINAGE PLAN
(PROPOSED)

SHEET NO.
D1



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An Employee Owned Company

Office Locations: Denver (HQ), Parker, Colorado Springs, Fort Collins, Glenwood Springs, and Summit County, Colorado

**SUBSOIL STUDY
FOR FOUNDATION DESIGN
PROPOSED HOUSING PROJECT
EAST 3rd STREET
EAGLE, COLORADO**

PROJECT NO. 22-7-248

JUNE 20, 2022

PREPARED FOR:

**HABITAT FOR HUMANITY VAIL VALLEY
ATT: EMILY PEYTON
P.O. BOX 4049
AVON, COLORADO 81620
emily@habitatvailvalley.org**

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PURPOSE AND SCOPE OF STUDY

This report presents the results of a subsoil study for a proposed housing project to be located at East 3rd Street, Eagle, Colorado. The project site is shown on Figure 1. The purpose of the study was to develop recommendations for the foundation design. The study was conducted in accordance with our agreement for geotechnical engineering services to Habitat for Humanity Vail Valley dated March 25, 2022.

A field exploration program consisting of exploratory borings was conducted to obtain information on the subsurface conditions. Samples of the subsoils obtained during the field exploration were tested in the laboratory to determine their classification, compressibility or swell and other engineering characteristics. The results of the field exploration and laboratory testing were analyzed to develop recommendations for foundation types, depths and allowable pressures for the proposed building foundation. This report summarizes the data obtained during this study and presents our conclusions, design recommendations and other geotechnical engineering considerations based on the proposed construction and the subsurface conditions encountered.

PROPOSED CONSTRUCTION

The proposed housing project will consist of 8 buildings, 4 single family residences and 4 duplex residences. They will be one and two story structures with attached garage. The single family buildings will be above a basement level and the duplex buildings above a crawlspace. Basement and garage floors will be slab-on-grade. Grading for the structures is assumed to be relatively minor with cut depths between about 3 to 10 feet. We assume relatively light foundation loadings, typical of the proposed type of construction.

If building loadings, location or grading plans change significantly from those described above, we should be notified to re-evaluate the recommendations contained in this report.

SITE CONDITIONS

The property is approximately 2.3 acres and located on the north side of East 3rd Street and between the middle school to the east and the fire station to the west as shown on Figure 1. The property is vacant and vegetated with grass and weeds. There was about six inches of snow cover at the time of our field exploration. Trees are located along the west and south property lines. The ground surface is relatively flat in the rear (northern) part of the site with a grade of about 4 percent down to the west. The grade steepens in the southern portion of the site and ranges from about 10 to 15 percent down to the south and southwest. The site is bordered by the gently sloping football field to the east and relatively steep terrain to the north.

SUBSIDENCE POTENTIAL

Bedrock of the Pennsylvanian age Eagle Valley Evaporite underlies the Eagle area. These rocks are a sequence of gypsiferous shale, fine-grained sandstone and siltstone with some massive beds of gypsum and limestone. There is a possibility that massive gypsum deposits associated with the Eagle Valley Evaporite underlie portions of the lot. Dissolution of the gypsum under certain conditions can cause sinkholes to develop and can produce areas of localized subsidence.

During previous work in the area, several sinkholes were observed scattered throughout the Eagle area. These sinkholes appear similar to others associated with the Eagle Valley Evaporite in other areas of the Eagle River valley.

Sinkholes were not observed in the immediate area of the subject site. No evidence of cavities was encountered in the subsurface materials; however, the exploratory borings were relatively shallow, for foundation design only. Based on our present knowledge of the subsurface conditions at the site, it cannot be said for certain that sinkholes will not develop. The risk of future ground subsidence at the site throughout the service life of the proposed buildings, in our opinion, is low and similar to other nearby properties; however, the owner should be made aware of the potential for sinkhole development. If further investigation of possible cavities in the bedrock below the site is desired, we should be contacted.

FIELD EXPLORATION

The field exploration for the project was conducted on April 13, 2022. Five exploratory borings were drilled at the locations shown on Figure 1 to evaluate the subsurface conditions. The borings were advanced with 4 inch diameter continuous flight augers powered by a truck-mounted CME-45B drill rig. The borings were logged by a representative of Kumar & Associates, Inc.

Samples of the subsoils were taken with a 2 inch I.D. spoon sampler. The sampler was driven into the subsoils at various depths with blows from a 140 pound hammer falling 30 inches. This test is similar to the standard penetration test described by ASTM Method D-1586. The penetration resistance values are an indication of the relative density or consistency of the subsoils. Depths at which the samples were taken and the penetration resistance values are shown on the Logs of Exploratory Borings, Figure 2. The samples were returned to our laboratory for review by the project engineer and testing.

SUBSURFACE CONDITIONS

Graphic logs of the subsurface conditions encountered at the site are shown on Figure 2. The subsoils below about 1 to 1½ feet of topsoil consist of slightly clayey silty sand and sandy silt

with scattered gravel. A sandy silty clay layer was encountered at Borings 4 and 5 below around 15 feet.

Laboratory testing performed on samples obtained from the borings included natural moisture content and density, percent finer than No. 200 sieve gradation analyses and Atterberg limits. Results of swell-consolidation testing performed on relatively undisturbed drive samples of the subsoils, presented on Figures 3 through 8, generally indicate low to moderate compressibility under loading and minor to low collapse when wetted. Samples from Borings 4 and 5 showed a minor expansion potential when wetted. The laboratory testing is summarized in Table 1.

No free water was encountered in the borings at the time of drilling and the subsoils were slightly moist to moist.

FOUNDATION BEARING CONDITIONS

The sandy silt and silty sand soils encountered at typical shallow foundation depth mainly tend to settle when they become wetted under load. A shallow foundation placed on these soils will have a risk of settlement if the soils become wetted and care should be taken in the surface and drainage around the buildings to prevent the bearing soils from becoming wet. It will be critical to the long-term performance of the structures that the recommendations for surface grading and drainage contained in this report be followed. The amount of settlement, if the bearing soils become wet, will mainly be related to the depth and extent of subsurface wetting. We expect that initial settlements will be less than 1 inch. If wetting of the shallow soils occurs, additional settlements of around 1 to 2 inches could occur and cause building distress. Mitigation methods such as deep foundations (piles or piers) or removing and replacing the bearing soils with 3 feet of compacted structural fill could be used to support the proposed buildings with a lower risk of settlement. If a deep foundation is desired, we should be contacted to provide further design recommendations.

DESIGN RECOMMENDATIONS

FOUNDATIONS

Considering the subsurface conditions encountered in the exploratory borings and the nature of the proposed construction, we recommend the buildings be founded with spread footings bearing on the natural soils or compacted structural fill.

The design and construction criteria presented below should be observed for a spread footing foundation system.

- 1) Footings placed on the undisturbed natural soils should be designed for an allowable bearing pressure of 1,200 psf. Based on experience, we expect initial settlement of footings designed and constructed as discussed in this section will

be about 1 inch or less. Additional differential settlements of about 1 to 2 inches could occur if the bearing soils are wetted. Footings placed on compacted structural fill should be designed for an allowable bearing pressure of 1,500 psf. The sub-excavated areas should extend at least 3 feet below bearing level and 1½ feet beyond the footing edges. Based on experience, we expect initial settlement of footings designed and constructed as discussed in this section will be about 1 inch or less with additional differential settlement of around 1 inch if the bearing soils were to become wetted.

- 2) The footings should have a minimum width of 20 inches for continuous walls and 2 feet for isolated pads.
- 3) Exterior footings and footings beneath unheated areas should be provided with adequate soil cover above their bearing elevation for frost protection. Placement of foundations at least 42 inches below exterior grade is typically used in this area.
- 4) Continuous foundation walls should be reinforced top and bottom to span local anomalies such as by assuming an unsupported length of at least 14 feet. Foundation walls acting as retaining structures should also be designed to resist lateral earth pressures as discussed in the "Foundation and Retaining Walls" section of this report.
- 5) All topsoil and any loose or disturbed soils should be removed and the footing bearing level extended down to the relatively undisturbed soils. The exposed soils in footing area should then be moistened and compacted.
- 6) A representative of the geotechnical engineer should observe all footing excavations prior to concrete placement to evaluate bearing conditions.

FOUNDATION AND RETAINING WALLS

Foundation walls and retaining structures which are laterally supported and can be expected to undergo only a slight amount of deflection should be designed for a lateral earth pressure computed on the basis of an equivalent fluid unit weight of at least 50 pcf for backfill consisting of the on-site soils. Cantilevered retaining structures which are separate from the buildings and can be expected to deflect sufficiently to mobilize the full active earth pressure condition should be designed for a lateral earth pressure computed on the basis of an equivalent fluid unit weight of at least 45 pcf for backfill consisting of the on-site soils.

All foundation and retaining structures should be designed for appropriate hydrostatic and surcharge pressures such as adjacent footings, traffic, construction materials and equipment. The pressures recommended above assume drained conditions behind the walls and a horizontal

backfill surface. The buildup of water behind a wall or an upward sloping backfill surface will increase the lateral pressure imposed on a foundation wall or retaining structure. An underdrain should be provided to prevent hydrostatic pressure buildup behind walls.

Backfill should be placed in uniform lifts and compacted to at least 90% of the maximum standard Proctor density at a moisture content near optimum. Backfill placed in pavement and walkway areas should be compacted to at least 95% of the maximum standard Proctor density. Care should be taken not to overcompact the backfill or use large equipment near the wall, since this could cause excessive lateral pressure on the wall. Some settlement of deep foundation wall backfill should be expected, even if the material is placed correctly, and could result in distress to facilities constructed on the backfill. Backfill should not contain organics, debris or rock larger than about 6 inches.

The lateral resistance of foundation or retaining wall footings will be a combination of the sliding resistance of the footing on the foundation materials and passive earth pressure against the side of the footing. Resistance to sliding at the bottoms of the footings can be calculated based on a coefficient of friction of 0.35. Passive pressure of compacted backfill against the sides of the footings can be calculated using an equivalent fluid unit weight of 350 pcf. The coefficient of friction and passive pressure values recommended above assume ultimate soil strength. Suitable factors of safety should be included in the design to limit the strain which will occur at the ultimate strength, particularly in the case of passive resistance. Fill placed against the sides of the footings to resist lateral loads should be compacted to at least 95% of the maximum standard Proctor density at a moisture content near optimum.

FLOOR SLABS

The natural on-site soils, exclusive of topsoil, are suitable to support lightly loaded slab-on-grade construction with some risk of settlement if the bearing soils are wetted. To reduce the effects of some differential movement, floor slabs should be separated from all bearing walls and columns with expansion joints which allow unrestrained vertical movement. Floor slab control joints should be used to reduce damage due to shrinkage cracking. The requirements for joint spacing and slab reinforcement should be established by the designer based on experience and the intended slab use. A minimum 4 inch layer of free-draining gravel should be placed beneath basement level slabs to facilitate drainage. This material should consist of minus 2-inch aggregate with at least 50% retained on the No. 4 sieve and less than 2% passing the No. 200 sieve.

All fill materials for support of floor slabs should be compacted to at least 95% of maximum standard Proctor density at a moisture content near optimum. Required fill can consist of the on-site soils devoid of vegetation, topsoil and oversized rock.

UNDERDRAIN SYSTEM

Although free water was not encountered during our exploration, it has been our experience in the area that local perched groundwater can develop during times of heavy precipitation or seasonal runoff. Frozen ground during spring runoff can create a perched condition. We recommend below-grade construction, such as retaining walls, deep crawlspace and basement areas, be protected from wetting and hydrostatic pressure buildup by an underdrain system. Shallow crawlspace around 3½ feet does not need an underdrain with proper wall backfill and surface grading.

The drains should consist of drainpipe placed in the bottom of the wall backfill surrounded above the invert level with free-draining granular material. The drain should be placed at each level of excavation and at least 1 foot below lowest adjacent finish grade and sloped at a minimum 1% to a suitable gravity outlet. Free-draining granular material used in the underdrain system should contain less than 2% passing the No. 200 sieve, less than 50% passing the No. 4 sieve and have a maximum size of 2 inches. The drain gravel backfill should be at least 1½ feet deep. An impervious membrane such as 20 mil PVC should be placed beneath the drain gravel in a trough shape and attached to the foundation wall with mastic to prevent wetting of the bearing soils.

SURFACE DRAINAGE

The following drainage precautions should be observed during construction and maintained at all times after the buildings have been completed:

- 1) Inundation of the foundation excavations and underslab areas should be avoided during construction.
- 2) Exterior backfill should be adjusted to near optimum moisture and compacted to at least 95% of the maximum standard Proctor density in pavement and slab areas and to at least 90% of the maximum standard Proctor density in landscape areas.
- 3) The ground surface surrounding the exterior of the building should be sloped to drain away from the foundation in all directions. We recommend a minimum slope of 12 inches in the first 10 feet in unpaved areas and a minimum slope of 3 inches in the first 10 feet in paved areas. Free-draining wall backfill should be covered with filter fabric and capped with about 2 feet of the on-site soils to reduce surface water infiltration.
- 4) Roof downspouts and drains should discharge well beyond the limits of all backfill.
- 5) Landscaping which requires regular heavy irrigation and sprinkler heads should be located at least 10 feet from foundation walls. Consideration should be given to use of xeriscape to reduce the potential for wetting of soils below the building caused by irrigation.

LIMITATIONS

This study has been conducted in accordance with generally accepted geotechnical engineering principles and practices in this area at this time. We make no warranty either express or implied. The conclusions and recommendations submitted in this report are based upon the data obtained from the exploratory borings drilled at the locations indicated on Figure 1, the proposed type of construction and our experience in the area. Our services do not include determining the presence, prevention or possibility of mold or other biological contaminants (MOBC) developing in the future. If the client is concerned about MOBC, then a professional in this special field of practice should be consulted. Our findings include interpolation and extrapolation of the subsurface conditions identified at the exploratory borings and variations in the subsurface conditions may not become evident until excavation is performed. If conditions encountered during construction appear different from those described in this report, we should be notified so that re-evaluation of the recommendations may be made.

This report has been prepared for the exclusive use by our client for design purposes. We are not responsible for technical interpretations by others of our information. As the project evolves, we should provide continued consultation and field services during construction to review and monitor the implementation of our recommendations, and to verify that the recommendations have been appropriately interpreted. Significant design changes may require additional analysis or modifications to the recommendations presented herein. We recommend on-site observation of excavations and foundation bearing strata and testing of structural fill by a representative of the geotechnical engineer.

Respectfully Submitted,

Kumar & Associates, Inc.


Louis Eller

Reviewed by:

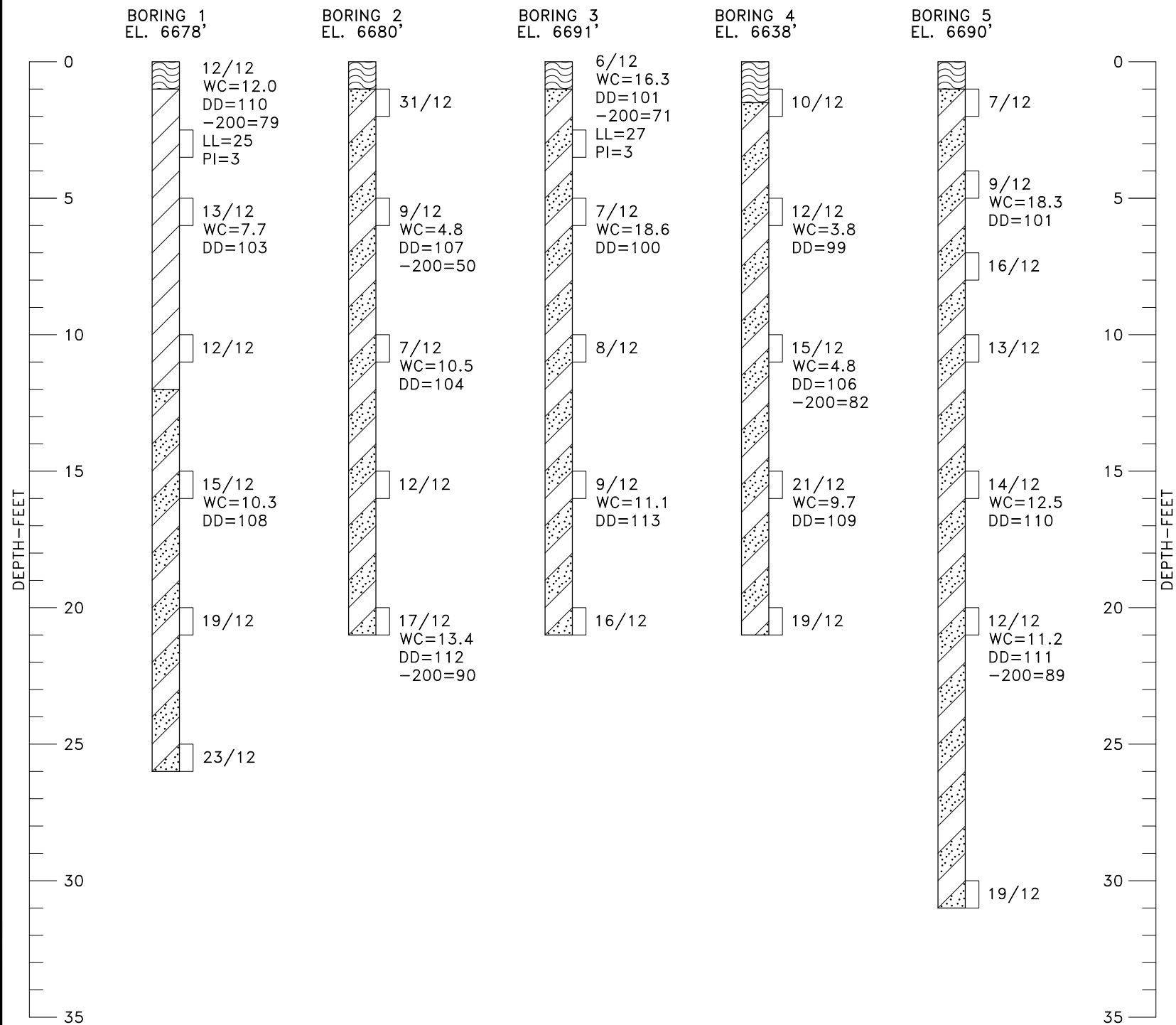
Steven L. Pawlak, P.E.

LEE/kac

cc: Justin Yarnell (justin@kumarsells.com)



Jun 21, 22Y - 16:15pm
V:\Projects\2022\22-7-248 Suboil Study, Proposed Housing Project\Drafting\227248-02.dwg



LEGEND

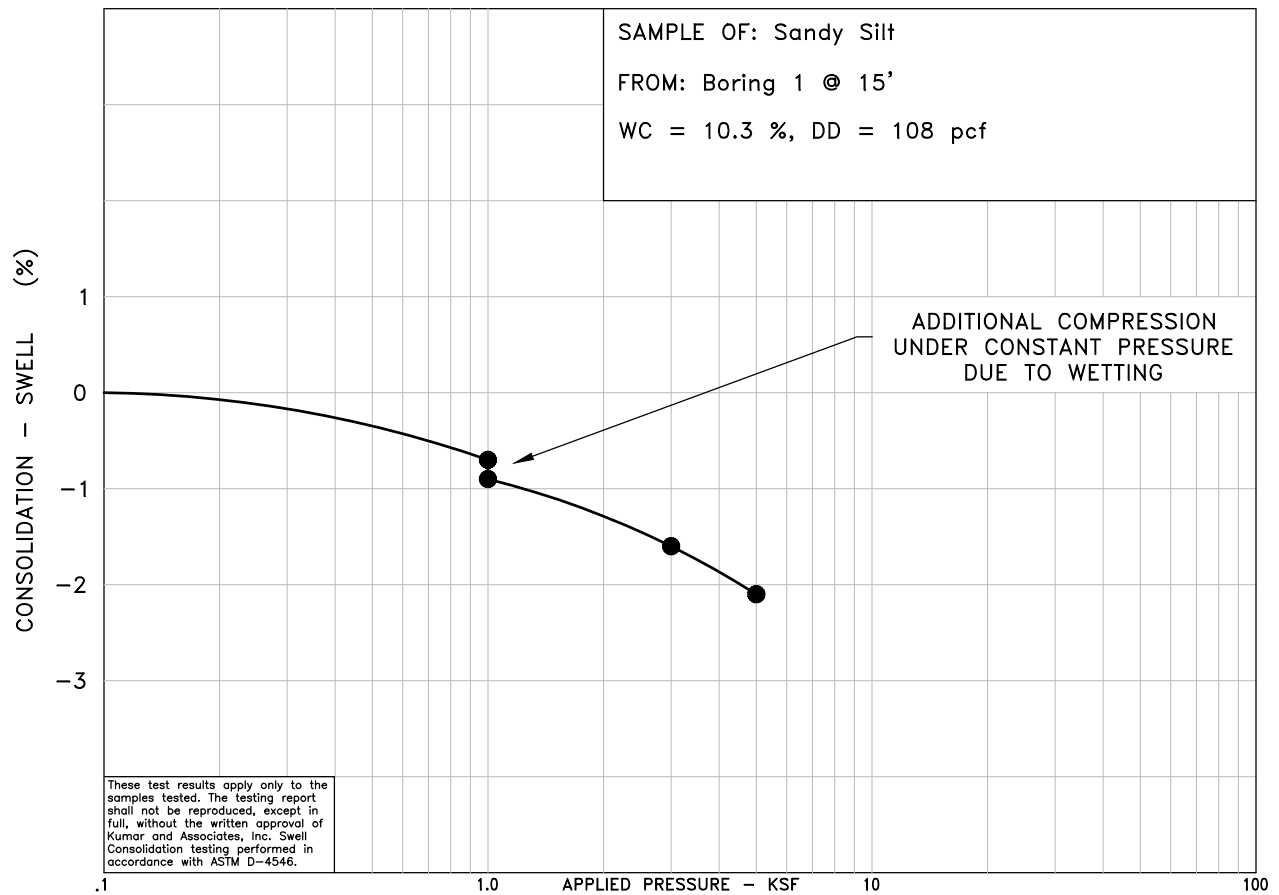
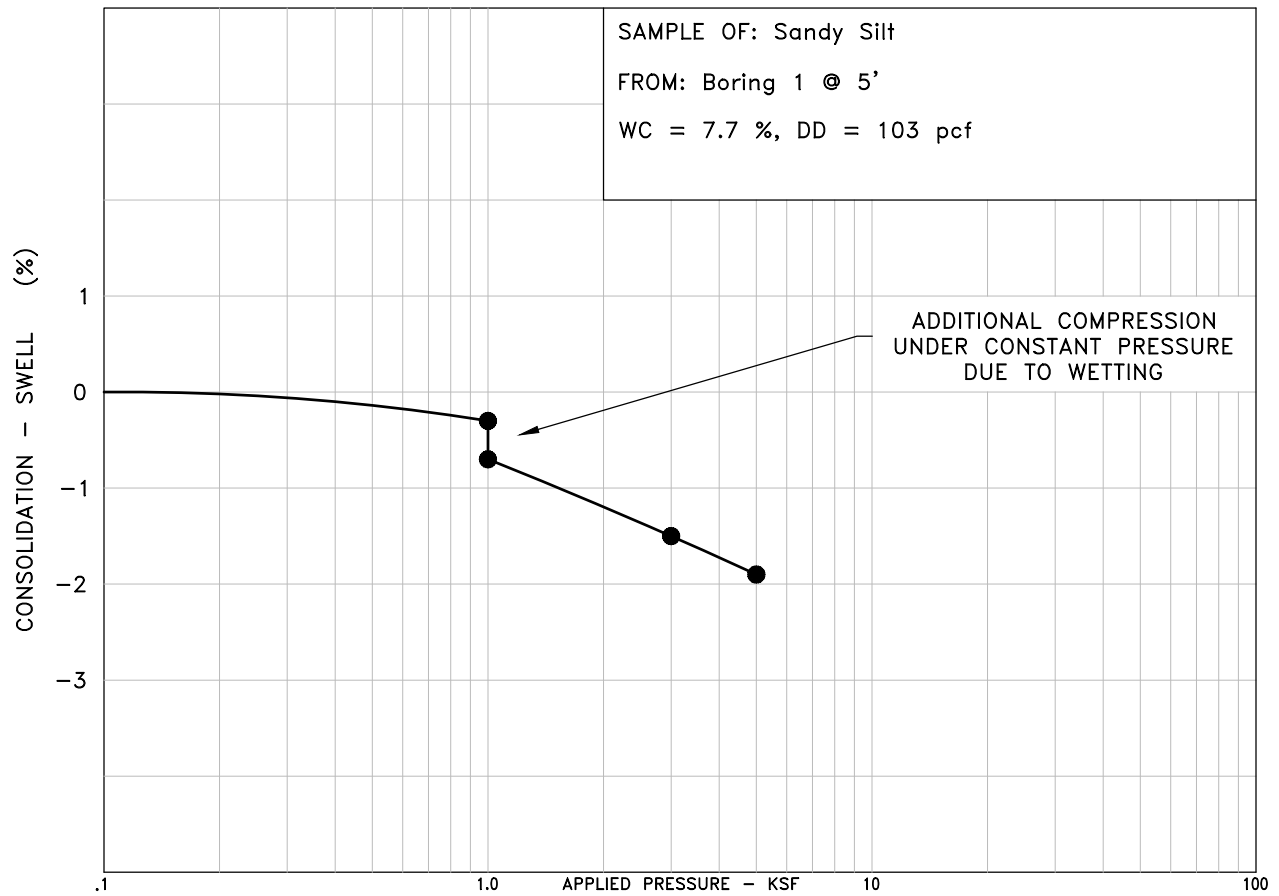
- TOPSOIL, ORGANIC SANDY CLAY AND SILT, FIRM, MOIST, BROWN.
- SAND AND SILT (SM-ML); SLIGHTLY CLAYEY, SANDY CLAY ZONES AT BORING 5, SLIGHTLY GRAVELLY, MEDIUM DENSE/LOOSE TO STIFF, SLIGHTLY MOIST TO MOIST, LIGHT BROWN.

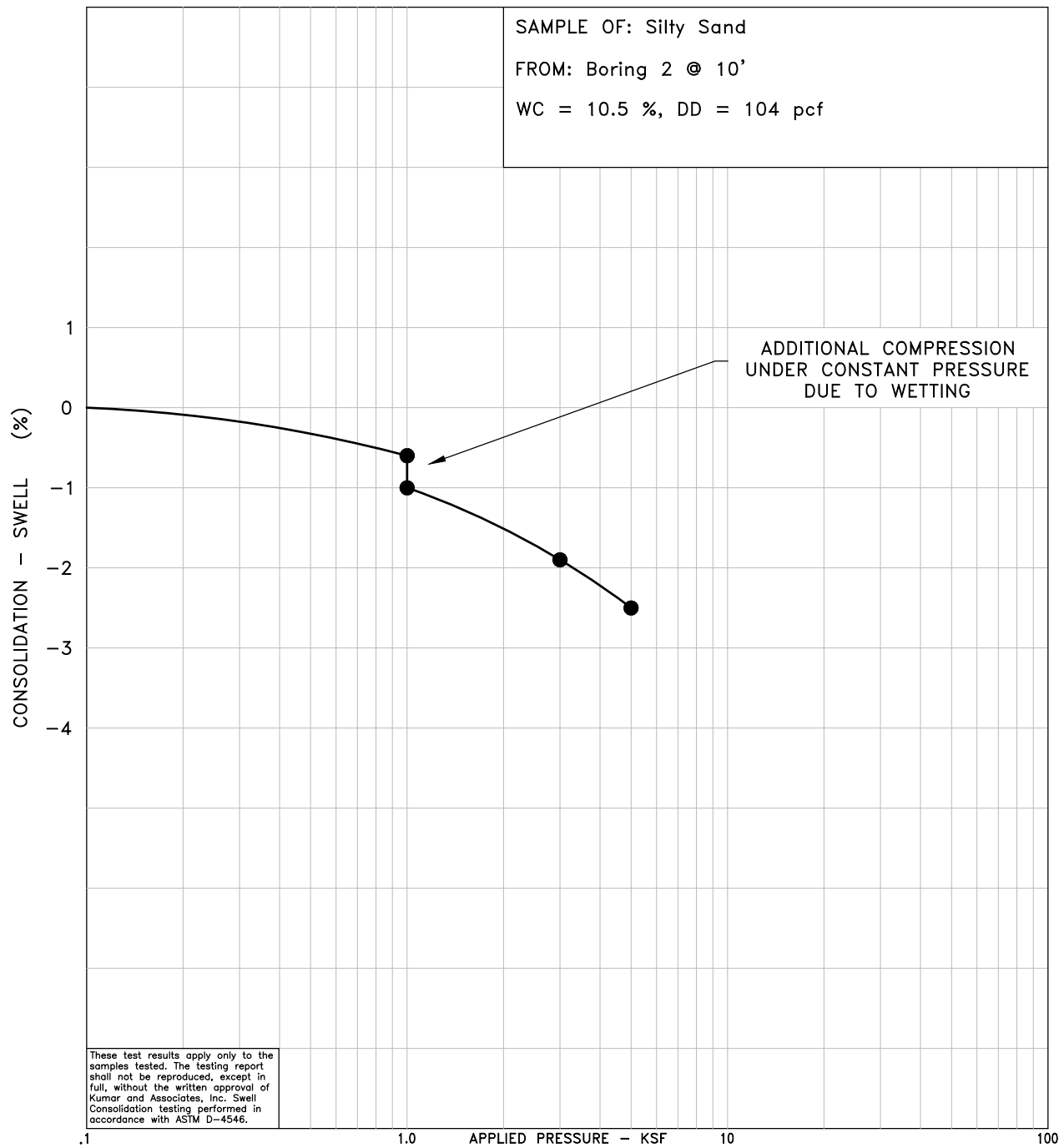
DRIVE SAMPLE, 2-INCH I.D. CALIFORNIA LINER SAMPLE.

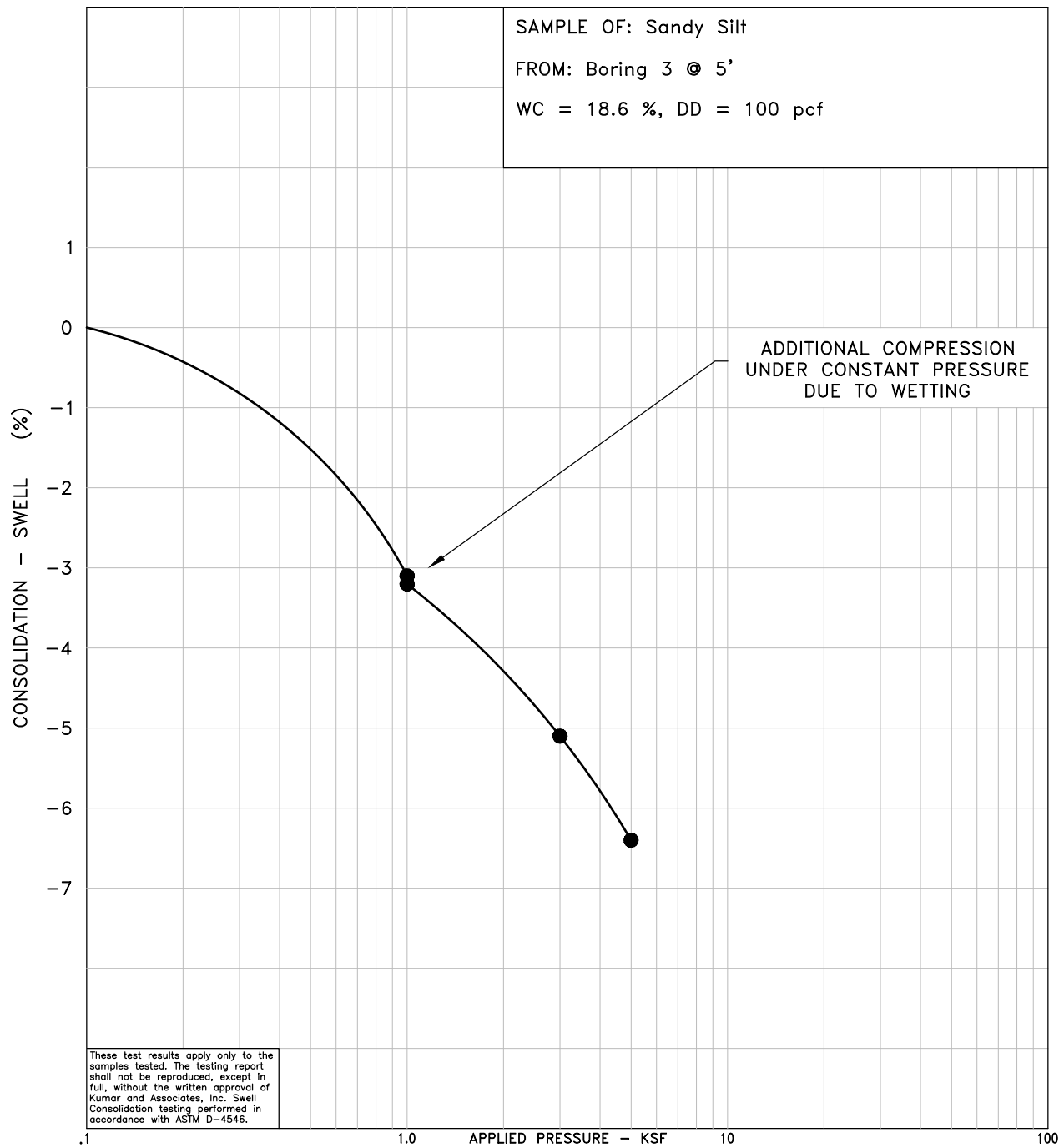
15/12 DRIVE SAMPLE BLOW COUNT. INDICATES THAT 15 BLOWS OF A 140-POUND HAMMER FALLING 30 INCHES WERE REQUIRED TO DRIVE THE SAMPLER 12 INCHES.

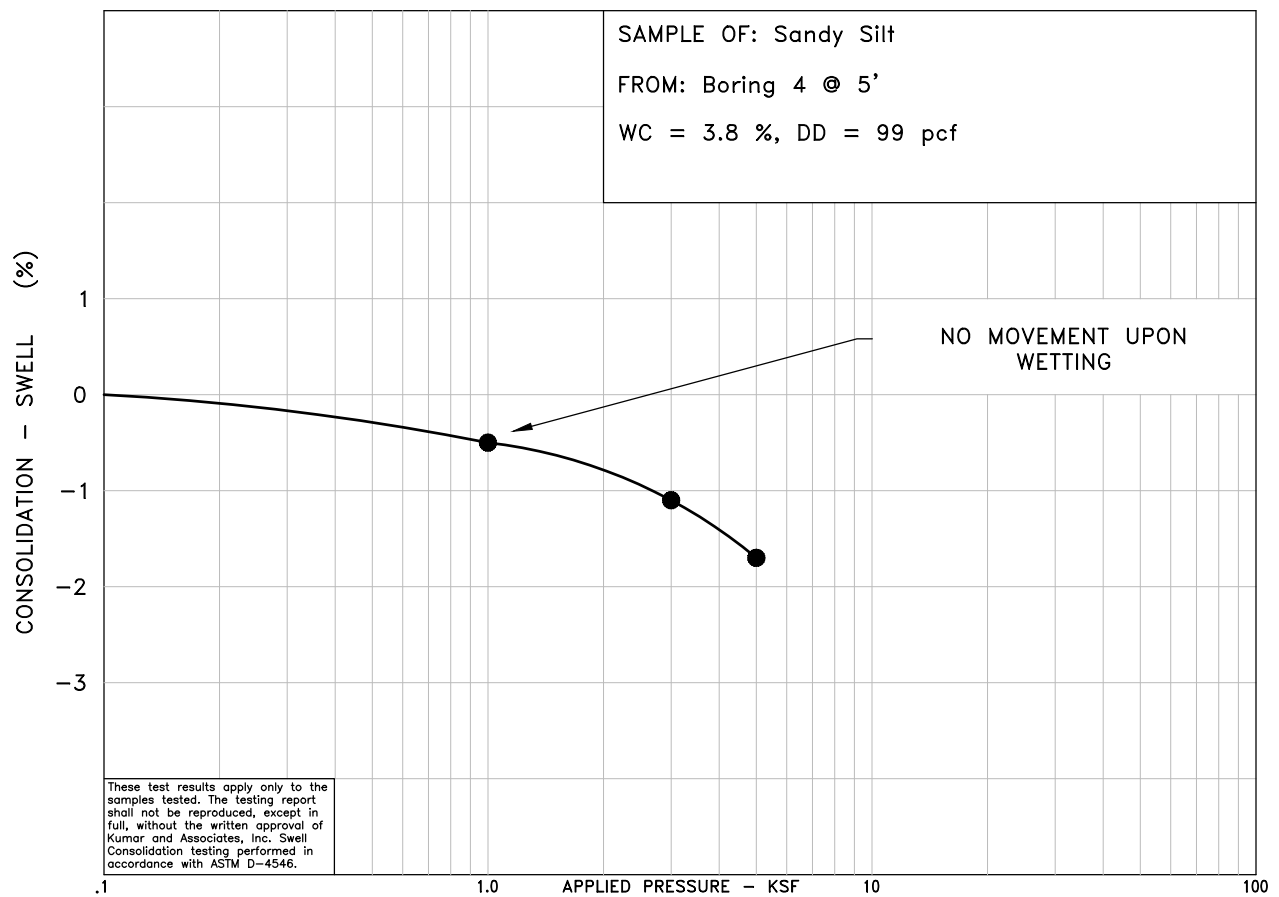
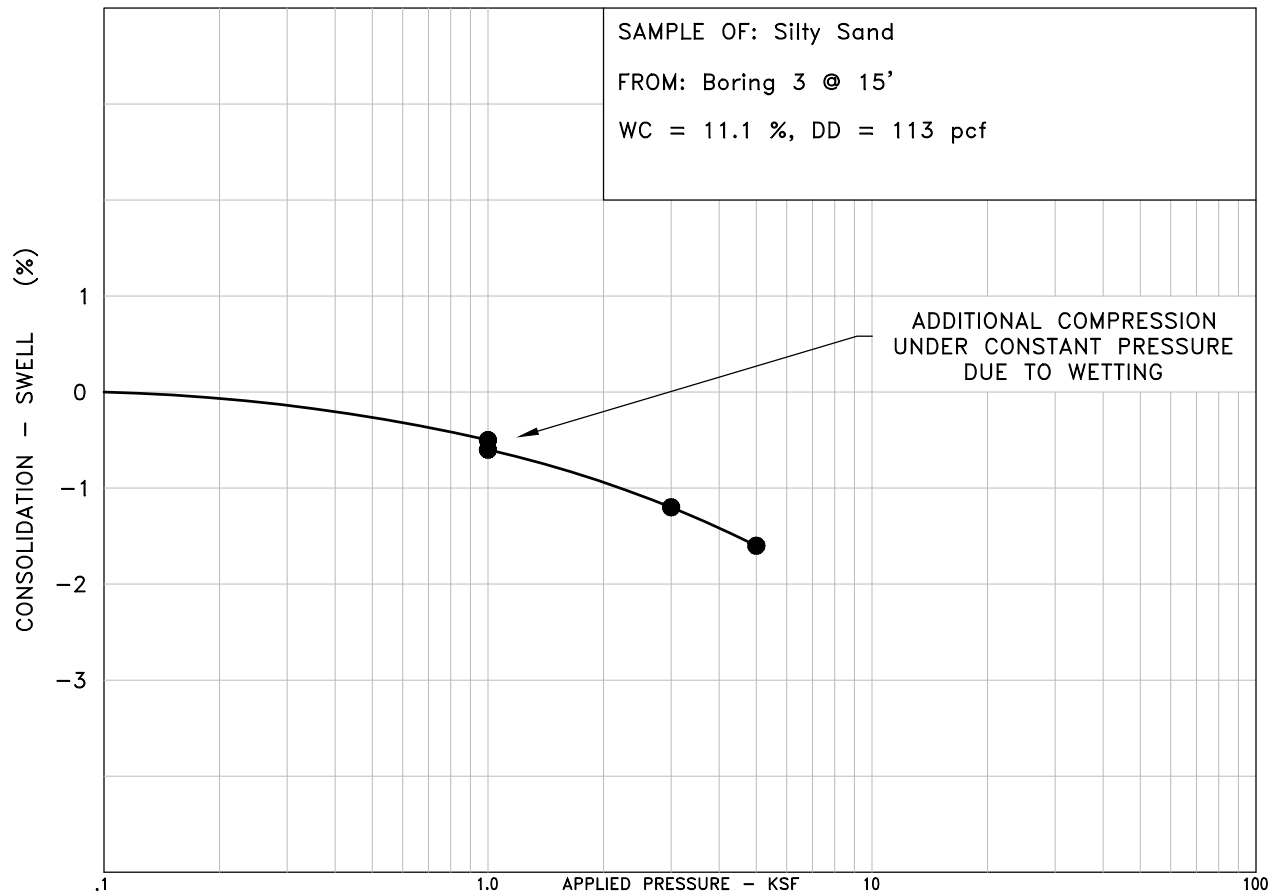
NOTES

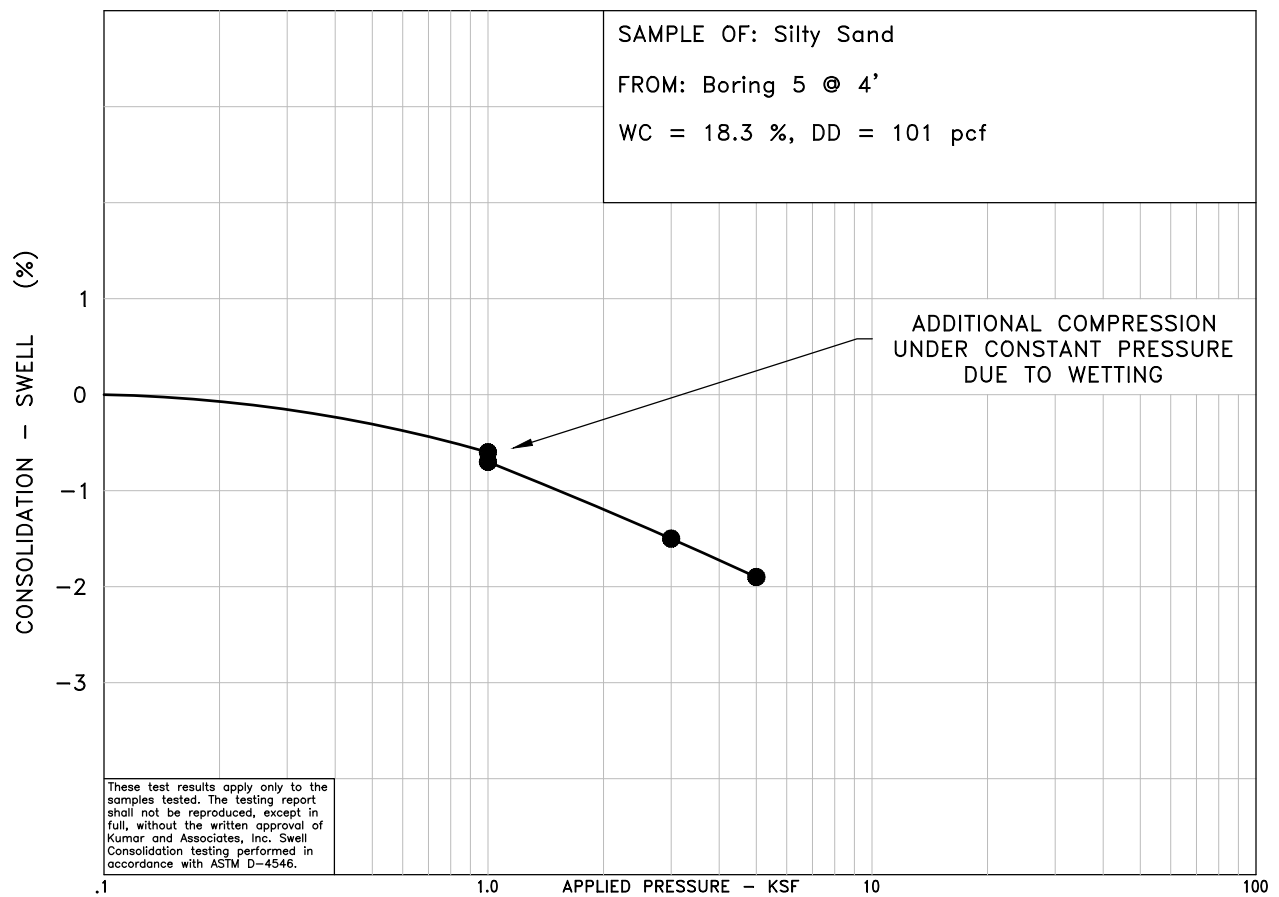
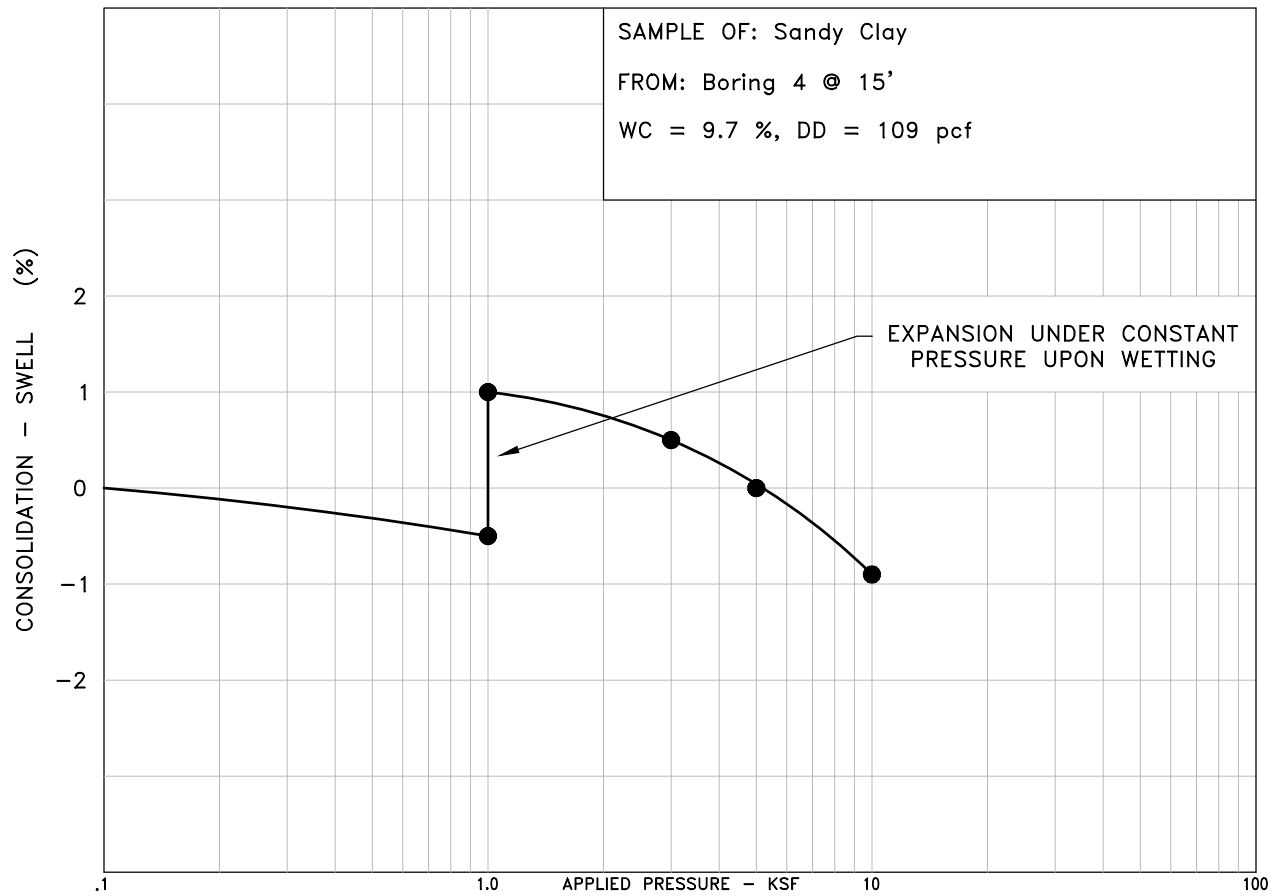
1. THE EXPLORATORY BORINGS WERE DRILLED ON APRIL 13, 2022 WITH A 4-INCH DIAMETER CONTINUOUS-FLIGHT POWER AUGER.
2. THE LOCATIONS OF THE EXPLORATORY BORINGS WERE MEASURED APPROXIMATELY BY PACING FROM FEATURES SHOWN ON THE SITE PLAN PROVIDED.
3. THE ELEVATIONS OF THE EXPLORATORY BORINGS WERE OBTAINED BY INTERPOLATION BETWEEN CONTOURS ON THE SITE PLAN PROVIDED.
4. THE EXPLORATORY BORING LOCATIONS AND ELEVATIONS SHOULD BE CONSIDERED ACCURATE ONLY TO THE DEGREE IMPLIED BY THE METHOD USED.
5. THE LINES BETWEEN MATERIALS SHOWN ON THE EXPLORATORY BORING LOGS REPRESENT THE APPROXIMATE BOUNDARIES BETWEEN MATERIAL TYPES AND THE TRANSITIONS MAY BE GRADUAL.
6. GROUNDWATER WAS NOT ENCOUNTERED IN THE BORINGS AT THE TIME OF DRILLING.
7. LABORATORY TEST RESULTS:
WC = WATER CONTENT (%) (ASTM D2216);
DD = DRY DENSITY (pcf) (ASTM D2216);
-200 = PERCENTAGE PASSING NO. 200 SIEVE (ASTM D1140);
LL = LIQUID LIMIT (ASTM D4318);
PI = PLASTICITY INDEX (ASTM D4318).











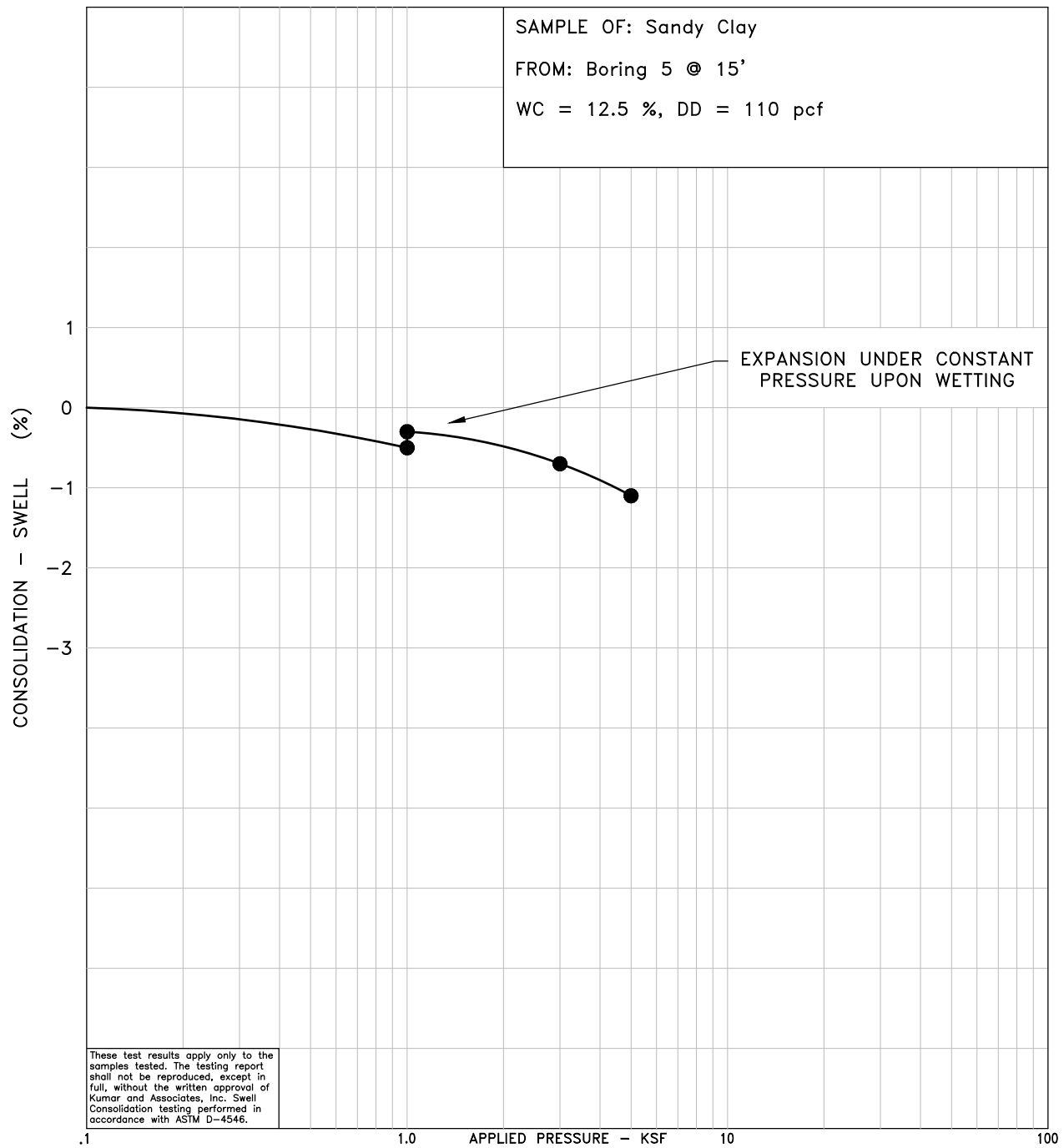


TABLE 1
SUMMARY OF LABORATORY TEST RESULTS

Project No. 22-7-248
Page 1 of 2

SAMPLE LOCATION		NATURAL MOISTURE CONTENT	NATURAL DRY DENSITY	GRADATION		PERCENT PASSING NO. 200 SIEVE	ATTERBERG LIMITS		UNCONFINED COMPRESSIVE STRENGTH		SOIL TYPE
BORING	DEPTH (ft)			GRAVEL (%)	SAND (%)		LIQUID LIMIT (%)	PLASTIC INDEX (%)			
1	2½	12.0	110			79	25	3			Sandy Clayey Silt
	5	7.7	103								Sandy Silt
	15	10.3	108								Sandy Silt
2	5	4.8	107			50					Very Silty Sand with Gravel
	10	10.5	104								Silty Sand
	20	13.4	112			90					Sandy Silt
3	2½	16.3	101			71	27	3			Sandy Clayey Silt
	5	18.6	100								Sandy Silt
	15	11.1	113								Silty Sand
4	5	3.8	99								Sandy Silt
	10	4.8	106			82					Sandy Silt

TABLE 1
SUMMARY OF LABORATORY TEST RESULTS

Project No. 22-7-248
Page 2 of 2

SAMPLE LOCATION		NATURAL MOISTURE CONTENT	NATURAL DRY DENSITY	GRADATION		PERCENT PASSING NO. 200 SIEVE	ATTERBERG LIMITS		UNCONFINED COMPRESSIVE STRENGTH		SOIL TYPE
BORING	DEPTH (ft)			GRAVEL (%)	SAND (%)		LIQUID LIMIT (%)	PLASTIC INDEX (%)			
4	15	9.7	109								Sandy Clay
5	4	18.3	101								Silty Sand
	15	12.5	110								Sandy Clay
	20	11.2	111			89					Sandy Silt

Chad Phillips, Town Planner
Town of Eagle
P.O. Box 609
Eagle, Colorado 81631

Subject: Third Street Parcel (Eagle Valley Elementary & Middle Schools Subdivision)
Drainage Memo

Chad:

Habitat for Humanity Vail Valley (HFHVV) has contracted Yarnell Consulting & Civil Design, LLC (YCCD) to design the grading, drainage, and utility elements of the proposed housing development on an approximately 2.3-acre parcel at the westerly limits of the Eagle Valley Elementary and Middle Schools Subdivision in the town of Eagle. The project is slated to include a shared access driveway, private parking, landscaping, and utilities as part of an eight-duplex, 16-unit development. Per the town of Eagle *Public Works Manual*, new development is to "restrict site drainage to a rate no greater than the historical rate, before development, for the 25-year storm, or shall include development of a storm drainage system to convey runoff water to a site approved by the town."

As shown on the civil engineering drawings, it is proposed to capture runoff from all impervious roof and pavement areas either via below-grade piping and storm sewer structures, or overland via swales. The drainage will then be conveyed to a proposed detention and water quality pond in the southwesterly quadrant of the site. We have run preliminary calculations to confirm the proposed pond is of adequate size. All proposed storm sewer infrastructure will be privately owned and maintained.

We look forward to further discussion regarding this matter over the course of the development permit review. As part of a future grading permit submission, we will provide a drainage report with substantially more information included. If necessary, pipe sizes will be adjusted after completion of a more detailed drainage analysis for the building permit.

Sincerely,



Justin J. Yarnell, PE
Colorado PE Number 47241



To: Planning Commission
From: Peyton Heitzman, Planner, Community Development
Date: October 11, 2022
Re: Determination of Adequacy – Public Facilities Impact Report

The request is for a development permit for 8 duplexes, or 16 dwelling units, located at 747 E 3rd Street. Public facilities impacted by the new development include fire protection services, emergency medical services, public schools, and street facilities. The Applicant has provided a Public Facilities Impact Report (PFIR) with their application, which is included in the 'Project Narrative' and attached to this memo. The purpose of the PFIR is to ensure that there are adequate public facilities to serve the development and that the Town's level of service standards be maintained at the level adopted by the Town.

Per Section 4.14.050, staff must evaluate the proposed development and provide a recommendation as to whether existing (or proposed) public facilities will meet the needs of the community and future residents of the new development. An analysis of each public facility, followed by staff's determination of adequacy, can be found below.

Public Schools - Section 4.14.110

Existing school facilities are intended to serve the residents in the development and that no additional school facilities will be required for the number of students that will be served by the building. Eagle County School District (ECSD) was a referral agency to this application and did not share concerns that this development would significantly impact the level of service in local classrooms.

Fire Protection Services – Section 4.14.120

The new development will be serviced by the existing Greater Eagle Fire Protection District (Fire District) fire station located at 425 E Third Street. The Fire District provided an analysis of the proposal against the level of service standards identified in Chapter 4.14. This letter is included as an attachment to this form.

Emergency Medical Services - Section 4.14.130

Existing emergency medical services are anticipated to serve this development. Level of service is defined by response time of the Eagle County Paramedic Services. Eagle County Paramedic Services has a facility within one (1) mile of the proposed development. Eagle County Paramedic Services has provided a letter (attached) with the assurance that Town level of service standards will be met.

Street Facilities – Section 4.14.140

The development will be accessed from 3rd Street. The Applicant has calculated an anticipated increased trip generation of 117 daily trips from new residents. Due to the limited traffic impact, and with the approval of the Town Public Works Department, no formal traffic impact study has been prepared. Public Works has not requested additional street facilities with this proposal nor expressed concerns about potential impacts to the Town level of service standards.

Staff Recommendation - Summary of Impact/Capacity of Public Facility

Based on the information provided by the Applicant and other public agencies, staff does not anticipate negative impacts and/or a decreased level of service based on the proposal. Existing public facilities should have the capacity to service the proposed development.

04 ADEQUACY OF ADEQUATE PUBLIC FACILITIES

Section 4.14 – Assurance of Public Facilities, of the town code is intended to ensure, among other things, that public facilities are adequate to serve the proposed development and service levels will not diminish below service levels adopted by the Town. Development applications are required to include a Public Facilities Information Report that addresses public schools, fire protection services, emergency medical services, and street facilities.

Public Schools

Local schools that will serve students from this project include Eagle Valley Elementary and Eagle Valley Middle (both immediately adjacent to the site) and Eagle Valley High School in Gypsum.

Based on the housing type that is proposed, its intended occupants, and student generation rates for comparable projects in the western end of Eagle County communities, it is estimated that the project will generate approximately 10 students (K-12). Surrounding schools that will serve the project have capacity to accommodate these students.

Fire Protection Services

The Greater Eagle River Fire Protection District Station Shelton No. 9 Station is located immediately adjacent to the site. The District has provided a letter indicating among other things that response times will be within Town standards, that fire flows are adequate, and that the project will not increase insurance (I.S.O) fire protection classifications within the District. A copy of this letter is provided under separate cover.

Emergency Medical Services

Eagle County Paramedic Services has provided a letter indicating they have no objections to the project for an EMS perspective, that access and turnaround areas are adequate, and response time standards can be met. A copy of this letter is provided under separate cover.

Street Facilities

Based on International Traffic Engineers (ITE) trip generation manual, townhome/duplex units generate on average 7.3 daily trips. 16 townhome units would generate 117 daily trips. Access to and from the site would likely be equally split between 3rd Street to downtown and points west or via 3rd Street to Church Street and Bluffs Road to points east or to Interstate 70.

The same access points described above provide access to the two schools, the Bluffs and Upper Kaibab neighborhoods and many homes south of 3rd and east of Church Street. The incremental traffic from the proposed project will not add appreciably to existing traffic volumes on surrounding streets. Being a small-scale project with limited traffic impact on the local road system, a formal traffic impact analysis has not been prepared.



Emily Peyton, Director of Special Projects
Habitat for Humanity Vail Valley
PO Box 4149
Avon, CO 81620

Thomas A Braun
Braun Associates, Inc
12 Vail Rd, Ste 600
Vail, CO 81657

Ms. Peyton and Mr Braun:

I have reviewed your drawings of the Habitat for Humanity 3rd Street Parcel proposed development.

Eagle County Paramedic Services has no objections to the plan from an EMS ability to serve standpoint. We can continue to meet all applicable response time standards. The proposed roadway and turnaround areas are adequate for all of our vehicles.

If you have any questions or require any additional information, please contact me directly at 970-445-4816.

Sincerely,

Steve Vardaman, Operations Manager

SPV/ipse



Greater Eagle Fire Protection District

PO Box 961 • Eagle, Colorado 81631

Office: 970.328.7244 Fax: 970.328.7280

TO: Emily Peyton
Director of Special Projects
Habitat for Humanity Vail Valley
PO Box 4149
Avon, CO 81620

RE: Adequacy of Public Facilities – Fire Protection
ECSD 3rd Street Campus

Mrs. Peyton,

I have reviewed the site plan of the 3rd Street Campus and the Town of Eagle requirements for fire protection. The Fire District has the following comments regarding level of service (LOS) standards.

- 1) The provisions of the current fire code and other fire protection standards can be met, approved, and are enforceable.
- 2) The Fire District response times will be maintained and will provide first response basic life support (BLS) and automatic external defibrillation (AED) within six (6) minutes.
- 3) The Fire District response times will be maintained and provide rescue services within eight (8) minutes.
- 4) The Fire District and Town of Eagle water supply is capable of providing the fire flows required by the Town of Eagle.
- 5) The Vail Public Safety Communications Center can provide a consistent and adequate emergency dispatching service.
- 6) The approval of this housing development will not increase (worsen) the insurance services organization (I.S.O.) fire protection classification of the Greater Eagle Fire Protection District.

If there are any questions regarding these comments please contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "Randel Q. Cohen", with a long horizontal line extending to the right.

Randel Q. Cohen
Division Chief of Life Safety



3799 HIGHWAY 82 • P.O. BOX 2150
GLENWOOD SPRINGS, COLORADO 81602
(970) 945-5491 • FAX (970) 945-4081

8/18/22

Justin Yarnell
P.O. Box 3901
Eagle, Colorado 81631-3901

RE: Eagle Third St Habitat for Humanity

Dear Justin,

The above mentioned development is within the certified service area of Holy Cross Energy.

Holy Cross Energy has adequate power supply to provide electric power to the development, subject to tariffs, rules and regulations on file. Any power line enlargements, relocations, and new extensions necessary to deliver adequate power to and within the development will be undertaken by Holy Cross Energy upon completion of appropriate contractual agreements and subject to necessary governmental approvals.

Additionally, due to current economic conditions, Holy Cross Energy is not stocking the quantity of construction materials as in past years. If your project is slated for construction this year, please advise us as soon as possible. You will need to enter into agreements with Holy Cross Energy, and pay for the project, sufficiently in advance of construction to avoid possible delays while materials are procured. The currently estimated lead time for procurement of materials is around 12 weeks or longer.

Please advise when you wish to proceed with the development of the electric system for this project.

Sincerely,
Holy Cross Energy

Keith Hernandez
Engineering Department
PO Box 3350
Glenwood Springs, Co. 81602

(970) 947-5439
Email: khernandez@holycross.com

Eagle Third St Habitat for Humanity – 42-53 - W/O N/A

08/17/2022

Attn: Justin Yarnell
Yarnell Consulting & Civil Design, LLC
PO Box 3901
Eagle, CO 81631
Phone: 970.323.7008
Email: justin@theyarnells.com

RE: Third Street Parcel

To whom it may concern:

Your request for facilities to Third Street Parcel is within CenturyLink's serving area and will be provided in accordance with all the rates and tariffs set forth by the Colorado Public Utilities Commission.

Connections to CenturyLink facilities are contingent upon the customer meeting all the requirements of the Utilities tariffs that are in effect for each requested utility service at the time the application for service is made by the customer and formally accepted by CenturyLink. Connection requirements may include provisions for necessary line extensions and/or other system improvements, and payment of all applicable system development charges, recovery agreement charges and other fees or charges applicable to the requested service.

Although CenturyLink diligently seeks to expand its facilities as necessary to meet anticipated growth, CenturyLink services are provided to eligible customers at the time of connection to the facilities on a "first come, first served" basis after acceptance of the customer's application as described above. In certain instances, our facilities and capacities may be limited. Accordingly, no specific allocations or amounts of CenturyLink facilities or supplies are reserved for service to the subject property, and no commitments are made as to the availability of CenturyLink service at future times.

Sincerely,

Jason Sharpe

Senior Field Engineer
970-328-8290

**DECLARATION
FOR
[PROJECT NAME]**

THIS DECLARATION FOR [PROJECT NAME] (this “Declaration”) dated as of _____, 202__, shall be effective upon recordation and is made by Habitat for Humanity Vail Valley, Inc., a Colorado nonprofit corporation (“Declarant”). Declarant is the owner of certain real property in Eagle County, Colorado, more particularly described on Exhibit A attached hereto (“Property”). Declarant hereby makes the following grants, submissions, and declarations:

**ARTICLE 1
IMPOSITION OF COVENANTS**

Section 1.1 Purpose. The purpose of this Declaration is to create a residential planned community (the “Project”) pursuant to the Colorado Common Interest Ownership Act as set forth in Article 33.3, Title 38, Colorado Revised Statutes, within the Property (defined below).

Section 1.2 Intention of Declarant. Declarant desires to (a) protect the value and desirability of the Project, (b) further a plan for the improvement, sales, and planned community ownership of the Project, (c) create a harmonious and attractive residential development within the Project, and (d) promote and safeguard the health, comfort, safety, convenience, and welfare of the owners of units in the Project.

Section 1.3 Development and Use. The number of Units (hereinafter defined) initially subjected to this Declaration is _____ (_____). Notwithstanding the foregoing, additional Units may be created within the Project so that a maximum of sixteen (16) Units may be located within the Project. No additional Units may be established on the Property by subdivision of existing Units or otherwise.

Section 1.4 Declaration. To accomplish the purposes and intentions recited above, Declarant hereby submits the Property, together with all improvements, appurtenances, and facilities relating to or located on the Property now and in the future, to the provisions of the Act, and hereby imposes upon all of the Property, the covenants, conditions, restrictions, easements, reservations, rights-of-way, and other provisions of this Declaration below, and Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved subject to the provisions of this Declaration.

Section 1.5 Covenants Running With the Land. All provisions of this Declaration shall be deemed to be covenants running with the land or equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to the benefit of Declarant, all Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

**ARTICLE 2
DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration, unless inconsistent with the context of this Declaration, shall have the following meanings:

Section 2.1 “Act” means the Colorado Common Interest Ownership Act as set forth in Article 33.3, Title 38, Colorado Revised Statutes, as such Act exists on the date hereof, except to the extent that the applicability of future amendments to the Act are mandatory.

Section 2.2 “Articles” mean the Articles of Incorporation for the Association, currently on file with the Colorado Secretary of State, and any amendments which may be made to those Articles from time to time.

Section 2.3 “Annual Assessment” means the Assessment levied annually.

Section 2.4 “Assessments” means the Annual, Special, and Default Assessments levied pursuant to Article 10 below. Assessments are also referred to as a Common Expense Liability as defined under the Act.

Section 2.5 “Association” means [PROJECT NAME] Association, a Colorado nonprofit corporation, and its successors and assigns. The Association acts through its Executive Board unless a vote of the Owners is otherwise specifically required by this Declaration or by the Articles or Bylaws.

Section 2.6 “Association Documents” means the documents creating and governing the Project including, but not limited to, this Declaration, the Articles and the Bylaws, and any procedures, rules, regulations, or policies adopted under such documents by the Association or the Executive Board.

Section 2.7 “Buildings” means the buildings (including all fixtures and improvements contained within it) comprising the Residences. Each of the Buildings may hereinafter be individually referred to as a “Building.”

Section 2.8 “Bylaws” means the Bylaws adopted by the Association, as amended from time to time.

Section 2.9 “Common Area” means all the real property and improvements thereon, if any, in which the Association owns an interest for the common use and enjoyment of all of the Owners on a non-exclusive basis, or, in the case of Limited Common Area, reserved for use of one or more, but fewer than all, of the Owners, including, without limitation, the internal access driveway serving the Residences and other property designated as “Common Area” and “Limited Common Area” on the Plat. Such interest may include, without limitation, estates in fee, for terms of years, or easements.

Section 2.10 “Common Expenses” means (i) all expenses expressly declared to be common expenses by this Declaration or the Bylaws; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing, or replacing the Common Area and the Exterior Maintenance Area; (iii) insurance premiums for the insurance carried under Article 9; and (iv) all expenses lawfully determined to be common expenses by the Executive Board.

Section 2.11 “Declarant” means Habitat for Humanity of Eagle and Lake Counties, Inc., a Colorado nonprofit corporation, and its successors and assigns. No party other than Habitat for Humanity of Eagle and Lake Counties, Inc. shall exercise the rights and privileges reserved herein to Declarant unless such party shall receive and record in the Office of the Clerk and Recorder of Eagle County, Colorado, a written assignment from Habitat for Humanity of Eagle and Lake Counties, Inc. of all or a portion of such rights and privileges.

Section 2.12 “Declaration” means this Declaration for [PROJECT NAME], together with any supplement or amendment to this Declaration, recorded in the Office of the Clerk and Recorder of Eagle County, Colorado.

Section 2.13 “Default Assessment” means the Assessments levied by the Association pursuant to Section 10.8 below.

Section 2.14 “Director” means a member of the Executive Board.

Section 2.15 “Executive Board” means the governing body of the Association elected to perform the obligations of the Association relative to the operation, maintenance, and management of the Project and all improvements on the Property.

Section 2.16 “Expansion Property” means and refers to that certain real property described on Exhibit B attached to this Declaration and reserved for incorporation into the Project as discussed in Article 19.

Section 2.17 “Exterior Maintenance Area” means the exterior of any Residence, and any portion of the Lot surrounding the Residence, all as more fully described in Section 5.1 below.

Section 2.18 “First Mortgage” means an unpaid and outstanding Mortgage which secures financing for the construction and development of the Project or which encumbers a Unit, and which, in any case, has priority of record over all other recorded liens except those governmental liens made superior by statute (such as general ad valorem tax liens and special assessments).

Section 2.19 “First Mortgagee” means any person named as a mortgagee or beneficiary in any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

Section 2.20 “Function” means any activity, function or service required under this Declaration to be undertaken or performed by the Association as well as any activity, function or service otherwise undertaken or performed by the Association.

Section 2.21 “Limited Common Areas” means those parts of the Common Area which are limited to and reserved for the use of the Owners of one or more, but fewer than all, of the Units as further described in Section 3.6 below, and which may be designated as “Limited Common Area” or “L.C.A.” on the Plat. Porches, decks and/or patios appurtenant to each Unit

but not located on the Lot, if any, shall be deemed Limited Common Areas to the applicable Unit, whether or not so designated on the Plat.

Section 2.22 “Lot” means a plot of land subject to this Declaration and designated as a “Lot” on any subdivision plat of the Property recorded by Declarant in the Office of the Clerk and Recorder of Eagle County, Colorado. Any portion of the Lot outside said building footprint shall be part of the Exterior Maintenance Area and therefore subject to the control of the Association.

Section 2.23 “Management Agreement” means any contract or arrangement entered into for purposes of discharging the responsibilities of the Executive Board relative to the operation, maintenance, and management of the Project.

Section 2.24 “Managing Agent” means a person, firm, corporation, or other entity employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Project.

Section 2.25 “Maximum Rate” shall mean two (2) percentage points greater than that rate of interest charged by a bank (designated from time to time by the Executive Board) to the best commercial customers of the designated bank for short-term loans and identified as the “prime rate” by such bank as of the date on which such Maximum Rate is imposed with respect to any amount payable under this Declaration, or if less, the maximum rate allowed by law.

Section 2.26 “Member” shall mean every person or entity who or that holds membership in the Association.

Section 2.27 “Mortgage” shall mean any mortgage, deed of trust, or other document pledging any Unit or interest therein as security for payment of a debt or obligation.

Section 2.28 “Mortgagee” means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

Section 2.29 “Owner” means any record owner (including Declarant, and including a contract seller, but excluding a contract purchaser), whether a natural person or persons, or an entity, of a fee simple title interest in and to any Unit; excluding, however, any record owner with an interest therein merely as a Mortgagee (unless such Mortgagee has acquired fee simple title interest in the Unit pursuant to foreclosure or any proceedings in lieu of foreclosure).

Section 2.30 “Party Wall” means any common wall adjoining two or more Residences and shall be deemed to include the footings underlying, the portion of the roof over, and the utility lines within a common wall.

Section 2.31 “Plat” means the subdivision plat(s) recorded with respect to the Property that creates any Units, and all supplements and amendments thereto.

Section 2.32 “Project” or “[PROJECT NAME]” shall mean the planned community created by this Declaration, consisting of the Property, the Units, and any other improvements constructed on the Property and as shown on the Plat.

Section 2.33 “Property” means and refers to that certain real property described on Exhibit A attached to this Declaration.

Section 2.34 “Residence” means all improvements, including the residential dwelling unit, constructed on and as part of any Unit.

Section 2.35 “Sharing Ratio” means the percentage allocation of Assessments to which an Owner’s Lot is subject as set forth in Exhibit C attached hereto and made a part hereof.

Section 2.36 “Special Assessment” means an assessment levied pursuant to Section 10.7 below on an irregular basis.

Section 2.37 “Successor Declarant” means any party or entity to whom Declarant assigns any or all of its rights, obligations, or interest as Declarant, as evidenced by an assignment or deed of record executed by both Declarant and the transferee or assignee and recorded in the Office of the Clerk and Recorder of Eagle County, Colorado, designating such party as a Successor Declarant upon such recording, Declarant’s rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.

Section 2.38 “Supplemental Declaration” means an instrument which subjects any part of the Expansion Property to this Declaration, as more fully provided in Article 19 below.

Section 2.39 “Supplemental Map” means a subdivision plat or map which depicts any part of the Expansion Property becoming subject to this Declaration through a Supplemental Declaration, as more fully provided in Article 19 below.

Section 2.40 “Unit” means a Lot, together with all improvements thereon, including a Residence, and all easements and rights-of-way appurtenant thereto. Unit is also referred to as a Unit under the Act.

Each capitalized term not otherwise defined in this Declaration or in the Plat shall have the same meanings specified or used in the Act.

ARTICLE 3

NAME, DIVISION INTO RESIDENTIAL UNITS

Section 3.1 Name. The name of the Project is [PROJECT NAME]. The Project is a Planned Community pursuant to the Act.

Section 3.2 Association. The name of the association is [PROJECT NAME] Association. Declarant has caused the Association to be incorporated under the laws of the State of Colorado as a nonprofit corporation with the purpose of exercising the functions as herein set forth.

Section 3.3 Number of Units. The number of Units submitted to this Declaration is _____ (___). A maximum of sixteen (16) Units may be submitted to this Declaration.

Section 3.4 Identification of Units. The identification number of each Unit is shown as its lot number on the Plat.

Section 3.5 Description of Units.

3.5.1 Each Unit shall be inseparable and may be leased, devised, or encumbered only as a residence.

3.5.2 Title to a Unit may be held individually or in any form of concurrent ownership recognized in Colorado. In case of any such concurrent ownership, each co-owner shall be jointly and severally liable for performance and observance of all the duties and responsibilities of an Owner with respect to the Unit in which he owns an interest. For all purposes herein, there shall be deemed to be only one Owner for each Unit. The parties, if more than one, having the ownership of a Unit shall agree among themselves how to share the rights and obligations of such ownership, but all such parties shall be jointly and severally liable for performance and observance of all of the duties and obligations of an Owner hereunder with respect to the Unit in which they own an interest.

3.5.3 Any contract of sale, deed, lease, Mortgage, will or other instrument affecting a Unit may describe it as Lot __, [INSERT DESCRIPTION] according to the Plat thereof recorded __, 202__, at Reception No. __, and any recorded amendment and supplement thereto, and as defined and described in this Declaration, recorded __, 202__, at Reception No. __, and any recorded amendment and supplement hereto (with applicable recording information inserted herein).

3.5.4 Each Unit shall be considered a separate parcel of real property and shall be separately assessed and taxed. Accordingly, the Common Area shall not be assessed separately but shall be assessed with the Units as provided pursuant to Colorado Revised Statutes Subsections 39-1-103(10) and 38-33.3-105(2).

3.5.5 No Owner of a Unit shall bring any action for partition or division of the Common Area.

Section 3.6 Limited Common Areas.

3.6.1 Use and Enjoyment. Subject to the provisions of this Declaration, every Owner shall have the exclusive right to use and enjoy the Limited Common Areas appurtenant to such Owner's Unit. The Plat shall specify to which Unit or Units each Limited Common Area is allocated.

3.6.2 Porches, Decks and/or Patios. Porches, decks and/or patios appurtenant to each Unit but located outside of the Lot, if any, shall be deemed Limited Common Areas to the applicable Unit, whether or not so designated on the Plat.

Section 3.7 Parking and Vehicles.

3.7.1 All parking spaces located within Common Area shall be subject to regulation and assignment by the Executive Board of the Association pursuant to the rules and

regulations of the Association. The Executive Board of the Association shall promulgate rules and regulations regarding parking in addition to those contained in this Declaration, and shall enforce Owners' compliance with such rules and regulations.

3.7.2 Each Unit shall have three (3) parking spaces located on the Unit and owned by the Owner, consisting of one (1) enclosed garage and two (2) exterior unenclosed driveway parking spaces. Only passenger vehicles are permitted within the Project. Campers, recreational vehicles (RVs), motorhomes, snowmobiles, all-terrain vehicles (ATVs or four-wheelers), boats, trailers, delivery trucks, or any other commercial vehicles may not be stored or parked within [PROJECT NAME] except if wholly enclosed within an Owner's garage. No inoperable vehicles may be stored upon any property within [PROJECT NAME], and no vehicular maintenance shall be permitted except if wholly conducted within an Owner's garage. [CONFIRM]

3.7.3 No vehicle shall be parked in a manner as to impede or prevent access to any part of the Project or to impede or prevent access to any Lot, other than that of the Owner. In addition, no vehicle shall be parked to interfere with snowplowing.

ARTICLE 4

MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS

Section 4.1 The Association. Every Owner of a Unit shall be a Member of the Association. No Owner, whether one or more persons, shall have more than one membership per Unit owned, but all of the persons owning a Unit shall be entitled to rights of membership and of use and enjoyment appurtenant to ownership of a Unit. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 4.2 Transfer of Membership. An Owner shall not transfer, pledge, or alienate his membership in the Association in any way, except upon the sale or encumbrance of his Unit and then only to the purchaser or Mortgagee of his Unit.

Section 4.3 Membership. The Association shall have one (1) category of membership consisting of all Owners. Each Member shall be entitled to vote in Association matters pursuant to this Declaration on the basis of one (1) vote for each Unit owned. Members of the Association may exercise such voting rights subject to and in accordance with the provisions of the Bylaws. All members of the Association shall be entitled to vote on all matters affecting the Project.

Section 4.4 Declarant Control. Notwithstanding anything to the contrary provided for herein or in the Bylaws, Declarant shall be entitled to appoint and remove the members of the Association's Executive Board and officers of the Association to the fullest extent permitted under the Act. The specific restrictions and procedures governing the exercise of Declarant's right to so appoint and remove Directors and officers shall be set out in the Bylaws. Declarant may voluntarily relinquish such power evidenced by a notice executed by Declarant and recorded in the Office of the Clerk and Recorder for Eagle County, Colorado but, in such event, Declarant may at its option require that specified actions of the Association or the Executive Board as described in the recorded notice, during the period Declarant would otherwise be

entitled to appoint and remove Directors and officers, be approved by Declarant before they become effective.

Section 4.5 Fairness Standard. The Executive Board, the officers of the Association and the Association shall have the duty to represent the interests of all Owners in a fair and just manner on all matters. In upholding their duties, the Executive Board, the officers and the Association shall be held in their decisions to the standards of good faith and reasonableness with respect to such matters, taking into account the effect, if any, of the matter on the Project as a whole.

Section 4.6 Owner's and Association's Address for Notices. All Owners of each Unit shall have one and the same mailing address to be registered with the Association and used by the Association or other Owners for notices, demands, and all other communications regarding Association matters. The Owner or Owners of a Unit shall furnish such address to the Secretary of the Association within five (5) days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized by law to represent the interests of all Owners of the Unit. Notwithstanding the foregoing, the Association shall be entitled to rely upon any such registration or other notice of a change in address of the Owners of the Unit which is signed by less than all of the Owners of such Unit.

If no address is registered or if all of the Owners cannot agree, then the address set forth in the deed to the Unit shall be deemed their registered address until another registered address is furnished as required under this Section.

Any notice delivered to a First Mortgagee in accordance with the terms of this Declaration shall be sent to the address for such party specified in the First Mortgage unless the First Mortgagee notifies the Association in writing of a different address.

All notices and demands intended to be served upon the Executive Board or the Association shall be sent to the registered address of the Association on record from time to time in the office of the Colorado Secretary of State.

All notices given in accordance with this Section shall be sent by personal delivery, which shall be effective upon receipt; by overnight courier service, which shall be effective one business day following timely deposit with the courier service; or regular, registered or certified mail, postage prepaid, which shall be effective three (3) days after deposit in the U.S. mail.

ARTICLE 5

MAINTENANCE, PARTY WALLS, LANDSCAPING AND SPECIAL EASEMENT

Section 5.1 Maintenance. In order to maintain a uniform appearance and a high standard of maintenance within the Project, the Association shall maintain the Common Area (including the Limited Common Areas) and the Exterior Maintenance Area, as more fully set forth below. The Association shall be responsible for the repair, maintenance, and replacement of any solar panels and the street improvements comprising the common access drive for the Project. In addition, the Project will have common irrigation lines which shall be maintained by the Association, and the costs of providing irrigation to each Unit shall be a Common Expense.

5.1.1 Residence Exteriors. Subject to the insurance responsibilities set forth in Article 9 below, the Association shall maintain the exterior of all Residences and the Exterior Maintenance Area, which shall include but shall not be limited to, painting and/or staining of the exterior (including decks and porches), painting and/or staining of all walls, fences and gates, if any, and roof maintenance and repair (including snow and ice removal), unless any of the foregoing are covered by an Owner's insurance. The Association shall have the sole discretion to determine the time and manner in which such maintenance shall be performed as well as the color or type of materials used to maintain the Residences. The Owner shall be responsible for the repair or replacement of broken window panes and all other exterior maintenance and repairs that are not otherwise a responsibility of the Association. In the event insurance proceeds under Article 9 are payable to an Owner but the maintenance responsibility of the area to which such proceeds relate is the Association's, the Association shall complete any such repair or replacement at the Owner's cost.

5.1.2 Landscaping, Sidewalks and Driveway. The Association shall maintain landscaping within the Common Area and the Exterior Maintenance Area. Such maintenance shall include the sidewalks and walkways, common parking areas, access drives, and the driveways within the Project. The maintenance provided under this Section shall include snow removal services, except that the Association may require the Owners to remove snow and ice from their individual driveways and walkways, in its discretion. The Association shall provide all irrigation to landscaping within the Common Area and the Exterior Maintenance Area, and shall provide all other utilities necessary for the maintenance and upkeep of such landscaping. The Association shall repair, maintain and replace, as necessary, as determined by the Declarant and/or Executive Board. The maintenance provided under this Section shall be performed at such time and in such a manner as the Association shall determine.

Section 5.2 Special Easement. The Association and the Executive Board and their respective representatives are hereby granted a nonexclusive easement to enter upon and use the Exterior Maintenance Area roofs, and all areas reasonably necessary and practical to access the roof and/or any solar panels thereon, as may be necessary or appropriate to perform the duties and functions which they may be obligated or permitted to perform pursuant to this Article 5. The Association and the Executive Board and their respective representatives are further granted a nonexclusive easement to enter upon and use the Lots as reasonable, necessary and practical to access any rockfall mitigation areas, improvements and fencing related thereto, for the purpose of rock removal, repairs, maintenance and replacement, as applicable, thereto.

Section 5.3 Maintenance Contract. The Association or Executive Board may employ or contract for the services of an individual or maintenance company to perform certain delegated powers, functions, or duties of the Association to maintain the Common Area and the Exterior Maintenance Area. The employed individual or maintenance company shall have the authority to make expenditures upon prior approval and direction of the Executive Board. The Executive Board shall not be liable for any omission or improper exercise by the employed individual or maintenance company of any duty, power, or function so delegated by written instrument executed by or on behalf of the Executive Board.

Section 5.4 Owner's Responsibility. Except as set forth below, an Owner shall be responsible for maintaining all portions of the Owner's Unit. Notwithstanding the foregoing sentence, the Owner shall not be responsible for maintaining those portions of the Exterior Maintenance Area to be maintained by the Association as described in Section 5.1 above. All service lines and other utilities installed and serving only that Unit shall be maintained and kept in repair by the Owner of that Unit and such water or utility services shall be the expense of such Owner. To the extent said water or utility service lines require maintenance or repair and the same is located on or under the Property, except on or under its designated service Lot, such Owner shall obtain written permission and oversight by the Association for the same, shall comply with any rules and regulations related thereto, and shall return the Property to its original condition prior to the repair or maintenance at its expense. The Association shall have the right and power to prohibit on a Unit any storage or other activities deemed unsafe, unsightly, unreasonably noisy or otherwise offensive to the senses and perceptible from another Unit or the Common Area. No Owner shall make any addition or other alteration to any portion of the Exterior Maintenance Area without the written consent of the Executive Board.

Section 5.5 Owner's Failure to Maintain or Repair. In the event that a Unit and the improvements thereupon are not properly maintained and repaired, and if the maintenance responsibility for the unmaintained portion of the Unit lies with the Owner of the Unit, or in the event that the improvements on the Unit that are insured by the Owner are damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after notice to the Owner and with the approval of the Executive Board, shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit and the buildings and other improvements thereon to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Unit, upon demand. All unreimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with Article 10 of this Declaration.

Section 5.6 Party Walls.

5.6.1 The cost of reasonable repair and maintenance of a Party Wall shall be a joint expense of the Owners of the Residences sharing such Party Wall and each such Owner shall have a perpetual easement in and to that part of the Property on which the Party Wall is located, for Party Wall purposes, including maintenance, repair, and inspection. No Owner shall alter or change the Party Wall in any manner, interior decoration excepted, and the Party Wall shall always remain in the same location as when erected.

5.6.2 In the event of damage or destruction of a Party Wall from any cause, other than the negligence or willful misconduct of an Owner, the then Owners of the Residences sharing such Party Wall shall bear equally the expense to repair or rebuild said wall to its previous condition, which specifically includes the previous sound transmission coefficient and fire rating, and such Owners, their successors and assigns shall have the right to the full use of said wall so repaired and rebuilt. If an Owner's negligence or willful misconduct shall cause damage to or destruction of said wall, such negligent party shall bear the cost of repair and reconstruction to the extent such Owner's negligence caused such damage.

5.6.3 The Association and each of the Owners sharing a Party Wall shall have the right to break through the Party Wall for the purpose of repairing or restoring sewage and water lines, utilities, and structural components, subject to the obligation to restore said wall to its previous structural condition, which specifically includes the previous sound transmission coefficient and fire rating, and the payment to the adjoining Owner of any damage caused thereby. Adjoining Owners shall have the right to make use of the Party Wall provided such use shall not impair the structural support, the sound transmission coefficient or the fire rating of the Party Wall.

ARTICLE 6 ASSOCIATION DUTIES, RIGHTS AND PRIVILEGES

Section 6.1 Association Management Duties. Subject to the rights and obligations of Declarant and other Owners as set forth in this Declaration, the Association shall be responsible for the administration and operation of the Project and for the exclusive management, control, maintenance, repair, replacement, and improvement of the Common Area (including the Limited Common Areas) and the Exterior Maintenance Area (including facilities and equipment related thereto such as, but not limited to, landscape irrigation improvements and storm drainage improvements), and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. The expenses, costs, and fees of such management, operation, maintenance, and repair by the Association shall be part of the Assessments, and, subject to the budget approval procedures of Section 10.3 below, prior approval of the Owners shall not be required in order for the Association to pay any such expenses, costs, and fees.

Section 6.2 Reserve Account. The Association shall establish and maintain, as part of its budget and out of the installments of the annual Assessments, adequate reserve accounts for maintenance, repair, or replacement of any portion of the Common Area or the Exterior Maintenance Area that must be maintained, repaired and/or replaced on a periodic basis.

Section 6.3 Owner's Negligence. In the event that the need for maintenance, repair, or replacement of all or any portion of the Common Area or the Exterior Maintenance Area is caused through or by the negligent or willful act or omission of an Owner, or by any member of an Owner's family, or by an Owner's guests, invitees, or tenants, then the expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Owner. If the Owner fails to repay the expenses incurred by the Association within seven (7) days after notice to the Owner of the amount owed, then the failure to so repay shall be a default by the Owner under the provisions of this Section, and such expenses shall automatically become a Default Assessment determined and levied against such Unit, enforceable by the Association in accordance with Article 10 below.

Section 6.4 Delegation of Management and Maintenance Duties. The Executive Board may delegate all or any part of its powers and duties to a Managing Agent; however, the Executive Board, when so delegating, shall not be relieved of its responsibilities under this Declaration.

Section 6.5 Acquiring and Disposing of Personal Property. The Association may acquire, own, and hold for the use and benefit of all Owners tangible and intangible personal property, and may dispose of the same by sale or otherwise. Each Owner may use such personal property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of other Owners.

Section 6.6 Right to Make Rules and Regulations. The Association Documents establish a framework of affirmative and negative covenants, easements, and restrictions that govern the Project. Within that framework, the Executive Board and the Owners must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology. Therefore, this Section establishes procedures for modifying and expanding the initial rules and regulations for the Association. This Section is not intended to apply to rules and regulations relating to use and operation of the Common Area which the Executive Board may adopt by resolution, nor to administrative policies which the Executive Board may adopt to interpret, define or implement the rules and regulations. At the request of any Owner, the Association will provide, without cost, a copy of the then current rules and regulations.

6.6.1 The Association shall be authorized to and shall have the power to adopt, amend and enforce rules and regulations applicable within the Project with respect to any Unit, Common Area or function of the Association, and to implement the provisions of this Declaration, including but not limited to, rules and regulations to prevent or reduce fire hazard; to prevent disorder and disturbances of the peace; to regulate animals; to regulate signs; to regulate the number and type of pets that may be housed within a Unit; to regulate use of any and all Common Area to assure fullest enjoyment of use; to promote the general health, safety and welfare of persons residing in or visiting the Project; and to protect and preserve property and property rights. All rules and regulations shall comply with the Association Documents.

6.6.2 Subject to the terms of this Section 6.6 and the Executive Board's duty to exercise business judgment and reasonableness on behalf of the Association and the Owners, the

Executive Board may modify, cancel, limit, create exceptions to, or expand the rules and regulations of the Association. The Executive Board shall send notice to all Owners concerning any proposed action at least fifteen (15) days prior to an Executive Board meeting at which such action is to be considered. Owners shall have a reasonable opportunity to be heard at an Executive Board meeting prior to such action being taken. Any amendment of or addition to the rules and regulations may be made by a majority of the Directors.

6.6.3 Owners may cancel changes to the rules and regulations approved by the Executive Board or may modify, cancel, limit, create exceptions to, or expand any other rules and regulations, upon the affirmative vote of more than sixty-seven percent (67%) of all Owners at a special meeting of the Owners called for that purpose. If the Executive Board receives a petition, signed by the number of Owners necessary to call a special meeting, for the purpose of voting on changes to the rules and regulations proposed by the Executive Board, the proposed changes will be ineffective until after such meeting is held and will be subject to the outcome of such meeting.

6.6.4 Except as may be set forth in this Declaration (either initially or by amendment) or in the initial rules and regulations of the Association, all rules and regulations shall comply with the following provisions:

6.6.4.1 The rules and regulations shall be reasonable and shall be uniformly applied.

6.6.4.2 The rights of Owners to display religious and holiday signs, symbols, and decorations on or inside their Units of the kinds normally displayed in or on similar properties, shall not be abridged except that the Association may adopt time, place and manner restrictions with respect to displays visible from outside the Unit. No rules shall regulate the content of political signs; however, rules may regulate the time, place and manner of posting such signs (including design criteria).

6.6.4.3 No rule shall interfere with the Owners' freedom to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair use of the Common Area.

6.6.4.4 No rule shall interfere with the activities carried on within the confines of any Unit, except that the Association may prohibit activities not normally associated with property restricted to residential use. The Association may also restrict or prohibit any activities that create monetary costs for the Association or other Units, that generate excessive noise, traffic or parking impacts, that create unsightly conditions visible outside the Unit, or that create an unreasonable source of annoyance.

6.6.4.5 No rule shall alter the allocation of financial burdens among the various Units or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally

applicable rules for use of Common Area or from denying use privileges to those who are delinquent in paying Assessments, abuse the Common Area, or violate the Association Documents. This provision does not affect the right to increase the amount of Assessments as provided in Article 10.

6.6.4.6 No rule shall require an Owner to dispose of personal property that was in a Unit prior to adoption of such rule if such personal property was in compliance with all rules previously in force. This exemption shall apply only during the period of such Owner's ownership of the Unit, and shall not apply to subsequent Owners who take title to the Unit after adoption of the rule.

6.6.4.7 No rule or action by the Association shall unreasonably impede Declarant's right to develop the Project and market and sell Units.

The limitations in Sections 6.6.4.1 through 6.6.4.7 shall only limit rulemaking authority exercised under this Section and shall not apply to amendments to this Declaration adopted in accordance with Article 19.

Section 6.7 Enforcement of Association Documents. Subject to the provisions of Article 18, the Association or any aggrieved Owner may take judicial action against any Owner to enforce compliance with the rules and regulations of the Association and with the other provisions of the Association Documents to obtain damages for noncompliance or for injunctive relief, or both, all to the extent permitted by law. The Executive Board may also impose sanctions for any noncompliance with the Association Documents. Such sanctions that may be imposed by the Executive Board shall include, without limitation:

6.7.1 Imposing reasonable monetary fines which shall constitute a lien upon the violator's Unit;

6.7.2 Suspending an Owner's right to vote on Association matters;

6.7.3 Suspending any person's right to use the Common Area and all facilities contained therein; provided however, nothing herein shall authorize the Executive Board to limit ingress to or egress from a Unit;

6.7.4 Suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any Assessment or other charge owed to the Association;

6.7.5 Exercising self-help or taking action to abate any violation of the Association Documents in a non-emergency situation;

6.7.6 Requiring an Owner, at the Owner's own expense, to remove any structure or improvement on such Owner's Unit in violation of the Association Documents and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Executive Board or its designee shall have the right to enter the Unit, remove the violation and restore the Unit to

substantially the same condition as previously existed and any such action shall not be deemed a trespass;

6.7.7 Levying Default Assessments to cover costs incurred by the Association to bring a Unit into compliance with the Association Documents.

6.7.8 In addition, the Executive Board may take the following enforcement procedures, in compliance with applicable laws, to ensure compliance with the Association Documents without the necessity of compliance with the procedures set forth in the Bylaws or Article 18:

6.7.8.1 Exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles from the Common Area that are in violation of parking rules and regulations); or

6.7.8.2 Bringing suit at law or equity to enjoin any violation or to recover monetary damages or both.

6.7.9 All remedies set forth in the Association Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Association Documents, if the Association prevails, it shall recover all costs, including attorneys' fees, expenses and court costs, reasonably incurred in such action, and such costs shall be included in the award at trial.

6.7.10 The decision to pursue enforcement action in any particular case shall be left to the Executive Board's discretion, except that the Executive Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Executive Board may determine that, under the circumstances of a particular case:

6.7.10.1 The Association's position is not strong enough to justify taking any or further action;

6.7.10.2 The covenant, restriction or rule being enforced is, or is likely to be construed as, unenforceable or inconsistent with applicable law;

6.7.10.3 Although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

6.7.10.4 That it is not in the Association's best interests, based upon hardship, expense or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed a waiver of the Association's right to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, rule or regulation.

Section 6.8 Identity of Executive Board and Managing Agent. From time to time, but no less frequently than annually, the Association shall deliver to each Owner a notice containing the names and addresses of the members of the Executive Board and the Managing Agent, if any.

Section 6.9 Payments to Working Capital Account. In order to provide the Association with adequate working capital funds, the Association may in the future assess to create a working capital fund. The Association shall maintain the working capital funds to meet unforeseen expenditures or to acquire additional equipment or services in connection with the Common Area and the Exterior Maintenance Area for the benefit of the members of the Association, subject to the budget approval procedures of Section 10.3 below. Such payments to this fund shall not be considered advance payments of Annual Assessments. If assessed, the initial working capital contribution shall be returned to each Owner upon the sale of his Unit, provided that the purchaser of the Unit has contributed the required working capital to the Association.

Section 6.10 Implied Rights of the Association. Except to the extent limited by the terms and provisions of this Declaration, the Association may exercise any and all other rights or privileges given to it by this Declaration or given to it by law and shall have and may exercise every other right, privilege, power and authority necessary or desirable to fulfill its obligations under this Declaration, including without limitation the rights to:

6.10.1 adopt and amend the Bylaws and rules and regulations of the Association;

6.10.2 adopt and amend budgets for revenues, expenditures and reserves and collect assessments, including without limitation Assessments for Common Expenses, from Owners;

6.10.3 hire and terminate Managing Agents and other employees, agents and independent contractors. The Executive Board shall expressly enumerate any authority granted to such Managing Agent or other employees, agents and independent contractors and any action requiring prior approval of the Executive Board in a written instrument, which shall be duly executed by such Managing Agent or other employee, agent and independent contractor. The Executive Board shall not be liable for any omission or improper exercise by a Managing Agent of any duty, power or function so delegated by written instrument executed by or on behalf of the Executive Board;

6.10.4 institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting [PROJECT NAME];

6.10.5 regulate the construction, reconstruction and alteration of any improvements located or to be located on the Property;

6.10.6 make contracts and incur liabilities;

6.10.7 regulate the use, improvement, maintenance, repair, replacement and modification of the Common Area and the Exterior Maintenance Area;

6.10.8 acquire, hold, encumber and convey in its own name any right, title or interest in real or personal property;

6.10.9 impose and receive charges for late payments of Assessments, recover reasonable attorney's fees and disbursements and other costs of collection for Assessments and other actions to enforce the rights of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines and penalties for violations of the Association Documents;

6.10.10 impose and receive reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;

6.10.11 provide for the indemnification of the Association's officers and Directors and maintain Directors' and officers' liability insurance;

6.10.12 assign its right to future income, including without limitation, its right to receive Assessments;

6.10.13 obtain and pay for legal, accounting and other professional services;

6.10.14 perform any Function by, through or under contractual arrangements, licenses, or other arrangements with any governmental, quasi-governmental or private entity as may be necessary or desirable; and

6.10.15 enjoy and exercise any other power or authority which similar associations may now or hereafter enjoy or exercise in the State of Colorado.

Section 6.11 Books and Records of the Association. The Executive Board and/or the Managing Agent, as the case may be, shall keep detailed, accurate records of the receipts and expenditures affecting the Common Areas and shall maintain such other books and records as may be required under the Act. An Owner or his or her agent is entitled to inspect and copy records identified in this Declaration upon written demand delivered at least ten (10) days before the date on which an Owner wishes to inspect and copy any of the records during regular business hours at the Association's office, or at the next regularly scheduled meeting if such meeting occurs within thirty (30) days after the request. The Association may impose a reasonable charge, covering the costs of labor and material, for copies of the documents provided. The charge may not exceed the estimated cost of production and reproduction of the records. Owners entitled to inspect these records must also meet the following requirements: (a) the demand must be made in good faith; (b) the Owner must describe with reasonable particularity the purpose and the records the Owner desires to inspect; and (c) the records must not be used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election held by the Association; used for any commercial purpose, sold to, otherwise distributed to, or purchased by any person; used for any purpose prohibited by law; or used for any purpose not related to the requesting Owner's interest as an Owner. The rights set forth herein may not be abolished or limited by the Articles of Incorporation or the Bylaws.

Section 6.12 LIMITATION OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING THE DUTY OF THE ASSOCIATION TO MAINTAIN AND REPAIR THE COMMON AREA AND THE EXTERIOR MAINTENANCE AREA, AND EXCEPT TO THE EXTENT COVERED BY ASSOCIATION INSURANCE AS DESCRIBED IN ARTICLE 9, THE ASSOCIATION SHALL NOT BE LIABLE TO OWNERS FOR INJURY OR DAMAGE, OTHER THAN FOR THE COST OF MAINTENANCE AND REPAIR, CAUSED BY ANY LATENT CONDITION OF THE COMMON AREA OR THE EXTERIOR MAINTENANCE AREA TO BE MAINTAINED AND REPAIRED BY THE ASSOCIATION OR CAUSED BY THE ELEMENTS OR OTHER OWNERS OR PERSONS.

ARTICLE 7 MECHANIC'S LIENS

Section 7.1 No Liability. If any Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon, no Owner of any other Unit shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his Unit. Nothing herein contained shall authorize any Owner or any person dealing through, with or under any Owner to charge the Common Area or any Unit other than such Owner's Unit with any mechanic's lien or other lien or encumbrance whatever. On the contrary (and notice is hereby given), the right and power to charge any lien or encumbrance of any kind against the Common Area or against any Owner or any Owner's Unit for work done or materials furnished to any other Owner's Unit is hereby expressly denied.

Section 7.2 Indemnification. If, because of any act or omission of any Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Area or against any other Owner's Unit or an Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorneys' fees resulting therefrom.

Section 7.3 Association Action. Labor performed or materials furnished for the Common Area, if duly authorized by the Association in accordance with this Declaration or the Bylaws, shall be deemed to be performed or furnished with the express consent of each Owner and shall be the basis for the filing of a lien pursuant to law against the Common Area. Any such lien shall be limited to the Common Area and no lien may be recorded against an individual Unit or Units.

ARTICLE 8 PROPERTY RIGHTS OF OWNERS AND RESERVATIONS BY DECLARANT

Section 8.1 Owners' Easements. Every Owner has a right and easement of enjoyment in and to the Common Area and an easement for water, utility and sewer service lines across the Common Area or other Lots (to the extent originally installed by Declarant) necessary to provide such service to such Owner's Unit, which shall be appurtenant to and shall pass with the title to every Unit subject to the provisions contained herein. Every Owner shall have a right of access to and from his Unit over and across the Common Area.

Section 8.2 Recorded Easements. The Property shall be subject to all easements as shown on the Plat affecting the Property and to any other easements and licenses of record or of use as of the date of recordation of this Declaration. In addition, the Property is subject to those easements set forth in this Article 8, as well as to any easements for water, utility and sewer service lines necessary to provide such service to any or all of the Units within the Project, and any easements for irrigation lines necessary to provide irrigation to all landscaping within the Exterior Maintenance Area of each Unit and the Common Area, to the extent such easements are not already included on a recorded plat for the Project.

Section 8.3 Declarant's Rights Incident to Construction and Marketing. Declarant, for itself and its successors and specific assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Property and the right to store materials on the Property and to make such other use of the Property as may be reasonably necessary or incident to the complete construction and sale of the Project, including, but not limited to, construction trailers, temporary construction offices, sales offices, and directional and marketing signs; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access by any Owner, or family members, guests, tenants, or invitees of any Owner. Declarant, for itself and its successors and specific assigns, hereby retains a right to maintain any Unit or Units as sales offices, management offices, or model residences so long as Declarant, or any Successor Declarant, continues to own, lease, or control a Unit. The use by Declarant of any Unit as a model residence, office, or other use shall not affect the Unit's designation on the Plat as a separate Unit.

Section 8.4 Other Easements.

8.4.1 Each Unit shall be subject to an easement for encroachments created by construction, settling and overhang, previously existing or as designed and constructed by Declarant or as a result of any addition or improvement pursuant to this Declaration including, without limitation, any patios and decks encroaching into the Common Area and any berm(s) encroaching onto a Lot resulting from rockfall mitigation. A valid easement for such encroachments and for the maintenance of same, so long as they exist, shall and does exist. In the event any improvement is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments of parts of the adjacent Unit due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the improvements shall stand.

8.4.2 Each Unit is subject to a blanket easement for support and a blanket easement for the maintenance of the structures or improvements presently situated, or to be built in the future, on the Units.

8.4.3 There is hereby created a blanket easement upon, across, over, in and under the Property for the benefit of the Units and the structures and improvements situated thereon, including the Party Walls, for ingress and egress, installation, replacing, repairing and maintaining a common landscape irrigation system and common fire safety system, if any, and all utilities, including, but not limited to, water, sewer, storm sewer, gas, telephone, cable television and electricity. Said blanket easement includes future utility services not presently available to the Units which may reasonably be required in the future. By virtue of this easement, it shall be expressly permissible for Declarant or the companies providing utilities to erect and maintain the necessary equipment on any of the Units and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the improvements, all in a manner customary for such lines and equipment in the area surrounding the Property, subject to approval by the Association as to locations.

Section 8.5 Blanket Utility Easement Area. Declarant hereby grants, reserves and declares a perpetual non-exclusive easement and perpetual right of ingress and egress over, under, upon, above, across and through all of the Property (the "Blanket Utility Easement Area"), for the benefit of Declarant, Declarant's affiliates (defined as persons or entities controlling, controlled by or under common control with Declarant), Declarant's successors and specific assigns, the Association and its successors and assigns, and any public or quasi-public utility or governmental or quasi-governmental agency, authority or entity to which Declarant may grant, delegate or dedicate all or any portion of its rights hereunder and their respective officers, agents, employees, and assigns, for the purposes of (i) construction, operation, maintenance, repair and/or replacement (and access to said facilities for such purposes) of water, sewer, gas, electric, irrigation, telephone, cable television and/or other utility systems and drainage systems, including, without limitation, underground utility lines, above-ground utility lines, meter boxes, vaults, transformers, pump stations and other facilities related to the provision of any of such utility services, and storm drainage facilities and ditches, (ii) for the drainage of water from other lands, and (iii) for the ingress and egress of construction and maintenance vehicles and equipment, whether or not relating to the utilities and facilities described herein. The grant, reservation and declaration of this Blanket Utility Easement shall not obligate Declarant to construct any or all of the aforementioned utilities, nor is this easement limited to utilities which benefit one or more of the Units. Should any entity furnishing a service covered by the general easement granted herein request a specific easement by separate recordable document, Declarant shall have the right to grant such easement over the Blanket Utility Easement Area without conflicting with the terms hereof and regardless of the record title holder of the respective Unit.

Section 8.6 Reservation for Expansion. Declarant hereby reserves to itself and the Association and/or for Owners in all future phases of the Project an easement and right-of-way over, upon and across the Property for construction, utilities, drainage, irrigation, and ingress to and egress from the Expansion Property, and other properties abutting and contiguous to the Property and the Expansion Property, and for use of the Common Area as may be reasonably

necessary or incident to the construction of improvements on the Units or other improvements on the Property or the Expansion Property; provided, however, that no such rights shall be exercised by Declarant in a way which unreasonably interferes with the occupancy, use, enjoyment, or access to the Project by the Owners. The location of these easements and rights-of-way may be made certain by Declarant or the Association by instruments recorded in the Office of the Clerk and Recorder, Eagle County, Colorado.

Section 8.7 General Maintenance Easement. An easement is hereby reserved to Declarant, and granted to the Association, and any member of the Executive Board or the Managing Agent, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Property and a right to make such use of the Property as may be necessary or appropriate to make emergency repairs, to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Association Documents, or to exercise its rights under Article 5 and Article 6 above, including the right to enter upon any Unit for the purpose of performing maintenance to the Exterior Maintenance Area or to the water, utility or sewer service lines or irrigation lines, as set forth in Article 5 and Article 6 above.

Section 8.8 Association as Attorney-in-Fact. Each Owner, by his acceptance of a deed or other conveyance vesting in him an interest in a Unit, does irrevocably constitute and appoint the Association and/or Declarant with full power of substitution in the Owner's name, place and stead to deal with Owner's interest in order to effectuate the rights reserved by Declarant or granted to the Association, as applicable, with full power, right and authorization to execute and deliver any instrument affecting the interest of the Owner and to take any other action which the Association or Declarant may consider necessary or advisable to give effect to the provisions of this Article and this Declaration generally. If requested to do so by the Association or Declarant, each Owner shall execute and deliver a written, acknowledged instrument confirming such appointment.

Section 8.9 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area to the members of his family, his tenants, guests, licensees, and invitees, but only in accordance with and subject to the limitations of the Association Documents.

Section 8.10 Reservation of Easements, Exceptions, and Exclusions. Each of Declarant and the Association is hereby granted the right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the Common Area, for purposes including, but not limited to, streets, paths, walkways, drainage, recreation areas, common parking areas and the driveway, ducts, shafts, flues, and conduit installation areas, to create other reservations, exceptions, and exclusions with respect to the Common Area for the best interest of all the Owners and the Association and to assign its right to future income, including the right to receive Assessments.

Section 8.11 Emergency Access Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.

Section 8.12 Governmental Requirements. Declarant hereby reserves the right to grant such easements, from time to time, as may be required by any government agency. Such

easements shall specifically include, but not be limited to, any public rights-of-way and any environmental easements required by federal, state or local environmental agencies, for so long as the Declarant holds an interest in any Unit subject to this Declaration.

Section 8.13 Drainage Easement. An easement is hereby reserved to Declarant and its successors and assigns and granted to the Association and its officers, agents, employees, successors, and assigns to enter upon, across, over, in, and under any portion of the Project for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage of water on the Property.

Section 8.14 Declarant Easements. Declarant reserves unto itself, its successors, assigns, lessees, guests, licensees and invitees, for so long as it holds any interest in any Unit, the same easement rights granted to Owners under this Declaration and specific easement rights over and across the Property as it may deem necessary for its use from time to time.

ARTICLE 9 INSURANCE AND FIDELITY BONDS

Section 9.1 General Insurance Provisions. The Association shall maintain, to the extent reasonably available:

9.1.1 Property insurance on the Common Area for special form covered causes of loss; except that the total amount of insurance must be not less than the full insurable replacement costs of the insured property less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, paving areas, landscaping and other items normally excluded from property policies. Such insurance shall cover all insurable improvements located on or constituting part of the Common Area, if any.

9.1.2 Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Area, the Exterior Maintenance Area and the Association, in an amount deemed sufficient in the judgment of the Executive Board, insuring the Executive Board, the Association, the Managing Agent, and their respective employees, agents, and all persons acting as agents. Declarant shall be included as an additional insured in Declarant's capacity as an Owner and Executive Board member. The Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Area and the Exterior Maintenance Area. The insurance shall cover claims of one or more insured parties against other insured parties.

9.1.3 Physical damage insurance for all Units, except that each Owner may be required to obtain and maintain such insurance pursuant to Section 9.12 below. Such insurance shall cover the full replacement value of the Units, less applicable deductibles, at the time the insurance is purchased and at each renewal date, exclusive of those items normally excluded from property policies. The insurance coverage shall include, unless the Executive Board directs otherwise, fixtures and carpet initially installed in the Units and replacements thereof up to the value of those initially installed by Declarant, but not including furniture, wall coverings, improvements, additions or other personal property supplied or installed by an Owner, all such

insurance covering the interests of the Owners and their Mortgagees as their respective interests may appear. The Executive Board may obtain this insurance upon such terms and conditions as it deems advisable. Prior to obtaining any policy of physical damage insurance or any renewal thereof, and at such other intervals as the Executive Board may deem advisable, the Executive Board may, but shall not be obligated to, obtain an appraisal from an insurance company, or such other source as the Executive Board may determine, of the then-current replacement cost of the Residences (exclusive of the land, excavations, foundations and other items normally excluded from such coverage) subject to insurance carried by the Association, without deduction for depreciation, for the purpose of determining the amount of physical damage insurance to be secured.

9.1.4 The Association may carry such other and further insurance that the Executive Board considers appropriate, including insurance on Units that the Association is not obligated to insure to protect the Association or the Owners.

Section 9.2 Cancellation. If the insurance described in Section 9.1 is not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy therefore having been obtained, the Association promptly shall cause notice of that fact to be delivered to all Owners.

Section 9.3 Policy Provisions. Insurance policies carried pursuant to Section 9.1 must provide that:

9.3.1 Each Owner is an insured person under the policy with respect to liability arising out of such Owner's membership in the Association;

9.3.2 The insurer waives its rights to subrogation under the policy against any Owner or member of his household;

9.3.3 No act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

9.3.4 If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

Section 9.4 Insurance Proceeds. Any loss covered by the property insurance policy described in Section 9.1 must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interests may appear. Subject to the provisions of Section 9.7 below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Declaration is terminated.

Section 9.5 Association Policies. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to property, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration all or any equitable portion of the deductibles paid by the Association.

Section 9.6 Insurer Obligation. An insurer that has issued an insurance policy for the insurance described in Section 9.1 shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or Mortgagee. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association and to each Owner and Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last-known addresses.

Section 9.7 Repair and Replacement.

9.7.1 Any portion of the Property for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

9.7.1.1 The regime created by this Declaration is terminated;

9.7.1.2 Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

9.7.1.3 Sixty-seven percent (67%) of the Owners and all directly adversely affected Owners agree in writing not to rebuild; or

9.7.1.4 Prior to the conveyance of any Unit to a person other than Declarant, the Mortgagee holding a deed of trust or mortgage on the damaged portion of the Common Area rightfully demands all or a substantial part of the insurance proceeds.

9.7.2 The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Common Area is not repaired or replaced, the insurance proceeds attributable to the damaged Common Area must be used to restore the damaged area to a condition compatible with the remainder of the Project and except to the extent that other persons will be distributees, the insurance proceeds must be distributed to all the Owners or Mortgagees, as their interests may appear in proportion to the Sharing Ratios of all the Units.

Section 9.8 Common Expenses. Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses.

Section 9.9 Fidelity Insurance. Fidelity bonds shall be maintained by the Association to protect against dishonest acts on the part of its officers, directors, trustees, and employees and on the part of all others who handle or are responsible for handling the funds belonging to or

administered by the Association in an amount not less than two (2) months' current Assessments plus reserves as calculated from the then-current budget of the Association. The Association must also secure and maintain, or require to be secured or maintained by any parties handling the collection, deposit, transfer, or disbursement of Association funds, fidelity insurance with aggregate coverage of not less than two (2) months' assessments plus reserves as calculated from the then-current budget of the Association; provided, however, in no event shall the coverage for third parties handling the collection, deposit, transfer, or disbursement of Association funds be less than \$50,000. In addition, all funds and accounts of the Association being held by a Managing Agent or other third persons shall be kept in an account separate from the funds of other parties held by such Managing Agent or third party, and all reserves of the Association shall be kept in an account separate from the operational account of the Association. Any such fidelity coverage shall name the Association as an obligee and such bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

Section 9.10 Worker's Compensation Insurance. The Executive Board shall obtain worker's compensation or similar insurance with respect to its employees, if applicable, in the amounts and forms as may now or hereafter be required by law.

Section 9.11 Other Insurance. The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of Directors against any liability asserted against a Director or incurred by him in his capacity of or arising out of his status as a Director. The Executive Board may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties.

Section 9.12 Insurance Obtained by Owners. In the event that the Association is unable to obtain or maintain physical damage insurance for the Residences as set out in Section 9.1.3 upon terms deemed reasonable to the Executive Board, each Owner shall obtain and at all times maintain physical damage insurance as described in Section 9.1.3 at such Owner's expense, covering the full replacement value of such Owner's Residence. The beneficiaries under such policy shall be that Owner, the Association and any and all other Owners within the same residential structure as the Owner obtaining such physical damage insurance. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners, including Declarant, should Declarant be the Owner of any Unit.

Each Owner shall obtain and at all times maintain physical damage and liability insurance for such Owner's benefit, at such Owner's expense, covering the full replacement value of the Owner's personal property and personal liability insurance in a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to bodily injury or death to any number of persons arising out of one accident or disaster, or for damage to personal property, and if higher limits shall at any time be customary to protect against tort liability such higher limits shall be carried. In addition, an Owner may obtain such other and additional insurance coverage on the Unit as such Owner in the Owner's sole discretion shall conclude to be desirable; provided, however, that none of such insurance coverage obtained by the Owner shall operate to

decrease the amount which the Executive Board, on behalf of all Owners, may realize under any policy maintained by the Executive Board or otherwise affect any insurance coverage obtained by the Association or cause the diminution or termination of that insurance coverage. Any insurance obtained by an Owner shall include a provision waiving the particular insurance company's right of subrogation against the Association and other Owners, including Declarant, should Declarant be the Owner of any Unit. No Owner shall obtain separate insurance policies on the Common Area.

The Executive Board may require an Owner who purchases additional insurance coverage for the Owner's Unit (other than coverage for the Owner's personal property) to file copies of such policies with the Association within thirty (30) days after purchase of the coverage to eliminate potential conflicts with any master policy carried by the Association.

ARTICLE 10 ASSESSMENTS

Section 10.1 Declarant, by creating the Units pursuant to this Declaration, and every other Owner, by acceptance of the deed or other instrument of transfer of his Unit (whether or not it shall be so expressed in such deed or other instrument of transfer), is deemed to covenant and agree with the Association, and hereby does so covenant and agree, to pay to the Association the (a) Annual Assessments, (b) Special Assessments, and (c) Default Assessments applicable to the Owner's Unit. No Owner may waive or otherwise escape liability for the payment of the Assessments provided for in this Declaration by not using the Common Area or the facilities contained in the Common Area or by abandoning or leasing his Unit.

Section 10.2 Purpose of Assessments. The Assessments shall be used exclusively to promote the health, safety and welfare of the Owners and occupants of the Project, and for the improvement and maintenance of the Common Area, the Exterior Maintenance Area, and other areas of Association responsibility referred to herein, as more fully set forth in this Article below. Proper uses of the Assessments shall include, but are not limited to, the following:

10.2.1 Repairing, replacing, renovating and maintaining any of the Common Area or Limited Common Area not made the responsibility of the Owners by this Declaration above, below, or other provisions of this Declaration including, but not limited to, any solar panels, and the driveway;

10.2.2 Installing, maintaining and repairing underground utilities upon, across, over and under any part of the Project which are not conveyed to and accepted by utility companies;

10.2.3 Furnishing garbage and trash pickup and maintaining water and sewer service lines within the Project to the extent such lines are Common Areas and paying common billings for water and sewer services to the Project as Common Expenses;

10.2.4 Obtaining and maintaining insurance in accordance with the provisions of this Declaration below;

10.2.5 Establishing and maintaining reserves for repairs, replacement, maintenance, taxes, capital improvements and other purposes;

10.2.6 Carrying out all other powers, rights and duties of the Association specified in the Association Documents; and

10.2.7 Generally, addressing any other expenses necessary to meet the primary purposes of the Association.

Section 10.3 Budget. Within ninety (90) days after the adoption of any proposed budget for the Association, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting sixty percent (60%) or more of all Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board. The Executive Board shall adopt a budget and submit the budget to a vote of the Owners as provided herein no less frequently than annually. The Executive Board shall levy and assess the Annual Assessments in accordance with the annual budget.

Section 10.4 Annual Assessments. Annual Assessments for Common Expenses made shall be based upon the estimated cash requirements as the Executive Board shall from time to time determine to be paid by all of the Owners, subject to Section 10.3 above. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance and operation of the Common Area and the Exterior Maintenance Area; expenses of management; insurance premiums for insurance coverage as deemed desirable or necessary by the Association; landscaping of the Common Area and the Exterior Maintenance Area; care of grounds within the Common Area and the Exterior Maintenance Area; routine repairs and renovations within the Common Area and the Exterior Maintenance Area; wages; common water and utility charges for the Common Area and the Exterior Maintenance Area and common water charges for all Units; legal and accounting fees; management fees; expenses and liabilities incurred by the Association under or by reason of this Declaration; payment of any default remaining from a previous assessment period; and the creation of a reasonable contingency or other reserve or surplus fund for general, routine maintenance, repairs, and replacement of improvements within the Common Area and the Exterior Maintenance Area on a periodic basis, as needed. The Association is empowered to pledge its Annual Assessments or any other of its receivables as collateral securing any loan(s) or other obligations of the Association.

Section 10.5 Due Dates for Assessment Payments. Unless otherwise determined by the Executive Board, the Annual Assessments and any Special Assessments which are to be paid in installments shall be paid monthly (as determined by the Executed Board from time to time) in advance and shall be due and payable to the Association at its office or as the Executive Board may otherwise direct in any Management Agreement, without notice (except for the notices required by this Article 10), on the first day of each month. If any such installment shall not be paid within fifteen (15) days after it shall have become due and payable, then in addition to the

remedies set forth in Section 10.10, the Executive Board may assess a “late charge” on the installment in an amount of fifteen percent (15%) of the amount outstanding or such other charge as the Executive Board may fix by rule from time to time as provided in the Bylaws to cover the extra expenses involved in handling such delinquent Assessment installment. An Owner’s Assessment shall be prorated if the ownership of a Unit commences or terminates on a day other than the first day or last day, respectively, of a month, or other applicable payment period.

Section 10.6 Apportionment of Annual Assessments. Each Owner shall be responsible for that Owner’s share of the Common Expenses, which shall be divided equally among the Units on the basis of the Sharing Ratios in effect on the date of assessment, as set forth on Exhibit C to this Declaration.

Section 10.7 Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may levy in any fiscal year one or more Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Area or the Exterior Maintenance Area or for any other expense incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant to this Section shall be assessed to Owners in the same proportion as provided for Annual Assessments in Section 10.6, subject to the requirements that any extraordinary maintenance, repair or restoration work on fewer than all of the Units shall be borne by the Owners of those affected Units only; and any extraordinary insurance costs incurred as a result of the value of a particular Owner’s Residence or the actions of a particular Owner (or his agents, servants, guests, tenants, or invitees) shall be borne by that Owner. Special Assessments shall be based on a budget adopted in accordance with Section 10.3 above provided that, if necessary, the Association may adopt a new budget pursuant to Section 10.3 prior to levying a Special Assessment. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given.

Section 10.8 Default Assessments. All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner’s Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least thirty (30) days prior to the due date.

Section 10.9 Lien for Assessments. The Annual, Special, and Default Assessments (including installments of the Assessments) arising under the provisions of this Declaration (together with any and all interest, costs, late charges, expenses, and reasonable attorneys’ fees, including legal assistants’ fees, which may arise under the provisions of Section 10.10 below) shall be burdens running with, and a perpetual lien in favor of the Association upon, the specific Unit to which such Assessments apply in accordance with the Act. To further evidence such lien upon a specific Unit, the Association may, but shall not be obligated to, prepare a written lien notice setting forth the description of the Unit, the amount of Assessments on the Unit unpaid as

of the date of such lien notice, the rate of default interest as set by the Bylaws and Section 10.10 below, the name of the Owner or Owners of the Unit, and any and all other information that the Association may deem proper. Any such lien notice shall be signed by a member of the Executive Board, an officer of the Association, or a Managing Agent and shall be recorded in the Office of the Clerk and Recorder of Eagle County, Colorado. Any such lien notice shall not constitute a condition precedent or delay the attachment of the lien, but such lien is a perpetual lien upon the Unit and attaches without notice at the beginning of the first day of any period for which any Assessment is levied.

Section 10.10 Effect of Nonpayment of Assessments. If any Annual, Special, or Default Assessment (or any installment of the Assessment) is not fully paid within thirty (30) days after the same becomes due and payable, then as often as the same may happen, (i) interest shall accrue at the Maximum Rate on any amount of the Assessment which was not paid within such 30-day period or on the amount of Assessment in default, whichever shall be applicable, accruing from the due date until date of payment, (ii) the Association may declare due and payable all unpaid monthly installments of the Annual Assessment or any Special Assessment otherwise due during the fiscal year during which such default occurred, (iii) the Association may thereafter bring an action at law or in equity, or both, against any Owner personally obligated to pay the same, and (iv) the Association may proceed to foreclose its lien against the particular Unit in the manner and form provided by Colorado law for foreclosure of real estate mortgages.

An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments (or any installment thereof) may be commenced and pursued by the Association without foreclosing or in any way waiving the Association's lien for the Assessments. If any such Assessment (or installment thereof) is not fully paid when due and if the Association commences such an action (or counterclaims or cross-claims for such relief in any action) against any Owner personally obligated to pay the same, or proceeds to foreclose its lien against the particular Unit, then all unpaid installments of Annual and Special Assessments and all Default Assessments (including any such installments or Assessments arising during the proceedings of such action or foreclosure proceedings), any late charges under Section 10.5 above, any accrued interest under this Section 10.10, and the Association's costs, expenses, and reasonable attorneys' fees (including legal assistants' fees) incurred for any such action and/or foreclosure proceedings shall be taxed by the court as part of the costs of any such action or foreclosure proceedings and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds from the foreclosure sale of the particular Unit in satisfaction of the Association's lien.

Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to stop or otherwise preclude the Association from again foreclosing or attempting to foreclose its lien for any subsequent Assessments (or installments thereof) which are not fully paid when due or for any subsequent Default Assessments. The Association shall have the power and right to bid in or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, or mortgage the Unit, and to convey or otherwise deal with the Unit acquired in such proceedings.

First Mortgagees shall be entitled to cure any delinquency of the Owner of a Unit encumbered by the First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

Section 10.11 Successor's Liability for Assessments. Notwithstanding the personal obligation of each Owner of a Unit to pay all Assessments on the Unit, and notwithstanding the Association's perpetual lien upon a Unit for such Assessments, all successors in interest to the fee simple title of a Unit, except as provided in Section 10.12 and Section 10.13 below, shall be jointly and severally liable with the prior Owner or Owners of the Unit for any and all unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees against such Unit, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor. However, such successor in interest shall be entitled to rely upon the existence and status of unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees as shown upon any certificate issued by or on behalf of the Association to such named successor in interest pursuant to the provisions of Section 10.13 below.

Section 10.12 Waiver of Homestead Exemption; Subordination of Association's Lien for Assessments. By acceptance of the deed or other instrument of transfer of a Unit, each Owner irrevocably waives the homestead exemption provided by Part 2, Article 41, Title 38, Colorado Revised Statutes, as amended. The Association's perpetual lien on a Unit for Assessments shall be superior to all other liens and encumbrances except the following:

10.12.1 Real property ad valorem taxes and special assessment liens duly imposed by a Colorado governmental or political subdivision or special taxing district, or any other liens made superior by statute; and

10.12.2 To the extent permitted under the Act (which gives the Association's lien priority for a certain amount of Common Expense Assessments), the lien of any First Mortgage, including any and all advances made by the First Mortgagee and notwithstanding that any of such advances may have been made subsequent to the date of the attachment of the Association's liens.

With respect to the foregoing subpart 10.12.2, to the extent permitted under the Act, any First Mortgagee who acquires title to a Unit by virtue of foreclosing the First Mortgage or by virtue of a deed or assignment in lieu of such a foreclosure, or any purchaser at a foreclosure sale of the First Mortgage, will take the Unit free of any claims for unpaid Association Assessments, interest, late charges, costs, expenses, and attorneys' fees against the Unit which accrue prior to the time such First Mortgagee or purchaser acquires title to the Unit, and the amount of the extinguished lien may be reallocated and assessed to all Units as a Common Expense at the direction of the Executive Board.

All other persons not holding liens described in Section 10.12 above and obtaining a lien or encumbrance on any Unit after the recording of this Declaration shall be deemed to consent that any such lien or encumbrance shall be subordinate and inferior to the Association's future liens for Assessments, interest, late charges, costs, expenses, and attorneys' fees as provided in

this Article 10, whether or not such consent is specifically set forth in the instrument creating any such lien or encumbrance.

A sale or other transfer of any Unit, including but not limited to a foreclosure sale, except as provided in Section 10.11 above and except as provided in Section 10.13 below, shall not affect the Association's lien on such Unit for Assessments, interest, late charges, costs, expenses, and attorneys' fees due and owing prior to the time such purchaser acquires title and shall not affect the personal liability of each Owner who shall have been responsible for the payment thereof. Further, no such sale or transfer shall relieve the purchaser or transferee of a Unit from liability for, or the Unit from the lien of, any Assessments made after the sale or transfer.

Section 10.13 Statement of Status of Assessments. Upon fourteen (14) calendar days written request (furnished in the manner described below for the response to such request) to a Managing Agent, the Executive Board, or the Association's registered agent and payment of a reasonable fee set from time to time by the Executive Board, any Owner, prospective purchaser of a Unit, or Mortgagee shall be furnished, by personal delivery or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party (in which event the date of posting shall be deemed the date of delivery) a statement of the Owner's account setting forth:

10.13.1 The amount of any unpaid Assessments, interest, late charges, costs, expenses, and attorneys' fees then existing against a particular Unit;

10.13.2 The amount of the current installments of the Annual Assessment and the date that the next installment is due and payable;

10.13.3 The date of the payment of any installments of any Special Assessments then existing against the Unit; and

10.13.4 Any other information deemed proper by the Association.

Upon the issuance of such a certificate signed by a member of the Executive Board, by an officer of the Association, or by a Managing Agent, the information contained therein shall be conclusive upon the Association as to the person or persons to whom such certificate is addressed and who rely on the certificate in good faith. Unless such a statement of status of Assessments is delivered as described above within said fourteen (14) business day period, the Association shall have no right to assert a priority lien upon the Unit over the inquiring party's interest for unpaid Assessments which were due as of the date of the request.

Section 10.14 Liens. Except for annual, special and default Assessment liens as provided in this Declaration, mechanics' liens (except as provided in below), tax liens and judgment liens and other liens validly arising by operation of law and liens arising under Mortgages, there shall be no other liens obtainable against the Common Area or against the interest of any Unit in the Common Area.

ARTICLE 11 ASSOCIATION AS ATTORNEY-IN-FACT

Section 11.1 Appointment. Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place and stead for the purpose of dealing with the Project upon its damage, destruction, condemnation, or obsolescence as provided below. In addition, the Association, or any insurance trustee or substitute insurance trustee designated by the Association, is hereby appointed as attorney-in-fact under this Declaration for the purpose of purchasing and maintaining insurance in accordance herewith, including: the collection and appropriate disposition of the proceeds of such insurance; the negotiation of losses and the execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or any insurance trustee, shall hold or otherwise properly dispose of any insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear. Acceptance by any grantee of a deed or other instrument of conveyance from Declarant or from any Owner shall constitute appointments of the attorneys-in-fact as provided above. Notwithstanding any other provision of this Declaration to the contrary, the Association may exercise its authority as attorney-in-fact for any purpose permitted pursuant to this Declaration only if, in each and every instance where such exercise is so permitted, the Executive Board approves the exercise of such authority by the affirmative vote of a majority of the voting Directors. If the Executive Board fails to so approve any exercise of authority as attorney-in-fact, the Association shall have such authority as it may have pursuant to the Act.

Section 11.2 General Authority. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact.

ARTICLE 12

DAMAGE OR DESTRUCTION

Section 12.1 The Role of the Executive Board. Except as provided in Section 12.6, in the event of damage to or destruction of all or part of any Common Area improvement, or other property covered by insurance written in the name of the Association under Article 9, the Executive Board shall arrange for and supervise the prompt repair and restoration of the damaged property (the property insured by the Association pursuant to Article 9 is sometimes referred to as the "Association-Insured Property").

Section 12.2 Estimate of Damages or Destruction. As soon as practicable after an event causing damage to or destruction of any part of the Association-Insured Property, the Executive Board shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. "Repair and reconstruction" as used in this Article shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction. Such costs may also include professional fees and premiums for such bonds as the Executive Board or the Insurance Trustee, if any, determines to be necessary.

Section 12.3 Repair and Reconstruction. As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Association-Insured Property. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage to the Association-Insured Property, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 12.4 Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair, replacement, and reconstruction of the Association-Insured Property.

If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair, replacement, or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, pursuant to Section 10.7, levy, assess, and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair, replacement, or reconstruction.

Section 12.5 Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for above constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as Special Assessments, then in equal shares per Unit, first to the Mortgagees and then to the Owners, as their interests appear.

Section 12.6 Decision Not to Rebuild Common Area. If Owners representing at least sixty-seven percent (67%) of the total allocated votes in the Association and all directly adversely affected Owners vote not to repair and reconstruct improvements within the Common Area and if no alternative improvements are authorized, then and in that event the damaged property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition. Any remaining insurance proceeds shall be distributed in accordance with the Act.

Section 12.7 Repairs. All repairs and reconstruction contemplated by this Article shall be performed substantially in accordance with this Declaration, the Plat of the Project and the original plans and specifications for the Project, unless other action is approved by the Association in accordance with the requirements of this Declaration and the other Association Documents.

Section 12.8 Notice of Damage or Destruction. In the event that any portion of the Project is substantially damaged or destroyed by fire or other casualty, then written notice of the damage or destruction shall be given by the Association to each Owner and First Mortgagee of the affected Units within a reasonable time following the event of casualty damage.

ARTICLE 13 CONDEMNATION

Section 13.1 Rights of Owners. Whenever all or any part of the Common Area shall be taken by any authority having power of condemnation or eminent domain or whenever all or any part of the Common Area is conveyed in lieu of a taking under threat of condemnation by the Executive Board acting as attorney-in-fact for all Owners under instructions from any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice of the taking or conveying. The Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

Section 13.2 Partial Condemnation; Distribution of Award; Reconstruction. The award made for such taking shall be payable to the Association as trustee for those Owners for whom use of the Common Area was conveyed and, unless otherwise required under the Act, the award shall be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant and Owners who represent at least sixty-seven percent (67%) of the votes of all of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available for such restoration or replacement in accordance with plans approved by the Executive Board. If such improvements are to be repaired or restored, the provisions in Article 12 above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed in equal shares per Unit among the Owners, first to the Mortgagees and then to the Owners, as their interests appear.

Section 13.3 Complete Condemnation. If all of the Property is taken, condemned, sold, or otherwise disposed of in lieu of or in avoidance of condemnation, then the regime created by this Declaration shall terminate, and the portion of the condemnation award attributable to the Common Area shall be distributed as provided in Section 12.5 above.

Section 13.4 Notice of Condemnation. In the event that any portion of the Project shall be made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then timely written notice of such condemnation shall be given by the Association to each Owner and First Mortgagee.

**ARTICLE 14
OBSOLESCENCE**

[INTENTIONALLY OMITTED]

**ARTICLE 15
USE RESTRICTIONS**

Section 15.1 Architectural Control.

15.1.1 No exterior or structural addition to or change or alteration to the Common Area (including the construction of any skylight, window, awning or door) shall be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Executive Board.

15.1.2 After receiving the approval of the Executive Board, the Owner required to obtain such approval shall thereafter obtain all other approvals as may be required by any governmental or quasi-governmental body having jurisdiction over the Property.

Section 15.2 Limit on Timesharing. No Unit shall be used (i) for the operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, or (ii) for the operation of a reservation or time-use system among co-Owners of a Unit managed by a party other than the co-Owners themselves or a system whereby co-Owners are required as a condition of purchase of a fractional interest in the Unit to subject the fractional interest to a pre-determined reservation or time-use system among co-Owners, regardless of whether or not the co-Owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating.

Section 15.3 Access. Roads that service the Project are subject to ordinances, rules and regulations of Eagle County, Colorado.

Section 15.4 Construction Activities. Each Owner is hereby advised that substantial construction-related activities relating to the development of the Project, adjacent projects or other development near the Project may cause considerable noise, dust and other inconveniences to the Owners.

Section 15.5 Acknowledgements. Each Owner is hereby advised of the following matters affecting the Project and the Owner's use and enjoyment thereof:

15.5.1 Incomplete Development. Substantial construction-related activities relating to the development of [PROJECT NAME] or other development within or near the Project may cause considerable noise, dust and other inconveniences to the Owners.

Section 15.6 Conveyance of Units. All Units, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants,

conditions, restrictions, easements, reservations, rights-of-way, and other provisions contained in this Declaration, as the same may be amended from time to time.

Section 15.7 Use of Common Area and Exterior Maintenance Area. There shall be no obstruction of the Common Area or the Exterior Maintenance Area, nor shall anything be kept or stored on any part of the Common Area or the Exterior Maintenance Area by any Owner without the prior written approval of the Association. Nothing shall be altered on, constructed in, or removed from the Common Area or the Exterior Maintenance Area by any Owner without the prior written approval of the Association.

Section 15.8 Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Unit or in or on the Common Area, or any part thereof, which would result in the cancellation of the insurance on all or any part of the Project or in an increase in the rate of the insurance on all or any part of the Project over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any Unit or in or on the Common Area which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body having jurisdiction over the Property. No damage to or waste of the Common Area shall be committed by any Owner, or by any member of the Owner's family, or by any guest, lessee, invitee, or contract purchaser of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him, the members of his family, or his guests, lessees, invitees, or contract purchasers. Failure to so indemnify shall be a default by such Owner under this Section, and such amount to be indemnified shall automatically become a Default Assessment determined and levied against such Unit. At its own initiative or upon the written request of any Owner (and if the Association determines that further action by the Association is proper), the Association shall enforce the foregoing indemnity as a Default Assessment as provided in Article 10 above.

Section 15.9 Restriction on Signs and/or Flags. Except in relation to the display of signs for the purpose of marketing, sales and rental of Units, no signs, flags or advertising devices of any nature shall be erected or maintained on any Unit or the Common Area, in such a manner as to be visible from any other Unit or the Common Area except signs/flags approved by the Executive Board, political signs, signs required by applicable law or legal proceedings, signs which are required by law to be allowed, identification signs for work under construction (as approved by the Executive Board), temporary signs to caution or warn of danger or the Association signs necessary or desirable to give directions or advise of rules or regulations. Permitted signs and/or flags shall be subject to reasonable regulation by the Executive Board. Nothing contained in this Declaration shall be construed to prevent the display of the American flag in a manner consistent with the federal flag code and any rules adopted by the Association to regulate size and location of flags and flagpoles.

Section 15.10 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent (i) the exercise by Declarant of any special declarant rights (as that term is defined in the Act); or (ii) the erection or maintenance by Declarant or its duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the

development, marketing or sale of property within [PROJECT NAME]; provided, however, that Declarant shall comply with all applicable laws in the exercise of the rights in this Section.

ARTICLE 16 OTHER ASSOCIATION MATTERS

Section 16.1 Acknowledgements. Each Owner is hereby advised of the following matters affecting the Project and the Owners' use and enjoyment thereof:

16.1.1 Each Owner acknowledges that certain units within the Project and within adjacent or nearby developments are or may be subject to certain restrictions intended to maintain their affordability, which restrictions may include, without limitation, income limits, residency and owner-occupancy requirements and limits on price appreciation, and that such restrictions shall run with the land and shall be binding upon subsequent Owners of such units.

16.1.2 Substantial construction-related activities relating to the development of the Project or other development within or near [PROJECT NAME] may cause considerable noise, dust and other inconveniences to the Owners.

16.1.3 Ownership of real property in mountain areas involves certain inherent inconveniences. These include, but are not limited to, (a) dripping water onto decks and porches from snow melt, (b) snow and ice build-up on decks and porches during winter months, and (c) other inconveniences arising from the sometimes variable weather conditions in the Rocky Mountains.

16.1.4 Trash removal from the Project may be provided pursuant to a common contract entered into by the Association with a trash provider, in the Association's discretion.

ARTICLE 17 DECLARANT'S RIGHTS REGARDING TRANSFER

Any right or any interest reserved or contained in this Declaration for the benefit of Declarant may be transferred or assigned by Declarant, either separately or with one or more other such rights or interests, to any person, corporation, partnership, association or other entity, by written instrument executed by both Declarant and the transferee or assignee and recorded in the Office of the Clerk and Recorder of Eagle County, Colorado.

ARTICLE 18 ALTERNATIVE DISPUTE RESOLUTION

Section 18.1 Agreement to Avoid Litigation. The Declarant, the Association, their respective officers, directors and committee members, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Project, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described herein ("Claims") shall be resolved using the procedures set forth below prior to filing suit in any court, and the

procedures set forth in this Article 21 shall be a jurisdictional prerequisite to the filing of any action at law or in equity, in any court whatsoever, with respect to all Claims except those expressly identified in Section 18.2 as not being subject to the provisions of this Article.

Section 18.2 Claims. Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Association Documents, or the rights, obligations and duties of any Bound Party under the Association Documents or relating to the design or construction of improvements on the Project shall be subject to the provisions of this Article.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of this Article:

18.2.1 Any suit by the Association against any Bound Party to enforce the provisions of Article (Assessments);

18.2.2 Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the architectural standards and use restrictions and rules;

18.2.3 Any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Association Documents;

18.2.4 Any suit in which any indispensable party is not a Bound Party; and

18.2.5 Any suit as to which any applicable statute of limitations would expire within one hundred eighty (180) days of giving the notice required below.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth below.

Section 18.3 Mandatory Procedures.

18.3.1 Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

18.3.1.1 The nature of the Claim, including the Parties involved and Respondent's role in the Claim;

18.3.1.2 The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

18.3.1.3 Claimant's proposed remedy; and

18.3.1.4 That Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

18.3.2 Negotiation and Mediation.

18.3.2.1 The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Executive Board may appoint a representative to assist the Parties in resolving the dispute by negotiation.

18.3.2.2 If the Parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of a reputable and knowledgeable mediation group providing such services in Eagle County, or, if the Parties otherwise agree, to an independent agency providing dispute resolution services in the Eagle County, Colorado, area.

18.3.2.3 If Claimant does not submit a claim to mediation within thirty (30) days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant.

18.3.2.4 Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that the mediation was to be mediated.

18.3.2.5 Within five (5) days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to the Respondent and the Respondent shall make a final written settlement offer ("Settlement Offer") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

18.3.3 Allocation of Costs of Resolving Claims.

18.3.3.1 Subject to Subsection 18.3.3.2 below, each Party shall bear its own costs, including any attorneys' fees incurred, and each Party shall share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting any subsequent proceedings ("Post Mediation Costs").

18.3.3.2 Any award of a court which is final and subject to no further right of appeal (the "Award"), which is equal to or more favorable to Claimant than Claimant's Settlement Demand, shall add Claimant's Post Mediation costs to the Award, such costs to be

borne equally by all Respondents. Any Award, which is equal to or less favorable to Claimant than any Respondent's Settlement Offer, shall award to such Respondent its Post Mediation Costs.

Section 18.4 Claim for Damages. Damages alleged or awarded in connection with a Claim shall be limited to actual damages. No punitive, incidental, consequential or other damages shall be claimed or awarded.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, ANY CLAIMS, GRIEVANCES OR DISPUTES AGAINST DECLARANT ARISING OUT OF OR RELATING TO THE DESIGN OR CONSTRUCTION OF IMPROVEMENTS ON THE PROJECT SHALL REQUIRE NOTIFICATION TO DECLARANT IN WRITING AND PROVIDE FOR A REASONABLE AMOUNT OF TIME FOR DECLARANT TO CORRECT THE DEFECT BEFORE ANY CLAIM MAY BE MADE.

ARTICLE 19 EXPANSION PROPERTY AND EXPANSION AND WITHDRAWAL RIGHTS

Section 19.1 Reservation of Expansion and Withdrawal Rights.

19.1.1 Declarant reserves the right for itself and any Successor Declarant to subject all or any part of the Expansion Property to the Project and subject such Expansion Property to the provisions of this Declaration and thereby expand the Property to include up to a maximum of twelve (12) Units and, at its option, to expand the Common Area. Any improvements made in connection with such expansion shall be consistent with the original improvements in structure type and quality of construction and shall be substantially completed prior to being subjected to this Declaration.

19.1.2 Subject to those restrictions set forth in Section 38-33.3-222 of the Act, Declarant reserves the right for itself and any Successor Declarant at any time and from time to time to subject unspecified real property to the Project and the provisions of this Declaration.

19.1.3 Declarant reserves the right for itself and any Successor Declarant at any time and from time to time, subject to the provisions of the Act, to withdraw from the Project and from the provisions of this Declaration all or any portion of the real property subjected to this Declaration by a duly recorded Supplemental Declaration and Supplemental Map prior to the time of a sale of a Unit within that portion of the real property described in said Supplemental Declaration and Supplemental Map. No consent of the Owners or the Board to such supplements and withdrawal shall be required.

Section 19.2 Supplemental Declarations and Supplemental Maps. Such expansion may be accomplished by the filing for record by Declarant in the Office of the Clerk and Recorder of Eagle County, Colorado, of one or more Supplemental Declarations and, if the real property being subject to this Declaration by such Supplemental Declaration has not been previously mapped in a map recorded in the Office of the Clerk and Recorder for Eagle County, Colorado, of a Supplemental Map depicting such Expansion Property recorded concurrently with the

applicable Supplemental Declaration. The Supplemental Declaration shall set forth the Building(s) and real property, if any, to be included in the expansion, together with any covenants, conditions, restrictions and easements particular to such property. The expansion, which shall permit no more than twelve (12) Units within the Project, may be accomplished in stages by successive supplements or in one supplemental expansion. Declarant may exercise such rights for expansion on all or any portion of the Expansion Property in whatever order of development Declarant in its sole discretion, determines. Declarant shall not be obligated to expand the Project beyond the number of Units initially submitted to this Declaration.

Section 19.3 Expansion of Definitions. In the event of such expansion, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the Property subject to this Declaration as so expanded. For example, "Unit" shall mean the Units as shown on the Map plus any additional Units added by a Supplemental Declaration or Declarations and Supplemental Map or Maps, and reference to this Declaration shall mean this Declaration as supplemented. All conveyances of Units shall be effective to transfer rights in the Property as expanded.

Section 19.4 Declaration Operative on New Units.

19.4.1 The new Units shall be subject to all of the terms and conditions of this Declaration and of any Supplemental Declaration, upon placing the Supplemental Map(s) depicting the Expansion Property and the Supplemental Declaration(s) of public record in the Office of the Clerk and Recorder of Eagle County, Colorado.

19.4.2 It is contemplated that additional Units on the Property will be committed to this Declaration, but Declarant and any Successor Declarant shall have no affirmative obligation to construct any additional Units. In the event that a portion of the Expansion Property is submitted to the provisions of this Declaration, Declarant shall retain the right to, but shall not be obligated to, submit any additional portion of the Expansion Property to the provisions of this Declaration. The rights of Declarant and any Successor Declarant, as described herein, shall apply to all Units which are added to this Declaration in accordance with these provisions relating to enlargement thereof.

19.4.3 No rights of any character of any owner in units in the Expansion Property shall attach until a Supplemental Declaration and a Supplemental Map are filed of record annexing the units constructed in such area to the Project. Upon the recording of such Supplemental Declaration and Supplemental Map, the units constructed in the area shall be deemed to be governed in all respects by the provisions of this Declaration.

Section 19.5 Effect of Expansion.

19.5.1 Upon the construction of additional Units and their inclusion under this Declaration and the filing of the Supplemental Declaration(s) and Supplemental Map(s) thereof, the apportionment of Assessments for each Unit shall automatically be adjusted to reflect the then current respective undivided interest in the Common Area appurtenant to each Unit. Such adjustment shall be reflected and set forth in the Supplemental Declaration. The formula used to

establish the allocation of undivided interests in the Common Area is as follows: each Unit is allocated an equal undivided interest in the Common Area. The calculation of such formula as contained in this Declaration and in any Supplemental Declaration is final and binding upon all Owners irrespective of any later measurement of such square footages.

19.5.2 Notwithstanding any inclusion of additional Units under this Declaration, each Owner (regardless of whether such Owner is the owner of a Unit shown on the original map, or is the owner of a Unit constructed in the Expansion Property) shall remain fully liable with respect to his obligation for the payment of the Common Expenses of the Association, including the expenses for such new Common Areas, costs and fees, if any. The recording of a Supplemental Declaration or Supplemental Map shall not alter the amount of the Common Expenses assessed to a Unit prior to such recording.

Section 19.6 Termination of Expansion and Development Rights. The rights reserved to the Declarant for itself, its successors and assigns for the expansion and development of the Expansion Property ("Expansion and Development Rights") shall expire fifteen (15) years from the date of recording this Declaration, unless terminated earlier pursuant to the terms and provisions of the Act, or unless the Expansion and Development Rights are (i) extended as allowed by law, or (ii) reinstated or extended by the Association, subject to whatever terms, conditions, and limitations the Executive Board may impose on the subsequent exercise of the Expansion and Development Rights by Declarant.

ARTICLE 20 MISCELLANEOUS

Section 20.1 Restriction on Declarant Powers. Notwithstanding anything to the contrary herein, no rights or powers reserved to Declarant hereunder shall exceed the time limitations or permissible extent of such rights or powers as restricted under the Act. Any provision in this Declaration in conflict with the requirements of the Act shall not be deemed to invalidate such provision as a whole but shall be adjusted as is necessary to comply with the Act.

Section 20.2 Term. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, subject to the provisions of this Declaration and the termination provisions of the Act.

Section 20.3 Amendment. The provisions of this Declaration may be amended or terminated, in whole or in part, from time to time, upon approval of Owners representing sixty-seven percent (67%) or more of the total voting interest in the Association at a meeting of the Owners called for that purpose or by written consent; provided, however, that any provision of this Declaration requiring a vote of more than sixty-seven percent (67%) of the total voting interest in the Association to be effective may only be amended by a vote of the applicable aggregate voting interest stated in such provision. In addition, (a) a majority of the voting Directors of the Executive Board may make, without the approval of the Owners, changes to any Association Documents to the extent necessary to correct a factual error, and (b) any proposed amendment to this Declaration which affects any right of Declarant shall require the prior written approval of Declarant, in addition to the approval requirements otherwise set forth herein. In

addition, the Executive Board has the right to amend this Declaration pursuant to the provisions of the Act.

Section 20.4 Unilateral Amendment Rights Reserved by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant, acting alone, reserves to itself the right and power to modify and amend this Declaration to the fullest extent permitted under the Act including, without limitation, to correct clerical, typographical or technical errors, or to comply with the requirements, standards, or guidelines of recognized secondary mortgage markets, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or the Federal National Mortgage Association.

Section 20.5 Recording of Amendments. Any amendment to this Declaration must be executed by the President of the Association and recorded in the Office of the Clerk and Recorder of Eagle County, Colorado, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval of a sufficient number of Owners of the amendment or that no approval of the Owners was necessary.

Section 20.6 Enforcement. Enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges, and other provisions contained in this Declaration, the Articles, the Bylaws, and the rules and regulations of the Association, all as amended, shall be by any proceeding pursuant to Article 18 of this Declaration to the extent required by the terms of this Declaration, or otherwise at law or in equity, against any person or persons, including the Association, violating or attempting to violate any such provision. The Association and any aggrieved Owner shall have the right to institute, maintain, and/or prosecute any such proceedings, and the Association shall further have the right (after notice and an opportunity to be heard) to levy and collect fines for the violation of any provision of the aforesaid documents. In any action instituted or maintained under this Section, the prevailing party shall recover its costs and reasonable attorneys' fees incurred pursuant thereto, as well as any and all other sums awarded under Article 18 or by the court, as applicable. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver to the right to do so thereafter.

Section 20.7 Severability. Invalidation of any of the covenants, restrictions or other provisions contained in this Declaration by judgment or court order shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 20.8 Conflict of Provisions. In case of any conflict between this Declaration and the Articles or the Bylaws, this Declaration shall control. In case of any conflict between the Articles and the Bylaws, the Articles shall control. The foregoing notwithstanding, in the event of any inconsistency between this Declaration or the Articles or Bylaws, on the one hand, and the Act, on the other, then in all events the Act shall control.

Section 20.9 Nonwaiver. Failure by Declarant, the Association, or any Owner or First Mortgagee to enforce any covenant, condition, restriction, easement, reservation, right-of-way,

or other provision contained in this Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 20.10 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular and the use of any gender shall include all genders.

Section 20.11 Captions. The captions to the Articles and Sections of this Declaration are inserted only as a matter of convenience and for reference, and are in no way to be construed to define, limit or otherwise describe the scope of this Declaration or the intent of any provision of this Declaration.

Section 20.12 Exhibits. All the Exhibits attached to and described in this Declaration are incorporated in this Declaration by this reference.

[remainder of page intentionally blank; signature page follows]

Executed as of the ____ day of _____, 202__.

HABITAT FOR HUMANITY VAIL VALLEY,
INC., a Colorado nonprofit corporation

By: _____
John Welaj, Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by **John Welaj** as **Executive Director** of Habitat for Humanity Vail Valley, Inc., a Colorado nonprofit corporation.

WITNESS my hand and official seal.
My commission expires: _____
[SEAL]

Notary Public

EXHIBIT A
TO
DECLARATION
FOR [PROJECT NAME]

Property Description

Lots:

[INSERT DESCRIPTION] according to the Plat thereof recorded _____, 202__, at
Reception No. _____, Eagle County, Colorado.

Common Area:

[INSERT DESCRIPTION] according to the Plat thereof recorded _____, 202__, at
Reception No. _____, Eagle County, Colorado.

DRAFT

EXHIBIT B
TO
DECLARATION
FOR [PROJECT NAME]

Expansion Property Description

[INSERT DESCRIPTION] according to the Plat thereof recorded _____, 202__, at
Reception No. _____, Eagle County, Colorado.

DRAFT

EXHIBIT C
TO
DECLARATION
FOR [PROJECET NAME]

Sharing Ratios and Formula

Each Unit's undivided interest in the Common Area is an equal allocation among all Units, represented by a fraction, the numerator of which is one, and the denominator of which is the number of Units subject to the Declaration from time to time.

DRAFT

EXHIBIT D
TO
DECLARATION
FOR [PROJECT NAME]

Easements and Licenses of Record

DRAFT



MEETING MINUTES
Planning & Zoning Commission
Tuesday, October 18, 2022, 6:00 PM
Public Meeting Room / Eagle Town Hall
200 Broadway, Eagle, CO 81631

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

PUBLIC WIFI – Eagle Guest

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

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

6:00 PM - REGULAR MEETING CALLED TO ORDER

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

COMMISSIONERS PRESENT

Matt Hood, Bill Nutkins, Kyle Hoiland
Jamie Woodworth Foral, Keith Klesner,
Keegan Winkeller, Charlie Perkins,
Jennifer Filipowski

COMMISSIONERS ABSENT

None

STAFF

Chad Phillips – Community Development Director
Dennis Wike – Town Engineer
Cliff Simonton – Senior Planner
Peyton Heitzman – Planner II
Jessica Lake – Planner I (via Teams)
Nikki Davis - Administrative Tech II

APPROVAL OF MINUTES

1. Minutes dated September 20, 2022

The minutes were approved without change.

PUBLIC COMMENT

Hood opened public comment. There was no public comment.

PUBLIC HEARINGS

1. Project: Habitat / 3rd Street Housing Project
File #: DR22-04 & PPFP22-01
Applicant: Tom Braun on behalf of Habitat for Humanity Vail Valley
Location: 747 E 3rd Street
Staff Contact: Peyton Heitzman, Planner II
Requests: 1.) A Preliminary Plan and Final Plat to subdivide a 15.7-acre lot into two lots, Lot 2A and Lot 2B.
2.) Major Development Permit with design variances to construct 8 duplexes on 2.297 acres (Lot 2A).

Hood opened file numbers DR22-04 & PPFP22-01.

The Commissioners (Hood, Nutkins, Hoiland, Foral, Klesner, Winkeller, Perkins, Filipowski) attended a site visit the afternoon of October 18th. Hood provided a summary of the existing site, proposed structures, specific areas under review, and the existing landscaping.

Staff Presentation

Heitzman presented the application, comprised of two requests. The lot is flanked by a fire station and two schools, while the broader surrounding uses are residential. Heitzman described the property, currently used as open field space, as relatively flat with a downward slope toward 3rd Street. The purpose of the combined application is threefold: create Lot 2A, ensure conformance with the sketch subdivision plan, and to ensure the Town's subdivision regulations are met. The preliminary plan and final plat illustrated utility improvements and drainage easements which included a retention pond. Staff reviewed the preliminary plan and final plat against the Town's subdivision standards and concluded it was in compliance with the addition of four conditions of approval. Heitzman clarified the fourth condition related to addressing technical changes to the final plat has been met and is no longer included.

Next, Heitzman reviewed the second request - a major development permit to construct 8 duplexes. The proposed home designs were stacked and side-by-side. Staff reviewed the request against Town regulations related to zoning, development review, development standards, and public facilities and determined compliance apart from a design variance. The applicant requested approval of the latter to reduce the size of on-site parking spaces. Heitzman provided an overview of the two design variance standards explaining the application must comply with one. Staff advised the request met Standard #2, which speaks to better serving the public good, and listed anticipated benefits. Additional review against the Elevate Eagle Comprehensive Plan revealed other benefits related to housing, infilling density near the Downtown core, creating access to recreational amenities, and encouraging green building practices. There were two recommended conditions of approval for the development permit.

For both requests, staff recommended approval with conditions.

Q & A

Hoiland asked if the modular homes do not meet the Town's requirements. Heitzman replied, only the parking spaces.

Applicant Presentation

Kristin Williams, John Welaj, Emily Peyton, Elyse Howard, Caitlin Weis, and Heather Hower from Habitat for Humanity Vail Valley (Habitat) were present. They were joined by Tom Braun (Braun Associates) and Justin Yarnell (Kumar &

Associates). Williams spoke first, advocating for project approval, highlighting the importance of local workforce housing, and recognizing the partnership between private and public sectors.

Braun presented on behalf of Habitat. He touched on the sketch subdivision plan and rezoning applications which were approved by the Town in early 2022. He also expanded on the construction approach related to grading and drainage work; how the design of the homes and garages impact the dimensional measurements of the parking spaces; and that if all approvals are secured, construction can begin in spring 2023.

Q & A

Perkins asked how trash trucks would navigate through the development. Braun noted an on-site feature designed for vehicles to turn around in.

Hood asked about the dog leg piece of the parcel, adjacent to 3rd Street. Braun explained that area helped the applicant achieve the 2.2-acre density requirement for a residential medium zone district.

Winkeller noted the measurement discrepancy of the yellow parking spaces. Braun replied there may be drawing discrepancies, but the civil design set illustrates the correct measurement of 32 feet.

Nutkins asked if the garages can be widened since they are stick built. Braun explained their effort to increase efficiencies around construction costs and that a 15-foot-wide garage is ample space.

Hood asked if the design team has considered other ways to reconfigure tenant parking spaces and increase guest parking spaces throughout the lot.

The Town's Code currently does not have standards for compact parking spaces.

Hoiland asked who qualifies for these homes. 12 will be marketed and sold to school district employees and 4 will be sold on the open market based on Habitat's criteria. This split will remain in perpetuity and is outlined in a separate agreement between ECSD and Habitat.

Braun clarified that the more illustrative landscape plan is part of the submittal. There is no landscape buffer, and the 32-foot driveway width is what is being proposed. The overall design plan is essentially final.

The Commission and Braun debated about the parking spot for unit #15 on the southwest corner of the complex.

Hoiland asked for clarity on the applicant's request to waive the water rights dedication fee. This would be negotiated between the applicant and Town Council through the development agreement.

Public Comment

Public comment opened at 6:44 PM.

Daisy Velasco, 55 Kokanee Lane, Gypsum – Mrs. Velasco is an ECSD employee and an applicant for the 3rd Street homes. She was raised in Eagle County and expressed her desire to continue living and educating in the community.

Sabrina Crawford, Eagle – Ms. Crawford explained she is not against Habitat but expressed this would have a negative impact to the surrounding neighborhoods. She noted that parking, traffic, and snow removal are issues along 3rd Street which raises safety concerns.

Wike responded there are different on-street parking restrictions when there is a snow event, however, he is unaware of parking restrictions on 3rd Street. There is a tremendous amount of snow removal on that street, but the area is not any more problematic than other parts of town. Braun added that the development team ran numbers for the 16 units which revealed a modest number of vehicle trips per day. Staff felt this was not an issue. Also, the proposed plan exceeds the Town's on-site parking requirements.

Public comment closed at 6:53 PM.

Deliberation

The Commission expressed general support of the plan and project, noting compliance with the Town's development standards. Klesner added this project is the right type of housing mix to support the missing middle: local families and workforce who live in an area where it can be difficult to find housing. Nutkins and Winkeller echoed there may be other ways to reconfigure the parking dimensions without burdening the development budget. Hood probed into staff's interpretation of the parking variance serving the greater public good.

MOTION 1: WINKELLER MOTIONED TO RECOMMEND APPROVAL OF THE HABITAT / 3RD STREET HOUSING PRELIMINARY PLAN AND FINAL PLAT, FILE # PPFP22-01, WITH THE FOLLOWING FINDINGS OF FACTS AND CONDITIONS:

FINDINGS:

- 1. THE APPLICATION FOR PPFP22-01 MEETS THE REQUIREMENTS FOR TITLE 4 OF THE MUNICIPAL CODE AND SUBSTANTIALLY SUPPORTS THE 2021 AMENDED ELEVATE EAGLE COMPREHENSIVE PLAN.**

CONDITIONS OF APPROVAL:

- 1. THE FINAL EROSION CONTROL PLAN SHALL RECEIVE APPROVAL BY THE TOWN ENGINEER PRIOR TO BUILDING PERMIT APPLICATION.**
- 2. ALL SLOPES SHALL BE LESS STEEP THAN 2:1.**
- 3. THE FINAL DRAINAGE PLAN AND REPORT SHALL RECEIVE APPROVAL BY THE TOWN ENGINEER PRIOR TO BUILDING PERMIT APPLICATION.**
- 4. WITHIN 30 DAYS OF TOWN COUNCIL APPROVAL AND PRIOR TO RECORDATION OF THE FINAL PLAT, APPLICANT SHALL MAKE TECHNICAL CORRECTIONS TO THE APPLICATION DOCUMENTS AS DIRECTED BY TOWN STAFF. THE TOWN PLANNER MAY GRANT ONE ADMINISTRATIVE EXTENSION OF THIS DEADLINE OF UP TO 30 DAYS, UPON GOOD CAUSE SHOWN. ANY FURTHER EXTENSIONS MUST BE AUTHORIZED BY THE TOWN COUNCIL.**

MOTION WAS SECONDED AND PASSED UNANIMOUSLY.

MOTION 2: KLESNER MOTIONED TO RECOMMEND APPROVAL OF THE HABITAT / 3RD STREET HOUSING DEVELOPMENT PERMIT, FILE # DR22-04, WITH THE FOLLOWING FINDINGS OF FACTS AND AMENDED CONDITIONS:

FINDINGS:

- 1. THE APPLICATION FOR DR22-04 MEETS THE REQUIREMENTS FOR TITLE 4 OF THE MUNICIPAL CODE AND SUBSTANTIALLY SUPPORTS THE 2021 AMENDED ELEVATE EAGLE COMPREHENSIVE PLAN; AND**
- 2. THE REQUESTED DESIGN VARIANCE MEETS CRITERIA #2 FOUND IN SECTION 4.07.160. THAT THE PUBLIC GOOD WOULD BE BETTER SERVED BY GRANTING THE VARIANCE.**

CONDITIONS OF APPROVAL:

- 1. THE ADDRESSES OF THE BUILDING FACING 3RD STREET BE EASILY IDENTIFIABLE FROM THE PRIVATE DRIVE.**
- 2. BEAR-PROOF TRASH RECEPTACLES SHALL BE REQUIRED FOR EACH RESIDENCE.**

3. EXPAND THE DRIVEWAY FOR UNIT #15 TO ALLOW FOR EASIER ACCESS AND IMPROVE OVERALL DRIVEABILITY.

MOTION WAS SECONDED AND PASSED WITH A VOTE OF 4 IN FAVOR (HOILAND, KLESNER, PERKINS, FILIPOWSKI) AND 3 OPPOSED (HOOD, NUTKINS, WINKELLER).

Hood closed file numbers DR22-04 & PPFP22-01.

COMMUNITY DEVELOPMENT DEPARTMENT AND TOWN COUNCIL UPDATE

There was discussion on the recent approval of Resolution 80-2022 related to a pre-development agreement between the Town, Red Mountain Ranch Partnership, and Eagle Meadows specific to the commercial interstate district in East Eagle.

Masonry heaters are now a permitted device and EPA (Environmental Protection Agency) certified as an efficient and clean burning appliance. Staff agreed to conduct further research on a Colorado's clean air certification standards.

The next Code Update Committee meeting is on November 7th and will focus on Planned Unit Development standards. The Planning and Zoning Commission was encouraged to attend.

There was discussion on Haymeadow's obligation to provide the Brush Creek Road extension. Staff verified the Haymeadow developer is still responsible for fulfilling the ADA (annexation and development agreement) requirements and infrastructure. The new owner of the for-sale parcels will be responsible for vertical construction.

Partial grading is underway at the Reserve at Hockett Gulch, but the development agreement will continue to undergo redline changes. Widening Grand Avenue is high priority.

OPEN DISCUSSION

No other discussion items.

ADJOURN

MOTION: PERKINS MOTIONED TO ADJOURN. THE MOTION WAS SECONDED AND PASSED UNANIMOUSLY.

MEETING ADJOURNED AT 7:30 PM.

Peyton Heitzman

From: Cliff Simonton
Sent: Thursday, November 3, 2022 12:06 PM
To: Peyton Heitzman
Subject: FW: Support for the Third Street project

FYI

Cliff Simonton, AICP

Senior Planner

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9649, Fax: 970-328-5203

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



Sender and receiver should be mindful that incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: Allison Kent <aokent@me.com>
Sent: Thursday, November 3, 2022 11:53 AM
To: Cliff Simonton <Cliff.Simonton@townofeagle.org>; ALL COUNCIL <allcouncil@townofeagle.org>
Subject: Support for the Third Street project

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

To Town of Eagle:

I'm a resident of the Bluffs neighborhood (306 Bluffs Drive) and have a son who has attended Eagle Valley Elementary since pre-school and is just this year finishing 5th grade. He will continue on to Eagle Valley Middle next year. I wanted to send this letter to show my enthusiastic support for the Habitat for Humanity and Eagle County Schools "Third Street" project. Beyond my support for affordable housing in general, this location is ideal for numerous reasons: it is within an established neighborhood, within walking distance of Downtown Eagle, at a site already disturbed site served by utilities. The majority of residents will be employed by the school district - we should be doing everything possible to attract and retain these amazing teachers! If I have anything negative to say about this project is that the density could easily be doubled. This housing cannot be completed fast enough.

Thank you.

Allison O Kent
970.390.8530
aokent@me.com

Peyton Heitzman

From: Peyton Heitzman
Sent: Friday, November 4, 2022 10:13 AM
To: Peyton Heitzman
Subject: FW: Habitat for Humanity Support

From: Sarah Watson <skw.watson@gmail.com>
Sent: Thursday, November 3, 2022 10:28 AM
To: Pappy Kerst <pappy.kerst@townofeagle.org>
Subject: Habitat for Humanity Support

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Dear Mayor Turnipseed and Members of the Town Council,

I am writing in support of Habitat for Humanity Vail Valley's (HFHVV) project on Third Street. More low- and middle-income earners need a chance to own a safe, affordable home, where they can raise a family and thrive.

The public benefit is clear! These homes will be built for families earning between \$40,000 to \$112,000 per year. Habitat does not take a developer fee and can issue a 0% or low-interest loan to reduce subsidies required. This is even more important in the economic environment we are now in. I hope the Town of Eagle is proud of its support of this project and will not place further burdens or costs on the project. It is important to be fully supporting these projects to make home ownership available to people who work hard in our community and contribute to the workforce of Eagle county.

I support this project and hope Habitat can move forward quickly.

Thank you,

Dave and Sarah Watson
113 Blue Grouse
Eagle, CO 81631

Peyton Heitzman

From: Peyton Heitzman
Sent: Friday, November 4, 2022 10:14 AM
To: Peyton Heitzman
Subject: FW: Third Street Project Letter of Support

From: Dori Cremer <doricremer@gmail.com>
Sent: Wednesday, November 2, 2022 8:05 PM
To: Scott Turnipseed <scott.turnipseed@townofeagle.org>; Sarah Parrish <sarah.parrish@townofeagle.org>; Janet Bartnik <janetbartnik@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; Pappy Kerst <pappy.kerst@townofeagle.org>; Nick Sunday <nick.sunday@townofeagle.org>; Geoffrey Grimmer <geoffrey.grimmer@townofeagle.org>
Subject: Third Street Project Letter of Support

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November 2, 2022

Dear Mayor Turnipseed and Members of the Town Council,

I am writing in support of Habitat for Humanity Vail Valley's project on Third Street. As a nurse in this valley, I see firsthand the benefits of homeownership, from building community, behavioral health, educational outcomes to physical health. There is a shortage of teachers, law enforcement officers, healthcare workers — and it's only getting worse because of the high cost of housing.

Earlier this year the Town approved a Sketch Plan for the project and rezoning of the parcel to Residential Medium. Based on the size of the proposed parcel, zoning of the property allows for up to 16 dwelling units. In October, the Town's Planning Commission recommended plat and development plan approval; the Eagle Town Council will review our application on Nov. 8.

The public benefit for the project on Third Street is clear. This is a public-private partnership where Habitat for Humanity Vail Valley will build 16 for-sale homes in partnership with families earning less than 100% AMI (\$40,000 to \$112,000 per year). Habitat does not take a developer fee and has the ability to issue a 0-percent or low-interest loans to reduce subsidies required. You don't see this type of homeownership opportunity coming from the private sector. The Town of Eagle should be proud of its support of this project. I hope there will not be further burdens or costs on the project and that Habitat is able to move forward with both staff's and Planning Commission's recommendation to approve with conditions.

All 16 homes will be affordable in perpetuity by way of a permanent affordable housing covenant that runs with the land. The covenant restricts the future sale price of the homes as well as requires future buyers to be income qualified HFHV also maintains the first right to repurchase a home if the owner chooses to sell, ensuring we are able to resell the home to another qualified buyer. In that way, this project and HFHV is building more than just homes, they are changing generations of lives, and creating important community

infrastructure for the future. At the completion of this project there will be 16 more affordable homeownership opportunities in perpetuity in the Town of Eagle.

I urge the Town Council to approve this project so more families can build strong foundations here at home in Eagle.

Best,

Dori and Brent Wambach
81 Pats Cir
Eagle, CO 80631

Peyton Heitzman

From: Peyton Heitzman
Sent: Thursday, November 3, 2022 2:50 PM
To: Peyton Heitzman
Subject: FW: meeting tonight-speaking

From: Suprena Crawford <csuprena@hotmail.com>
Sent: Tuesday, October 18, 2022 7:11 PM
To: Peyton Heitzman <peyton.heitzman@townofeagle.org>
Subject: Re: meeting tonight-speaking

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-I would like to have this on record, that parking on this was a very true problem on 3rd Street is a problem since I moved in 5 years ago. Like I said, if I would have known this was coming up I would have taken pictures and regret not making a formal complaints at the time. **Please let me know the best way to make these complaints in the future to avoid these problems.** Parking on both sides of 3rd Street and poor town maintenance compounded to make it a one-way traffic causing safety issues for the residents and schools. Having another multi-family community with parking variances added to this unmanaged street will just make it worse. The response from who-ever spoke to the road snow removal did not see cars removed from snowbanks after weeks (over a month) of being parked.

-The intersection of Church and 3rd does not meet standard for the traffic imposed on it.

-It has been the Town of Eagle's response or motto that "We will figure it out" in regards to developments and traffic and parking. At some point this will be a huge problem, unfortunately noticed during an emergency situation.

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Peyton Heitzman

From: Peyton Heitzman
Sent: Friday, November 4, 2022 10:13 AM
To: Peyton Heitzman
Subject: FW: Habitat for Humanity Partnership -- Third Street Partnership

From: Toni Rozanski <tonimrozanski@gmail.com>
Sent: Thursday, November 3, 2022 9:16 AM
To: Pappy Kerst <pappy.kerst@townofeagle.org>; Scott Turnipseed <scott.turnipseed@townofeagle.org>; Ellen Bodenhemier <ellen.bodenhemier@townofeagle.org>; Janet Bartnik <janet.bartnik@townofeagle.org>; Geoffrey Grimmer <geoffrey.grimmer@townofeagle.org>; Sarah Parrish <sarah.parrish@townofeagle.org>; Nick Sunday <nick.sunday@townofeagle.org>
Subject: Habitat for Humanity Partnership -- Third Street Partnership

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November 3, 2022

Dear Mayor Turnipseed and Members of the Town Council,

I am writing in support of Habitat for Humanity Vail Valley's project on Third Street. As a Senior Director for the Casey Family Programs, former Eagle County Deputy Director of Human Services, member for the Family Services team at Habitat for Humanity Vail Valley and long-term Eagle resident, I see firsthand the need for more affordable housing — both for educators and families. Hardworking locals — law enforcement officers, teachers, firefighters — build the fabric of our community.

As is the case with virtually every employer in the Eagle River Valley, Eagle County School District is severely impacted by both the lack of housing supply and the cost of housing. Housing has, for a number of years, been a major challenge in recruiting new employees and in retaining existing employees. These challenges have recently become far more acute than they have been in the past. We are losing critical members of our workforce due to our housing crisis.

All 16 homes will be affordable in perpetuity by way of a permanent affordable housing covenant that runs with the land. The covenant restricts the future sale price of the homes as well as requires future buyers to be income qualified HFHVV also maintains the first right to repurchase a home if the owner chooses to sell, ensuring we are able to resell the home to another qualified buyer. In that way, this project and HFHVV is building more than just homes, we are changing generations of lives, and creating important community infrastructure for the future. At the completion of this project there will be 16 more affordable homeownership opportunities in perpetuity in the Town of Eagle.

The public benefit for the project on Third Street is clear. This is a public-private partnership where Habitat for Humanity Vail Valley will build 16 for-sale homes in partnership with families earning less than 100% AMI (\$40,000 to \$112,000 per year). Habitat does not take a developer fee and has the ability to issue 0-percent or low-interest loans to reduce subsidies required. You don't see this type of homeownership opportunity

coming from the private sector. The Town of Eagle should be proud of its support of this project. I hope there will not be further burdens or costs on the project and that Habitat is able to move forward with both staff and Planning Commission's recommendation to approve with conditions.

I love living in this community and value quality of life. Together, more families can thrive here at home in Eagle. If you would like additional information from me, please feel free to contact me at tmrozanski@yahoo.com. Thank you in advance for your consideration and support.

Best,

Toni Rozanski
120 Ringneck
Eagle, CO

Peyton Heitzman

From: Peyton Heitzman
Sent: Friday, November 4, 2022 2:51 PM
To: Peyton Heitzman
Subject: FW: Third Street Housing Project

From: Jennie Koenig <j_hursey@yahoo.com>
Sent: Friday, November 4, 2022 11:29 AM
To: ALL COUNCIL <allcouncil@townofeagle.org>; Cliff Simonton <Cliff.Simonton@townofeagle.org>
Subject: Third Street Housing Project

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Good morning,

I'm a resident of the Terrace neighborhood (21 years in the valley and 13 years in Eagle) and have two children that attended Eagle Valley Elementary School and now one at Eagle Valley Middle School. I wanted to send this letter to show my support for the Habitat for Humanity and Eagle County Schools "Third Street" project. We need more affordable housing and this location is ideal due to easy access to neighborhoods, down town, schools and I70. We desperately need housing for teachers as this year I have personally seen the decline of the middle school being able to employ proper teachers. My oldest son's education is being directly impacted by the lack of housing for teachers. I hope with the approval of this project, you seriously consider the access points for this complex as the fire station area is already congested with people, cars that are abandoned, people who live on Third and allowed on street parking (let alone getting in and out of their driveways), and daily traffic including pick up and drop-off for both schools. The land is ready for an affordable housing project, but the congested traffic around it will be problematic and potentially unsafe for all of the kids/families that walk and bike to both schools everyday.

Thank you,
Jennie Koenig
315 Golden Eagle
970-376-4142



September 26, 2022

Town Council, Town of Eagle
C/O Peyton Heitzman, Town Planner
P.O. Box 609
Eagle, CO 81631

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Clyde Hanks

Dick Michaux

Rick Mueller

Mack Nichols

Ruth Powers

Amanda Precourt

Barbara Scrivens

Bud Wonsiewicz

Dear Mayor Turnipseed and Council Members,

Habitat for Humanity Vail Valley (HFHVV) has submitted applications to the Town of Eagle for the proposed housing project on 3rd Street. This is an exciting project for HFHVV. With the goal of bring more affordable home ownership opportunities to Eagle County, this project may drive operational change and enhance our current site-built program – with the use of modular construction and a 3rd party general contractor.

The level of need in our community for affordable housing is greater than we have seen before. At HFHVV, our stakeholders have asked us to rise to the occasion and think differently about our model – how can we build on the successful affordable home ownership model we have been honing locally since 1995 and deliver more homes for local families that our community so desperately needs. To meet the growing need, we are embarking on an aspirational plan to build 40 affordable, for-sale homes from 2022-2024, a 100% increase from 2019-2021.

This project on 3rd Street in Eagle is part of the answer to the need, and our hope is to provide 16 additional affordable home ownership opportunities for local families. 100% of the homes in the project will be sold to families earning between 35-100% AMI and will remain permanently affordable. With this project, we are creating assets for the Eagle community in perpetuity.

This past summer, we spent an inspiring afternoon with Johnathan Reckford, the CEO from Habitat for Humanity International, who was learning more about our project on 3rd Street. With this national attention, our hope is that we are able to create a model that is replicable by affiliates and other non-profit home builders throughout the country.

The Producer Price Index for Construction Materials has risen by 50% in the last 18 months making home ownership even further out of reach for local, hardworking community members. For this reason and many others, we cannot do this work alone, and we hope that the Town of Eagle will consider joining us as one of the many fiscal partners by waiving the fire protection, public safety and street improvements impact fees on the project. The other partners on the project currently include Eagle County Schools (ECS), Eagle County and Fading West Building Systems. ECS is donating the land upon which the homes will be built. Eagle County has donated 50% of the permit and tap fees and is currently evaluating other ways to participate in the project. Fading West Building Systems is providing preferred pricing on the modular homes. This list will continue to grow as we are in conversations with other entities including Holy Cross Energy and a few others.

Below is a summary of fees requested for waiver:

- Street improvement fees: \$646 per unit
- Fire impact fee: \$1,135.07 per unit
- Public safety fee: \$1,407.49 per unit
 - Total: \$51,016.96

While we do not yet know the outcome of our application, we've been working collaboratively with town staff to submit a letter of intent to the Colorado Department of Local Affairs, with funding from HB21-1271, to cover the impact fees requested for waiver as well as other development expenses. We've applied to the Incentives Grant Program, which provides grants to local governments to promote the development of affordable housing. If approved, the waiver approval would be a budget neutral event for the town.

No one can say it better than those who benefit from our program.

"The chance to have a Habitat home will mean I can remain working in and serving the community I've been a part of for nearly 30 years – in my role supporting kids with disabilities from middle school to their transition into jobs and adulthood. I strongly believe that living where you work strengthens communities and connections."

Future Habitat homeowner and ECS teacher

We kindly request that you give thoughtful consider to joining us as a fiscal partner in this project to help bring permanent affordable housing to Eagle.

With gratitude,



John Welaj
Executive Director
Habitat for Humanity Vail Valley



September 26, 2022

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Pete Thompson

Vice President

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Kathy Chandler-Henry

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Lisa Dennis

David Honeyfield

Laureen Hopkins

Magdalena Lopez

Kevin O'Donnell

Don Remey

Michael Routh

Chris Rowberry

Mr. Larry Pardee, Town Manager

Town of Eagle

200 Broadway

Eagle, CO 81631

RE: Habitat for Humanity Vail Valley 3rd Street Project Waiver request to Water Rights Dedication Requirement

Dear Mr. Pardee:

I am writing you regarding Habitat for Humanity Vail Valley's (HFHVV) proposed housing project at the Eagle County School District's school campus on 3rd Street. As you know, the lack of affordable housing in the Eagle River Valley is a critical issue that is affecting many aspects of our community. The level of need for quality, affordable housing in our community is greater than we have ever seen. The homes proposed for 3rd Street in Eagle is part of the answer to addressing this need, and our hope is to provide 16 additional affordable home ownership opportunities for local families. 100% of the homes in the project will be sold to families earning between 35-100% AMI and will remain permanently affordable.

In Memoriam

Mark Ristow

Gary Shimanowitz

With this project, we are creating assets for the Eagle community in perpetuity. We are grateful to have partners assisting with this effort. These include the Eagle County School District (providing the land for the project), Eagle County (providing financial assistance) and Fading West (our modular home manufacture). It is our hope that the Town of Eagle will consider joining us as a financial partner in the project by waiving water rights dedication "cash in lieu" fees as required by Section 12.26.030 of the town code.

The waiver of these fees will directly lower the cost of these sixteen homes, and in doing so help HFHVV meet our goal of providing affordable homes for our community. In evaluating this request we ask that you consider the following:

- ECSD's 3rd Street Campus has been within the town boundary and served by the town's water system for decades.
- The development site is proposed for land that is currently irrigated lawn and the housing project will "dry up" approximately .8 acres of irrigated area, a significant reduction in irrigated area. While we have not "run the numbers", the reduced water use for irrigation may well exceed the consumptive water use of the sixteen small homes.
- The water rights waiver will assist HFHVV in creating affordable housing in the heart of Eagle, something that is supported by many elements of the 2021 Elevate Eagle Comprehensive Plan.

Directors Emeritus

Dick Bourret

Clyde Hanks

Dick Michaux

Rick Mueller

Mack Nichols

Ruth Powers

Amanda Precourt

Barbara Scrivens

Bud Wonsiewicz

We appreciate your consideration of this request. I am available to meet with you at any time to discuss the project and how the Town can help with this critically important effort.

With gratitude,

A handwritten signature in black ink that reads "John Welaj". The signature is written in a cursive, flowing style.

John Welaj
Executive Director
Habitat for Humanity Vail Valley

Peyton Heitzman

From: Ashley Moffatt <ashley.moffatt@lrewater.com>
Sent: Wednesday, November 2, 2022 3:03 PM
To: Peyton Heitzman
Cc: Mary Elizabeth Geiger; Tom Gosiorowski
Subject: Re: Water Dedication Waiver Request
Attachments: 2017 Aerial Photograph.pdf; 2019 Aerial Photograph.pdf; 2021 Aerial Photograph.pdf

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Hey Peyton -

In reviewing aerial photographs of the proposed 2.3 acre 3rd Street Campus property, it appears that from 2017 dating back to at least 1999 a portion of this area was impervious and not irrigated. In the attached figure, showing the property in 2017, the impervious area is equal to approximately 0.65 acres, and the remaining 1.65 acres (1.65 ac + 0.65 ac = 2.3 ac) was then irrigated. After 2017, the impervious areas were removed; however, the 3rd Street Campus property does not appear to be actively irrigated, as shown in the figure with aerial photographs from 2019 and 2021.

If we use the irrigated area from 2017 as a basis, the proposed project will irrigate approximately 0.15 acres less than what was historically irrigated (1.65 ac - 1.50 ac = 0.15 ac). Then, using a consumptive use rate of 2.10 ft/year for bluegrass, the net gain from this irrigation reduction would be 0.315 AF (2.10 ft/year * 0.15 ac = 0.315 AF). This consumptive use rate was based on the water court case that the Town decreed for the Lower Basin Augmentation Plan.

The new domestic demand for the proposed 3rd Street Campus was calculated based on 350 gallons per day per unit. This demand is typical for a 3 bedroom unit, which is assumed to house, on average, 3.5 persons at a rate of 100 gpcd. This annual water demand is equal to 6.3 AF or approximately 2 MG (350 gpd/unit * 16 units * 365 days = 2,044,000 gallons). Then, using a consumptive use rate of 5%, the net depletion would be 0.315 AF (6.3 AF * 0.05 = 0.315 AF). The consumptive use rate of 5% for a domestic supply connected to the Town's central sewer system was based on the water court case that the Town decreed for the Lower Basin Augmentation Plan.

In total, this quick analysis shows that the reduction in the amount of irrigation balances the addition of new domestic demands (+0.315 AF Irrigation Reduction - 0.315 AF New Domestic = 0). Please let me know if you have questions and/or need additional review and analysis.

Cheers,

Ashley N. Moffatt, P.E.

Senior Project Engineer | Business Unit Manager

Office: 970-945-6777 | Mobile: 303-859-1725

Ashley.Moffatt@LREwater.com



LREWATER.COM

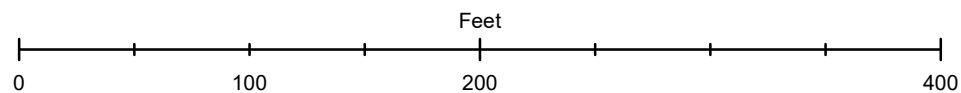
909 Colorado Ave., Glenwood Springs, CO 81601

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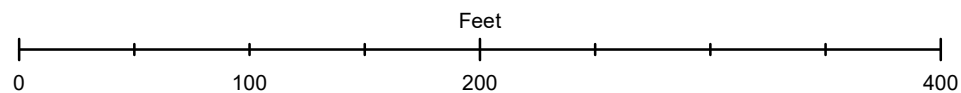
3rd Street Campus Irrigation Analysis
2017 NAIP Aerial Photograph



Date: 2022-11-02
File: 20161-9.34
Drawn: ANM
Approved: ANM



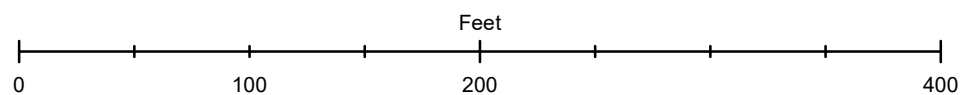
3rd Street Campus Irrigation Analysis
2019 NAIP Aerial Photograph



Date: 2022-11-02
File: 20161-9.34
Drawn: ANM
Approved: ANM



3rd Street Campus Irrigation Analysis 2021 NAIP Aerial Photograph



Date: 2022-11-02
File: 20161-9.34
Drawn: ANM
Approved: ANM

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 82
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A MAJOR DEVELOPMENT PERMIT, PRELIMINARY PLAN, FINAL PLAT,
AND ASSOCIATED DEVELOPMENT AGREEMENT FOR 747 EAST THIRD STREET

WHEREAS, Eagle County School District (the "Owner") owns the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, Habitat for Humanity Vail Valley (the "Developer") has filed with the Town an application for approval of a Major Development Permit to construct 8 duplex units (the "MDP Application");

WHEREAS, the Developer has also filed with the Town an application for approval of a Preliminary Plan and Final Plat to subdivide 15.7 acres into two lots, Lot 2A and Lot 2B (the "Final Plat Application");

WHEREAS, at a properly-noticed public hearing on October 18, 2022, the Planning and Zoning Commission reviewed the MDP Application and the Final Plat Application, heard comments from the Developer, Town staff and the public, and recommended that the Town Council approve both the MDP Application and the Final Plat Application with conditions; and

WHEREAS, at a properly-noticed public hearing on November 8, 2022, the Town Council reviewed the MDP Application and the Final Plat Application and heard comments from the Developer, Town staff and the public.

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

Section 1. Findings.

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

b. Based on the recommendation of the Planning and Zoning Commission, input from Town staff and any public comment received, the Town Council finds that the Final Plat Application complies with the applicable criteria in Chapters 4.06, 4.07, and 4.13 of the Eagle Municipal Code (the "Code").

c. The Town Council finds that the project contemplated by the MDP Application and the Final Plat Application will encourage activities that provide significant social, economic or

cultural benefits, and as such, the Town Council waives the fire protection impact fee, the street improvement impact fee and the public safety impact fee that would otherwise be due for the project.

Section 2. Decision.

a. Based on the foregoing findings, the Town Council approves the MDP Application, subject to the following condition: the final site plan shall include an expanded drive area for the furthest southwest building to allow for easier ingress and egress to the garage, and the site plan must be approved by the Town Planner prior to the filing of an application for a building permit.

b. Based on the foregoing findings, the Town Council approves the Final Plat Application, subject to the following conditions:

- i. Within 30 days of the date of this Resolution, the Developer shall make technical and redline corrections to the Final Plat Application as identified by Town staff;
- ii. The final erosion control plan shall be approved by the Town Engineer prior to Building Permit application;
- iii. All slopes shall be less steep than 2:1; and
- iv. The final drainage plan and report shall be approved by the Town Engineer prior to Building Permit application.

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 NOVEMBER 8, 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 _____, 2022 (the "Effective Date"), by and among the TOWN OF EAGLE, COLORADO, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"); HABITAT FOR HUMANITY VAIL VALLEY, a Colorado nonprofit corporation with an address of 455 Nottingham Ranch Road, Avon, CO 81620 ("Developer"), and EAGLE COUNTY SCHOOL DISTRICT, RE-50J, a Colorado public school district with an address of 948 Chambers Avenue, P.O. Box 740, Eagle, CO 81631 ("ECSD") (each a "Party" and collectively the "Parties").

WHEREAS, ECSD owns the real property more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, on January 25, 2022, ECSD and the Town entered into a preliminary development agreement, a copy of which is recorded with the Eagle County Clerk and Recorder at Reception No. 202202626 (the "Original Development Agreement");

WHEREAS, this Agreement is intended to replace the Original Development Agreement;

WHEREAS, Developer desires to develop the Property (the "Development"), and has filed an application for approval of a Preliminary Plan and Final Subdivision Plat for the Property (the "Final Plat"), and an application for a Major Development Permit (the "MDP"); 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

This Agreement is intended to set forth the Parties' understanding regarding the Development. This Agreement does not 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.

SECTION 2 – PUBLIC 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 MDP and Development Plan.

2.2 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.

2.3 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 cost of the Public Improvements is set forth in **Exhibit B**, 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 Engineer may request, in accordance with the Town's engineering standards, Water Distribution Regulations, and Wastewater Regulations, or as otherwise determined by the Town Engineer. 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.

d. An erosion control plan shall be approved by the Town Engineer prior to the filing of the first building permit application for the Development.

2.4 Completion.

- a. The Public Improvements shall be completed on or before December 1, 2024.
- 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 issue a written determination as to whether the Final Acceptance Punch List work has been satisfactorily completed within 30 days of Developer's request. 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.

SECTION 3 – WARRANTY

Developer warrants all Public Improvements for a period of 2 years from the date the Town's Engineer certifies that the Public Improvements conform with the terms of this Agreement and the Code. 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 – WILDLIFE

The Development shall include bear-proof trash receptacles.

SECTION 6 - WATER AND WASTEWATER SERVICE

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

6.2 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.

6.3 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.

6.4 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.

6.5 Stormwater. Prior to the filing of the first building permit application for the Development, Developer's drainage plan shall be approved by the Town Engineer.

SECTION 7 - PERFORMANCE GUARANTEE

7.1 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.

7.2 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.

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

7.4 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.

7.5 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.

7.6 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.

7.7 Draw. If the required Public Improvements are not satisfactorily constructed or completed within the time specified in Section 2.4, 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 8 – 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 Housing Covenant for the Property, which will satisfy Developer's LERP obligations, is attached hereto as **Exhibit C** and incorporated herein by this reference (the "Housing Covenant"). Prior to any construction occurring on the Property, Developer shall record a deed restriction that requires imposition of the Housing Covenant on each lot within the Development.

SECTION 9 - INDEMNIFICATION

9.1 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.

9.2 By Developer. In addition to the indemnification required by Section 9.1, 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 10 - INSURANCE

10.1 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.

10.2 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.

10.3 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.

10.4 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 11 - REIMBURSEMENT OF COSTS

11.1 Development Review Costs. Pursuant to Section 4.03.080(B)(3) 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.

11.2 Inspection Costs. Prior to the approval and acceptance of the construction and installation of the required Public Improvements, Developer shall pay to the Town the actual cost of all inspections of such Public Improvements made or conducted at the direction of the Town Administrator, Town Engineer, or Public Works Director, including the reasonable value of a salaried employee's time, as provided in Section 4.03.080(A) of the Code.

SECTION 12 – FEES AND DEDICATIONS

12.1 Fee Waiver. Because the Development will provide significant social, economic and cultural benefits by providing attainable housing, the Town hereby waives the street

improvement fee set forth in Section 4.13.220 of the Code, the fire protection impact fees set forth in Section 4.13.230 of the Code, and the public safety impact fees set forth in Section 4.13.240 of the Code.

12.2 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 13 – BREACH AND REMEDIES

13.1 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.

13.2 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.

13.3 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 14 - MISCELLANEOUS

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

14.2 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.

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

14.4 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.

14.5 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.

14.6 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.

14.7 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.

14.8 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. Upon the Effective Date, the Original Development Agreement shall terminate and be of no further force and effect.

14.9 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.

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 SCHOOL DISTRICT RE-50J

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2022, by
_____ on behalf of Eagle County School District RE-50J.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Notary Public

DEVELOPER

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2022, by
_____ as _____ of Habitat for Humanity Vail Valley.

WITNESS MY HAND AND OFFICIAL SEAL.

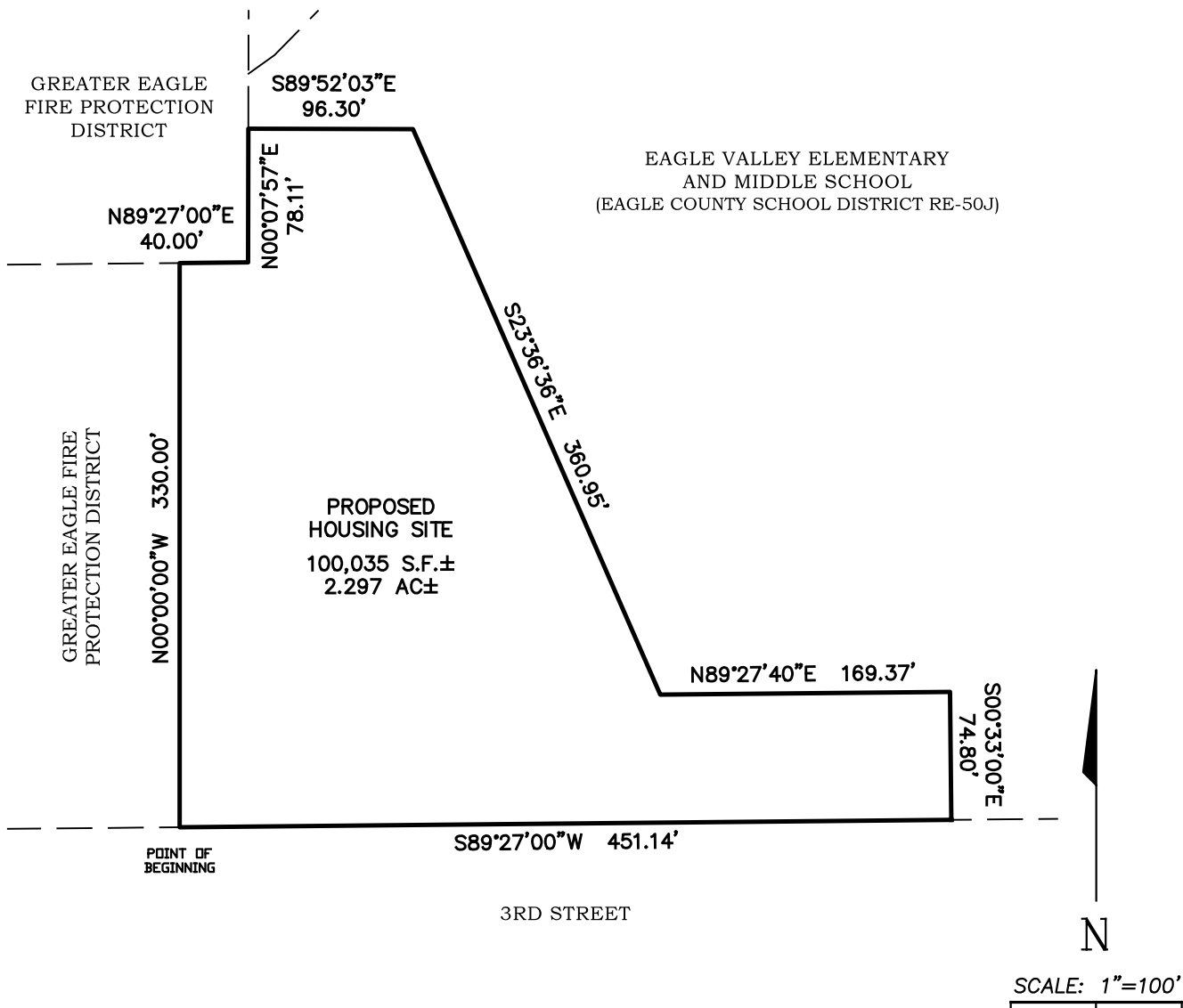
My commission expires: _____

Notary Public

2.3 ACRE PROPOSED HOUSING SITE EXHIBIT

A PORTION OF EAGLE VALLEY ELEMENTARY
AND MIDDLE SCHOOL SUBDIVISION

EXHIBIT
A



2.3± ACRE DESCRIPTION

A 2.3± ACRE PORTION OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF EAGLE, EAGLE COUNTY, COLORADO, ALSO BEING A PORTION OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION, ACCORDING TO THE FINAL PLAT OF EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION RECORDED MARCH 11, 2019 AT RECEPTION NO. 201903217, EAGLE COUNTY, COLORADO, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION; THENCE ALONG THE WESTERLY PROPERTY LINE OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION THE FOLLOWING THREE COURSES; NORTH 330.0 FEET; THENCE N89°27'00"E 40.00 FEET; THENCE N00°07'57"E 78.11 FEET; THENCE DEPARTING THE WESTERLY PROPERTY LINE OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION AND CONTINUING ALONG THE FOLLOWING FOUR COURSES; S89°52'03"E 96.30 FEET; THENCE S23°36'36"E 360.95 FEET; THENCE N89°27'40"E 169.37 FEET; THENCE S00°33'00"E 74.80 FEET TO A POINT ON THE SOUTHERLY PROPERTY LINE OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION; THENCE ALONG THE SOUTHERLY PROPERTY LINE OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION S89°27'00"W 451.14 FEET TO THE POINT OF BEGINNING; SAID PORTION OF LAND CONTAINING 100,035 SQUARE FEET / 2.297 ACRES MORE OR LESS



2.3 ACRE HOUSING SITE EXHIBIT
A PORTION OF THE EAGLE VALLEY ELEMENTARY
AND MIDDLE SCHOOL SUBDIVISION,
LOCATED IN THE SW 1/4 OF SECTION 33
TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH P.M.
TOWN OF EAGLE, EAGLE COUNTY, COLORADO

SHEET:
1 OF 1
DATE:
12/02/2021
DWG NO:
21060-01
CLIENT:
BRAUN ASSOC.

MERIDIAN
LAND SURVEYING, L.L.C.
P.O. Box 2225 Gypsum, CO 81637
(970) 524-0963

Exhibit B

P.O. Box 3901
Eagle, Colorado 81631

**YARNELL CONSULTING &
CIVIL DESIGN, LLC**

970) 323-7008

6/24/2022

129 Midland Avenue
Basalt, Colorado 81621

ENGINEER'S OPINION OF PROBABLE COST

Project Name: Third Street Parcel Public Improvements

Project No.: 22.010

Item No.	Description	Quantity	Units	Unit Price	Ext. Price
	GENERAL				
1	Mobilization	1	LS	\$ 12,000.00	\$ 12,000.00
2	Construction Surveying / Staking		LS	\$ 6,500.00	
3	Traffic Control	10	Day	\$ 900.00	\$ 9,000.00
	DEMOLITION				
4	Sawcut	96	LF	\$ 2.65	\$ 254.40
5	Asphalt Pavement Removal	2420	SF	\$ 0.50	\$ 1,210.00
6	Concrete Sidewalk Removal	332	SF	\$ 3.00	\$ 996.00
7	Concrete Curb & Gutter Removal	57	LF	\$ 6.00	\$ 342.00
	SANITARY SEWER UTILITY				
8	Sanitary Sewer Manhole (4' dia.)	5	Ea	\$ 5,760.00	\$ 28,800.00
9	8-inch PVC Sewer Main	376	LF	\$ 87.25	\$ 32,806.00
	WATER UTILITY				
10	Connection to Ex. Water Main	2	Ea	\$ 4,360.00	\$ 8,720.00
11	8-inch Ductile Iron Water Main ¹	371	LF	\$ 120.00	\$ 44,520.00
12	Fire Hydrant	2	Ea	\$ 12,330.00	\$ 24,660.00
13	6-inch Ductile Iron Hydrant Lateral	47	LF	\$ 109.70	\$ 5,155.90
	FLATWORK				
14	Asphalt Pavement	90.825	Tons	\$ 200.00	\$ 18,165.00
15	Concrete Cross Pan	364	SF	\$ 18.40	\$ 6,697.60
16	Concrete Sidewalk	193	SF	\$ 12.45	\$ 2,402.85
17	Gravel Base Course	100.541	Tons	\$ 45.00	\$ 4,524.36
Notes: 1. Pipe cost includes valves, fittings and restraint.		Sub-Total* =			\$ 200,254.11
		5% Contingencies =			\$ 10,012.71
		5% Testing & Observation =			\$ 10,012.71
		Total =			\$ 220,279.52

*This tabulation of costs represents Yarnell Consulting & Civil Design, LLC's (YCCD's) opinion of the costs associated with completing the scope of work. Since many factors determine the ultimate cost of construction, YCCD cannot offer any warranty as to the information provided. It is recommended that a qualified contractor review the scope of work to confirm the costs.

**HABITAT FOR HUMANITY VAIL VALLEY, INC.
PERMANENTLY AFFORDABLE HOUSING
COVENANT**

***Compliance with the provisions of this Covenant shall be
deemed to be a requirement of title.***

WHEREAS, HABITAT FOR HUMANITY VAIL VALLEY, INC., a Colorado nonprofit corporation, ("Declarant"), is the owner in fee simple of the following described real estate, situate in the County of Eagle and State of Colorado, to wit:

[INSERT LEGAL DESCRIPTION], County of Eagle, State of Colorado (the "Property"):

WHEREAS, Declarant wishes to provide for certain restrictions relating to the use, ownership and resale the Property for the purpose of maintaining the Property as permanently affordable, as more particularly provided herein; and

NOW THEREFORE, Declarant does hereby publish and declare that the following terms, restrictions and limitations shall be deemed to run with the Property and shall be a burden to any person acquiring or owning an interest in the Property, their grantees, personal representatives, heirs, successors and assigns (hereinafter, an "Owner") for so long as this Covenant remains in force and effect with respect to the Property:

1. Definitions.

The following terms shall have the following meanings herein:

A. "Area Median Income" means the Area Median Income amounts reported annually for single persons and households of various sizes by HUD, or by any successor United States Government department, agency, or instrumentality, for the metropolitan statistical area which includes Eagle County, Colorado. In the event that the Area Median Income is substantially changed, re-named, or abandoned by the United States Government, then in its place shall be substituted the index established by the United States Government that most closely resembles the Area Median Income, as determined by Declarant.

B. "Domestic Partner" means a "partner in a civil union" or "partner to a civil union" with a person as defined in the Colorado Civil Union Act, Colorado Revised Statutes Section 14-15-101, *et. seq.*, as amended from time to time.

C. “Eligible Buyer” means a person who is certified by the Declarant and qualified as described in Paragraph 3.A. hereof.

D. “First Deed of Trust” means a deed of trust or mortgage which is recorded senior to any other deeds of trust or liens against the Property to secure a loan made by an institutional lender used to purchase the Property by an Eligible Buyer. The First Deed of Trust does not include any subsequent deeds of trust for refinancing or increasing the debt encumbrance on the Property, or any deed of trust made by a person who is not an Eligible Buyer.

E. “Household” means the definition of household under 24 CFR 92.2 and includes all the people who intend to occupy a housing unit. A Household includes the related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit. A person living alone in a housing unit, or a group of unrelated people sharing a housing unit as spouses or Domestic Partners, are also counted as a Household.

F. “HUD” means the United States Department of Housing and Urban Development.

G. “Income” means the definition of income under HUD income qualifying guidelines as defined in 24 CFR 5.609 “Annual Income” and 24 CFR 5.611 “Adjusted Income” as modified by the Declarant to operate a homeownership program. In the event that the above is not in effect or the definition of income under the above is substantially modified, then “Income” shall mean the anticipated total income for the next 12 month period received from all sources by each member of the Household, excluding, however, temporary or non-recurring income (including gifts), income from the employment of children under age 18, payments for the care of foster children or foster adults, amounts received specifically for the reimbursement of medical expenses for a member of the Household, and other Declarant allowed deductions.

H. “Institutional Lender” means any bank, savings and loan association, or any other institutional lender which is licensed to engage in the business of providing purchase money mortgage financing for residential real property.

I. “Owner” means any subsequent certified buyer, devisee, transferee, grantee, owner or holder of title of the Property or any portion of the Property.

J. “Primary Residence” means the residence which Owner occupies for a minimum of 10 full months out of every calendar year and is the usual place of return for housing as documented by the following as applicable: motor vehicle registration, driver's license, Colorado state identification card, voter registration, tax documents, school registration records, employment records, phone bill, credit card bills and utility bills. A person can only have one Primary Residence.

K. “Real Property” means land and improvements or common interest ownership and improvements.

L. “Transfer” means any sale, assignment or transfer, voluntary, involuntary or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee’s sale, deed in lieu of foreclosure, or otherwise) of any interest in the Property, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, a leasehold interest (except for a lease allowed by Paragraph 14, Rental Conditions), or any interest evidenced by a land contract by which possession of the Property is transferred and Owner retains title.

2. Requirement of Title; Additional Guidelines, Rules and Regulations.

A. Compliance with the provisions of this Covenant shall be deemed to be a requirement of title. The Property may not be transferred to anyone other than an Eligible Buyer. Eligible Buyers must have a current and valid certification from the Declarant in order to be eligible to purchase the Property.

B. Declarant shall have the right to adopt and amend, from time to time, rules, regulations and guidelines with respect to all of the definitions, terms, conditions and obligations contained in this Covenant, and any such rules, regulations and guidelines shall be binding upon the Owner. **OWNERS AND POTENTIAL ELIGIBLE BUYERS ARE ADVISED TO CONTACT DECLARANT WITH RESPECT TO ANY RULES, REGULATIONS AND GUIDELINES IN FORCE OR EFFECT FROM TIME TO TIME RELATED TO THIS COVENANT.**

3. Eligible Buyers.

A. With the exceptions listed below, title to the Property may only be transferred to a buyer or buyers who have been certified by the Declarant as an Eligible Buyer. In order to qualify, a Household’s projected Income may not be more than one hundred percent (100%) of Area Median Income. The Income and assets of all persons in the Household shall be used in determining the buyer’s Income, assets and eligibility.

B. The following transfers are exceptions to the above requirement, provided that the new Owner, other than an estate, shall use the Property as his, her or their Primary Residence:

- i. A transfer resulting from the death of an Owner where the transfer is to the spouse or Domestic Partner who is also an Owner.
- ii. A transfer to the Owner’s estate following the Owner’s death for the purpose of administering the estate and distributing the assets thereof during a limited period of time.
- iii. A transfer resulting from the death of an Owner when the transfer is to one or more children of the deceased Owner.
- iv. A transfer by an Owner where the spouse or Domestic Partner of the Owner becomes the co-owner of the Property.

- v. A transfer resulting from a decree of dissolution of the marriage or legal separation or from a property settlement agreement incidental to such a decree by which a spouse who is an Owner becomes the sole Owner of the Property.
- vi. A transfer directly resulting from a termination of a registered Domestic Partnership by which a Domestic Partner who is an Owner becomes the sole Owner of the Property.

4. Good Faith Marketing and Selection Process.

The Owner shall engage in good faith marketing efforts such that members of the public have a fair chance to become informed of the availability of the Property. The Declarant shall be notified in writing of the Owner's interest in transferring the title to the Property ("Intent to Sell Notice") at least 45 days before any transfer.

5. Resale Price Limit.

A. The Property may not be transferred for more than an amount calculated in accordance with this Paragraph 5.A., as follows:

- i. Start with the contracted purchase price approved by the Declarant that the selling Owner paid for the Property;
- ii. Each year, effective on the anniversary of the date that the selling Owner acquired title to the Property and prorated for any partial year, multiply the original purchase price by one-half percent (0.5%) of the original purchase price;
- iii. Each year add the product of the multiplication described in Paragraph 5.A.ii. to the original purchase price;
- iv. Add the amount of eligible capital improvement credit that has been approved by the Declarant up to the time the Intent to Sell Notice is delivered to Declarant. Eligible capital improvement credits are only those improvements and amounts approved by the Declarant. To qualify for an eligible capital improvement the Owner must submit to the Declarant in advance of constructing the capital improvement a request for approval of any proposed capital improvement and obtain that approval. Eligible capital improvements must be completed in a workmanlike manner. If it is discovered at the time the work is done, or at a later point, the work was not done in a workmanlike manner the amount of credit will be reduced or eliminated;

- v. Deduct the amount of any excessive damage assessment determined by the Declarant. Prior to closing, the Declarant shall have the right to inspect the Property or use a report prepared by a professional home inspector hired by either the Owner or a potential buyer to determine whether the Owner has complied fully with the maintenance obligations set forth in Paragraph 12, Maintenance of the Property, hereof. If, after such an inspection, the Declarant determines in its judgment based on the Declarant's inspection policy that the Owner has not fully complied with this obligation, the Declarant shall determine in its judgment the cost to complete such repairs, replacements, and other work necessary to restore the Property to a good, safe and habitable condition in all respects, and to bring it into full compliance with all applicable laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Property. This amount shall be called the excessive damage assessment, and it shall be included in the calculation of the Resale Price Limit. The Declarant may factor into the calculation any agreement by the Owner to make repairs when determining the Resale Price Limit. The Declarant may adjust the excessive damage assessment up until the date of sale based on changes in the condition of the Property or the Owner's failure to comply with agreements to make repairs; and
- vi. Add the amount of the sales commission paid by the Owner, in a reasonable amount approved by Declarant in advance.

B. Nothing in this Covenant shall prohibit an Owner from making an improvement to the Property which does not qualify as an Eligible Capital Improvement. However, only Eligible Capital Improvements may be included in the calculation of the Resale Price Limit, as set forth herein.

C. If the Owner reasonably disputes the Declarant's determination of the amount of an Eligible Capital Improvement or of an Excessive Damage Assessment, the Owner may request that the dispute be arbitrated. The Owner shall choose the arbitrator from a list provided by the Declarant, and the arbitration shall be conducted in accordance with the applicable rules of the American Arbitration Association, or of any similar successor organization. The decision of the arbitrator shall be final and binding upon the parties. The Owner shall pay for all costs of the arbitration, whatever the arbitrator's decision may be.

D. Nothing in this Covenant represents or guarantees that the Property will be re-sold at an amount equal to the Resale Price Limit. Depending upon conditions affecting the real estate market, the Property may be re-sold for less than the Resale Price Limit.

6. Declarant's Purchase Right.

In order to preserve the affordability of the Property for persons of low or moderate Income, upon receipt of an Intent to Sell Notice from the Owner the Declarant shall have the right to purchase the Property ("Purchase Right") at the lesser of (i) the Appraised Value of the

Property or (ii) Resale Price Limit as calculated in Paragraph 5, Resale Price Limit, but not including any sales commission mentioned in Paragraph 5.A.vi.

If the Declarant elects to purchase the Property, it shall exercise the Purchase Right by notifying the Owner, in writing, of such election ("Notice of Exercise of Right") within 30 days of the receipt of the Intent to Sell Notice, or the Purchase Right shall expire. Having given such notice, the Declarant may either proceed to exercise the Purchase Right directly by purchasing the Property or may assign the Purchase Right to any other party in Declarant's discretion. In either case, the Declarant or its assignee shall enter into a contract to purchase the property within seven days of exercising the Purchase Right. The purchase (by the Declarant or the Declarant's assignee) must be completed within 90 days of the Declarant's Notice of Exercise of Right, or the Owner may sell the Property as provided in Paragraph 4, Good Faith Marketing and Selection Process. The time permitted for the completion of the purchase may be extended by mutual written agreement of the Owner and the Declarant.

If the Declarant assigns its Purchase Right, the Resale Price Limit shall be increased by the amount set annually by the Declarant as necessary to cover the administrative costs of assigning its Purchase Right and the Declarant shall be entitled to these additional sale proceeds in order to cover the administrative costs associated with assigning its Purchase Right.

If the Purchase Right has expired or if the Declarant, or its assignee, has failed to complete the purchase within the 90-day period allowed above, the Owner may sell the Property according to Paragraph 4, Good Faith Marketing and Selection Process, for no more than the Resale Price Limit as calculated according to Paragraph 5, Resale Price Limit, and subject to all requirements, terms and conditions contained in this Covenant.

7. Complete Consideration Stated on Deed.

The complete consideration for any transfer of the Property shall be stated on the deed transferring title. Owner shall not accept any consideration above the purchase price.

8. Declarant's Right to Acquire Owner's Interest.

A. The Owner agrees to give immediate notice to the Declarant upon the first to occur of:

- i. The date any notice of foreclosure is provided to the Owner or any foreclosure is commenced against the Property under the First Deed of Trust, or
- ii. The date when Owner becomes 21 days late in making a payment on any indebtedness encumbering the Property required to avoid foreclosure of the First Deed of Trust.

B. At any time within 60 days after receipt of any notice described in Paragraph 8.A., the Declarant may (but shall not be obligated to) proceed to make any payment required

in order to avoid foreclosure or to redeem the Property after a foreclosure. Upon making any such payment, the Declarant shall succeed to all rights of the Owner to the Property and shall assume all of the Owner's rights and obligations under the First Deed of Trust, subject to the terms of this Covenant. In such event the Owner shall forthwith quit the Property and relinquish possession thereof to the Declarant. Failure to quit the property shall subject the Owner to eviction.

C. The Owner may redeem his, her or their interest in the Property by payment to the Declarant of all sums paid by the Declarant in connection with the First Deed of Trust and all other sums reasonably expended by the Declarant in relation to the Property, plus nine percent (9%) simple interest from each date of expenditure. This redemption may only occur within 90 days of the Declarant making any payment described in Paragraph 8.B. As of the date of such redemption, the Owner shall re-assume all of the rights and obligations under the First Deed of Trust. At the end of such 90-day period, if the Owner's interest has not been so redeemed, all right, title and interest of the Owner in the Property shall be extinguished, and the Owner shall execute a quit claim deed to the Declarant to evidence transfer of title to the Declarant. If the Owner fails or refuses to execute such a deed after being sent a written request therefor by the Declarant, the Declarant may execute it on behalf of the Owner as the Owner's attorney-in-fact. But prior to executing such a deed, the Declarant shall pay to the Owner the down payment made by the Owner plus any reduction made by the Owner in the principal amount of the loan, plus the amount of any Eligible Capital Improvement credit, minus the Declarant's costs to the date of execution of the deed.

9. Partial Subordination of Covenant to First Deed of Trust.

With the exception of the Declarant's rights under Paragraph 8, Declarant's Right to Acquire Owner's Interest, the provisions of this Covenant shall be subordinate only to the lien of a First Deed of Trust to secure a loan to purchase the Property made by the Institutional Lender that is the beneficiary of the First Deed of Trust. This Covenant shall not impair the rights of such Institutional Lender, or such lender's assignee or successor in interest, to exercise its remedies under the First Deed of Trust in the event of default by Owner. These remedies include the right to foreclose or exercise a power of sale or to accept a deed or assignment in lieu of foreclosure. However, the above notwithstanding, the Institutional Lender, its assignee, or successor in interest may not exercise any remedies under the First Deed of Trust because the Declarant has exercised any of its rights under Paragraph 8, Declarant's Right to Acquire Owner's Interest.

10. Second Deed of Trust Upon Foreclosure.

In the event that the Declarant has not assumed the Owner's interests pursuant to Paragraph 8, Declarant's Right to Acquire Owner's Interest, and a foreclosure is initiated by the Institutional Lender that is the beneficiary of the First Deed of Trust, this covenant will serve as a second deed of trust. The Declarant's rights in the foreclosure - including without limitation the right of redemption under § 38-38-302 C.R.S. or any successor statute - shall be those of a junior lien holder and beneficiary of a second deed of trust. The amount of the debt secured by such junior lien shall be considered to be the difference between the Resale Price Limit in effect immediately before the notice of election and demand for sale was filed with the public trustee

and the fair market value of the Property as of that same time. The fair market value of the Property may be determined by an appraiser selected by the Declarant who is a Member of the Appraisal Institute or a person with equivalent expertise.

After such foreclosure, sale or acceptance of deed in lieu of foreclosure, this Covenant shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, that if and when the Property is sold through foreclosure, the Owner shall nevertheless remit to the Declarant that portion of the net proceeds of the foreclosure sale, after payment of all obligations to the holder of the First Deed of Trust and foreclosure costs, which exceeds the Resale Price Limit that would have applied to the sale of the Property if the Covenant had continued in effect. This Covenant shall automatically and permanently terminate upon issuance of a public trustee's deed of sale for a First Deed of Trust, court issued deed of sale after a foreclosure for a First Deed of Trust, acceptance of a deed-in-lieu of foreclosure for a First Deed of Trust by the mortgagee, or assignment of an Institutional Lender—insured mortgage to HUD for a First Deed of Trust.

11. Post-Purchase Financing.

A. The Owner may only refinance the First Deed of Trust or encumber the Property with any other post purchase financing if the following requirements are met:

- i. If all financing recorded against the Property has a fixed interest rate, then the total amount of all financing must be less than or equal to 93 percent of the Resale Price Limit in effect at the time of new encumbrance.
- ii. If any financing recorded against the Property has a variable interest rate or is a Home Equity Line of Credit, then the total amount of all financing must be less than or equal to 90 percent of the Resale Price Limit in effect at the time of new encumbrance.

B. All refinancing and/or additional financing must be with an Institutional Lender.

C. The Declarant must review and approve all financing that encumbers the Property according to the current mortgage policy, to be updated annually by the Declarant manager.

12. Maintenance of Property.

The Owner shall maintain the Property in a condition consistent with the standards of the Declarant and in good, safe, and habitable condition in all respects and in full compliance with all applicable policies, laws, ordinances, rules and regulations of any governmental authority with jurisdiction over matters concerning the condition of the Property. If the Owner fails to properly maintain the Property, any costs needed to rectify such deficiencies may be factored into the Resale Price Formula as described in Paragraph 5.A.(v) of this Covenant. The Owner shall suffer no mechanics' liens to be recorded against the Property.

13. Use of Property as Owner's Primary Residence.

The Owner shall use the Property as his, her or their Primary Residence. At or before the time when title is transferred to the Property, each new Owner shall certify to the Declarant in writing his, her or their intent to occupy the Property as his, her or their Primary Residence. Upon written request of the Declarant, the Owner shall provide the Declarant with such information as the Declarant may reasonably request to satisfy itself that the Property is being used as the Owner's Primary Residence. Failure to comply with this provision shall result in actions described Paragraph 15, Enforcement of this Covenant, including without limitation injunction, loss of appreciation, or disgorgement of rental payments.

14. No Rental Permitted.

Owner may not, except with prior written approval of Declarant, rent the Property or any portion thereof for any period of time.

15. Enforcement of This Covenant.

A. Right to Enforce. Each Owner hereby grants and assigns to the Declarant the right to review and enforce compliance with this Covenant. Compliance may be enforced by the Declarant by any lawful means, including without limitation specific performance, injunction, disgorgement of rental payments, and/or damages to reimburse the Declarant for its enforcement costs. If the Owner violates the terms of this Covenant, the Owner agrees to repay the Declarant with reasonable interest any assistance received in connection with the home purchase and any sales or rental proceeds.

B. Inspection. In the event that the Declarant has reasonable cause to believe that Owner is violating the provisions of this Covenant, the Declarant, by its authorized representative, may inspect the Property after a reasonable attempt to provide such Owner with 24 hours advance written notice.

C. Voiding Transfers. In the event the Property is transferred in a manner that is not in full compliance with the terms and conditions of this Covenant, such transfer shall be wholly null and void and shall confer no title whatsoever upon the purported transferee. Each and every transfer of the Property, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, regardless of reference therein to this Covenant.

D. Venue. Venue for a suit enforcing compliance shall be proper in Eagle County, Colorado, and service may be made or notice given by posting such service or notice in a conspicuous place on the Property. As part of any enforcement action on the part of the Declarant, the Owner shall pay all court costs and reasonable attorney's fees incurred by the Declarant in connection with these claims, actions, liabilities or judgments.

E. Waiver. Declarant shall have the right in its sole and absolute discretion to waive the effect of any provision of this Covenant, which waiver shall only be effective if in writing and recorded in the real property records of Eagle County, Colorado.

16. Miscellaneous.

A. This Covenant shall run with the land. It shall bind perpetually, and the benefit hereof shall inure perpetually to the Owner, his, her or their heirs, legal representatives, executors, successors in interest and assignees, and to the Declarant, its successors, designees, or assignees. If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options set forth in this Covenant shall be unlawful or void for violation of:

- i. the rule against perpetuities or some other analogous statutory provision;
- ii. the rule restricting restraints on alienation; or
- iii. 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 current duly elected and seated members of the Board of Directors of Declarant, their now living descendants, if any, and the survivor of them, plus 21 years.

B. The Owner shall only permit the Property to be used in compliance with all applicable laws and regulations of the United States, State of Colorado, and any other applicable governmental authorities.

C. The Property is held and hereafter shall be held, conveyed, hypothecated, encumbered, leased, rented, and occupied subject to these covenants, conditions, restrictions and limitations. All of the herein-stated covenants, conditions, restrictions and limitations are intended to constitute both equitable servitudes and covenants running with the land.

D. Any buyer or transferee of the Property or of any portion of or interest in the Property, by acceptance of a deed therefor, or by the signing of a contract or agreement to purchase the same, shall, by acceptance of such deed or by the signing of such contract or agreement be deemed to have consented to and accepted the covenants, conditions, restrictions and limitations set forth herein.

E. Notices to the Declarant shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to Declarant at the address set forth below, or such other address designated by the Declarant by recording a notice of change of address in the real property records of Eagle County, Colorado:

Habitat for Humanity Vail Valley, Inc.
c/o Executive Director
PO Box 4149
455 Nottingham Ranch Road
Avon, Colorado 81620

Notices to the Owner may be given in like manner addressed to the Property or to Owners address of record with the office of the Eagle County Assessor.

F. If any provision of this Covenant shall be held by a court of proper jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall survive, and their validity, legality or unenforceability shall not in any way be affected or impaired thereby.

G. The rights of Declarant may be freely assigned by Declarant to Eagle County School District RE-50, a Colorado public school district, or to any other governmental entity, or to any other party whatsoever, in the sole and absolute discretion of Declarant. Any such assignment must be in writing and must be recorded in the real property records of Eagle County, Colorado.

H. The captions of the paragraphs in this Covenant are for convenience only and shall not be used to interpret the meaning of any provision hereof.

I. The conditions of this Covenant shall be interpreted so as to avoid speculation on the Property and to insure to the greatest extent possible that its purchase price and mortgage payments remain affordable in perpetuity to persons and families of low, moderate, or middle Income.

J. This Covenant is prior and superior to the Owner's right of a homestead exemption under Article XVIII, Section I of the Colorado Constitution and under Part 2, Article 41, Title 38 of the Colorado Revised Statutes or any successor statutes. The Owner waives his, her or their homestead rights to the full extent that they conflict with or impair the Declarant's rights and remedies under this Covenant.

K. The Declarant shall have the right to modify this Covenant to deal with exigent circumstances.

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To: Mayor and Town Council

From: Jessica Lake, Planner, Community Development Department

Date: November 8, 2022

Agenda Item: Resolution 83, Series 2022 A Resolution of the Town Council of the Town of Eagle, CO
Approving the First Amendment to the Service Plan for the Haymeadow Metropolitan District Nos. 1-6

REQUEST:

The Haymeadow Metropolitan District has submitted an application for a Service Plan Amendment to increase the debt ceiling limit from \$35 million to \$87 million.

INTRODUCTION:

Resolution 32, Series 2014, approved the Service and Financial Plan for the Haymeadow Metropolitan District. Per the approved Service Plan, any amendment to the plan must be reviewed and approved by Town Council. There is also a requirement in the Plan that the District is not able to exceed the approved \$35 million without written approval from Town Council.

ANALYSIS:

The Haymeadow Metropolitan District has provided a memo with a description of why they believe the debt ceiling should be increased. Staff concurs that the cost of construction has likely increased to the numbers that they have provided in the memo and the attached service plan amendment overview.

Staff does not have the in-house technical experience to provide a thorough review and recommendation on this application. Council should have the opportunity to review the documents provided, hear from the applicant and either make a decision or provide further direction.

Some considerations staff has reviewed, are that this application does not increase the mill levy, which is 50 mills, the term length for the mill levy has also not increased. The current approved term limit for the mill is 30 years. The District will be able to pay back the increased debt through the increased home valuations. At this time, staff is not aware of any negative implications; however, that does not mean there aren't any.

COMMUNITY INPUT:

Public notice was published in the Eagle Valley Enterprise and the Vail Daily on October 20th and October 14th respectively. Public Notice and application materials were posted to the Town's Active Land Use page on October 19th and updated on October 24th. Staff has not received any public comment on this application to date.

BUDGET / STAFF IMPACT:

There are not any budget impacts concerning this application as currently submitted.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Match Infrastructure to Quality of Life – The ability (or not) to finance the infrastructure in the Haymeadow PUD, has the potential to affect what gets built under the existing approvals.

Diversify the Attainable Housing Stock – The applicant argues that increasing the debt ceiling is a better way to defray costs over time.

RECOMMENDED ACTION OR PROPOSED MOTION:

Staff wants to provide Council with the opportunity to review the submitted documents and to hear from the applicant. Below is a motion to approve the request/Resolution or some alternatives if Council is not comfortable with approving this request.

Approval Motion:

I move to approve Resolution 83, Series 2022 A Resolution of the Town Council of the Town of Eagle, Colorado Approving a First Amendment to the Service Plan for the Haymeadow Metropolitan District Nos. 1-6.

Alternative Options:

- Continue the request and provide staff and the applicant with direction on what additional information would be needed to make a decision.
 - Direct staff to hire a consultant to review the documents and make a recommendation to Council.
 - Direct the applicant to provide additional financial data that is relevant to the discussion.
- Deny the request (supply staff and the applicant with reasons for the denial).

ATTACHMENTS:

- Resolution 32-2014, Metro District Service Plan {[LINK](#)}
- Haymeadow Metropolitan District Memo and Service Plan Amendment Overview {[LINK](#)}
- Email from Brandon Cohen dated September 30, 2022 {[LINK](#)}
 - Cost Sheet from Range Consulting dated October 24, 2022 {[LINK](#)}
- Transmittal from David Greher to Town of Eagle dated October 21, 2022 {[LINK](#)}
- First Amendment to the Consolidated Service Plan for Haymeadow Metropolitan District Nos. 1-6 {[LINK](#)}
- Exhibit A: Mill Levies and District Breakdown by Neighborhood {[LINK](#)}
- Resolution 83, Series 2022

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 83
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING THE FIRST AMENDMENT TO THE SERVICE PLAN FOR THE
HAYMEADOW METROPOLITAN DISTRICT NOS. 1-6

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado approved the Consolidated Service Plan (the “Original Service Plan”) for the Haymeadow Metropolitan District Nos. 1-6 (the “Districts”) on July 22, 2014; and

WHEREAS, the Board of Trustees of the Town of Eagle, Colorado referred to the people of Eagle, Colorado at the general election on April 7, 2020 a question regarding the ratification of a proposed Home Rule Charter, which was approved by a majority of the eligible voters creating the Town Council of the Town of Eagle, Colorado (the “Council”).

WHEREAS, pursuant to Section 32-1-204.5, C.R.S., a First Amendment to Service Plan (the “Service Plan Amendment” and together with the Original Service Plan, (the “Service Plan”) for the Districts has been submitted to the Council; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, C.R.S., the Council held a public hearing on the Service Plan Amendment on November 8, 2022; and

WHEREAS, pursuant to Section 32-1-204, C.R.S., notice of the hearing before the Council was duly published in the *Eagle Valley Enterprise*, a newspaper of general circulation within the Town, on October 20, 2022 and in *The Vail Daily* on October 14, 2022, and sent letter notice to the Division of Local Government and the governing body of each municipality and special district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the Districts, and to the property owners within the Districts; and

WHEREAS, the Council has considered the Service Plan Amendment and all other testimony and evidence presented at the hearing; and

WHEREAS, the Council finds that the Service Plan Amendment should be approved unconditionally, as permitted by Section 32-1-204.5(1)(a), C.R.S.

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

Section 1. The Council has jurisdiction to hear this matter.

Section 2. The Recitals to this Resolution are incorporated herein as the findings of the Council.

Section 3. The Council hereby determines that all of the requirements of Section 32-1-204.5, C.R.S., related to the filing of the Service Plan Amendment for the Districts have been fulfilled and that notice of the hearing was given to all property owners within the Districts and the governing body of each municipality and special district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the Districts.

Section 4. The Council further determines that all pertinent facts, matters and issues were submitted at the public hearing; that all interested parties were heard or had the opportunity to be heard and that evidence satisfactory to the Council of each of the following was presented with respect to the Districts as of the date of the Original Service Plan and the Service Plan Amendment:

(a) There is sufficient existing and projected need for organized service in the area to be serviced by the Districts.

(b) The existing service in the area to be served by the Districts is inadequate for present and projected needs.

(c) The Districts are capable of providing economical and sufficient service to the areas within its proposed boundaries.

(d) The area included within the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Section 5. The Council hereby approves the Service Plan Amendment for the Districts as submitted. Nothing herein limits the Town's powers with respect to the Districts, the property within the Districts, or the improvements to be constructed by the Districts. The Town's findings are based solely upon the evidence in the Service Plan and such other evidence presented at the public hearing, and the Town has not conducted any independent investigation of the evidence. The Town makes no guarantee as to the financial viability of the Districts or the achievability of the results.

Section 6. This Resolution shall be filed in the records of the Town and a copy thereof provided to the Board of Directors of the Districts.

Section 7. All prior resolutions or any parts thereof, to the extent that they are inconsistent with this Resolution, are hereby rescinded.

INTRODUCED, READ, PASSED, AND ADOPTED ON NOVEMBER 8, 2022.

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Jill Kane, Finance Director
Molly Furtado, Special Events Manager

Date: November 8, 2022

Agenda Item: 2023 Community Requests Allocation Review

REQUEST: Staff is requesting that the Town Council review the final summary of allocations for the 2023 Community Requests for approval. Council may make additional recommendations/modifications at this time if agreed upon by a majority of the Council.

INTRODUCTION: Each year the Town Council allocates Community Request funding to support local programs. Applicants are typically local non-profits (although not required) who provide services, programs, and support to the Eagle Community. The 2023 budget is \$50,000.

ANALYSIS: Staff rolled out the 2023 Community Request funding program to the public on September 1st. The closing of the application period was on October 10th. Community Request process was promoted through the Eagle Today, Vail Daily, and all Town Social Media channels. Staff also sent out save the dates to all prior applicants and reach out to prior applicants that did not make a submission prior to the deadline. It is not a standard practice of the Town to invite applicants to make presentations to the Council, however if applicants would like to present to the Council they may do so at any time.

The Town budgeted \$20,000, and expended \$21,000, for community requests programs in 2022. Each year the requests exceed available funding. The Town received requests for \$86,900 in 2022 and \$159,850 for 2023, a \$72,950 increase. The original proposed budget was \$30,000. During the October 25th meeting Council approved increasing the budget by \$20,000 to \$50,000.

After the October 25th meeting, Council received a spreadsheet and all applications for their review and distribution. Once staff received individual Councilmember allocations, amounts were averaged to calculate a recommended allocation. The attached spreadsheet includes the recommended allocations and the individual Councilmember allocations.

COMMUNITY INPUT: There has been no community input requested or received on the allocation of the funds for 2023.

BUDGET / STAFF IMPACT: The 2023 budget includes a \$30,000 increase to the community request budget for programs over the prior year budget. There will only be a minor impact to staff with the increased budget since the number of recipients increased from 18 to 25 in 2023.

STRATEGIC PLAN ALIGNMENT: Depending on certain allocations by the Council, a specific request may align with a strategic objective; however, the program does not specifically align with any strategic objectives but supports the Town Council's approach to support the community.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to approve **approve/deny** the allocation of 2023 Community Request funding as presented.

ATTACHMENTS:

1. 2023 Community Request Allocation Summary and Individual Allocations

2023 Community Requests Program Funding						
Business or Group Name	Requesting Party	Purpose	2022 Request	2022 Awarded	2023 Request	Town Council 2023 Allocation
Eagle Air Alliance	Vail Valley Partnership, Chris Romer	On Going Program Support	\$ 5,000	\$ 2,917	\$ 5,000	1,071
Eagle Ice Rink	Eagle Valley Skating Association, Andy Clark	On Going Program Support	3,000	2,833	2,500	2,000
EagleARTS	Jennifer Filipowski, EagleARTS	one time program - painting program for Downtown benches	15,000	2,133	12,500	4,357
EagleARTS	Jennifer Filipowski, EagleARTS	one time program - painting of piano			1,500	643
EagleARTS	Jennifer Filipowski, EagleARTS	one time program - art install storefronts on Broadway			2,500	714
Vail Valley Mountain Trails Alliance	Ernest Saeger, VVMTA	On Going Program Support	5,000	1,800	2,500	1,857
Vail Valley Partnership	Vail Valley Partnership, Chris Romer	On Going Program Support	5,000	1,633	5,000	1,357
St Mary's Preschool	Agnes Harakal	On Going Program Support	4,000	1,283	5,000	1,643
SpeakUp ReachOut	Erin Ivie	On Going Program Support	1,500	1,083	2,000	1,286
Castle Lodge Toy Store	Ron Delp	On Going Program Support	2,000	833	2,000	714
Eagle River Youth Coalition Inc. dba Mountain Youth	Mikayla Curtis, Mountain Youth	On Going Program Support	3,500	833	1,500	893
Eagle Chamber of Commerce *	Michelle Morgan	On Going Program Support	5,000	667	25,000	6,643
Eagle Valley Land Trust	Adde Sharp, Eagle Valley Land Trust	On Going Program Support	5,000	500	5,000	1,071
Starting Hearts	Alan Himelfarb	On Going Program Support	5,000	500	3,000	1,000
Red Ribbon Project	Denise Kip	On Going Program Support	1,000	417	1,000	714
Eagle Climbing & Fitness	Larry Moore	On Going Program Support - Adult Bouldering League	1,500	367	600	107
Vail Valley Works	Vail Valley Partnership, Chris Romer	On Going Program Support	-	-	5,000	500
Small Champions	John Weiss	On Going Program Support	-	-	10,000	2,857
Eagle County Historical Society	ECHS, Kathy Heicher	One time program - paint for the yellow caboose	-	-	2,500	2,357
Buddy Werner League	Laura Merlihan	On Going Program Support	-	-	1,000	500
Adam Palmer Sustainability Fund	Laura Hartman, APSF	On Going Program Support	-	-	10,000	7,286
Eagle Valley Childcare / The Learning Tree	Pamela, The Learning Tree	On Going Program Support	-	-	10,000	2,500
Your Hope Center	Carrie Benway	On Going Program Support	-	-	20,000	3,786
EVHS Booster Club	Erica Webster	On Going Program Support	-	-	2,250	821
The Literacy Project	Colleen Gray, Eagle Valley Library District	On Going Program Support	-	-	2,000	786
The Cycle Effect	The Cycle Effect	On Going Program Support	-	-	2,500	929
Eagle Valley Community Foundation	Melina Valsecia, EVCF	On Going Program Support	-	-	15,000	1,571
Endorphin	Vince Sparacino	On Going Program Support	-	-	3,000	-
Eagle Economic Vitality Foundation			5,000	333		
Vail Valley Eagles Basketball Club			2,000	767		
Vail Mountain Rescue Group			2,400	583		
Bravo Colorado at Vail-Beaver Creek			5,000	250		
Vail Children's Choir			10,000	267		
Three Rivers Little League			1,000	1,000		
CONTINGENCY						36
	Totals		86,900	21,000	159,850	50,000

2023 PROPOSED BUDGET \$ 50,000

* Eagle Chamber of Commerce - There is \$10,000 budgeted in the General Government Department for the Director's Circle Annual Dues (Previously the Town Paid \$2,000 in annual dues)
The Chamber pays the Town \$200/mo for the Rental of the Information Center (Utilities are included) - \$2,400 Annually

2023 Community Requests Program Funding		Town Council 2023 Community Requests Allocations						
Business or Group Name	Requesting Party	Turnipseed	Kerst	Bartnik	Grimmer	Bodenhiermer	Parrish	Sunday
Eagle Air Alliance	Vail Valley Partnership, Chris Romer	\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ 3,500	\$ 2,000
Eagle Ice Rink	Eagle Valley Skating Association, Andy Clark	2,500	1,500	2,500	-	2,500	2,500	2,500
EagleARTS	Jennifer Filipowski, EagleARTS	5,000	2,500	5,000	4,500	6,500	5,000	2,000
EagleARTS	Jennifer Filipowski, EagleARTS	-	1,500	1,000	-	1,500	-	500
EagleARTS	Jennifer Filipowski, EagleARTS	-	2,500	1,000	-	1,500	-	-
Vail Valley Mountain Trails Alliance	Ernest Saeger, VVMTA	2,500	1,000	2,000	2,500	1,000	2,000	2,000
Vail Valley Partnership	Vail Valley Partnership, Chris Romer	1,500	2,500	2,000	-	-	1,500	2,000
St Mary's Preschool	Agnes Harakal	1,500	1,000	2,000	-	3,000	1,000	3,000
SpeakUp ReachOut	Erin Ivie	1,000	1,000	2,000	1,500	1,000	1,000	1,500
Castle Lodge Toy Store	Ron Delp	500	1,000	1,000	-	1,000	1,000	500
Eagle River Youth Coalition Inc. dba Mountain Youth	Mikayla Curtis, Mountain Youth	500	750	1,000	-	1,000	1,000	2,000
Eagle Chamber of Commerce *	Michelle Morgan	12,500	5,000	10,000	5,000	3,000	6,000	5,000
Eagle Valley Land Trust	Adde Sharp, Eagle Valley Land Trust	500	500	500	2,000	1,000	2,000	1,000
Starting Hearts	Alan Himelfarb	1,000	1,000	-	1,000	1,000	2,000	1,000
Red Ribbon Project	Denise Kip	500	500	500	1,000	1,000	1,000	500
Eagle Climbing & Fitness	Larry Moore	-	250	-	-	-	-	500
Vail Valley Works	Vail Valley Partnership, Chris Romer	-	500	500	-	-	2,000	500
Small Champions	John Weiss	-	7,500	1,000	7,000	1,500	1,000	2,000
Eagle County Historical Society	ECHS, Kathy Heicher	2,500	2,500	2,000	2,500	2,500	2,000	2,500
Buddy Werner League	Laura Merlihan	-	-	500	1,000	500	500	1,000
Adam Palmer Sustainability Fund	Laura Hartman, APSF	10,000	5,000	5,000	10,000	10,000	6,000	5,000
Eagle Valley Childcare / The Learning Tree	Pamela, The Learning Tree	1,500	5,000	2,000	-	5,000	1,000	3,000
Your Hope Center	Carrie Benway	5,000	5,000	2,000	7,500	-	2,000	5,000
EVHS Booster Club	Erica Webster	-	1,250	500	1,000	500	2,000	500
The Literacy Project	Colleen Gray, Eagle Valley Library District	-	-	500	1,000	2,000	1,000	1,000
The Cycle Effect	The Cycle Effect	-	500	1,000	2,500	-	1,000	1,500
Eagle Valley Community Foundation	Melina Valsecia, EVCF	1,500	-	2,500	-	3,000	2,000	2,000
Endorphin	Vince Sparacino	-	-	-	-	-	-	-
Eagle Economic Vitality Foundation								
Vail Valley Eagles Basketball Club								
Vail Mountain Rescue Group								
Bravo Colorado at Vail-Beaver Creek								
Vail Children's Choir								
Three Rivers Little League								
CONTINGENCY		-	250	-	-	-	-	-
	Totals	50,000	50,000	50,000	50,000	50,000	50,000	50,000

* Eagle Chamber of Commerce - There is \$10,000 budgeted in the General Government Department for the Director's Circle Annual Dues (Previously the Town Paid \$2,000 in annual dues)
The Chamber pays the Town \$200/mo for the Rental of the Information Center (Utilities are included) - \$2,400 Annually



To: Mayor and Town Council

From: Jill Kane, Finance Director

Date: November 8, 2022

Agenda Item: Amendment to Use Tax Multiplier and Collection & Administration

REQUEST: Staff is requesting that the Town Council consider two items in relation to use tax for a potential amendment to the Town code:

1. Modification of the Town's 1.2 multiplier to the per square foot value established in the International Code Council (ICC) table construction costs (Building Valuation Data), to a multiplier of 2
2. Amending the code to include additional language regarding how the use tax is estimated

INTRODUCTION: In 2017, the Town Council approved an ordinance that established using a multiplier of 1.2 for the calculation of use tax. Based on contractors estimates that the Town has been receiving and feedback from local contractors, it appears that the 1.2 multiplier is not appropriate for a reasonable price per square foot valuation in the Town of Eagle. Also, staff has historically calculated use tax with the higher of the contractor's estimated valuation or the ICC Building Valuation Data using a 1.2 multiplier. However, it is not stated clearly in the code that this is appropriate. Staff would like to have this language included in the code to increase transparency.

ANALYSIS: In section 3.05.050 of the code, for collection and administration of use tax, it states:

"The Use Tax shall be initially paid by estimate through the payment of the tax at or prior to the time any permit is necessary for building or construction within the Town is issued. The estimated tax shall be based on the average cost figures per square foot shown in the most current Building Valuation Data Chart published bi-annually in the Building Safety Journal of the International Code Council using a 1.2 multiplier of such figures, representing the above average cost of construction and building materials in the Eagle area. No permit shall be issued by the Town Building Official to any person requesting a permit for construction within the Town until such estimated use tax has been paid."

Staff is recommending modification to the language as follows:

"The Use Tax shall be initially paid by estimate through the payment of the tax at or prior to the time any permit is necessary for building or construction within the Town is issued. The estimated tax shall be based on **the higher of the contractors estimate or** the average cost figures per square foot shown in the most current Building Valuation Data Chart published bi-annually in the Building Safety Journal of the International Code Council using a **~~1.2~~ 2.0** multiplier of such figures, representing the above average cost of construction and building materials in the Eagle area. No permit shall be issued by the Town Building Official to any person requesting a permit for construction within the Town until such estimated use tax has been paid."

Use Tax Calculation and examples:

To estimate use tax using the IIC Building Valuation Data, staff takes the square footage of the home, multiplies it by the price per square foot in accordance with the IIC building Valuation Data. Then staff adds the 1.2 multiplier to get the full estimated valuation of the home. The Town assumes building materials are 50% of the estimated home values, thus staff divides the estimated valuation in half. Once staff has the estimated building materials value then we multiply that by the Town's 4% use tax rate.

ICC Rate Per Sq Ft	VB - R-3 Residential	VB - U Utility
No Multiplier *	\$ 166.08	\$ 66.48
1.2 Multiplier (Current)	\$ 199.30	\$ 79.78
2 Multiplier (Proposed)	\$ 332.16	\$ 132.96

* ICC Building Valuation Data is attached

Examples	Sq. Ft. - Living	Sq. Ft. - Utility	Estimated Value W/O Multiplier	Estimated Value with Current 1.2 Multiplier	Estimated Value with Proposed 2.0 Multiplier
24 Redhaw Close	3,050	1,015	\$ 574,021	\$ 688,825	\$ 1,148,042
89 Thresher Ct	3,278	1,051	614,281	737,137	1,228,561
1017 East Haystacker	3,832	998	702,766	843,319	1,405,531
105 Aidan Rd	3,032	879	561,990	674,389	1,123,981
117 New York Mountain	6,255	725	1,087,028	1,304,434	2,174,057
2494 Eagle Ranch Rd	3,040	624	546,367	655,640	1,092,733

Examples	Materials are considered 50% of estimated Value		4% Use Tax (Calculated on estimated building material value)		Actual Use Tax Paid	Variance from Proposal
	Current	Proposed	Current	Proposed		
24 Redhaw Close	\$ 344,413	\$ 574,021	\$ 13,777	\$ 22,961	26,607	3,646
89 Thresher Ct	\$ 368,568	\$ 614,281	\$ 14,743	\$ 24,571	30,000	5,429
1017 East Haystacker	\$ 421,659	\$ 702,766	\$ 16,866	\$ 28,111	15,553	(12,558)
105 Aidan Rd	\$ 337,194	\$ 561,990	\$ 13,488	\$ 22,480	17,387	(5,093)
117 New York Mountain	\$ 652,217	\$ 1,087,028	\$ 26,089	\$ 43,481	60,000	16,519
2494 Eagle Ranch Rd	\$ 327,820	\$ 546,367	\$ 13,113	\$ 21,855	20,400	(1,455)

Staff pulled use tax information from six recent new home construction building permits. Of the six homes pulled, five homes estimated value exceeded the current ICC value with the current 1.2 multiplier. Of the six homes pulled, three homes estimated values that exceed the ICC value with the proposed 2.0 multiplier. This modification will have an impact on contractors that are most likely underestimating the actual cost of a project.

Staff reached out to other local communities and researched other municipal codes to see how they estimate the valuation for use tax calculation. Staff tracked the information that was received below:

Municipality	Use Tax Rate	% Valuation of Materials	Multiplier	Other Notes
Eagle	4.0%	50%	1.2	
Vail	4.0%	50%	unknown	first \$10,000 of the construction valuation is exempt
Gypsum	3.0%	50%	unknown	
Glenwood Springs	3.7%	100%	none	Only uses ICC values if contractors estimate is under ICC values
Carbondale	3.5%	100%	1.5	
New Castle	2.0%	45%	none/looking at 1.25	
Aspen	2.1%	50%	unknown	first \$100,000 of the construction valuation is exempt
Local Municipalities that do not collect a Use Tax and does not exempt construction materials from sales tax. Contractors need to pay sales tax to vendors for all taxable materials that are purchased or delivered within the municipal boundaries.				
Avon				
Basalt				
Breckenridge				
Silverthorn				

Options:

1. Amend the use tax multiplier to 2.0 and amend the code language to state “the higher of the contractors estimate or the average cost figures per square foot shown in the most current Building Valuation Data Chart”
2. Keep the use tax multiplier at 1.2 and amend the code language to state “the higher of the contractors estimate or the average cost figures per square foot shown in the most current Building Valuation Data Chart”

Out of the box option: Remove the 4% use tax and no longer exempt construction materials from the 4.5% sales tax. Contractors would need to pay 4.5% sales tax to vendors for all taxable materials that are purchased or delivered within the municipal boundaries. This has been a question that staff has asked ourselves over the years, however now that Colorado is a destination sales tax state, it is perhaps an even more relevant question. This option would require contractors to pay sales tax on the actual building material value instead of based on an estimated value.

If Council is interested in this option staff would need more time to research and analyze what the potential effect to revenues would be, how we would dedicate a portion of sales tax to the Capital Improvements fund, and other benefits and drawbacks to this option.

COMMUNITY INPUT: There has been no community input received on this proposal at this time.

BUDGET / STAFF IMPACT: The modification of the multiplier from 1.2 to 2 is a 66% increase. However, most contractors are already estimating above the Town’s current minimum calculation based on the ICC building valuation data and a 1.2 multiplier. Based on the small sample of properties that were pulled, staff estimates that this modification may increase use tax collected by about 20%. Below is the last six years of historical use tax collections and 2023 projected use tax. Staff included what a 20% increase would have meant in dollar terms over the last six years and for 2023 projected revenues.

Historical Use Tax Collection		Estimated Increase with	
Year	Amount	Proposed 2.0 Multiplier	Total
2017	\$ 525,581	\$ 105,116	\$ 630,697
2018	353,198	70,640	423,838
2019	317,253	63,451	380,704
2020	381,269	76,254	457,523
2021	575,591	115,118	690,709
2022 YTD	761,050	152,210	913,259
2023 Budget	325,000	65,000	390,000
Total	\$ 3,238,941	\$ 647,788	\$ 3,886,730

There will be little to no staff impact if Council moves forward with this proposal other than communication of the amendment to the building community.

STRATEGIC PLAN ALIGNMENT: This proposal is aligned with the major objective to enhance the economic resiliency of Town government by identifying and implementing diverse revenue streams for the Town; however, this amendment may also have a negative impact on the Council's affordable housing goal by increasing the cost of building in the Town of Eagle.

RECOMMENDED ACTION OR PROPOSED MOTION: If Council is interested in pursuing either of these amendments to the Town Code use tax language, Council should make a motion to:

Direct staff to draft an ordinance, for the December 13th Council meeting, to amend subsection (b) of section 3.05.050 of the eagle municipal code concerning the collection and administration of the Town's use tax by.....

1. *Amending the use tax multiplier to 2.0 and amending the code language to state "the higher of the contractors estimate or the average cost figures per square foot shown in the most current Building Valuation Data Chart"*

OR

2. *Keeping the use tax multiplier at 1.2 and amending the code language to state "the higher of the contractors estimate or the average cost figures per square foot shown in the most current Building Valuation Data Chart"*

ATTACHMENTS:

- Current ICC – Building Valuation Data

Building Valuation Data – AUGUST 2022

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in February 2023. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2021 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average costs

include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.

2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$236.05/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$236.05/sq. ft x 0.0075
= \$28,326

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c}

Group (2021 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	341.86	330.34	322.57	310.34	291.96	282.93	300.86	270.73	262.11
A-1 Assembly, theaters, without stage	312.84	301.33	293.56	281.32	262.95	253.92	271.85	241.72	233.10
A-2 Assembly, nightclubs	275.09	266.93	259.34	250.54	234.96	228.26	241.54	213.57	206.65
A-2 Assembly, restaurants, bars, banquet halls	274.09	265.93	257.34	249.54	232.96	227.26	240.54	211.57	205.65
A-3 Assembly, churches	317.43	305.92	298.14	285.91	267.99	258.96	276.44	246.76	238.14
A-3 Assembly, general, community halls, libraries, museums	270.80	259.29	250.52	239.28	220.19	212.16	229.81	198.96	191.35
A-4 Assembly, arenas	311.84	300.33	291.56	280.32	260.95	252.92	270.85	239.72	232.10
B Business	265.63	255.90	246.45	236.05	215.01	206.57	226.78	189.75	181.18
E Educational	282.69	273.02	265.84	254.38	237.44	225.45	245.61	207.53	201.06
F-1 Factory and industrial, moderate hazard	161.70	154.21	144.70	139.94	124.72	118.51	133.72	103.40	96.83
F-2 Factory and industrial, low hazard	160.70	153.21	144.70	138.94	124.72	117.51	132.72	103.40	95.83
H-1 High Hazard, explosives	150.85	143.36	134.84	129.08	115.17	107.96	122.87	93.86	N.P.
H234 High Hazard	150.85	143.36	134.84	129.08	115.17	107.96	122.87	93.86	86.28
H-5 HPM	265.63	255.90	246.45	236.05	215.01	206.57	226.78	189.75	181.18
I-1 Institutional, supervised environment	269.11	259.88	252.15	241.97	222.52	216.37	242.28	199.48	193.49
I-2 Institutional, hospitals	442.38	432.64	423.19	412.79	390.61	N.P.	403.53	365.36	N.P.
I-2 Institutional, nursing homes	307.72	297.98	288.54	278.13	258.63	N.P.	268.87	233.38	N.P.
I-3 Institutional, restrained	301.48	291.74	282.29	271.89	252.65	243.22	262.63	227.40	216.82
I-4 Institutional, day care facilities	269.11	259.88	252.15	241.97	222.52	216.37	242.28	199.48	193.49
M Mercantile	205.22	197.06	188.47	180.67	164.83	159.13	171.67	143.44	137.53
R-1 Residential, hotels	271.95	262.72	254.98	244.80	225.03	218.88	245.11	201.99	196.00
R-2 Residential, multiple family	227.64	218.41	210.68	200.50	182.02	175.88	200.81	158.99	153.00
R-3 Residential, one- and two-family ^d	212.00	206.26	200.94	195.99	190.28	183.39	192.66	176.52	166.08
R-4 Residential, care/assisted living facilities	269.11	259.88	252.15	241.97	222.52	216.37	242.28	199.48	193.49
S-1 Storage, moderate hazard	149.85	142.36	132.84	128.08	113.17	106.96	121.87	91.86	85.28
S-2 Storage, low hazard	148.85	141.36	132.84	127.08	113.17	105.96	120.87	91.86	84.28
U Utility, miscellaneous	115.48	108.95	102.64	98.13	88.49	81.89	93.86	69.76	66.48

- a. Private Garages use Utility, miscellaneous
b. For shell only buildings deduct 20 percent
c. N.P. = not permitted
d. Unfinished basements (Group R-3) = \$31.50 per sq. ft.



To: Mayor and Town Council

From: Jill Kane, Finance Director

Date: November 8, 2022

Agenda Item: Proposed 2023 Fee Schedule

REQUEST: Staff requests that the Council review the proposed 2023 fee schedule and provide feedback to staff.

INTRODUCTION: The Town's municipal fees should be reviewed on at least an annual basis. Although the Town's fee schedule may be modified at any point during the year, staff reviews the entire fee schedule during the budget development process and makes amendment recommendations to Council.

ANALYSIS: Staff continues to improve the Town's fee schedule on an annual basis with some general cleanup and by ensuring all fees charged are on the fee schedule and removing them from the municipal code. Most of the other changes made are due to prior rate studies or current agreements. The draft fee schedule is attached for review of specific amounts and additional detail with other local comparisons if available. The recommended fee amendments for 2023 are:

- **Administrative Fees**

- Proposing an increase to the **USB Flash Drive Fee** for a records request from \$2.00 to \$3.00 to align with the Police Department.
- Proposing an increase to the **hourly Records Research fee** from \$30/hr. to \$33.58/hr. to match what is allowed by state statute.

- **Town Clerk Fees**

- Removing all **Marijuana fees** that state "This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division". These are State fees and not Town of Eagle fees and should not be included on the Town's fee schedule
- Staff added Eagle **Marijuana fees** that were missing from the fee schedule for the following licenses:
 - Retail Marijuana Store New and Renewal - \$1,500
 - Retail Marijuana Cultivation New and Renewal - \$1,500
 - Retail Marijuana Products Manufacturer - \$1,500
 - Dually Licensed Retail and Marijuana Products New and Renewal - \$2,000
 - Dually Licensed Medical and Retail Marijuana Store New and Renewal - \$2,000
 - Dually Licensed Retail and Medical Marijuana Cultivation New and Renewal - \$2,000
 - Medical Marijuana Products Manufacturer New and Renewal - \$500
 - Medical Marijuana Center New and Renewal - \$500
 - Medical Marijuana Center Cultivation/Optional Premises New and Renewal - \$500

- **Town Clerk Fees (*continued*)**
 - Proposing to add the **Municipal Bag Fee** per Colorado House Bill HB21-1162, beginning January 01, 2023, businesses meeting the criteria outlined in the bill will be required to collect \$0.10 per recycled paper carryout bag or single-use plastic carryout bag provided to a customer at the point of sale. Of this fee, \$0.06 per bag must be remitted to the Town of Eagle on a quarterly basis.
- **Facility Rental Fees**
 - Proposing an increase to **Facility Rental fees for Pavilion and Studio** by 10% across the board. Staff reviewed comparisons to Eagle County, Singletree, and Eagle-Vail Facility rentals, which are included in the draft fee schedule.
 - Staff is recommending revising the language for the **cancellation fee (Less than Thirty (30) days prior to the event)** to state that the Town will retain the full rental fee from the deposit. The prior language would mean customers were being charged more than if they'd proceeded with the rental. This made sense when our deposit used to be less than our rental fee, but a few years ago we modified the deposit amounts due to the amount of damages that were being incurred.
- **Building Department Fees**
 - Increased **Water Plant Investment Fees** by 3% per the 2018 rate study. The study recommended Water PIF increases by 15% for years 2019-2022 and by 3% for years 2023 – 2027.
- **Planning Department Fees**
 - **Fire Impact Fees** - Per the Town Code, Fire Impact fees are adjusted annually by CPI. GEFPD uses Denver-Aurora-Lakewood Consumer Price Index (CPI) for the 2nd half of each year for this adjustment (i.e. 2023 CPI increases will be based on the annual CPI increase from January 2022 through December 2022). Since CPI information is not yet available at this time, Staff will bring fire impact fees back for an amendment in February 2023 once a resolution is received from the GEFPD.
 - Increased **Public Safety Impact fees** by 8.2% CPI per the Town Code
- **Public Works Fees**
 - Proposing a new \$400 fee for a **Backflow Assembly Test** to allow the Town to test backflow devices that are overdue to maintain compliance. Staff received comparisons from Eagle River Water and Sanitation District, Town of Erie, and Glenwood springs, see Fee schedule for full information.
- **Utility Fees**
 - Increased **Water base fee and tier usage rates** by 3% per the 2018 rate study.
 - Increase **Wastewater base fee** rates by 3% per the 2021 rate study.
 - Staff is currently proposing an increase to **Refuse fees for monthly trash/recycle service, additional can fee per month, and the Town's Admin fees** 8.2% CPI. Staff has not connected with Vail Honeywagon regarding this amount to ensure they are in agreement with it, but will do so by December to see if an adjustment needs to be made. If Council moves forward with a new refuse service proposal, staff will amend the fee schedule at that time.

- **Broadband Fees**

- Staff is proposing the following **Broadband Fees** per the broadband study performed by Uptown Services. The fees proposed by Uptown Services have been modified to adjust for simplicity and for new THOR bandwidth calculations. ISP pricing has been adjusted for hybrid fiber/wireless and adjusted for smaller scope.
 - **Transport Only to 910Telecom (monthly recurring charge)**
 - 1 Gbps (subject to capacity availability) - \$875
 - 5 Gbps (subject to capacity availability) - \$3,125
 - 10 Gbps (subject to capacity availability) - \$5,000
 - Port fee (monthly recurring charge) - \$250
 - Additional port (each) - \$500
 - Setup fee (one time) - \$2,500
 - **Quarter rack colocation space**
 - Quarter rack colocation space - \$1,000
 - Setup fee (one time) - \$2,500
 - **Business Internet Service (monthly recurring charge)**
 - 300 Mbps (subject to capacity availability) - \$149
 - 1 Gbps (subject to capacity availability) - \$299
 - up to 10 Gbps (subject to capacity availability) – TBD upon Building Audit
 - Installation 300 Mbps (one time) - \$129
 - Installation 1Gbps (one time) - \$379

- **Police Department Fees**

- Proposing a new \$75 fee for **Initial Sex Offender Registration**. The State recently amended State Statue to allow municipalities to charge \$75.00 for Initial Registration. Initial registrations are more time consuming for our staff than renewals and include the following:
 - Criminal history information, to include out-of-state if applicable
 - Checking for probation/parole status
 - Checking for status of any restraining orders
 - Verifying driver's license status
 - Verifying vehicle registration- Staff checks this to make sure that they have reported all of their vehicles as mandated by CBI
 - Retrieving copy of the police report regarding their sexual offense that resulted in the court order to register as a sex offender
 - Checking court records to see if they qualify as a sexually violent predator (the highest level of offender in CO that requires more intensive monitoring and community notification)
 - Additionally, staff checks to see if they are ordered to register quarterly or annually to make sure they are set up correctly in our system
- Proposing a new **flash drive tier fee structure** since the 8GB in Admin Fees is not always large enough for the size of requests that PD receives. Due to CO legislation that came out in 2020, officers must have their bodycams running throughout the entirety of any contact, whether they are in their vehicle or talking to other law enforcement officers. In addition, bodycams are now in high definition, making file sizes extremely large. Further, in more complex situations, there may be multiple officers on scene, meaning multiple sets of

- **Police Department Fees (*continued*)**

bodycam footage. All of this will contribute to potentially large volumes of data in a evidence report.

- 8GB-\$3.00 per flash drive
- 32GB-\$5.00 per flash drive
- 1TB-\$20.00 per flash drive
- Proposing an adjustment to the cost of obtaining a **Police Report Fee** from \$0.25/page to \$5.00 for the first 10 pages and an additional \$0.25/page for each additional page. This is in alignment with other agencies, this fee is intended to help offset cost of staff time required to process requests. Staff received comparisons from Eagle County, Avon, and Basalt which are included in the attached fee schedule.
- Proposing an increase to the **hourly Police Records Research fee** from \$30/hr. to \$33.58/hr. to match what is allowed by state statute.

COMMUNITY INPUT: Community input has not been received at this point; however, the community will have a chance to provide feedback during budget hearings scheduled for November 8th and prior to or during the December 13th Council meeting.

BUDGET/STAFF IMPACT: Most of these fee schedule modifications are modest adjustments or based on the language in the Town Code and will have only slight impact to the Town's revenues. Staff impacts will be minimal as billing can be completed through the Town's existing Utility Billing software and it will just be providing communication out to the public on the fee schedule updates.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This is an administrative proposal that requires the Council's review and approval. The proposed modifications to the fee schedule does align with the Council's major objective to ENHANCE THE ECONOMIC RESILIENCY OF THE TOWN GOVERNMENT by identifying and implementing diverse revenue streams.

RECOMMENDED ACTION OR PROPOSED MOTION: Provide feedback to staff on Fee Schedule so staff can make any necessary modifications to the proposed fee schedule for the December 13th meeting.

ATTACHMENTS:

- 2023 Fee Schedule – Draft 11/8/2022

ADMINISTRATIVE FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
ADMINISTRATIVE	Copies Black and White – per copy	\$ 0.25	\$ 0.25	NO CHANGE	
ADMINISTRATIVE	Copies Large – per copy	\$ 1.50	\$ 1.50	NO CHANGE	
ADMINISTRATIVE	Copy of Annual Audit	\$ 25.00	\$ 25.00	NO CHANGE	
ADMINISTRATIVE	Copy of Eagle Municipal Code (Paper Copy)	\$ 100.00	\$ 100.00	NO CHANGE	
ADMINISTRATIVE	Notary Services	\$ 5.00	\$ 5.00	NO CHANGE	
ADMINISTRATIVE	Records USB Flash Drive	\$ 2.00	\$ 3.00	FEE CHANGE	Updated rate to account for bulk pricing changes and to align with PD's new flash drive fee
ADMINISTRATIVE	Research/Records Search (per hour, first hour free)	\$ 30.00	\$ 33.58	FEE CHANGE	Update rate to match State statute which changed from \$30.00 per hour to \$33.58 per hour as of July 2019
ADMINISTRATIVE	Colorado Open Record Act Request - Audio/Video	\$ 5.00	\$ 5.00	NO CHANGE	
ADMINISTRATIVE	Colorado Open Record Act Request	\$0.25/page	\$0.25/page	NO CHANGE	
ADMINISTRATIVE	Returned Check Fee	\$ 25.00	\$ 25.00	NO CHANGE	
ADMINISTRATIVE	Verbatim Transcripts – per page, PLUS HOURLY RATE	\$ 15.00	\$ 15.00	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
BUSINESS LICENSE FEE	Business License - Sales Within Public Right of Way	\$ 25.00 - 250.00	\$ 25.00 - 250.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License/Business Marketing Fee	\$ 20.00	\$ 20.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License/Business Occupation Fee	\$ 55.00	\$ 55.00	NO CHANGE	
BUSINESS LICENSE FEE	Business & Tobacco License Late Fee	\$15/month after January 31st max of \$45	\$15/month after January 31st max of \$45	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: One Day	\$ 50.00	\$ 50.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Two Consecutive Days	\$ 65.00	\$ 65.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Three Consecutive Days	\$ 85.00	\$ 85.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Seven Consecutive Days	\$ 105.00	\$ 105.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Thirty Consecutive Days	\$ 125.00	\$ 125.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: One Year	\$ 275.00	\$ 275.00	NO CHANGE	
BUSINESS LICENSE FEE	Communal Outdoor Dining Permit	\$ 75.00	\$ 75.00	NO CHANGE	
BUSINESS LICENSE FEE	Takeout Delivery Permit	\$ 25.00	\$ 25.00	NO CHANGE	
LIQUOR LICENSE FEE	3.2% Beer Off Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	3.2% Beer On Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	3.2% Beer On/Off Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Add Optional Premises to Hotel & Restaurant License	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Art	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Art Gallery Permit	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Background Investigation	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Bed & Breakfast Permit	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Beer & Wine	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Brew Pub	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Campus Liquor Complex	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Change in Financial Interests	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Change of Location	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Change of Trade Name/Corporate Name	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Club	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Corporate/LLC Change (Per Person)	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Distillery Pub	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Duplicate License	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Each Additional OP License	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Hotel & Restaurant	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Hotel & Restaurant (with optional premises)	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Late Renewal	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	License Application Fee	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Licensed Drugstore	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Limited Liability Change	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Lodging & Entertainment	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Manager Registration (Hotel & Restaurant; Tavern; Lodging & Entertainment; Campus Liquor Complex)	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Master File Background	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Mini Bar Permit with Hotel Restaurant License	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Modification of Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Optional Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Retail Gaming Tavern	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Retail Liquor Store	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Special Event Permit Malt, Vinous and Spirituous Liquor	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Tasting Permit	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Tavern	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Temporary License Pending Transfer	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	
LIQUOR LICENSE FEE	Transfer of Ownership	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	NO CHANGE	

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Entertainment District - New Application	\$ 300.00	\$ 300.00	NO CHANGE	
LIQUOR LICENSE FEE	Entertainment District - Annual Renewal	\$ 100.00	\$ 100.00	NO CHANGE	
LIQUOR LICENSE FEE	Communal Outdoor Dining Area Application Fee	\$ 50.00	\$ 50.00	NO CHANGE	
LIQUOR LICENSE FEE	Festival Permit Application Fee	\$ 100.00	\$ 100.00	NO CHANGE	
TOBACCO LICENSE FEE	Retail Tobacco License Fee	\$ 250.00	\$ 250.00	NO CHANGE	
MARIJUANA LICENSE FEE	Medical and Retail Marijuana Application Fee	\$ 1,000.00	\$ 1,000.00	MISSING FEE	Adding to Fee Schedule for completeness
MARIJUANA LICENSE FEE	Marijuana Late Renewal Fee	\$ 500.00	\$ 500.00	MISSING FEE	Adding to Fee Schedule for completeness
MARIJUANA LICENSE FEE	Marijuana MED Change in Corporate Structure	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	REMOVE	These are State fees set by Statute, but are not fees that the Town of Eagle collects. Staff would like to remove these fees that are not paid to the Town of Eagle.
MARIJUANA LICENSE FEE	Marijuana MED Change in Financial Interests	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	REMOVE	These are State fees set by Statute, but are not fees that the Town of Eagle collects. Staff would like to remove these fees that are not paid to the Town of Eagle.
MARIJUANA LICENSE FEE	Marijuana MED Change of Manager	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	REMOVE	These are State fees set by Statute, but are not fees that the Town of Eagle collects. Staff would like to remove these fees that are not paid to the Town of Eagle.
MARIJUANA LICENSE FEE	Marijuana MED Late Renewal Fee	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	REMOVE	These are State fees set by Statute, but are not fees that the Town of Eagle collects. Staff would like to remove these fees that are not paid to the Town of Eagle.

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
MARIJUANA LICENSE FEE	Marijuana MED License New	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	REMOVE	These are State fees set by Statute, but are not fees that the Town of Eagle collects. Staff would like to remove these fees that are not paid to the Town of Eagle.
MARIJUANA LICENSE FEE	Marijuana MED Modification of Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	REMOVE	These are State fees set by Statute, but are not fees that the Town of Eagle collects. Staff would like to remove these fees that are not paid to the Town of Eagle.
MARIJUANA LICENSE FEE	Marijuana MED Renewal Fee (ANNUAL)	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	REMOVE	These are State fees set by Statute, but are not fees that the Town of Eagle collects. Staff would like to remove these fees that are not paid to the Town of Eagle.
MARIJUANA LICENSE FEE	Marijuana MED Transfer of Location	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue Marijuana Enforcement Division	REMOVE	These are State fees set by Statute, but are not fees that the Town of Eagle collects. Staff would like to remove these fees that are not paid to the Town of Eagle.
MARIJUANA LICENSE FEE	Retail Marijuana Business Operating Fee (ANNUAL)	\$ 1,500.00	\$ 1,500.00	NO CHANGE	
MARIJUANA LICENSE FEE	Retail Marijuana Store New and Renewal	\$ 1,500.00	\$ 1,500.00	MISSING FEE	Adding to Fee Schedule for completeness
MARIJUANA LICENSE FEE	Retail Marijuana Cultivation New and Renewal	\$ 1,500.00	\$ 1,500.00	MISSING FEE	Adding to Fee Schedule for completeness
MARIJUANA LICENSE FEE	Retail Marijuana Products Manufacturer	\$ 1,500.00	\$ 1,500.00	MISSING FEE	Adding to Fee Schedule for completeness
MARIJUANA LICENSE FEE	Dually Licensed Retail and Marijuana Products New and Renewal	\$ 2,000.00	\$ 2,000.00	MISSING FEE	Adding to Fee Schedule for completeness
MARIJUANA LICENSE FEE	Dually Licensed Medical and Retail Marijuana Store New and Renewal	\$ 2,000.00	\$ 2,000.00	MISSING FEE	Adding to Fee Schedule for completeness
MARIJUANA LICENSE FEE	Dually Licensed Retail and Medical Marijuana Cultivation New and Renewal	\$ 2,000.00	\$ 2,000.00	MISSING FEE	Adding to Fee Schedule for completeness

TOWN CLERK FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
MARIJUANA LICENSE FEE	Medical Marijuana Products Manufacturer New and Renewal	\$ 500.00	\$ 500.00	MISSING FEE	Adding to Fee Schedule for completeness
MARIJUANA LICENSE FEE	Medical Marijuana Center New and Renewal	\$ 500.00	\$ 500.00	MISSING FEE	Adding to Fee Schedule for completeness
MARIJUANA LICENSE FEE	Medical Marijuana Center Cultivation/Optional Premises New and Renewal	\$ 500.00	\$ 500.00	MISSING FEE	Adding to Fee Schedule for completeness
MUNICIPAL BAG FEE	Plastic/Paper Bag Fee for Businesses meeting the criteria outlined in HB21-1162	\$ -	\$0.10/Bag (only \$.06/Bag remitted to the Town)	NEW FEE	Per Colorado House Bill HB21-1162, beginning January 01, 2023, businesses meeting the criteria outlined in the bill will be required to collect \$0.10 per recycled paper carryout bag or single-use plastic carryout bag provided to a customer at the point of sale. Of this fee, \$.06 per bag must be remitted to the Town of Eagle on a quarterly basis.
SEXUALLY ORIENTED BUSINESS LI	Sexually Oriented Business License Fee	\$ 100.00	\$ 100.00	NO CHANGE	
SEXUALLY ORIENTED BUSINESS LI	Sexually Oriented Business License Renewal Fee	\$ 100.00	\$ 100.00	NO CHANGE	
SEXUALLY ORIENTED BUSINESS LI	Sexually Oriented Business Manager's Registration Fee	\$ 100.00	\$ 100.00	NO CHANGE	

FACILITY RENTAL

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
OPENSOURCE FEES	Chambers Park Usage for Rafting Disembarkation by Rafting Operators (per paid customer)	\$ 1	\$ 1	NO CHANGE	
FACILITY DEPOSIT	Pavilion Deposit Fees	\$ 750	\$ 750	NO CHANGE	
FACILITY DEPOSIT	Studio Deposit Fees	\$ 375	\$ 375	NO CHANGE	
FACILITY DEPOSIT	Centennial Stage-Key Deposit	\$ 100	\$ 100	NO CHANGE	
PAVILION FEES	Pavilion Friday-Sunday: Eagle Resident	\$ 600	\$ 660	FEE CHANGE	10% increase in rental fee Comparisons: 1. Eagle County = \$350 2. Singletree = \$1150-1550 3. Eagle/Vail = \$1175-2250
PAVILION FEES	Pavilion Friday-Sunday: Non-Resident	\$ 900	\$ 990	FEE CHANGE	10% increase in rental fee Comparisons: 1. Eagle County = \$550 2. Singletree = \$1250-1750 3. Eagle/Vail = \$1175-2250
PAVILION FEES	Pavilion Friday-Sunday: Non-Profit	\$ 400	\$ 440	FEE CHANGE	10% increase in rental fee Comparisons: 1. Eagle County = \$250 2. Singletree = \$1150-1550 3. Eagle/Vail = \$395-450
PAVILION FEES	Pavilion Monday-Thursday: Eagle Resident	\$ 300	\$ 330	FEE CHANGE	10% increase in rental fee Comparisons: 1. Eagle County = \$150 2. Singletree = \$800 3. Eagle/Vail = \$357.50-536.25
PAVILION FEES	Pavilion Monday-Thursday: Non-Resident	\$ 400	\$ 440	FEE CHANGE	10% increase in rental fee Comparisons: 1. Eagle County = \$450 2. Singletree = \$950 3. Eagle/Vail = \$357.50-536.25
PAVILION FEES	Pavilion Monday-Thursday: Non-Profit	\$ 200	\$ 220	FEE CHANGE	10% increase in rental fee Comparisons: 1. Eagle County = \$50 2. Singletree = \$800 3. Eagle/Vail = \$395

FACILITY RENTAL

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
STUDIO FEES	Studio Friday-Sunday: Eagle Resident	\$ 250	\$ 275	FEE CHANGE	10% increase in rental fee Comparisons: 1. Eagle County = \$350 2. Singletree = \$1150-1550 3. Eagle/Vail = \$1175-2250
STUDIO FEES	Studio Friday-Sunday: Non Resident	\$ 350	\$ 385	FEE CHANGE	10% increase in rental fee Comparisons: 1. Eagle County = \$550 2. Singletree = \$1250-1750 3. Eagle/Vail = \$1175-2250
STUDIO FEES	Studio Friday-Sunday: Non-Profit	\$ 200	\$ 220	FEE CHANGE	10% increase in rental fee Comparisons: 1. Eagle County = \$250 2. Singletree = \$1150-1550 3. Eagle/Vail = \$395-450
STUDIO FEES	Studio Monday-Thursday: Eagle Resident	\$ 100	\$ 110	FEE CHANGE	10% increase in rental fee Comparisons: 1. Eagle County = \$150 2. Singletree = \$800 3. Eagle/Vail = \$357.50-536.25
STUDIO FEES	Studio Monday-Thursday: Non-Resident	\$ 150	\$ 165	FEE CHANGE	10% increase in rental fee Comparisons: 1. Eagle County = \$450 2. Singletree = \$950 3. Eagle/Vail = \$357.50-536.25
STUDIO FEES	Studio Monday-Thursday: Non-Profit	\$ 100	\$ 110	FEE CHANGE	10% increase in rental fee Comparisons: 1. Eagle County = \$50 2. Singletree = \$800 3. Eagle/Vail = \$395
FACILITY RENTAL FEES	Cancellation fee (less than thirty (30) days prior to the event)	Town will retain the full deposit fee	Town will retain the full rental fee from the deposit	FEE CHANGE	Prior fee amount could mean customers were being charged more than if they'd proceeded with the rental.
FACILITY RENTAL FEES	Cancellation fee (more than thirty (30) days prior to the event)	\$ 100	\$ 100	NO CHANGE	

FACILITY RENTAL

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
FACILITY RENTAL FEES	Pavilion/Studio-Late Check-In Fee	\$ 125	\$ 125	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Late Key Return	\$ 30/Day	\$ 30/Day	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Lost Key	Cost to re-key	Cost to re-key	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Unsecured Facility	\$ 100	\$ 100	NO CHANGE	
		\$ 65 /half hour minimum: half hour	\$ 65 /half hour minimum: half hour		
		Forfeiture of part of the deposit may be assessed if the next lessee is impacted by the condition of the complex and a discount is required for the next lessee	Forfeiture of part of the deposit may be assessed if the next lessee is impacted by the condition of the complex and a discount is required for the next lessee		
FACILITY RENTAL FEES	Pavilion/Studio-Unsatisfactory Cleaning Fee			NO CHANGE	
		\$ 65 / half hour plus 1.25 x Cost of parts minimum: half hour	\$ 65 / half hour plus 1.25 x Cost of parts minimum: half hour		
FACILITY RENTAL FEES	Pavilion/Studio-Repair Fee			NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Stains on Carpet	\$75 / Stain	\$75 / Stain	NO CHANGE	
		Per Colorado Intergovernmental Risk Sharing Agency's (CIRSA) Special Event liability insurance schedule	Per Colorado Intergovernmental Risk Sharing Agency's (CIRSA) Special Event liability insurance schedule		
FACILITY RENTAL FEES	Pavilion/Studio-Liability Insurance: Low, Medium, and High Hazard Events			NO CHANGE	
TOWN HALL FEES	Town Hall Conference Room	\$ 25	\$ 25	NO CHANGE	
TOWN HALL FEES	Town Hall Council Chambers	\$ 50	\$ 50	NO CHANGE	

SPECIAL EVENT FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
SPECIAL EVENTS	Clean Up Deposits - For events taking place on town property, a deposit for clean up may be charged. The amount returned will be dependent on the amount of staff time spent cleaning the site after the event.	\$ 250.00	\$ 250.00	NO CHANGE	
SPECIAL EVENTS	Fee for Additional Officers - Fee per hour per officer for additional coverage that may be required when a certain number of attendees are expected at an event.	\$60-\$80/hr/officer	\$60-\$80/hr/officer	NO CHANGE	
SPECIAL EVENTS	Special Event Application Fee - Lower cost application fee for all events. Additional review fee will be charged for events that take significant staff time for review.	\$ 25.00	\$ 25.00	NO CHANGE	
SPECIAL EVENTS	Special Event Application Review Fee - For larger public events that need staff review beyond the collection of event information, a \$100 fee will be assessed.	\$ 100.00	\$ 100.00	NO CHANGE	
SPECIAL EVENTS	This fee may be charged when staff are required to assist with an event outside of normal business hours or outside of the standard job duties of the department.	\$50/hr/employee	\$50/hr/employee	NO CHANGE	
SPECIAL EVENTS	Special Event Temporary Use Permit for Using Town Property	\$ 250.00	\$ 250.00	NO CHANGE	

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 1-500	\$ 39.40	\$ 39.40	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 500.01-2,000	\$39.40 for the first 500 plus \$3.60 for each add 'l 100 or fraction thereof, to and including 2,000	\$39.40 for the first 500 plus \$3.60 for each add 'l 100 or fraction thereof, to and including 2,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 2,000.01-25,000	\$93.40 for the first 2,000 plus \$16.30 for each add 'l 1,000 or fraction thereof, to and including 25,000	\$93.40 for the first 2,000 plus \$16.30 for each add 'l 1,000 or fraction thereof, to and including 25,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 25,000.01-50,000	\$468.30 for the first 25,000 plus \$11.75 for each add 'l 1,000 or fraction thereof, to and including 50,000	\$468.30 for the first 25,000 plus \$11.75 for each add 'l 1,000 or fraction thereof, to and including 50,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 50,000.01-100,000	\$762.05 for the first 50,000 plus \$8.15 for each add 'l 1,000 or fraction thereof, to and including 100,000	\$762.05 for the first 50,000 plus \$8.15 for each add 'l 1,000 or fraction thereof, to and including 100,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 100,000.01-500,000	\$1,169.55 for the first 100,000 plus \$6.55 for each add 'l 1,000 or fraction thereof, to and including 500,000	\$1,169.55 for the first 100,000 plus \$6.55 for each add 'l 1,000 or fraction thereof, to and including 500,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 500,000.01-1,000,000	\$3789.55 for the first 500,000 plus \$5.55 for each add 'l 1,000 or fraction thereof, to and including 1,000,000	\$3789.55 for the first 500,000 plus \$5.55 for each add 'l 1,000 or fraction thereof, to and including 1,000,000	NO CHANGE	
BUILDING PERMIT FEES	Roof Replacement - For single-family structure only	\$ 65.00	\$ 65.00	NO CHANGE	
BUILDING PERMIT FEES	Move or Demolish - Any building or structure	\$ 65.00	\$ 65.00	NO CHANGE	
BUILDING PERMIT FEES	Use Tax	2% of 120% of Total Valuation	2% of 120% of Total Valuation	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Performing work without first obtaining a permit	Double the Permit Fee	Double the Permit Fee	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 1,000,000.01 and up	\$6,564.55 for the first 1,000,000 plus \$4.30 for each add 'l 1,000	\$6,564.55 for the first 1,000,000 plus \$4.30 for each add 'l 1,000	NO CHANGE	
CONTRACTORS REGISTRATION FEES	Building Contractor's Registration	\$ 50.00	\$ 50.00	NO CHANGE	
CONTRACTORS REGISTRATION FEES	Plumbing Contractor's Registration	\$ 50.00	\$ 50.00	NO CHANGE	

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
CONTRACTORS REGISTRATION FEES	Special Contractor's Registration	\$ 50.00	\$ 50.00	NO CHANGE	
CONTRACTORS REGISTRATION FEES	General Contractor's Registration	\$ 100.00	\$ 100.00	NO CHANGE	
CONTRACTORS REGISTRATION FEES	Electrical Contractor's Registration	\$ -	\$ -	NO CHANGE	
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Residential - Under 1,000 square feet	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE	
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Residential - 1,001-1,500 square feet	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE	
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Residential - 1,501-2,000 square feet	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE	
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Residential - More than 2,000 sf	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE	
ELECTRICAL PERMIT FEES	Electrical Permit Fee – Commercial – Total Valuation 1-2,000	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE	
ELECTRICAL PERMIT FEES	Electrical Permit Fee – Commercial – Total Valuation 2,001 and above	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE	
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Mobile home and travel trailer parks	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	NO CHANGE	
ELECTRICAL PERMIT FEES	Electrical Temporary power permits	\$ 57.50	\$ 57.50	NO CHANGE	
ELEVATOR PERMIT FEES	Reinspection fees	\$1,000 per unit	\$1,000 per unit	NO CHANGE	
INSPECTIONS	Reinspection fees	\$50/Hour (Minimum 1 hour)	\$50/Hour (Minimum 1 hour)	NO CHANGE	
INSPECTIONS	Inspections for which no fee is specifically indicated	\$50/Hour (Minimum 1 hour)	\$50/Hour (Minimum 1 hour)	NO CHANGE	
INSPECTIONS	Inspections outside of normal business hours 8am-5pm	\$100/Hour (Minimum 2 Hours)	\$100/Hour (Minimum 2 Hours)	NO CHANGE	
MANUFACTURED/MOBILE HOME PERMIT FEES	Single-wide Mobile Home	\$ 200.00	\$ 200.00	NO CHANGE	
MANUFACTURED/MOBILE HOME PERMIT FEES	Double-wide Mobile Home	\$ 300.00	\$ 300.00	NO CHANGE	
MANUFACTURED/MOBILE HOME PERMIT FEES	Factory Built/Manufactured Home Double Unit	\$ 500.00	\$ 500.00	NO CHANGE	

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
MANUFACTURED/MOBILE HOME PERMIT FEES	Factory Build/Manufactured Home Triple Unit	\$ 800.00	\$ 800.00	NO CHANGE	
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 1-2,000	\$ 65.00	\$ 65.00	NO CHANGE	
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 2,001-25,000	\$65 for the first 2,000 plus \$22 for each additional 1,000 of fraction thereof up to 25,000	\$65 for the first 2,000 plus \$22 for each additional 1,000 of fraction thereof up to 25,000	NO CHANGE	
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 25,001 or more	\$571 for the first 25,000 plus \$11 for each additional 1,000 or fraction thereof	\$571 for the first 25,000 plus \$11 for each additional 1,000 or fraction thereof	NO CHANGE	
MECHANICAL PERMIT FEES	Replacement of existing boiler or furnace	\$ 65.00	\$ 65.00	NO CHANGE	
PERMIT ISSUE/TRANSFER	Permit issuance or transfer (Issuance fee does not apply for Electrical Permits)	\$ 25.00	\$ 25.00	NO CHANGE	
PLAN REVIEW	Repetitive Plan Check Fee - Residential (multi-family)	\$75/Hour (Minimum 4 Hours)	\$75/Hour (Minimum 4 Hours)	NO CHANGE	
PLAN REVIEW	Repetitive Plan Check Fee - Commercial/Industrial/Mixed Use	\$75/Hour (Minimum 5 Hours)	\$75/Hour (Minimum 5 Hours)	NO CHANGE	
PLAN REVIEW	Additional Plan Review required by Changes, Additions, Revisions	\$75/Hour (Minimum 1 Hour)	\$75/Hour (Minimum 1 Hour)	NO CHANGE	
PLAN REVIEW	Plan Check Fee	65% of the amount of the Building Permit Fee	65% of the amount of the Building Permit Fee	NO CHANGE	
PLAN REVIEW	Use of an Outside Consultant for plan check and/or inspection	Actual Costs	Actual Costs	NO CHANGE	
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 1-2,000	\$ 65.00	\$ 65.00	NO CHANGE	
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 2,001-25,000	\$65 for the first 2,000 plus \$22 for each additional 1,000 of fraction thereof up to 25,000	\$65 for the first 2,000 plus \$22 for each additional 1,000 of fraction thereof up to 25,000	NO CHANGE	
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 25,001 or more	\$571 for the first 25,000 plus \$11 for each additional 1,000 or fraction thereof	\$571 for the first 25,000 plus \$11 for each additional 1,000 or fraction thereof	NO CHANGE	
PLUMBING PERMIT FEES	Replacement of existing hot water heater	\$ 65.00	\$ 65.00	NO CHANGE	
PV SOLAR PERMIT FEES	Residential PV Installation -	\$ 250.00	\$ 250.00	NO CHANGE	
PV SOLAR PERMIT FEES	Commercial PV Installation -	\$ 500.00	\$ 500.00	NO CHANGE	
WATER METER FEES	Water Meter Fees - 1" Service	\$ 990.00	\$ 990.00	NO CHANGE	
WATER METER FEES	Water Meter Fees - ¾" Service	\$ 960.00	\$ 960.00	NO CHANGE	

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
WATER METER FEES	Water Meter Fees - Greater than 1" Service	Meter and all items associated with insallation of meters larger than 1" - actual cost x 2	Meter and all items associated with insallation of meters larger than 1" - actual cost x 2	NO CHANGE	
PLANT INVESTMENT FEE-WATER	Water Per Equivalent Residential Unit (EQR) In Town	\$ 14,079.50	\$ 14,501.89	FEE CHANGE	3% fee increase on proposed increase structure for Plant Investment Fees discussed during 2018 budget season due to rate study recommendation (15% increase 2019-2022 and 3% increase 2023-2027)
PLANT INVESTMENT FEE-WATER	Water Per Equivalent Residential Unit (EQR) Out of Town	\$ 21,119.25	\$ 21,752.83	FEE CHANGE	
PLANT INVESTMENT FEE-WATER	Deed Restricted Affordable Housing or Local Employee residence, per unit	50% Discount	50% Discount	NO CHANGE	
PLANT INVESTMENT FEE-SEWER	Sewer - Per Equivalent Residential Unit (1.0 EQR)	\$ 10,000.00	\$ 10,000.00	NO CHANGE	

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
MOBILE VENDING PERMIT	Mobile Vending Permit Fee	\$ 250.00	\$ 250.00	NO CHANGE	
SHORT-TERM RENTAL FEES	Short-Term Rental Registration Fees	\$ -	\$ -	NO CHANGE	
FIRE IMPACT FEES	Residential - Single Family (per unit)	\$ 2,481.90	\$ 2,481.90	FEE CHANGE WILL OCCUR IN FEBRUARY 2023	Per the Town Code, Fire Impact fees are adjusted annually by CPI. GEFPD uses Denver-Aurora-Lakewood Consumer Price Index (CPI) for the 2nd half of each year for this adjustment (i.e. 2023 CPI increases will be based on the annual CPI increase from January 2022 through December 2022). Since CPI information is not yet available at this time, Staff will bring fire impact fees back for an amendment in
FIRE IMPACT FEES	Residential - Multi family (per unit)	\$ 1,134.07	\$ 1,134.07	FEE CHANGE WILL OCCUR IN FEBRUARY 2023	
FIRE IMPACT FEES	Nonresidential, except temporary & extended stay lodging facilities (per 1,000sqft)	\$ 1,000.18	\$ 1,000.18	FEE CHANGE WILL OCCUR IN FEBRUARY 2023	
FIRE IMPACT FEES	Temporary & extended stay lodging facilities (per 1,000sqft)	\$ 1,000.18	\$ 1,000.18	FEE CHANGE WILL OCCUR IN FEBRUARY 2023	
PUBLIC SAFETY IMPACT FEE	Impact fee per dwelling unit for residential land use	\$ 1,407.49	\$ 1,522.90	FEE CHANGE	8.2% CPI increase. Per the municipal code (4.13.250) the public safety impact fee shall be adjusted annually for inflation based on Denver-Aurora-Lakewood CPI. The Town uses the 1st half of the year method for all CPI increases to our fees (i.e. 2023 CPI increases are based on the annual CPI increase from July 2021 through June 2022).
PUBLIC SAFETY IMPACT FEE	Impact fee for commercial land use	\$0.33 / square foot	\$0.36 / square foot	FEE CHANGE	8.2% CPI increase. Per the municipal code (4.13.250) the public safety impact fee shall be adjusted annually for inflation based on Denver-Aurora-Lakewood CPI. The Town uses the 1st half of the year method for all CPI increases to our fees (i.e. 2023 CPI increases are based on the annual CPI increase from July 2021 through June 2022).
LAND USE APPLICATION FEES	Annexation and Initial Zoning (Non PUD <2 acres)	\$1,500 + Deposit of 20% of estimated passthrough costs	\$1,500 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Annexation and Initial Zoning (Non PUD >2 acres)	\$2,500 + Deposit of 20% of estimated passthrough costs	\$2,500 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Annexation and Initial Zoning (PUD any size)	\$2,500 + Deposit of 20% of estimated passthrough costs	\$2,500 + Deposit of 20% of estimated passthrough costs	NO CHANGE	

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LAND USE APPLICATION FEES	Rezoning Application Fee	\$600 + \$600 Deposit	\$600 + \$600 Deposit	NO CHANGE	
LAND USE APPLICATION FEES	Amendment to Zone District Regulations	\$900 + \$900 Deposit	\$900 + \$900 Deposit	NO CHANGE	
LAND USE APPLICATION FEES	Zoning Variance	\$ 500.00	\$ 500.00	NO CHANGE	
LAND USE APPLICATION FEES	Community Plan Exception	\$2,000 + Deposit of 20% of estimated passthrough costs	\$2,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Small Area Plan Exception/Amendment	\$1,000 + Deposit of 20% of estimated passthrough costs	\$1,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Residential Zoning Plan	\$750 + \$25 per du + Deposit of 20% of estimated passthrough costs	\$750 + \$25 per du + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Residential Development Plan	\$1,000 + \$25 per du + Deposit of 20% of estimated passthrough costs	\$1,000 + \$25 per du + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Commercial & Industrial Zoning Plan	\$800 + Deposit of 20% of estimated passthrough costs	\$800 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Commercial & Industrial Development Plan	\$1,250 + Deposit of 20% of estimated passthrough costs	\$1,250 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Multiple Use - Zoning Plan	\$1,000 + Deposit of 20% of estimated passthrough costs	\$1,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Multiple Use - Development Plan	\$2,000 + Deposit of 20% of estimated passthrough costs	\$2,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Zoning Plan and Development Plan Combination	Listed Fee with 15% discount + Deposit of 20% of estimated passthrough costs	Listed Fee with 15% discount + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Minor Amendment	\$500 + Deposit of 20% of estimated passthrough costs	\$500 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	PUD Major Amendment	\$1,500 + Deposit of 20% of estimated passthrough costs	\$1,500 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Sketch Plan	\$500 Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs	\$500 Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Preliminary Plan	\$800 Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs	\$800 Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Final Plat	\$800 Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs	\$800 Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Lot Line Adjustment	\$450 + \$ 600 Deposit	\$450 + \$ 600 Deposit	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Condominium/Townhouse Plat	\$450 + Deposit of 20% of estimated passthrough costs	\$450 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision – Minor	\$550 + \$600 Deposit	\$550 + \$600 Deposit	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Combination Sketch Plan/Prelim Plan	Listed fees with 15% discount + 20% of estimated passthrough costs	Listed fees with 15% discount + 20% of estimated passthrough costs	NO CHANGE	

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
LAND USE APPLICATION FEES	Subdivision - Combination Prelim/Final Plat	Listed fees with 15% discount + deposit of 20% of estimated passthrough costs	Listed fees with 15% discount + deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Special Use Permit	\$600 + \$600 Deposit	\$600 + \$600 Deposit	NO CHANGE	
LAND USE APPLICATION FEES	Special Use Permit – Amendment	\$ 350	\$ 350	NO CHANGE	
LAND USE APPLICATION FEES	Sign Permit	\$ 50	\$ 50	NO CHANGE	
LAND USE APPLICATION FEES	Sign Permit - Comprehensive sign program	\$ 100	\$ 100	NO CHANGE	
LAND USE APPLICATION FEES	Design Variance - non DP or Subdivision	\$ 300	\$ 300	NO CHANGE	
LAND USE APPLICATION FEES	Temporary Use Permit - No Hearing	\$ 250	\$ 250	NO CHANGE	
LAND USE APPLICATION FEES	Temporary Use Permit - Public Hearing	\$ 600	\$ 600	NO CHANGE	
LAND USE APPLICATION FEES	Wireless Communication Facility (WCF) Administrative Approval Fee	\$ 450	\$ 450	NO CHANGE	
LAND USE APPLICATION FEES	Address Change Fee	\$ 25	\$ 25	NO CHANGE	
LAND USE APPLICATION FEES	Planner - Hourly Rate	\$ 60	\$ 60	NO CHANGE	
LAND USE APPLICATION FEES	Development Permit - Minor non PUD	\$1,000 + Deposit of 20% of estimated passthrough costs	\$1,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Development Permit - Major non PUD	\$2,000 + Deposit of 20% of estimated passthrough costs	\$2,000 + Deposit of 20% of estimated passthrough costs	NO CHANGE	
LAND USE APPLICATION FEES	Encroachment Permit	\$ 250	\$ 250	NO CHANGE	
LAND USE APPLICATION FEES	An Appeal of a Planning Decision	Original application fee (No Deposit)	Original application fee (No Deposit)	NO CHANGE	
PARKING FEE IN-LIEU	Parking Fee In-Lieu (Operating)	\$7,000 / Parking Space within the Parking Fee In-Lieu Program Boundary	\$7,000 / Parking Space within the Parking Fee In-Lieu Program Boundary	NO CHANGE	
PARKING FEE IN-LIEU	Parking Fee In-Lieu (Capital)	\$16,100 / Parking Space within the Parking Fee In-Lieu Program Boundary	\$16,100 / Parking Space within the Parking Fee In-Lieu Program Boundary	NO CHANGE	
STREET IMPROVEMENT FEES	Residential single family	\$1,016 per dwelling unit	\$1,016 per dwelling unit	NO CHANGE	
STREET IMPROVEMENT FEES	Residential multifamily	\$646 per dwelling unit	\$646 per dwelling unit	NO CHANGE	
STREET IMPROVEMENT FEES	Bank	\$7,634 per 1,000 sf	\$7,634 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Convenience Store w gas	\$10,309 per 1,000 sf	\$10,309 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	High turnover sit down restaurant	\$3,613 per 1,000 sf	\$3,613 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Fast food restaurant	\$13,681 per 1,000 sf	\$13,681 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Industrial	\$194 per 1,000 sf	\$194 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Commercial General	\$1,016 per 1,000 sf	\$1,016 per 1,000 sf	NO CHANGE	

ENGINEERING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
ENGINEERING DEPARTMENT	Engineer - Hourly Rate	\$ 60	\$ 60	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 50 cubic yards or less	\$ 65	\$ 65	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 51-100 cubic yards	\$65 for the first 50 cy plus \$15.00 for each add 'l 10 cy or fraction thereof	\$65 for the first 50 cy plus \$15.00 for each add 'l 10 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 101-1,000 cubic yards	\$140 for the first 1,000 cy plus \$10.50 for each add 'l 100 cy or fraction thereof	\$140 for the first 1,000 cy plus \$10.50 for each add 'l 100 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 1,001-10,000 cubic yards	\$234.50 for the first 1,000 cy plus \$9.00 for each add 'l 1,000 cy or fraction thereof	\$234.50 for the first 1,000 cy plus \$9.00 for each add 'l 1,000 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 10,001-100,000 cubic yards	\$315.50 for the first 10,000 cy plus \$40.50 for each add 'l 10,000 cy or fraction thereof	\$315.50 for the first 10,000 cy plus \$40.50 for each add 'l 10,000 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 100,001 cubic yards or more	\$680 for the first 100,000 cy plus \$22.50 for each add 'l 10,000 cy or fraction thereof	\$680 for the first 100,000 cy plus \$22.50 for each add 'l 10,000 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Plan Review Fee	Town Engineer Hourly Rate (Minimum 2 Hours)	Town Engineer Hourly Rate (Minimum 2 Hours)	NO CHANGE	

PUBLIC WORKS DEPARTMENT

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
PUBLIC WORKS	Door Tag – Water Notice Shut Off	\$ 25.00	\$ 25.00	NO CHANGE	
PUBLIC WORKS	Meter Check Service Fee	75.00 (Hourly)	75.00 (Hourly)	NO CHANGE	
PUBLIC WORKS	Meter Check Service Fee – After Hours/Holidays	150.00 (Hourly)	150.00 (Hourly)	NO CHANGE	
PUBLIC WORKS	Public Works Engineer - Hourly Rate	\$85-\$90	\$85-\$90	NO CHANGE	
PUBLIC WORKS	Water Shut Off/Turn On After Hours/Holidays	\$ 150.00	\$ 150.00	NO CHANGE	
PUBLIC WORKS	Backflow Device Inspection Fee	75.00 (Hourly)	75.00 (Hourly)	NO CHANGE	
PUBLIC WORKS	Right of Way Construction Permit	\$ 150.00	\$ 150.00	NO CHANGE	
PUBLIC WORKS	Road Cut Permit Annual	\$ 300.00	\$ 300.00	NO CHANGE	
PUBLIC WORKS	Road Cut Permit One Time	\$ 100.00	\$ 100.00	NO CHANGE	
PUBLIC WORKS	Water Shut Off/Turn On	\$ 75.00	\$ 75.00	NO CHANGE	
PUBLIC WORKS	Non-Operational Meter	\$100/month	\$100/month	NO CHANGE	
PUBLIC WORKS	Yard Waste Fee (per month)	\$ 2.00	\$ 2.00	NO CHANGE	
PUBLIC WORKS	Hydrant Meter Fees (Base Fee)	\$ 50.00	\$ 50.00	NO CHANGE	
PUBLIC WORKS	Hydrant Meter Fees (per 1,000 gallons)	\$4.77/1,000 gallons	\$4.77/1,000 gallons	NO CHANGE	
PUBLIC WORKS	Excavation Permit One Time	\$ 50.00	\$ 50.00	NO CHANGE	
PUBLIC WORKS	Excavation Permit Annual	\$ 150.00	\$ 150.00	NO CHANGE	
PUBLIC WORKS	Backflow Assembly Test	N/A	\$ 400.00	NEW FEE	Allow the Town to test backflow devices that are overdue in order to maintain compliance. 1 hr staff time + equipment usage. Comparisons: 1. ERWSD = \$500.00 per month (option to refund up to 3 months) 2. Town of Erie = \$350-500 per test 3. Glenwood Springs = \$300.00
PUBLIC WORKS-FOR EMERGENCY	Public Works Employee Labor - Not For Public	\$38/Hour	\$38/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Tandem Dump Truck -Not For Public	\$70/Hour	\$70/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Backhoe -Not For Public	\$50/Hour	\$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Tool Cat -Not For Public	\$50/Hour	\$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Loader -Not For Public	\$60/Hour	\$60/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Street Sweeper -Not For Public	\$120/Hour	\$120/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Skid Steer -Not For Public	\$50/Hour	\$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Motor Grader -Not For Public	\$65/Hour	\$65/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Lift Truck -Not For Public	\$115/Hour	\$115/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Boom Mower Tractor/Mowing -Not For Public	\$50/Hour	\$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	ATV -Not For Public	\$13.20/Hour	\$13.20/Hour	NO CHANGE	

PUBLIC WORKS DEPARTMENT

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
PUBLIC WORKS-FOR EMERGENCY	Flushing Trailer/Flushing Skid -Not For Public	\$90/Hour	\$90/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Pickup Truck/4x4 Vehicle -Not For Public	\$20.80/Hour	\$20.80/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Water Pump/Trash Pump -Not For Public	\$27.10/Hour	\$27.10/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Chainsaw + Employee Rate -Not For Public	\$3.45 + \$38/Hour	\$3.45 + \$38/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Demo Saw + Employee Rate -Not For Public	\$7.20 + \$38/Hour	\$7.20 + \$38/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Air Compressor -Not For Public	\$104/Day	\$104/Day	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Traffic Cones -Not For Public	\$1.25/Cone	\$1.25/Cone	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Type 2 barricades -Not For Public	\$2.00/Barricade	\$2.00/Barricade	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Type 3 barricades -Not For Public	\$2.75/Barricade	\$2.75/Barricade	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Traffic Barrels -Not For Public	\$2.50/Barrel	\$2.50/Barrel	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Additional signage -Not For Public	\$1.50 /Sign	\$1.50 /Sign	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY	Variable Message Sign -Not For Public	\$220/Day	\$220/Day	NO CHANGE	

UTILITY FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
WATER FUND FEE	Rate Class Monthly Base Fee Usage Block (gal) Charge per 1,000 gal				3% ongoing annual increase per water rate model approved in 2018 for base and tier usage rates. No increase for surcharge rates per rate model.
WATER FUND FEE	Residential without accessory dwelling unit	\$ 38.56	\$ 39.72	FEE CHANGE	
WATER FUND FEE	0-6,000	\$ 3.28	\$ 3.38	FEE CHANGE	
WATER FUND FEE	6,001-17,000	\$ 7.23	\$ 7.45	FEE CHANGE	
WATER FUND FEE	17,001-28,000	\$ 10.84	\$ 11.17	FEE CHANGE	
WATER FUND FEE	28,000 +	\$ 16.26	\$ 16.75	FEE CHANGE	
WATER FUND FEE	Residential with accessory dwelling unit base fee	\$ 48.38	\$ 49.83	FEE CHANGE	
WATER FUND FEE	0-8,000	\$ 3.28	\$ 3.38	FEE CHANGE	
WATER FUND FEE	8,001-17,000	\$ 7.23	\$ 7.45	FEE CHANGE	
WATER FUND FEE	17,001-28,000	\$ 10.84	\$ 11.17	FEE CHANGE	
WATER FUND FEE	28,000 +	\$ 16.26	\$ 16.75	FEE CHANGE	
WATER FUND FEE	Non-Residential Commercial & Mixed Use Base Fee (per unit)	\$ 38.56	\$ 39.72	FEE CHANGE	
WATER FUND FEE	0-6,000	\$ 3.28	\$ 3.38	FEE CHANGE	
WATER FUND FEE	6,000 +	\$ 7.23	\$ 7.45	FEE CHANGE	
WATER FUND FEE	Non-Residential Government, Schools & Churches base fee (per unit)	\$ 38.56	\$ 39.72	FEE CHANGE	
WATER FUND FEE	0-6,000	\$ 3.28	\$ 3.38	FEE CHANGE	
WATER FUND FEE	6,000 +	\$ 7.23	\$ 7.45	FEE CHANGE	
WATER FUND FEE	Residential/ Non- Residential Compound Meter High Side base fee (per unit)			FEE CHANGE	
WATER FUND FEE	All Usage	\$ 7.23	\$ 7.45	FEE CHANGE	
WATER FUND FEE	Out of Town Residential without accessory dwelling unit base fee	\$ 57.85	\$ 59.59	FEE CHANGE	
WATER FUND FEE	0-6,000	\$ 4.92	\$ 5.07	FEE CHANGE	
WATER FUND FEE	6,001-17,000	\$ 10.81	\$ 11.13	FEE CHANGE	
WATER FUND FEE	17,001-28,000	\$ 16.22	\$ 16.71	FEE CHANGE	
WATER FUND FEE	28,000 +	\$ 24.31	\$ 25.04	FEE CHANGE	
WATER FUND FEE	Out of Town Residential with accessory dwelling unit base fee	\$ 72.61	\$ 74.79	FEE CHANGE	
WATER FUND FEE	0-8,000	\$ 4.92	\$ 5.07	FEE CHANGE	
WATER FUND FEE	8,001-17,000	\$ 10.81	\$ 11.13	FEE CHANGE	
WATER FUND FEE	17,001-28,000	\$ 16.22	\$ 16.71	FEE CHANGE	
WATER FUND FEE	28,000 +	\$ 24.31	\$ 25.04	FEE CHANGE	

UTILITY FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
WATER FUND FEE	Out of Town Non-Residential Commercial & Mixed Use base fee (per unit)	\$ 57.85	\$ 59.59	FEE CHANGE	3% ongoing annual increase per water rate model approved in 2018 for base and tier usage rates. No increase for surcharge rates per rate model.
WATER FUND FEE	0-6,000	\$ 4.92	\$ 5.07	FEE CHANGE	
WATER FUND FEE	6,000 +	\$ 10.81	\$ 11.13	FEE CHANGE	
WATER FUND FEE	Non-Residential Government, Schools & Churches base fee (per unit)	\$ 57.85	\$ 59.59	FEE CHANGE	
WATER FUND FEE	0-6,000	\$ 4.92	\$ 5.07	FEE CHANGE	
WATER FUND FEE	6,000 +	\$ 10.81	\$ 11.13	FEE CHANGE	
WATER FUND FEE	Residential/ Non- Residential Compound Meter High Side base fee(per unit)			FEE CHANGE	
WATER FUND FEE	All Usage	\$ 10.81	\$ 11.13	FEE CHANGE	
WATER FUND FEE	Surcharge Residential (per unit)			NO CHANGE	
WATER FUND FEE	Low Usage - (0 - 4,000 gallons)	\$ 8.15	\$ 8.15	NO CHANGE	
WATER FUND FEE	Average Usage - (4,000 - 14,000)	\$ 12.50	\$ 12.50	NO CHANGE	
WATER FUND FEE	High Usage - (14,000 +)	\$ 17.00	\$ 17.00	NO CHANGE	
WATER FUND FEE	Surcharge Non-Residential (per unit)			NO CHANGE	
WATER FUND FEE	Low Usage - (0 - 4,000 gallons)	\$ 8.15	\$ 8.15	NO CHANGE	
WATER FUND FEE	Average Usage - (4,000 - 46,000)	\$ 12.50	\$ 12.50	NO CHANGE	
WATER FUND FEE	High Usage - (46,000 +)	\$ 17.00	\$ 17.00	NO CHANGE	
WATER FUND FEE	Utility Payment Late Fee (Water/Sewer/Trash)	\$ 5.00	\$ 5.00	NO CHANGE	
WASTE WATER FUND FEE	Residential/Commercial/Mixed Use/Government/Schools - Monthly Sewer Service (per unit)	\$ 63.61	\$ 65.52	FEE CHANGE	3% ongoing annual increase per the 2021 rate study
REFUSE FEE	Residential monthly charges rubbish removal and recycling base fee	\$ 27.72	\$ 29.99	FEE CHANGE	Currently proposing an increase by 'CPI'. Current Denver-Aurora-Lakewood area CPI for July 2022 = 8.2%
REFUSE FEE	Additional can fee per month	\$ 22.16	\$ 23.98	FEE CHANGE	
REFUSE FEE	Extra Trash Charges: Furniture - couch, sofa, twin or single box springs/mattresses	\$ 15.00	\$ 15.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Furniture - per king/queen mattress or box springs	\$ 20.00	\$ 20.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Appliances - stove, oven, was	\$ 15.00	\$ 15.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Appliances - hot water heater	\$ 30.00	\$ 30.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Carpet: per cubic yard	\$ 18.00	\$ 18.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Construction Materials - per cubic yard	\$ 18.00	\$ 18.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Tires (each)	\$ 7.00	\$ 7.00	NO CHANGE	
REFUSE FEE	Trash Can - New	\$ 90.00	\$ 90.00	NO CHANGE	
REFUSE FEE	Trash Can - Used	\$ 50.00	\$ 50.00	NO CHANGE	
REFUSE FEE	Recycle Container	\$ 20.00	\$ 20.00	NO CHANGE	
REFUSE FEE	Yardwaste Fee	\$ 2.00	\$ 2.00	NO CHANGE	

UTILITY FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
REFUSE FEE	Administrative Fee for Refuse Billing	\$ 1.34	\$ 1.45	FEE CHANGE	Currently proposing an increase by 'CPI'. Current Denver-Aurora-Lakewood area CPI for July 2022 = 8.2%
STORMWATER MANAGEMENT FEE	Residential Monthly Fee	\$ 3.00	\$ 3.00	NO CHANGE	
STORMWATER MANAGEMENT FEE	Commercial Monthly Fee	\$ 6.00	\$ 6.00	NO CHANGE	

BROADBAND FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE	PROPOSED FEE CHANGE	REASONING FOR CHANGE
BROADBAND FEE	Transport Only to 910Telecom (monthly recurring charge)				New Broadband fee schedule per broadband study performed by Uptown Services. Modified to adjust for new THOR bandwidth calculations. ISP pricing adjusted for hybrid fiber/wireless and adjusted for smaller scope.
BROADBAND FEE	1 Gbps (subject to capacity availability)	N/A	\$ 875.00	NEW FEE	
BROADBAND FEE	5 Gbps (subject to capacity availability)	N/A	\$ 3,125.00	NEW FEE	
BROADBAND FEE	10 Gbps (subject to capacity availability)	N/A	\$ 5,000.00	NEW FEE	
BROADBAND FEE	Port fee (monthly recurring charge)	N/A	\$ 250.00	NEW FEE	
BROADBAND FEE	Additional port (each)	N/A	\$ 500.00	NEW FEE	
BROADBAND FEE	Setup fee (one time)	N/A	\$ 2,500.00	NEW FEE	
BROADBAND FEE	Quarter rack colocation space				
BROADBAND FEE	Quarter rack colocation space	N/A	\$ 1,000.00	NEW FEE	
BROADBAND FEE	Setup fee (one time)	N/A	\$ 2,500.00	NEW FEE	The set up fees are higher than industry standard for Transport to 910 Telecom since the the Town does not have any term requirements for purchasers. This is structured in this many to protect the Town for the high cost of connection.
BROADBAND FEE	Business Internet Service (monthly recurring charge)				
BROADBAND FEE	300 Mbps (subject to capacity availability)	N/A	\$ 149.00	NEW FEE	
BROADBAND FEE	1 Gbps (subject to capacity availability)	N/A	\$ 299.00	NEW FEE	
BROADBAND FEE	up to 10 Gbps (subject to capacity availability)	N/A	TBD upon Building Audit	NEW FEE	
BROADBAND FEE	Installation 300 Mbps (one time)	N/A	\$ 129.00	NEW FEE	
BROADBAND FEE	Installation 1Gbps (one time)		\$ 379.00		

COURT FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
COURT	Court Cost	\$ 30	\$ 30	NO CHANGE	
COURT	Surcharge - Criminal Violation	\$ 20	\$ 20	NO CHANGE	
COURT	Surcharge - Traffic Code Violation	\$ 10	\$ 10	NO CHANGE	
COURT	Jury Demand Fee	\$ 25	\$ 25	NO CHANGE	
COURT	Witness Fee	\$ 5/day	\$ 5/day	NO CHANGE	
COURT	Juror Fee-Engaged on Jury	\$6/day	\$6/day	NO CHANGE	
COURT	Juror Fee-Attendance on Panel	\$3/day	\$3/day	NO CHANGE	
COURT	Mileage Fees (witnesses and jurors)	\$0.15/mile	\$0.15/mile	NO CHANGE	
COURT	Deferred Judgement Fee	\$ 75	\$ 75	NO CHANGE	
COURT	Deferred Prosecution Fee	\$ 40	\$ 40	NO CHANGE	
COURT	Insurance Dismissal Fee	\$ 10	\$ 10	NO CHANGE	
COURT	Bench Warrant Fee	\$ 50	\$ 50	NO CHANGE	
COURT	Incarceration Fee	Amount equal to sum charged to the Town by the County for incarceration	Amount equal to sum charged to the Town by the County for incarceration	NO CHANGE	
COURT	Charitable Contribution	\$ 5	\$ 5	NO CHANGE	
COURT	Collections Administration Fee	\$ 50	\$ 50	NO CHANGE	
COURT	Stay of Execution Fee	\$ 25	\$ 25	NO CHANGE	
COURT	Non-Resident Violator Compliance Fee	\$ 30	\$ 30	NO CHANGE	
COURT	Outstanding Judgment Warrant Fee	\$ 30	\$ 30	NO CHANGE	
COURT	Record Sealing Fee	\$ 65	\$ 65	NO CHANGE	

POLICE DEPARTMENT

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
POLICE DEPARTMENT	Abandoned Vehicle Administration Fee	\$ -	\$ -	NO CHANGE	
POLICE DEPARTMENT	Nuisance Alarm Fee	50-150	50-150	NO CHANGE	
POLICE DEPARTMENT	VIN Inspection Fee	\$ 15.00	\$ 15.00	NO CHANGE	
					State Statue Allows to Charge \$75.00 for Initial Registration. This will help offset the cost of staff time to process new registrant, complete the required background investigation, and complete house check as required by statute and in accordance with EPD policy.
					Vail PD - \$40 / \$15 reregistration Avon PD - no itital fee only \$40/annual EC SO - \$25 / \$25 reregistration Edgewater - \$50 / \$25 reregistration
POLICE DEPARTMENT	Initial Sex Offender Registration	N/A	\$ 75.00	NEW FEE	
POLICE DEPARTMENT	Sex Offender Annual Registration	\$ 25.00	\$ 25.00	NO CHANGE	
POLICE DEPARTMENT	Sex Offender Information Update	\$ -	\$ -	NO CHANGE	
POLICE DEPARTMENT	Sex Offender Quarterly Registration	\$ 25.00	\$ 25.00	NO CHANGE	
POLICE DEPARTMENT	Police Report Digital Evidence Disc Fee	\$ 5.00	\$ 5.00	NO CHANGE	

POLICE DEPARTMENT

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
POLICE DEPARTMENT	Police Report Digital Evidence Flash Drive	N/A	8GB-\$3.00 per flash drive 32GB-\$5.00 per flash drive 1TB-\$20.00 per flash drive	NEW FEE	Fee will off set the cost to purchase new flash drives for large records requests that won't fit on discs. Discs will still be offered if practicable. Due to CO legislation that came out in 2020, officers must have their bodycams running throughout the entirety of any contact, whether they are in their vehicle or talking to other law enforcement officers. In addition, bodycams are now in high definition, making file sizes extremely large. Further, in more complex situations, there may be multiple officers on scene, meaning multiple sets of bodycam footage. All of this will contribute to potentially large volumes of data in a evidence report. Comparisons (there are no good comparisons locally for flash drives): 1. Vail PD - \$10 per DVD 2. Garfield County Sheriff's Office - \$5.00 per DVD 3. Loveland PD - \$15 per DVD
POLICE DEPARTMENT	Police Report Fee	.25 per page	\$5.00 for first 10 pages \$0.25 per additional page	FEE CHANGE	In alignment with other agencies, this fee is intended to help offset cost of staff time required to process requests Comparisons: 1. ECSO - charges \$5.00 + \$0.25 per page 2. Basalt PD - \$10.00 search fee + \$0.25 per page 3. Avon PD - \$5.00 accident report; \$0.25 per page incident reports

POLICE DEPARTMENT

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
POLICE DEPARTMENT	Police Report Research Fee (per hour, first hour free)	\$ 30.00	\$ 33.58	FEE CHANGE	Update rate to match State statute which changed from \$30.00 per hour to \$33.58 per hour as of July 2019
POLICE DEPARTMENT	Sex Offender De- Registration	\$ -	\$ -	NO CHANGE	
POLICE DEPARTMENT	Video Redaction Fee	Cost of Third Party Contract	Cost of Third Party Contract	NO CHANGE	



To: Mayor and Town Council

From: Larry Pardee, Town Manager
Jill Kane, Finance Director

Date: November 8, 2022

Re: Public Hearing – 2023 Proposed Budget Presentation

REQUEST: Staff requests that the Town Council:

- Review the changes made to the 2022 Supplemental Budget and 2023 proposed Budget since the October 25th budget hearing and provide feedback
- Adopt the 2022 Supplemental Budget
- Adopt and Appropriation funds for the 2023 Proposed Budget

INTRODUCTION: The Council has reviewed various draft proposals and discussed budget over the last several meetings. The next step in the process includes the adoption of the 2023 Budget and 2022 supplemental budget with associated resolutions and ordinances. Staff has provided a description of modifications made to the budget since this October 25th budget hearing. The full budget narrative, all attachments, and appendices will be presented to the Council at the December 13th meeting or 1st meeting in January. This document is due to the State on January 31st.

ANALYSIS: Provided below is a summary of modifications that have been made to the draft budget since October 25th.

General Fund Revenues: *Adjustments made by staff has increased the 2023 general fund revenues by \$321,635, which increases our total General Fund revenues from \$11,848,641 to \$12,170,276 in 2023. No changes were made to the 2022 budgeted revenues. Below is the detail of modifications that were made.*

- **Licenses & Permits – Building Permits – 2023 \$300,000** - Increased 2023 Building Permits to include the first phase of construction for Reserve at Hocket Gulch, which increases the Town's permit revenue from \$323,000 to \$623,000. There is a possibility that the Town may receive these revenues in 2022, however it is more probable that it will be in 2023.
- **Intergovernmental Revenues –Grants – 2023 \$15,000** - The Town will likely be receiving a CPW Human-Bear Conflict Reduction Community Grant for Town Bear Resistant Trash Receptacles for parks and around Town. There is a 50% partner match for the program. We will budget \$30,000 in expenditures and \$15,000 in Grant Revenue.
- **Transfers from other Funds – 2023 \$6,635** - Staff had rolled over the transfer from the Water, Wastewater, and Open Space funds to the General Fund for IT support for 2023 from 2022 and had not yet updated the amounts based on the 2023 budget. Staff has now updated the budget amounts and it is increased revenue to the general fund totaling \$6,635.

General Fund Expenditures: *Adjustments made by staff has decreased the 2022 general fund expenditures by \$60,000, which decreases our total General Fund expenditures from \$12,751,381 to \$12,691,381 in 2022. Adjustments made by staff has increased the 2023 general fund expenditures by \$395,000, which increases our total General Fund revenues from \$13,840,005 to \$14,235,005 in 2023. These total expenditure amounts include transfers to other funds.*

Town Council 2022 & 2023 Budget –

- **Energy Rebate Program – \$20,000 – 2023** - The original proposed 2023 budget included \$40,000 for a new energy rebate program through Walking Mountains. based on Council feedback at the 10/11 budget hearing, staff dropped the program down to \$20,000. After further discussion during the 10/25 budget hearing Council requested that the amount be increased back up to the original \$40,000.
- **Economic Development Study - (\$50,000)/\$65,000 – 2022/2023** - The Town had budgeted \$50,000 in 2022 for an Economic Development Study to be completed in coordination with the Economic Vitality Committee. Due to staff transition and vacancies in 2022, staff is requesting that this study be moved to 2023. Staff requested an updated proposal from EPS since the last proposal was received in 2021. The new proposal includes an additional \$15,000 for RRC to conduct an evaluation of the workforce and visitors using Google Mobility data. This disaggregated dataset is meant to provide information about people's movement patterns that can help understand the local economy in Eagle. This analysis will consist of commuting patterns, time spent in different economic/retail hubs in Eagle, and time spent on outdoor recreation. This data will show origins, destinations, when people move throughout the Town (and Valley), and how long they stay. The purpose is to understand the dynamics of locals, workers, and visitors in the community, with a particular focus on the health of retail/economic nodes. This data will be supplemented with sales tax data to identify spending habits and workforce demographic data, such as education, age, and occupational statistics.
- **EVC – Business Community Survey - (\$10,000)/\$10,000 – 2022/2023** -The 2022 Budget originally included \$10,000 for EVC to conduct a business community survey. The EVC and staff are requesting that this amount be rolled over into the 2023 budget.

General Administration 2023 Budget –

- **Transfer to the DDA - \$20,000** - The DDA has projected TIF revenues in the amount of \$17,398. The DDA has requested a \$115,000 budget. During the 10/25 budget hearing, Council approved a \$20,000 transfer from the General Fund to the DDA fund to support additional ongoing operating costs of the DDA. The DDA now has \$37,398 budgeted in revenues and expenditures for the 2023 budget year.
- **Transfer to the Capital Improvements Fund - \$250,000** - Based on the additional revenue received in the General Fund, Staff is recommending an additional transfer of \$250,000 from the General Fund to the Capital Improvements Fund which will increase the 2023 transfer from \$2,300,000 to \$2,550,000. This transfer allows the town to maintain an unassigned fund balance of 25% of operating expenditures.

Buildings and Grounds 2023 Budget –

- **Minor Equipment - \$30,000** - The Town will likely be receiving a CPW Human-Bear Conflict Reduction Community Grant for Town Bear Resistant Trash Receptacles for parks and around Town. There is a 50% partner match for the program. We will budget \$30,000 in expenditures and \$15,000 in Grant Revenue.

General Fund balance Summary

The estimated ending fund balance for 2023 is \$3,690,124 (a \$13,365 decrease from the prior draft) and unassigned fund balance is \$2,880,467 which is 25.01% of operating expenditures, which is aligned with the Town's 25% reserve policy.

Capital Improvement Fund (CIF): Adjustments made by staff has increased the 2023 Capital Improvement Fund (CIF) revenues by \$1,190,000, which increases our total CIF revenues from \$2,894,356 to \$4,084,356 in 2023. No

changes were made to the 2022 budgeted revenues or to expenditures. The estimated ending fund balance for 2023 is \$11,423,692 (a \$1,190,000 increase from the prior draft). Below is the detail of modifications that were made.

- **Use Tax – \$940,000** - Increased 2023 Use Tax to include the first phase of construction for Reserve at Hocket Gulch, which increases the Town's use tax revenue from \$325,000 to \$1,265,000. There is a possibility that the Town may receive these revenues in 2022, however it is more probable that it will be in 2023.
- **Transfer from the General Fund - \$250,000** - Based on the additional revenue received in the General Fund, Staff is recommending an additional transfer of \$250,000 from the General Fund to the Capital Improvements Fund, which will increase the 2023 transfer from \$2,300,000 to \$2,550,000. This transfer allows the town to maintain an unassigned fund balance of 25% of operating expenditures.

Sales Tax Capital Improvements Fund (STCIF): Staff did not make any adjustments to the STCIF revenues and made one adjustment to the 2023 expenditures that is described below. The estimated ending fund balance for 2023 is \$1,348,488 (a \$25,000 decrease from the prior draft).

- **Eagle County Trails Funding - \$250,000** –Eagle County was requesting between \$200,000 and \$400,000 for completion of the valley wide trail a two-year period (\$100K - \$200K annually). Based on the conversation during the 10/25/22 budget hearing, Council approved a \$25,000 contribution in 2023 (\$50,000 over two years) for Eagle County Trails completion of the final section of the valley-wide bike trail from Wolcott to the Cordillera entrance along Highway 6. The \$25,000 in 2024 will be subject to budget appropriation.

Water Fund: Staff did not make any adjustments to Water fund revenues and only made one adjustment to 2023 expenses that is described below. The estimated ending fund balance for 2023 is \$13,689,473 (a \$14,901 decrease from the prior draft)

- **Transfer to General Fund for IT Services– 2023 - \$14,901** - Staff rolled over the transfer from the Water fund to the General Fund for IT support for 2023 from 2022 and had not yet updated the amounts based on the 2023 budget. Staff has now updated the budget amounts.

Utility (Wastewater) Fund Summary: Staff did not make any adjustments to Wastewater fund revenues and only made one adjustment to 2023 expenses that is described below. The estimated ending fund balance for 2023 is \$8,720,130 (a \$8,401 increase from the prior draft)

- **Transfer to General Fund for IT Services– 2023 – (\$8,401)** - Staff rolled over the transfer from the Water fund to the General Fund for IT support for 2023 from 2022 and had not yet updated the amounts based on the 2023 budget. Staff has now updated the budget amounts.

Open Space Fund Summary: Staff did not make any adjustments to Open Space fund revenues and only made one adjustment to 2023 expenses that is described below. The estimated ending fund balance for 2023 is \$630,091 (a \$135 decrease from the prior draft)

- **Transfer to General Fund for IT Services– 2023 – \$135** - Staff rolled over the transfer from the Water fund to the General Fund for IT support for 2023 from 2022 and had not yet updated the amounts based on the 2023 budget. Staff has now updated the budget amounts.

DDA Fund Summary – Staff did not make any adjustments to the DDA revenues or expenditures in 2022. Staff increased budgeted revenues and expenditures by \$20,000 in 2023. The projected ending fund balance remains at zero for the 2023 yearend (no change from the prior draft). Below is the detail of modifications that were made.

Revenue

- **Transfer from General Fund – \$20,000** - The DDA has projected TIF revenues in the amount of \$17,398. The DDA has requested a \$115,000 budget. During the 10/25 budget hearing, Council approved a \$20,000 transfer from the General Fund to the DDA fund to support additional ongoing operating costs of the DDA. The DDA now has \$37,398 budgeted in revenues and expenditures for the 2023 budget year.

Expenditures

- **Professional Services – \$7,852** - During the 10/25 budget hearing, Council approved transferring \$20,000 from the General Fund to the DDA Fund to increase their overall budget from \$17,398 to \$37,398. \$7,852 of that amount was appropriated to Professional services for DCI's contract and website Maintenance.
- **Legal Services - \$12,148** - During the 10/25 budget hearing, Council approved transferring \$20,000 from the General Fund to the DDA Fund to increase their overall budget from \$17,398 to \$37,398. \$12,148 of that amount was appropriated to Legal services to assist with annexations and other legal issues in 2023.

The next steps are:

- Adopt Mill Levy – December 13th
- Adopt the 2023 Fee Schedule – December 13th
- Council will receive the final 2021 budget document to certify
- Final certified 2021 budget document to be sent to the State by January 31st

COMMUNITY INPUT: Community input was solicited throughout the budget process. There were three public hearings scheduled for the budget:

- October 11th
- October 25th
- November 8th

Other than requests from specific organizations requesting funding from the Town through our community request and event funding programs, staff received the following community input:

- Lachie Thomas 756 Eby Creek Road. Expressed interest in the Town pursuing changes to the river park to increase usage during low flow and extend the season by creating a low wave in the river. Provided Salida as an example.
- Farm St. John 510 Howard Street. Expressed appreciation for the River Park.

BUDGET / STAFF IMPACT: N/A

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: The budget implements different aspects of the Strategic Plan as well as other long-range planning documents.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to approve the following resolutions and ordinances:

Motion to **approve** or **deny** adoption of Ordinance 19, Series 2022, "An Ordinance Reappropriating Funds To The Various Funds And Spending Agencies, In The Amounts And For The Purpose As Set Forth Below For The Town Of Eagle, Colorado For The 2022 Budget Year".

Motion to **approve** or **deny** adoption of Ordinance 21, Series 2022, "An Ordinance Appropriating Funds To The Various Funds And Spending Agencies, In The Amounts And For The Purpose As Set Forth Below For The Town Of Eagle, Colorado For The 2023 Budget Year".

Motion to **approve** or **deny** adoption of Resolution 85, Series 2022 "A Resolution Summarizing Expenditures And Revenues For Each Fund And Adopting A Budget For The Town Of Eagle, Colorado For The Calendar Year Beginning On The 1st Day Of January, 2023, And Ending On The Last Day Of December 2023".

ATTACHMENTS:

- 2022/2023 Budget – Final Draft
- Ordinance 19-2022 – Reappropriating Various 2022 Funds
- Ordinance 21-2022 – Appropriating Funds for the 2023 Budget Year
- Resolution 85-2022 – Summarizing Exp and Rev for Each Fund and Adopting a Budget for 2023

TOWN OF EAGLE

ANNUAL BUDGET 2023





November 8th, 2022

Honorable Mayor and Members of the Town Council:

The 2023 Budget presented to you is a balanced approach to revenues and expenditures for all funds. Although needs typically exceed the availability of resources, the budget manages to accomplish the priorities of the Town Council, staff, the community and maintains the current level of service. The budget is a living document that serves as a planning tool for the upcoming year. The Town Council and staff refer to the budget all year to plan and execute the priorities of the community.

Different areas of the budget achieve the goals of the Town of Eagle and they are provided below:

Economic Outlook

Sales tax collections continue to improve. Overall sales tax collections in 2022 are up around 17% over 2021. In 2023, the Town is proposing a conservative 3% in projected sales tax collections over 2022 based on the economic forecasts and the potential for a recession in the coming year with the ever-increasing interest rates. This represents a \$384,000 increase over our 2022 projection. Overall revenue in the General Fund will increase by \$565,581 over 2022. The total projected revenues for the General Fund are \$12,170,276 which represents a 5% increase over 2022. All other taxes will remain relatively flat for 2022.

In 2022, the Town's position was conservative due to the COVID-19 global pandemic and the discussion of a potential recession in the future due to rising interest and inflation rates. The economic recovery is ongoing and has proven to outpace staff projections. The Town weathered an unpredictable environment and is continuing to have solid growth.

In 2023, the Town is in a great position and will transition from a pandemic recovery to a proactive business-friendly economic environment.

Economic Development Initiatives

Most of the Town's revenues are generated by sales tax and economic development is important to ensure long-term financial stability. There are a few investments that the Town is making in economic development in 2023.

- Town-Wide Economic Development Strategy – In 2021, the Town Council approved \$50,000 in funds for a town-wide economic development strategy, which is now estimated to be \$65,540, with the updated proposal submitted November 1st, 2022, which is scheduled to be completed in 2023. The Town is investing \$10,000 in an economic dashboard and drafting a new economic and business survey for \$10,000, scheduled to go out in 2023.
- Downtown Development Authority (DDA) – Congratulations to DDA and the Town who all worked to get the vote passed to form the Downtown Development Authority TIF. The 2023

Town budget invests \$20,000 in financial support along with DDA's new TIF \$17,300 funds to support revitalization in Eagle's historic downtown.

- Public Art and Beautification Gateway Project – In 2022 we expensed \$58,000, and the balance of funding \$567,000 is for project installation of a public art mural wall and landscaping along the eastside of the Eby Creek Road roundabouts is scheduled to be completed. This will create an inviting gateway into the Town of Eagle.
- Broadband – Town invested in broadband in 2022 by constructing a telecommunications connection for downtown Broadway business district. This expanded access from the downtown has begun subscribing new customers. In 2023, the Town will focus on expanding middle mile broadband within the community along Chambers and Market business districts.
- Regional Transit Authority (RTA) – The Town will become a funding partner and participate in the RTA technical advisory committee if the RTA ballot measure is successful in 2022. This initiative establishes the RTA and consolidates and expands transit options in the region.
- Housing Strategies – The Town continues to partner with Eagle County on the West Eagle Housing project. In 2023, the stakeholder committee will finalize the developer selection and move forward with planning the project in 2023. Community Development applied for a grant to develop an affordable housing strategy for the Town of Eagle. This project will begin in 2023 and the organization will include recommendations in the rewrite of the development code.
- Wayfinding and Branding – The Town will invest in establishing a brand and creating a wayfinding sign plan.

Long Range Planning Initiatives

The Town has prioritized long-range planning and development of a vision that will inform several of the projects that Community Development is working on. These projects will set the foundation for how the Town will develop and grow. Below is a list of initiatives that are slated for 2023:

- Rewrite of the Land Use Code – In 2021, the Town switch gears and contracted with Clarion to kick off the rewrite of the development code. In 2023, the document will be completed along with revisions to the sign code.
- Highway 6/Grand Avenue Corridor Plan – In 2021, the consultant team and stakeholder committee completed phases one and two of the project and successfully revealed a concept plan to the public. In 2022, the concept plan will be completed, and the Town will identify funding strategies for the plan. In 2023 phase three (\$578,000) of the project is to be completed.
- Open Space & Trails Master Plan – In 2023, the Town will start to implement the recommendations identified in the plan.
 - Children's Fishing Pond Improvements \$30,500
 - Wildlife Interpretive Signage Project \$50,000
 - Multilingual signage and educational signage \$60,000

- Open Space and Trails Master Plan Implementation Phase 1 - NEPA and Planning Process \$30,000

Administrative Initiatives

In 2021, the Town created for the first time an Information Technology Department with staff dedicated full-time to the operation. Previously, IT was contracted out with limited support to the organization. This was an important step and as a result, the Town will see improvements in security, efficiencies, and innovation. In 2023, the organization is proposing the following projects:

- Council Chambers AV Upgrades – The Town has continued to patch up the Council Chambers AV System over the years; however, it is still not functioning as it should for an organization of our size. The Town is scheduled to spend \$244,000 in upgrades and bring the AV system into the modern technology world.
- Network Improvements – The Town does not have connectivity to the network for its facilities. This is one of the major reasons why the organization has struggled to improve its internal IT functions and process. In 2022, the organization is proposing to connect its facilities to the network via THOR. This will also include a complete overhaul of the networks at each of its facilities.
- Community It upgrades – Security Cameras and access controls, Smart Poles, lighting and wireless repeaters for business districts, and Fiber along Grand Ave to lower water in partnership with Holy. As a result of network improvements, the organization is proposing to install security cameras at facilities that are constantly plagued by vandalism. The Town is schedule to spend \$402,507 in 2023.

Infrastructure and Capital Improvements

The Town has several important infrastructure projects in the works. In 2018, staff developed the Town's first Capital Improvement Plan. The Town will continue the execution of that plan and identification of additional projects. In 2023, the Town is planning to work on the following projects:

- The newly created stormwater management enterprise fund has enough revenue to pay for projects. In 2023, the Town will invest \$50,000 in a stormwater assessment to identify projects to maintain and improve infrastructure.
- Capital Improvement Identification Planning – In 2023, the Town will hire a consultant to improve the CIP and develop a 10-year plan. The staff has done a good job of identifying capital but could benefit from having the capacity to complete a comprehensive capital improvements list.
- Pavement Management – Public Works continues to complete maintenance and improvements. In 2023, the Town will resurface E. & W. Double Hitch, Robins Egg, W. Haystack Drive, Sawmill Circle, Deep Edy Cove, Castle Drive, and King Road.
- Cemetery Tank Replacement – The Town completed the design of the Cemetery Tank 2021 and will begin the construction process in 2023. The project will likely continue into 2023. The Town

plans to install telecommunication towers on the site for high-speed internet and phone services.

Public Safety Investments

The Town continues to prioritize investments in public safety. As Eagle grows it is important to provide safe and reliable services. Below are items that are funded in 2023 to ensure that the Town is making improvements in this area:

- Police Department Equipment and Fleet Upgrades – The Town will continue the replacement cycle for patrol cars. In 2023, staff will replace three cars \$158,657 for Police officers and \$56,575 one car for Chief of Police.
- Brush Creek Park Playground Equipment Replacement – The existing equipment at Brush Creek Park was built over 20 years ago. The wood play structure is showing its age, is harder to maintain, and is unsafe. In 2023, the Town will complete a design for a new play structure and apply for a GOCO grant to replace the equipment 2023.

Sustainability and Conservation

In 2021, the Town Council adopted a net-zero carbon emissions policy which established goals for the organization to achieve. In 2022, the Town will fund strategies to save money and improve the environment. Those projects are listed below:

- Net-Zero Carbon Emissions Assessment – In 2023, the Town will initiate an assessment to establish a baseline for carbon emissions and develop strategies to achieve net-zero goals.
- Electric Vehicle Charging Stations – To begin the process of converting fleet to electric, the Town will install EV stations at Public Works, Town Hall, and the Eagle River Park.
- Palmer Sustainability Fund – In 2021, we lost Adam Palmer and Andy Jessen in an avalanche. Adam was a supporter of sustainability and spent most of his time dedicated to these efforts. Andy was also supportive. In 2022, the Town provided seed money to set up the Palmer Sustainability Fund in partnership with the Eagle Valley Community Fund to raise money for sustainability projects in the community. The Town will continue to donate to the Palmer Sustainability Fund through the Town's Community Request Program.
- Colorado Energy Office Partnership – In 2021, the Town Council approved a partnership with the Colorado Energy Office and Yearout to apply for grants and to implement sustainability projects in the water and wastewater facilities. Improvements include upgrades to meters, equipment, and installation of PVC systems and other solar projects. The upgrades that the Town moves forward with will occur in 2023.

Structural and Organizational Changes

The Town is proposing a few changes to departments, staffing, and funds. In 2023, the organization experienced prolonged vacancies and struggle to fill positions. Once filled, the organization continues to struggle with keeping up with the growth the Town is experiencing. To ensure that we maintain a positive organizational culture, the Town has proposed making investments in the workforce in 2023. These investments include:

- Staff Changes – The Town continues to build capacity. The organization went from 66 positions in 2021 to 74 in 2022. The organization will hire 7 FTE which will increase the ability to provide improved levels of service. The proposed budget includes the following positions:
 - IT Applications Administrator
 - Public Works – Streets Maintenance Technician
 - Public Works – Building & Grounds Technician
 - Public Works – Wastewater Operator A
 - Public Works – Water Meter Technician
 - Muni Court – Increase hours (from 20 – 28) Part-time
 - Administration - Sustainability Coordinator
- Pay Plan – Human resources completed a comprehensive assessment of wages and grades of the pay plan for 2023. This resulted in making several market adjustments. The average market adjustments are between 5% - 6% and the projected merit pool will be 4% - 5%.

The Town is proposing a restructure in Special Events and plans on moving the Information Center under the Assistant Town Manager. The proposed budget adds one new program to the organization. For the first time, the Town will have dedicated program Sustainability Coordinator for to lead our sustainability and climate goals.

Insurance & Benefits

In 2021, the Town invested significant resources to enrich healthcare and retirement plans for employees. No modification was made to benefits in 2022. The Town will see a 7.5% increase in healthcare costs. The administration is proposing to have the Town cover most of increase in premiums so that employees can receive 100% of the benefit of the proposed market adjustments and merit pool. Only slight modifications will be made to employee health insurance premiums.

Conclusion

The Town continues to execute the Strategic Plan and make investments in economic development, service delivery, and organizational capacity. The Town is growing and will continue to be the beneficiaries of development. The 2023 budget reflects new economic investments that will pay off over time. It is our goal to become a standard-driven organization and operate with professionalism. Progress made towards proactive policies and initiatives will serve the Town well. The budget builds on these efforts. The development of the 2023 budget was a collaboration between all departments and elected officials. Thanks to the entire team for their efforts.

Respectfully submitted,

Larry Pardee

Larry Pardee
Town Manager
Town of Eagle

BUDGET - ALL FUNDS SUMMARY

	<u>2021 ACTUAL</u>	<u>2022 BUDGET</u>	<u>2022 REVISED</u>	<u>2023 BUDGET</u>	<u>DIFFERENCE INCREASE(DECREASE)</u>
GENERAL FUND:					
BEGINNING FUND BALANCE	\$ 4,893,512	\$ 4,953,417	\$ 6,841,809	\$ 5,754,853	\$ (1,086,956)
REVENUES	10,329,619	10,425,852	11,414,291	11,973,507	559,216
TRANSFERS-IN FROM OTHER FUNDS	20,000	190,134	190,134	196,769	6,635
EXPENDITURES	(6,211,320)	(10,604,591)	(9,476,381)	(11,515,005)	2,038,624
TRANSFERS-OUT TO OTHER FUNDS	(2,190,000)	(150,000)	(3,215,000)	(2,720,000)	(495,000)
ENDING FUND BALANCE	\$ 6,841,811	\$ 4,814,812	\$ 5,754,853	\$ 3,690,124	\$ (2,064,729)
WATER FUND:					
BEGINNING FUND BALANCE	\$ 15,949,480	\$ 14,362,649	\$ 15,226,667	\$ 17,156,563	\$ 1,929,896
REVENUES	5,304,218	5,215,061	5,677,795	5,564,651	(113,144)
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-	-
EXPENDITURES	(6,027,031)	(9,629,190)	(3,658,426)	(8,927,367)	5,268,941
TRANSFERS-OUT TO OTHER FUNDS	-	(89,473)	(89,473)	(104,374)	14,901
ENDING FUND BALANCE	\$ 15,226,667	\$ 9,859,047	\$ 17,156,563	\$ 13,689,473	\$ (3,467,090)
WASTE WATER FUND:					
BEGINNING FUND BALANCE	\$ 7,143,385	\$ 8,145,906	\$ 8,171,688	\$ 9,052,502	\$ 880,814
REVENUES	3,112,966	3,491,530	3,538,230	3,681,800	143,570
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-	-
EXPENDITURES	(2,084,663)	(3,472,371)	(2,592,611)	(3,957,767)	1,365,157
TRANSFERS-OUT TO OTHER FUNDS	-	(64,806)	(64,806)	(56,405)	(8,401)
ENDING FUND BALANCE	\$ 8,171,688	\$ 8,100,259	\$ 9,052,502	\$ 8,720,130	\$ (332,372)
REFUSE FUND:					
BEGINNING FUND BALANCE	\$ 256,059	\$ 262,028	\$ 261,743	\$ 270,203	\$ 8,460
REVENUES	661,491	684,914	696,545	753,500	56,955
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-	-
EXPENDITURES	(635,807)	(661,625)	(668,085)	(716,053)	47,968
TRANSFERS-OUT TO OTHER FUNDS	(20,000)	(20,000)	(20,000)	(20,000)	-
ENDING FUND BALANCE	\$ 261,743	\$ 265,317	\$ 270,203	\$ 287,650	\$ 17,447
STORMWATER FUND:					
BEGINNING FUND BALANCE	\$ -	\$ 83,703	\$ 80,233	\$ 132,538	\$ 52,305
REVENUES	81,530	90,000	91,270	93,000	1,730
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-	-
EXPENDITURES	(1,297)	(89,466)	(38,965)	(86,033)	47,068
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-	-
ENDING FUND BALANCE	\$ 80,233	\$ 84,237	\$ 132,538	\$ 139,505	\$ 6,967
CAPITAL IMPROVEMENTS FUND:					
BEGINNING FUND BALANCE	\$ 6,975,140	\$ 8,159,511	\$ 8,301,332	\$ 10,357,190	\$ 2,055,858
REVENUES	976,159	873,853	968,025	1,534,356	566,331
TRANSFERS-IN FROM OTHER FUNDS	1,890,000	-	3,000,000	2,550,000	(450,000)
EXPENDITURES	(1,539,968)	(2,352,070)	(1,912,167)	(3,017,854)	1,105,687
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-	-
ENDING FUND BALANCE	\$ 8,301,332	\$ 6,681,294	\$ 10,357,190	\$ 11,423,692	\$ 1,066,502
SALES TAX CAPITAL IMPROVEMENT FUND (EAGLE RIVER PARK FUND):					
BEGINNING FUND BALANCE	\$ 1,096,745	\$ 1,436,872	\$ 1,543,519	\$ 1,552,056	\$ 8,537
REVENUES	927,708	859,180	995,306	1,038,920	43,614
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-	-
EXPENDITURES	(480,934)	(1,017,305)	(986,769)	(1,242,488)	255,719
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-	-
ENDING FUND BALANCE	\$ 1,543,519	\$ 1,278,747	\$ 1,552,056	\$ 1,348,488	\$ (203,568)
CONSERVATION TRUST FUND:					
BEGINNING FUND BALANCE	\$ 112,040	\$ 114,320	\$ 118,589	\$ 141,299	\$ 22,710
REVENUES	42,338	36,120	46,710	42,900	(3,810)
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-	-
EXPENDITURES	(35,789)	(25,000)	(24,000)	-	(24,000)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-	-
ENDING FUND BALANCE	\$ 118,589	\$ 125,440	\$ 141,299	\$ 184,199	\$ 42,900

2022 BUDGET - ALL FUNDS SUMMARY

	2021 ACTUAL	2022 BUDGET	2022 REVISED	2023 BUDGET	DIFFERENCE INCREASE/(DECREASE)
OPEN SPACE PRESERVATION FUND:					
BEGINNING FUND BALANCE	\$ 359,736	\$ 625,350	\$ 694,982	\$ 712,387	\$ 17,405
REVENUES	241,996	195,903	257,062	286,850	29,788
TRANSFERS-IN FROM OTHER FUNDS	300,000	150,000	150,000	150,000	-
EXPENDITURES	(206,750)	(457,225)	(373,802)	(503,156)	129,354
TRANSFERS-OUT TO OTHER FUNDS	-	(15,855)	(15,855)	(15,990)	135
ENDING FUND BALANCE	\$ 694,982	\$ 498,173	\$ 712,387	\$ 630,091	\$ (82,296)
DOWNTOWN DEVELOPMENT AUTHORITY FUND:					
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES	-	-	65,000	37,398	(27,602)
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-	-
EXPENDITURES	-	-	(65,000)	(37,398)	(27,602)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
PARKING FEE IN LIEU FUND:					
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES	-	-	-	-	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-	-
EXPENDITURES	-	-	-	-	-
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL - ALL FUNDS:					
BEGINNING FUND BALANCE	\$ 36,786,097	\$ 38,143,756	\$ 41,240,562	\$ 45,129,591	\$ 3,889,029
REVENUES	21,678,024	21,872,413	23,750,234	25,006,882	1,256,648
TRANSFERS-IN FROM OTHER FUNDS	2,210,000	340,134	3,340,134	2,896,769	(443,365)
EXPENDITURES	(17,223,557)	(28,308,843)	(19,796,206)	(30,003,122)	10,206,916
TRANSFERS-OUT TO OTHER FUNDS	(2,210,000)	(340,134)	(3,405,134)	(2,916,769)	(488,365)
ENDING FUND BALANCE	\$ 41,240,563	\$ 31,707,326	\$ 45,129,590	\$ 40,113,351	\$ (5,016,240)

GENERAL FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):						
NON-SPENDABLE: ¹	\$ 204,677	\$ 219,000	\$ 233,066	\$ 219,000	-6%	\$ (14,066)
RESTRICTED FOR: Emergency Reserve	211,500	233,160	237,500	410,242	73%	172,742
RESTRICTED FOR: ARPA Grant Earnings	-	-	132	\$ 832	530%	700
ASSIGNED FOR: Capital Projects	-	-	103,000	103,000	0%	-
UNASSIGNED FUND BALANCE:	4,477,335	4,501,257	6,268,111	5,021,779	-20%	(1,246,332)
TOTAL FUND BALANCES (Beginning)	\$ 4,893,512	\$ 4,953,417	\$ 6,841,809	\$ 5,754,853	-16%	\$ (1,086,956)
REVENUE						
Taxes	8,699,258	8,939,054	9,526,023	9,919,204	4%	393,181
Licenses and Permits	476,482	397,940	518,464	732,356	41%	213,892
Intergovernmental Revenue	745,473	717,433	769,217	773,463	1%	4,246
Charges for Services	184,231	232,000	267,473	234,200	-12%	(33,273)
Fines & Forfeitures	69,158	95,425	101,989	88,914	-13%	(13,075)
Misc. Revenues	155,017	44,000	231,125	225,370	-2%	(5,755)
Transfers from Other Funds						
From Water	-	89,473	89,473	104,374	17%	14,901
From Wastewater	-	64,806	64,806	56,405	-13%	(8,401)
From Refuse	20,000	20,000	20,000	20,000	0%	-
From Capital Improvements	-	-	-	-	-	-
From Open Space	-	15,855	15,855	15,990	1%	135
TOTAL REVENUE	\$ 10,349,619	\$ 10,615,986	\$ 11,604,425	\$ 12,170,276	5%	\$ 565,851
TOTAL SOURCES	\$ 15,243,131	\$ 15,569,403	\$ 18,446,234	\$ 17,925,129	-3%	\$ (521,105)
EXPENDITURES						
Town Council	245,208	240,383	150,681	248,296	65%	97,615
General Government	391,629	659,898	453,123	869,882	92%	416,759
General Administration	655,025	965,020	767,925	938,587	22%	170,662
Information Technology	-	725,913	712,685	847,042	19%	134,357
Community Development	806,266	1,429,105	1,126,587	1,477,634	31%	351,047
Streets	891,610	1,807,948	1,878,102	2,002,522	7%	124,421
Engineering	213,092	341,317	322,717	356,287	10%	33,570
Buildings & Grounds	726,947	1,146,109	963,080	1,238,959	29%	275,879
Public Safety	1,931,118	2,705,097	2,578,605	2,911,838	13%	333,233
Municipal Court	76,614	81,180	81,070	95,457	18%	14,387
Information Center	33,411	47,910	24,759	24,887	1%	128
Marketing & Events	240,400	454,711	417,047	503,613	21%	86,566
TOTAL EXPENDITURES	\$ 6,211,320	\$ 10,604,591	\$ 9,476,381	\$ 11,515,005	22%	\$ 2,038,624
TRANSFERS TO OTHER FUNDS						
Transfer to Open Space Fund	300,000	150,000	150,000	150,000	0%	-
Transfer to DDA Fund	-	-	65,000	20,000	-69%	(45,000)
Transfer to Capital Improvements Fund	1,890,000	-	3,000,000	2,550,000	-15%	(450,000)
TOTAL TRANSFERS TO OTHER FUNDS	\$ 2,190,000	\$ 150,000	\$ 3,215,000	\$ 2,720,000	-15%	\$ (495,000)
TOTAL EXPENDITURES & TRANSFERS	\$ 8,401,320	\$ 10,754,591	\$ 12,691,381	\$ 14,235,005	12%	\$ 1,543,624
NET SOURCE (USE) OF FUNDS	\$ 1,948,299	\$ (138,605)	\$ (1,086,956)	\$ (2,064,729)	90%	\$ (977,773)
FUND BALANCES (Ending):						
NON-SPENDABLE: ¹	\$ 233,066	\$ 219,000	\$ 219,000	\$ 219,000	0%	\$ -
RESTRICTED FOR: Emergency Reserve	237,500	316,698	410,242	486,325	19%	76,082
RESTRICTED FOR: ARPA Grant Earnings	132	-	832	1,332	60%	500
ASSIGNED FOR: Capital Projects: ²	103,000	-	103,000	103,000		
UNASSIGNED FUND BALANCE: ³	6,268,111	4,279,114	5,021,779	2,880,467 ²	-43%	(2,141,311)
TOTAL FUND BALANCES (Ending)	\$ 6,841,809	\$ 4,814,812	\$ 5,754,853	\$ 3,690,124	-36%	\$ (2,064,729)

¹ Non-Spendable: Prepaid Expenditures and EHOP (Long-term notes and funds held with fiscal agent for the Town's Employee Home Ownership Program)

² This Assigned Fund Balance is from the Eagle County School District settlement funds received in 2021. Council Assigned the funds towards a Mountain Rec Project

³ It is the Town's practice to have the unassigned fund balance for the General Fund to total approximately 25% of total expenditures not including transfers to other funds.

The 2023 budget's unassigned fund balance is currently at 25.01% of operating expenditures.

Note:

The Town received \$1,755,930 in ARPA funds between 2021 and 2022. Town Council will prioritize future projects for utilization of the funds which will be recognized as revenue in the same year as the expenditure. It is currently recorded as a unearned revenue on the Town's balance sheet.

**GENERAL FUND
REVENUE SOURCES**

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
TAXES						
10-431-10 General Property Tax	\$ 350,840	\$ 385,512	\$ 385,512	\$ 381,304	-1%	\$ (4,208)
10-431-20 Specific Ownership Tax	19,702	20,000	20,000	21,000	5%	1,000
10-431-30 Sales Tax - Regular	6,951,432	7,197,242	7,736,000	8,120,000	5%	384,000
10-431-31 Sales Tax - Special Marijuana/Tobacco	895,495	920,000	882,000	882,000	0%	-
10-431-44 Severance Tax	21	350	234	300	28%	66
10-431-45 Federal Mineral Tax	161	250	277	250	-10%	(27)
10-431-50 Franchise Tax	250,928	220,000	257,000	262,000	2%	5,000
10-431-60 Marketing Lodging Tax	230,678	195,700	245,000	252,350	3%	7,350
TOTAL TAXES	\$ 8,699,258	\$ 8,939,054	\$ 9,526,023	\$ 9,919,204	4%	\$ 393,181
LICENSES & PERMITS						
10-432-10 Business Licenses	\$ 34,055	\$ 44,000	\$ 59,000	\$ 55,450	-6%	\$ (3,550)
10-432-12 Liquor Licenses	3,608	4,800	6,854	4,856	-29%	(1,998)
10-432-13 Marijuana & Tobacco Licenses	6,750	6,000	8,000	7,000	-13%	(1,000)
10-432-15 Marketing Fee	7,980	5,240	-	-	-	-
10-432-20 Building Permits	371,518	300,000	407,000	623,000	53%	216,000
10-432-27 Electrical Permits	43,936	30,000	30,000	35,500	18%	5,500
10-432-30 Road Cut Permits	7,860	7,000	5,660	5,000	-12%	(660)
10-432-35 Sign Permits	550	650	650	550	-15%	(100)
10-432-40 Special Event Permits	225	250	1,300	1,000	-23%	(300)
TOTAL LICENSES & PERMITS	\$ 476,482	\$ 397,940	\$ 518,464	\$ 732,356	41%	\$ 213,892
INTERGOVERNMENTAL REVENUE						
10-433-20 Motor Vehicle License Fee	\$ 34,047	\$ 31,000	\$ 38,500	\$ 39,800	3%	\$ 1,300
10-433-30 Highway Users Tax	275,689	258,459	258,170	258,627	0%	457
10-433-60 Road & Bridge Tax	101,987	100,000	113,000	113,000	0%	-
10-433-70 County Sales Tax	232,041	231,000	263,000	278,700	6%	15,700
10-433-75 Grants	101,708	45,000	62,884	15,000	-76%	(47,884)
10-433-85 Intergovernmental Contributions	-	51,974	33,663	68,336	103%	34,673
TOTAL INTERGOVERNMENTAL REVENUES	\$ 745,473	\$ 717,433	\$ 769,217	\$ 773,463	1%	\$ 4,246
CHARGES FOR SERVICES						
10-434-10 Planning & Zoning Fees	\$ 15,830	\$ 23,000	\$ 32,000	\$ 16,000	-50%	\$ (16,000)
10-434-20 Planning & Zoning Reimbursable	97,994	159,000	159,000	140,000	-12%	(19,000)
10-434-25 Facility Usage Fees	50,472	40,000	60,000	63,000	5%	3,000
10-434-26 Facility Usage Deposits	3,660	-	1,603	-	-100%	(1,603)
10-434-30 Sponsorship & Event Fees	6,290	10,000	14,870	15,200	2%	330
10-434-32 Broadband Service Charges	9,985	-	-	-	-	-
TOTAL CHARGES FOR SERVICES	\$ 184,231	\$ 232,000	\$ 267,473	\$ 234,200	-12%	\$ (33,273)
FINES & FORFEITURES						
10-435-10 Fines & Forfeits	\$ 35,455	\$ 40,000	\$ 33,000	\$ 35,000	6%	\$ 2,000
10-435-15 Police Surcharge	7,018	5,000	7,000	6,500	-7%	(500)
10-435-20 Police Miscellaneous	6,760	3,500	7,000	5,000	-29%	(2,000)
10-435-25 Police Grants	10,767	7,925	24,989	12,414	-50%	(12,575)
10-435-30 Special Duty Reimbursable	9,157	39,000	30,000	30,000	0%	-
TOTAL FINES & FORFEITS	\$ 69,158	\$ 95,425	\$ 101,989	\$ 88,914	-13%	\$ (13,075)

**GENERAL FUND
REVENUE SOURCES**

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
MISCELLANEOUS REVENUE						
10-436-10 General Interest	\$ 3,564	\$ 9,000	\$ 130,000	\$ 140,000	8%	\$ 10,000
10-436-11 ARPA Interest	132	-	23,500	49,000	109%	25,500
10-436-17 Penalty & Interest	2,105	-	700	500	-29%	(200)
10-436-50 Rental Income	19,229	20,000	20,000	20,870	4%	870
10-436-70 Other Miscellaneous Revenue	118,172	15,000	15,000	15,000	0%	-
10-436-72 Sale of Fixed Assets	-	-	14,000	-	-100%	(14,000)
10-436-78 Insurance Proceeds	9,652	-	27,337	-	-100%	(27,337)
10-436-80 Reimbursable Revenue - Other	1,486	-	-	-	-	-
10-436-94 Impact Fees Administration Fees	676	-	588	-	-100%	(588)
TOTAL MISCELLANEOUS REVENUE	\$ 155,017	\$ 44,000	\$ 231,125	\$ 225,370	-2%	\$ (5,755)
TRANSFERS FROM OTHER FUNDS						
10-437-20 Water - Computer Support	\$ -	\$ 89,473	\$ 89,473	\$ 104,374	17%	\$ 14,901
10-437-30 Wastewater - Computer Support	-	64,806	64,806	56,405	-13%	(8,401)
10-437-40 General Admin. Refuse	20,000	20,000	20,000	20,000	0%	-
10-437-80 Open Space - Computer Support	-	15,855	15,855	15,990	1%	135
TOTAL TRANSFERS FROM OTHER FUNDS	\$ 20,000	\$ 190,134	\$ 190,134	\$ 196,769	3%	\$ 6,635
TOTAL GENERAL FUND REVENUES	\$ 10,349,619	\$ 10,615,986	\$ 11,604,425	\$ 12,170,276	5%	\$ 565,851

GENERAL FUND EXPENDITURES

FUND: GENERAL
DEPT: TOWN COUNCIL

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 43,672	\$ 49,315	\$ 49,315	\$ 49,315	0%	\$ -
SUPPLIES	167	-	-	300	-	300
CHARGES FOR SERVICES	25,809	16,250	7,676	16,350	113%	8,674
DISCRETIONARY FUNDING	174,836	174,000	92,889	181,500	95%	88,611
FIXED CHARGES	724	818	801	831	4%	30
TOTAL EXPENDITURES	\$ 245,208	\$ 240,383	\$ 150,681	\$ 248,296	65%	\$ 97,615

FUND: GENERAL
DEPT: GENERAL GOVERNMENT

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 205,076	\$ 286,415	\$ 195,934	\$ 605,267	209%	\$ 409,333
SUPPLIES	5,339	800	11,000	500	-95%	(10,500)
CHARGES FOR SERVICES	159,782	351,101	225,689	241,615	7%	15,926
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	21,432	21,582	20,500	22,500	10%	2,000
TOTAL EXPENDITURES	\$ 391,629	\$ 659,898	\$ 453,123	\$ 869,882	92%	\$ 416,759

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 431,093	\$ 653,160	\$ 513,707	\$ 649,888	27%	\$ 136,181
SUPPLIES	13,598	10,863	11,595	8,955	-23%	(2,640)
CHARGES FOR SERVICES	199,337	285,419	227,123	262,694	16%	35,571
FIXED CHARGES	10,997	15,578	15,500	17,050	10%	1,550
CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 655,025	\$ 965,020	\$ 767,925	\$ 938,587	22%	\$ 170,662

FUND: GENERAL
DEPT: INFORMATION TECHNOLOGY

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	\$ CHANGE FROM PY
PERSONNEL SERVICES	\$ -	\$ 108,820	\$ 107,481	\$ 197,404	84%	\$ 89,923
SUPPLIES	-	83,000	83,000	87,500	5%	4,500
CHARGES FOR SERVICES	-	534,093	521,093	560,416	8%	39,323
FIXED CHARGES	-	-	1,111	1,722	55%	611
TOTAL EXPENDITURES	\$ -	\$ 725,913	\$ 712,685	\$ 847,042	19%	\$ 134,357

FUND:GENERAL
DEPT: COMMUNITY DEVELOPMENT

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICE	\$ 558,936	\$ 928,761	\$ 687,239	\$ 1,073,021	56%	\$ 385,782
SUPPLIES	7,772	6,800	6,300	5,250	-17%	(1,050)
CHARGES FOR SERVICES	237,094	490,760	430,940	397,095	-8%	(33,845)
FIXED CHARGES	2,464	2,784	2,108	2,268	8%	160
CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 806,266	\$ 1,429,105	\$ 1,126,587	\$ 1,477,634	31%	\$ 351,047

FUND: GENERAL
DEPT: STREETS

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 482,141	\$ 641,569	\$ 524,525	\$ 729,842	39%	\$ 205,317
SUPPLIES	130,054	165,870	175,160	157,620	-10%	(17,540)
CHARGES FOR SERVICES	257,894	983,970	1,161,878	1,097,199	-6%	(64,679)
FIXED CHARGES	21,521	16,539	16,539	17,862	8%	1,323
CAPITAL OUTLAY	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 891,610	\$ 1,807,948	\$ 1,878,102	\$ 2,002,522	7%	\$ 124,421

FUND:GENERAL
DEPT: ENGINEERING

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICE	\$ 193,686	\$ 307,456	\$ 288,476	\$ 324,893	13%	\$ 36,417
SUPPLIES	5,758	12,200	12,050	7,450	-38%	(4,600)
CHARGES FOR SERVICES	11,647	19,400	20,000	20,000	0%	-
FIXED CHARGES	2,001	2,261	2,191	3,944	80%	1,753
TOTAL EXPENDITURES	\$ 213,092	\$ 341,317	\$ 322,717	\$ 356,287	10%	\$ 33,570

FUND: GENERAL
DEPT: BUILDING & GROUNDS

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 377,644	\$ 606,352	\$ 519,263	\$ 626,962	21%	\$ 107,699
SUPPLIES	91,942	123,072	119,022	152,972	29%	33,950
CHARGES FOR SERVICES	199,501	365,211	270,821	405,492	50%	134,671
FIXED CHARGES	45,552	51,474	51,474	53,533	4%	2,059
CAPITAL OUTLAY	12,308	-	2,500	-	-100%	(2,500)
TOTAL EXPENDITURES	\$ 726,947	\$ 1,146,109	\$ 963,080	\$ 1,238,959	29%	\$ 275,879

FUND:GENERAL
DEPT:PUBLIC SAFETY

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICE	\$ 1,433,697	\$ 2,158,703	\$ 1,982,647	\$ 2,246,078	13%	\$ 263,431
SUPPLIES	85,320	102,051	133,631	180,258	35%	46,627
CHARGES FOR SERVICES	372,132	399,143	417,127	447,045	7%	29,918
FIXED CHARGES	39,968	45,200	45,200	38,457	-15%	(6,743)
TOTAL EXPENDITURES	\$ 1,931,118	\$ 2,705,097	\$ 2,578,605	\$ 2,911,838	13%	\$ 333,233

FUND:GENERAL
DEPT: MUNICIPAL COURT

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICE	\$ 38,622	\$ 43,915	\$ 43,877	\$ 57,596	31%	\$ 13,719
SUPPLIES	366	1,200	1,200	1,350	13%	150
CHARGES FOR SERVICES	37,476	35,893	35,893	36,403	1%	510
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	151	172	100	108	8%	8
TOTAL EXPENDITURES	\$ 76,614	\$ 81,180	\$ 81,070	\$ 95,457	18%	\$ 14,387

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 28,474	\$ 37,594	\$ 22,509	\$ 24,033	7%	\$ 1,524
SUPPLIES	-	9,450	2,200	800	-64%	(1,400)
CHARGES FOR SERVICES	4,835	750	-	-	-	-
FIXED CHARGES	103	116	50	54	8%	4
TOTAL EXPENDITURES	\$ 33,411	\$ 47,910	\$ 24,759	\$ 24,887	1%	\$ 128

FUND: GENERAL
DEPT: MARKETING & EVENTS

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 153,604	\$ 202,314	\$ 190,750	\$ 257,680	35%	\$ 66,930
SUPPLIES	1,659	9,950	7,350	6,675	-9%	(675)
CHARGES FOR SERVICES	83,635	240,750	217,250	237,475	9%	20,225
FIXED CHARGES	1,502	1,697	1,697	1,783	0%	86
TOTAL EXPENDITURES	\$ 240,400	\$ 454,711	\$ 417,047	\$ 503,613	21%	\$ 86,566

PROPRIETARY FUNDS

WATER FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
DEBT SERVICE ¹	\$ 649,478	\$ 768,226	\$ 677,792	\$ 839,107	24%	\$ 161,315
ASSIGNED FUND BALANCE	15,300,002	13,594,423	14,548,875	16,317,456	12%	1,768,581
TOTAL FUND BALANCES (Beginning)	\$ 15,949,480	\$ 14,362,649	\$ 15,226,667	\$ 17,156,563	13%	\$ 1,929,896
REVENUE						
Operating Revenues	\$ 4,452,821	\$ 4,471,561	\$ 4,443,295	\$ 4,486,651	1%	\$ 43,356
Interest on Investments	5,167	6,500	198,000	336,000	70%	138,000
Other Revenue	106,606	87,000	101,500	92,000	-9%	(9,500)
Plant Investment Fees (Tap Fees)	738,960	650,000	935,000	650,000	-30%	(285,000)
Water Miscellaneous Revenue	664	-	-	-	-	-
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	\$ 5,304,218	\$ 5,215,061	\$ 5,677,795	\$ 5,564,651	-2%	\$ (113,144)
TOTAL SOURCES	\$ 21,253,697	\$ 19,577,710	\$ 20,904,462	\$ 22,721,214	9%	\$ 1,816,752
EXPENDITURES						
Operating Expenditures	\$ 1,444,890	\$ 2,188,512	\$ 2,091,893	\$ 2,485,632	19%	\$ 393,739
Capital Expenditures	3,315,864	6,176,145	302,000	5,177,852	1615%	4,875,852
Debt Service	1,266,276	1,264,533	1,264,533	1,263,883	0%	(650)
Transfers-Out	-	89,473	89,473	104,374	17%	14,901
TOTAL EXPENDITURES	\$ 6,027,031	\$ 9,718,663	\$ 3,747,899	\$ 9,031,741	141%	\$ 5,283,842
NET SOURCE (USE) OF FUNDS	\$ (722,813)	\$ (4,503,602)	\$ 1,929,896	\$ (3,467,090)	-280%	\$ (5,396,986)
FUND BALANCES (Ending):						
RESTRICTED FOR:						
DEBT SERVICE ¹	\$ 677,791.59	\$ 863,261	\$ 839,107	\$ 937,379	12%	\$ 98,272
ASSIGNED FUND BALANCE	14,548,875	8,995,786	16,317,456	12,752,094	-22%	(3,565,362)
TOTAL FUND BALANCE (Ending)	\$ 15,226,667	\$ 9,859,047	\$ 17,156,563	\$ 13,689,473	-20%	\$ (3,467,090)

¹ Per the 2018 loan agreement the Town shall maintain an operations and maintenance reserve in an amount equal to three months operations and maintenance expenses (not to exceed \$1,250,000)

DETAIL OF REVENUES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
52-434-70 Debt Service Surcharge	\$ 468,440	\$ 461,900	\$ 475,660	\$ 478,800	1%	\$ 3,140
52-434-80 Water Sales - In Town	3,460,360	3,488,026	3,446,000	3,481,000	1%	35,000
52-434-83 Water Sales - Out Of Town	524,021	521,635	521,635	526,851	1%	5,216
52-434-85 Water Materials/Other	87,930	75,000	84,000	80,000	-5%	(4,000)
52-434-90 Plant Investment Fees (Tap Fees)	738,960	650,000	935,000	650,000	-30%	(285,000)
52-436-50 Water Interest	4,673	6,000	184,000	308,000	67%	124,000
52-436-60 Water Rights Interest	493	500	14,000	28,000	100%	14,000
52-436-75 Service Charge	16,880	12,000	17,500	12,000	-31%	(5,500)
52-436-80 Reimbursable Income	1,796	-	-	-	-	-
52-436-95 Water Miscellaneous Revenue	664	-	-	-	-	-
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	\$ 5,304,218	\$ 5,215,061	\$ 5,677,795	\$ 5,564,651	-2%	\$ (113,144)

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 720,952	\$ 994,490	\$ 882,707	\$ 1,206,238	37%	\$ 323,531
SUPPLIES	246,121	321,683	260,835	310,617	19%	49,782
CHARGES FOR SERVICES	431,956	770,516	823,644	838,094	2%	14,450
FIXED CHARGES	45,861	51,823	74,707	80,684	8%	5,977
CAPITAL EXPENDITURES	3,315,864	6,176,145	302,000	5,177,852	1615%	4,875,852
DEBT SERVICE	1,266,276	1,264,533	1,264,533	1,263,883	0%	(650)
CONTINGENCY	-	50,000	50,000	50,000	0%	-
TRANSFER TO OTHER FUNDS	-	89,473	89,473	104,374	17%	14,901
TOTAL EXPENDITURES	\$ 6,027,031	\$ 9,718,663	\$ 3,747,899	\$ 9,031,741	141%	\$ 5,283,842

UTILITY (WASTE WATER) FUND SUMMARY	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
RATE STABILIZATION ACCOUNT ¹	\$ 310,899	\$ 382,548	\$ 283,647	\$ 413,859	46%	\$ 130,212
ASSIGNED FUND BALANCE	\$ 6,832,486	\$ 7,763,358	\$ 7,888,041	\$ 8,638,643	10%	\$ 750,602
TOTAL FUND BALANCES (Beginning)	\$ 7,143,385	\$ 8,145,906	\$ 8,171,688	\$ 9,052,502	11%	\$ 880,814
REVENUE						
Operating Revenues	\$ 2,768,929	\$ 2,936,530	\$ 2,885,230	\$ 2,971,800	3%	\$ 86,570
Interest on Investments	3,038	5,000	88,000	160,000	82%	72,000
Plant Investment Fees (Tap Fees)	341,000	550,000	565,000	550,000	-3%	(15,000)
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	\$ 3,112,966	\$ 3,491,530	\$ 3,538,230	\$ 3,681,800	4%	\$ 143,570
TOTAL SOURCES	\$ 10,256,351	\$ 11,637,436	\$ 11,709,918	\$12,734,302	9%	\$ 1,024,384
EXPENDITURES						
Operating Expenditures	\$ 1,134,590	\$ 1,633,055	\$ 1,590,631	\$ 1,784,330	12%	\$ 193,700
Capital Expenditures	9,787	868,136	30,800	1,201,168	3800%	1,170,368
Debt Service	940,286	971,180	971,180	972,269	0%	1,089
Transfers-Out	-	64,806	64,806	56,405	-13%	(8,401)
TOTAL EXPENDITURES	\$ 2,084,663	\$ 3,537,177	\$ 2,657,417	\$ 4,014,172	51%	\$ 1,356,756
NET SOURCE (USE) OF FUNDS	\$ 1,028,303	\$ (45,647)	\$ 880,814	\$ (332,372)	-138%	\$ (1,213,186)
FUND BALANCES (Ending):						
RESTRICTED FOR:						
RATE STABILIZATION ACCOUNT ¹	\$ 283,647	\$ 424,465	\$ 413,859	\$ 460,184	11%	\$ 46,325
ASSIGNED FUND BALANCE	7,888,041	7,675,794	8,638,643	8,259,946	-4%	(378,697)
FUND BALANCE (Ending)	\$ 8,171,688	\$ 8,100,259	\$ 9,052,502	\$ 8,720,130	-4%	\$ (332,372)

¹ Per the 2007 loan the Town shall maintain an operations and maintenance reserve in an amount equal to three months of operation and maintenance expenses excluding depreciation of the system

DETAIL OF REVENUES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
51-434-70 Service Fees	\$ 2,768,846	\$ 2,936,530	\$ 2,885,230	\$ 2,971,800	3%	\$ 86,570
51-436-50 Interest Income	3,038	5,000	88,000	160,000	82%	72,000
51-434-90 Plant Investment Fees (Tap Fees)	341,000	550,000	565,000	550,000	-3%	(15,000)
51-436-69 Miscellaneous	83	-	-	-	-	-
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	\$ 3,112,966	\$ 3,491,530	\$ 3,538,230	\$ 3,681,800	4%	\$ 143,570

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 502,267	\$ 712,989	\$ 635,239	\$ 726,823	14%	\$ 91,585
SUPPLIES	78,448	134,087	143,540	150,540	5%	7,000
CHARGES FOR SERVICES	519,708	697,152	726,852	819,167	13%	92,315
FIXED CHARGES	34,167	38,827	35,000	37,800	8%	2,800
CAPITAL OUTLAY	9,787	868,136	30,800	1,201,168	3800%	1,170,368
DEBT SERVICE	940,286	971,180	971,180	972,269	0%	1,089
CONTINGENCY	-	50,000	50,000	50,000	0%	-
TRANSFER TO OTHER FUNDS	-	64,806	64,806	56,405	-13%	(8,401)
TOTAL EXPENDITURES	\$ 2,084,663	\$ 3,537,177	\$ 2,657,417	\$ 4,014,172	51%	\$ 1,356,756

REFUSE FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):						
ASSIGNED FUND BALANCE	\$ 256,059	\$ 262,028	\$ 261,743	\$ 270,203	3%	\$ 8,460
TOTAL FUND BALANCES (Beginning)	\$ 256,059	\$ 262,028	\$ 261,743	\$ 270,203	3%	\$ 8,460
REVENUE						
Operating Revenues	\$ 661,387	\$ 684,794	\$ 692,900	\$ 746,000	8%	\$ 53,100
Non-Operating Revenues	104	120	3,645	7,500	106%	3,855
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	\$ 661,491	\$ 684,914	\$ 696,545	\$ 753,500	8%	\$ 56,955
TOTAL SOURCES	\$ 917,550	\$ 946,942	\$ 958,288	\$ 1,023,703	7%	\$ 65,415
EXPENDITURES						
Operating Expenditures	\$ 635,807	\$ 661,625	\$ 668,085	\$ 716,053	7%	\$ 47,968
Capital Expenditures	-	-	-	-	-	-
Transfers-Out	20,000	20,000	20,000	20,000	0%	-
TOTAL EXPENDITURES	\$ 655,807	\$ 681,625	\$ 688,085	\$ 736,053	7%	\$ 47,968
NET SOURCE (USE) OF FUNDS	\$ 5,684	\$ 3,289	\$ 8,460	\$ 17,447	106%	\$ 8,987
FUND BALANCES (Ending):						
ASSIGNED FUND BALANCE	\$ 261,743	\$ 265,317	\$ 270,203	\$ 287,650	6%	\$ 17,447
TOTAL FUND BALANCE (Ending)	\$ 261,743	\$ 265,317	\$ 270,203	\$ 287,650	6%	\$ 17,447

DETAIL OF REVENUES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
OPERATING REVENUES						
53-434-40 SERVICE FEES	\$ 594,401	\$ 618,244	\$ 624,000	\$ 675,000	8%	\$ 51,000
53-434-50 YARDWASTE/RECYCLE CENTER FEE	41,212	41,050	41,400	41,500	0%	100
53-434-60 ADMINISTRATIVE FEE	25,773	25,500	27,500	29,500	7%	2,000
OPERATING REVENUES	\$ 661,387	\$ 684,794	\$ 692,900	\$ 746,000	8%	\$ 53,100
NON-OPERATING REVENUES						
53-436-50 INTEREST INCOME	\$ 104	\$ 120	\$ 3,645	\$ 7,500	106%	\$ 3,855
53-436-70 MISCELLANEOUS REVENUE	-	-	-	-	-	-
NON-OPERATING REVENUES	\$ 104	\$ 120	\$ 3,645	\$ 7,500	106%	\$ 3,855
TRANSFERS						
53-437-30 TRANSFER FROM GENERAL FUND	\$ -	\$ -	\$ -	\$ -	0%	\$ -
TOTAL TRANSFERS	\$ -	\$ -	\$ -	\$ -	0%	\$ -
TOTAL REVENUES	\$ 661,491	\$ 684,914	\$ 696,545	\$ 753,500	8%	\$ 56,955

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 8,767	\$ 10,817	\$ 10,875	\$ 11,961	10%	\$ 1,086
SUPPLIES	48	750	725	725	0%	-
CHARGES FOR SERVICES	626,777	649,815	655,300	702,092	7%	46,792
FIXED CHARGES	215	243	1,185	1,275	8%	90
CAPITAL EXPENDITURES	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS	20,000	20,000	20,000	20,000	0%	-
TOTAL EXPENDITURES	\$ 655,807	\$ 681,625	\$ 688,085	\$ 736,053	7%	\$ 47,968

STORMWATER FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):						
ASSIGNED FUND BALANCE	\$ -	\$ 83,703	\$ 80,233	\$ 132,538	65%	\$ 52,305
TOTAL FUND BALANCES (Beginning)	<u>\$ -</u>	<u>\$ 83,703</u>	<u>\$ 80,233</u>	<u>\$ 132,538</u>	65%	<u>\$ 52,305</u>
REVENUE						
Operating Revenues	\$ 81,530	\$ 90,000	\$ 90,000	\$ 90,000	0%	\$ -
Non-Operating Revenues	-	-	1,270	3,000	136%	1,730
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	<u>\$ 81,530</u>	<u>\$ 90,000</u>	<u>\$ 91,270</u>	<u>\$ 93,000</u>	2%	<u>\$ 1,730</u>
TOTAL SOURCES	<u>\$ 81,530</u>	<u>\$ 173,703</u>	<u>\$ 171,503</u>	<u>\$ 225,538</u>	32%	<u>\$ 54,035</u>
EXPENDITURES						
Operating Expenditures	\$ 1,297	\$ 89,466	\$ 38,965	\$ 86,033	121%	\$ 47,068
Capital Expenditures	-	-	-	-	-	-
Transfers-Out	-	-	-	-	-	-
TOTAL EXPENDITURES	<u>\$ 1,297</u>	<u>\$ 89,466</u>	<u>\$ 38,965</u>	<u>\$ 86,033</u>	121%	<u>\$ 47,068</u>
NET SOURCE (USE) OF FUNDS	<u>\$ 80,233</u>	<u>\$ 534</u>	<u>\$ 52,305</u>	<u>\$ 6,967</u>	-87%	<u>\$ (45,338)</u>
FUND BALANCES (Ending):						
ASSIGNED FUND BALANCE	\$ 80,233	\$ 84,237	\$ 132,538	\$ 139,505	5%	\$ 6,967
TOTAL FUND BALANCE (Ending)	<u>\$ 80,233</u>	<u>\$ 84,237</u>	<u>\$ 132,538</u>	<u>\$ 139,505</u>	5%	<u>\$ 6,967</u>

DETAIL OF REVENUES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
OPERATING REVENUES						
55-434-40 Service Fees	\$ 81,530	\$ 90,000	\$ 90,000	\$ 90,000	0%	\$ -
OPERATING REVENUES	\$ 81,530	\$ 90,000	\$ 90,000	\$ 90,000	0%	\$ -
NON-OPERATING REVENUES						
55-436-10 Interest Income	\$ -	\$ -	\$ 1,270	\$ 3,000	136%	\$ 1,730
55-436-70 Miscellaneous Revenues	-	-	-	-	-	-
NON-OPERATING REVENUES	\$ -	\$ -	\$ 1,270	\$ 3,000	136%	\$ 1,730
TRANSFERS						
55-437-10 Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	-	\$ -
TOTAL TRANSFERS	\$ -	\$ -	\$ -	\$ -	-	\$ -
TOTAL REVENUES	\$ 81,530	\$ 90,000	\$ 91,270	\$ 93,000	2%	\$ 1,730

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
PERSONNEL SERVICES	\$ -	\$ -	\$ -	\$ -	-	\$ -
SUPPLIES	-	-	-	-	-	\$ -
CHARGES FOR SERVICES	1,297	89,466	38,965	86,033	121%	47,068
CAPITAL EXPENDITURES	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 1,297	\$ 89,466	\$ 38,965	\$ 86,033	121%	\$ 47,068

CAPITAL IMPROVEMENTS FUND

CAPITAL IMPROVEMENTS FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
COMMUNITY ENHANCEMENT	\$ 269,124	\$ 317,374	\$ 317,335	\$ 370,955	17%	\$ 53,620
TRANSPORTATION EXPENDITURES	1,667,801	1,670,801	1,668,606	1,691,106	1%	22,500
ASSIGNED FOR:						
GRAND AVENUE	2,780,000	4,350,806	3,750,371	4,750,371	27%	1,000,000
OTHER CAPITAL PROJECTS	2,258,215	1,820,530	2,565,021	3,544,759	38%	979,738
TOTAL FUND BALANCES (Beginning)	\$ 6,975,140	\$ 8,159,511	\$ 8,301,332	\$10,357,190	25%	\$ 2,055,858
REVENUE						
31-430-45 Capital Improvement Interest	\$ 2,504	\$ 3,949	\$ 90,000	\$ 120,000	33%	\$ 30,000
31-430-46 Community Enhancement Interest	84	222	4,180	7,200	72%	3,020
31-430-47 Devolution & Transportation Interest	805	1,170	22,500	33,600	49%	11,100
31-430-50 Community Enhancement 1	48,126	49,440	49,440	50,429	2%	989
31-430-74 Developer Contribution to Grand Ave.	180,807	340,000	-	-	-	-
31-430-84 Public Safety Impact Fees	905	82,304	63,957	11,840	-81%	(52,117)
31-430-85 Street Impact Fees	36,087	7,632	32,948	46,287	40%	13,339
31-430-86 Use Tax	575,591	389,136	705,000	1,265,000	79%	560,000
31-430-87 Grants	131,250	-	-	-	-	-
31-437-10 Transfer from General Fund	1,890,000	-	3,000,000	2,550,000	-15%	(450,000)
TOTAL REVENUE	\$ 2,866,159	\$ 873,853	\$ 3,968,025	\$ 4,084,356	3%	\$ 116,331
TOTAL SOURCES	\$ 9,841,299	\$ 9,033,364	\$ 12,269,357	\$14,441,546	18%	\$ 2,172,189
EXPENDITURES						
Capital Expenditures	\$ 1,539,968	\$ 2,352,070	\$ 1,912,167	\$ 3,017,854	58%	\$ 1,105,687
Transfers to Other Funds	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 1,539,968	\$ 2,352,070	\$ 1,912,167	\$ 3,017,854	58%	\$ 1,105,687
NET SOURCE (USE) OF FUNDS	\$ 1,326,192	\$ (1,478,217)	\$ 2,055,858	\$ 1,066,502	-48%	\$ (989,356)
FUND BALANCES (Ending):						
RESTRICTED FOR:						
COMMUNITY ENHANCEMENT	\$ 317,335	\$ 367,036	\$ 370,955	\$ 428,584	16%	\$ 57,629
TRANSPORTATION EXPENDITURES	1,668,606	1,671,971	1,691,106	1,724,706	2%	33,600
ASSIGNED FOR: CAPITAL PROJECTS:						
GRAND AVENUE	3,750,371	4,290,806	4,750,371	6,722,371	42%	1,972,000
OTHER CAPITAL PROJECTS	2,565,021	351,481	3,544,759	2,548,032	-28%	(996,727)
TOTAL FUND BALANCES (Ending):	\$ 8,301,332	\$ 6,681,294	\$ 10,357,190	\$11,423,692	10%	\$ 1,066,502

1 Per Holy Cross 2010 Franchise agreement

DETAIL CAPITAL EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
BLDGS, PARKS & OPEN SPACE						
31-51-724 Pool and Ice Capital Improvements Funding	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	0%	\$ -
31-51-726 Old Town Hall Improvements	-	-	-	-	-	-
31-51-727 Bus Shelters	-	-	-	-	-	-
31-51-728 Castle Peak Senior Center	-	-	-	-	-	-
31-51-729 Pool and Ice Facility Expansion	-	-	-	-	-	-
31-51-730 Town Hall Improvements	70,320	503,000	272,500	588,467	116%	315,967
31-51-745 Town Parks Improvements	10,611	20,000	20,000	-	-100%	(20,000)
31-51-750 Town Shop Improvements	-	107,700	7,700	-	-100%	(7,700)
31-51-751 IT Improvements	-	-	-	402,507	-	402,507
31-51-752 Public Art	-	25,000	200,000	425,000	113%	225,000
31-51-760 Skate Park	-	-	-	-	-	-
31-51-765 Eagle Valley Trail Funding	-	-	-	-	-	-
TOTAL BLDGS, PARKS & OPEN SPACE	\$ 130,931	\$ 705,700	\$ 550,200	\$ 1,465,974	166%	\$ 915,774
STREETS & RIGHTS-OF-WAY						
31-52-712 R-O-W Improvements	\$ -	\$ 138,600	\$ 31,500	\$ 30,000	-5%	\$ (1,500)
31-52-714 Allen Tract Survey	-	-	-	-	-	-
31-52-716 CBD Parking/Streetscape Improvements	-	-	-	-	-	-
31-52-724 Storm Drain Improvements	-	-	-	-	-	-
31-52-719 Monument Reader Board	-	-	-	-	-	-
31-52-723 Grand Avenue Planning	-	-	-	-	-	-
31-52-726 CDOT ROW at Gateway Beautification	-	200,000	-	-	-	-
31-52-729 Path Improvements	-	-	-	-	-	-
31-52-733 Eby Creek Road ROW Acquisitions	-	-	-	-	-	-
31-52-734 Eby Creek Road Construction	-	-	-	-	-	-
31-52-736 Eby Creek Road Final Design	-	-	-	-	-	-
31-52-737 Traffic Control Improvements	-	89,250	89,250	350,000	292%	260,750
31-52-740 Street Lights	-	-	-	88,200	-	88,200
31-52-780 Grand Avenue Improvements	419,629	400,000	322,000	578,000	80%	256,000
TOTAL STREETS & RIGHTS-OF-WAY	\$ 419,629	\$ 827,850	\$ 442,750	\$ 1,046,200	136%	\$ 603,450
EQUIPMENT						
31-54-715 Street Sweeper	\$ -	\$ 309,000	\$ 309,000	\$ -	-100%	\$ (309,000)
31-54-728 Snow Removal Equipment	-	-	100,000	63,654	-36%	(36,346)
31-54-730 Multipurpose Truck	349,157	103,000	-	190,000	-	190,000
31-54-735 Airport Kiosk	-	-	-	-	-	-
31-54-736 Flail Mower	-	-	-	-	-	-
31-54-729 Project THOR	516,867	50,000	167,697	-	-100%	(167,697)
31-54-740 4x4 Pickups	-	-	-	-	-	-
31-54-745 Crackseal Melter	-	-	-	-	-	-
31-54-750 Cinder Spreader	-	-	-	-	-	-
31-54-755 Shouldering Machine	-	-	-	-	-	-
31-54-764 Tents	-	-	-	-	-	-
31-54-765 Trailer	-	-	-	-	-	-
31-54-780 Mower	-	41,200	41,200	-	-100%	(41,200)
31-54-785 Skidsteer	-	-	-	-	-	-
31-54-795 Loader	-	-	-	-	-	-
31-54-797 Hook Truck	-	-	-	-	-	-
31-55-715 Police Equipment	-	25,259	11,259	36,794	227%	25,535
31-55-724 Patrol Vehicles	123,382	290,061	290,061	215,232	-26%	(74,829)
TOTAL EQUIPMENT	\$ 989,407	\$ 818,520	\$ 919,217	\$ 505,680	-45%	\$ (413,537)
CONTINGENCY						
31-51-900 CONTINGENCY	\$ -	\$ -	\$ -	\$ -	-	\$ -
TRANSFERS						
31-51-920 Transfer to General Fund	\$ -	\$ -	\$ -	\$ -	-	\$ -
31-51-940 Transfer to Sales Tax CIF	\$ -	\$ -	\$ -	\$ -	-	\$ -
31-51-950 Transfer to Broadband	\$ -	\$ -	\$ -	\$ -	-	\$ -
TOTAL TRANSFERS	\$ -	\$ -	\$ -	\$ -	-	\$ -
TOTAL EXPENDITURES	\$ 1,539,968	\$ 2,352,070	\$ 1,912,167	\$ 3,017,854	58%	\$ 1,105,687

SALES TAX CAPITAL IMPROVEMENTS FUND

SALES TAX CAPITAL IMPROVEMENT FUND (EAGLE RIVER PARK FUND) SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
RESERVE	\$ 161,619	\$ 161,619	\$ 161,619	\$ 161,619	0%	\$ -
NONSPENDABLE	12,903	-	11,871	11,871	0%	0
ASSIGNED FOR CAPITAL PROJECTS/DEBT SERVICE	922,223	1,275,253	1,370,029	1,378,566	1%	8,537
TOTAL FUND BALANCES (Beginning)	<u>\$ 1,096,745</u>	<u>\$ 1,436,872</u>	<u>\$ 1,543,519</u>	<u>\$ 1,552,056</u>	1%	<u>\$ 8,537</u>
REVENUE						
61-431-30 Sales Tax	\$ 868,929	\$ 853,300	\$ 967,000	\$ 1,015,000	5%	\$ 48,000
61-433-10 Grants	-	-	-	-	-	-
61-436-10 Interest - ColoTrust STCIF	613	880	23,306	23,920	3%	614
61-436-42 Contributions & Donations	57,964	5,000	5,000	-	-100%	(5,000)
61-436-50 Bond Proceeds	-	-	-	-	-	-
61-436-60 Bond Premium	-	-	-	-	-	-
61-436-70 Miscellaneous Revenue	201	-	-	-	-	-
TOTAL REVENUE	<u>\$ 927,708</u>	<u>\$ 859,180</u>	<u>\$ 995,306</u>	<u>\$ 1,038,920</u>	4%	<u>\$ 43,614</u>
TOTAL SOURCES	<u>\$ 2,024,453</u>	<u>\$ 2,296,052</u>	<u>\$ 2,538,825</u>	<u>\$ 2,590,976</u>	2%	<u>\$ 52,151</u>
EXPENDITURES						
CHARGES FOR SERVICES						
61-50-347 Professional Services	\$ 20,022	\$ 15,536	\$ -	\$ -	-	\$ -
61-50-351 Legal	7,846	15,000	15,000	15,000	0%	-
61-50-354 Engineering	424	-	-	-	-	-
61-50-360 R&M Services	55,820	10,000	-	-	-	-
TOTAL CHARGES FOR SERVICES	<u>\$ 84,111</u>	<u>\$ 40,536</u>	<u>\$ 15,000</u>	<u>\$ 15,000</u>	0%	<u>\$ -</u>
DISCRETIONARY FUNDING						
61-50-450 Eagle County Trails Funding	-	-	-	25,000	-	25,000
TOTAL DISCRETIONARY FUNDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 25,000</u>	-	<u>\$ 25,000</u>
CAPITAL OUTLAY						
61-50-720 Multi-Use Rec Facilities Improvements	\$ -	\$ -	\$ -	\$ -	-	\$ -
61-50-730 Paved Path Improvements	-	-	-	140,250	-	140,250
61-50-745 Town Park Improvements	-	100,000	100,000	700,000	600%	600,000
61-50-760 River Park Improvements	76,385	555,331	550,331	40,000	-93%	(510,331)
TOTAL CAPITAL OUTLAY	<u>\$ 76,385</u>	<u>\$ 655,331</u>	<u>\$ 650,331</u>	<u>\$ 880,250</u>	35%	<u>\$ 229,919</u>
DEBT SERVICE						
61-50-815 Debt Service	\$ 100,000	\$ 105,000	\$ 105,000	\$ 110,000	5%	\$ 5,000
61-50-816 Debt Service Interest	219,938	215,938	215,938	211,738	-2%	(4,200)
61-50-810 Cost of Issuance	-	-	-	-	-	-
61-50-820 Agent Fees	500	500	500	500	0%	-
TOTAL DEBT SERVICE	<u>\$ 320,438</u>	<u>\$ 321,438</u>	<u>\$ 321,438</u>	<u>\$ 322,238</u>	0%	<u>\$ 800</u>
CONTINGENCY						
61-50-900 CONTINGENCY	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	0%	<u>\$ -</u>
TOTAL EXPENDITURES	<u>\$ 480,934</u>	<u>\$ 1,017,305</u>	<u>\$ 986,769</u>	<u>\$ 1,242,488</u>	26%	<u>\$ 255,719</u>
NET SOURCE (USE) OF FUNDS	<u>\$ 446,774</u>	<u>\$ (158,125)</u>	<u>\$ 8,537</u>	<u>\$ (203,568)</u>	-2485%	<u>\$ (212,105)</u>
FUND BALANCES (Ending):						
RESTRICTED FOR:						
RESERVE	\$ 161,619	\$ 161,619	\$ 161,619	\$ 161,619	0%	\$ -
NONSPENDABLE	11,871	-	11,871	-	-100%	(11,871)
ASSIGNED FOR CAPITAL PROJECTS/DEBT SERVICE	1,370,029	1,117,128	1,378,566	1,186,869	-14%	(191,697)
TOTAL FUND BALANCES (Ending):	<u>\$ 1,543,519</u>	<u>\$ 1,278,747</u>	<u>\$ 1,552,056</u>	<u>\$ 1,348,488</u>	-13%	<u>\$ (203,568)</u>

CONSERVATION TRUST FUND

CONSERVATION TRUST FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):						
RESTRICTED FUND BALANCE	\$ 112,040	\$ 114,320	\$ 118,589	\$ 141,299	19%	\$ 22,710
TOTAL FUND BALANCES (Beginning)	\$ 112,040	\$ 114,320	\$ 118,589	\$ 141,299	19%	\$ 22,710
REVENUES						
71-430-10 Lottery Proceeds	\$ 42,278	\$ 36,000	\$ 45,000	\$ 40,000	-11%	\$ (5,000)
71-430-20 Interest on Investments	59	120	1,710	2,900	70%	1,190
TOTAL REVENUES	\$ 42,338	\$ 36,120	\$ 46,710	\$ 42,900	-8%	\$ (3,810)
TOTAL SOURCES	\$ 154,378	\$ 150,440	\$ 165,299	\$ 184,199	11%	\$ 18,900
EXPENDITURES						
71-50-347 Professional Services	\$ 35,789	\$ 25,000	\$ 24,000	\$ -	-100%	\$ (24,000)
TOTAL EXPENDITURES	\$ 35,789	\$ 25,000	\$ 24,000	\$ -	-100%	\$ (24,000)
NET SOURCE (USE) OF FUNDS	\$ 6,549	\$ 11,120	\$ 22,710	\$ 42,900	-89%	\$ 20,190
FUND BALANCES (Ending):						
RESTRICTED FUND BALANCE	\$ 118,589	\$ 125,440	\$ 141,299	\$ 184,199	30%	\$ 42,900
TOTAL FUND BALANCE (Ending)	\$ 118,589	\$ 125,440	\$ 141,299	\$ 184,199	30%	\$ 42,900

OPEN SPACE PRESERVATION FUND

OPEN SPACE PRESERVATION FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):						
COMMITTED FUND BALANCE	\$ 359,736	\$ 625,350	\$ 694,982	\$ 712,387	3%	\$ 17,405
TOTAL FUND BALANCES (Beginning)	\$ 359,736	\$ 625,350	\$ 694,982	\$ 712,387	3%	\$ 17,405
REVENUES						
81-430-10 Lodging Tax	\$ 230,678	\$ 195,700	\$ 245,000	\$ 252,350	3%	\$ 7,350
81-430-15 Penalty & Interest	1,162	-	700	500	-29%	(200)
81-430-20 Interest on Investments	156	203	9,300	14,000	51%	4,700
81-431-00 State Grants (GOCO)	5,000	-	-	10,000	-	10,000
81-433-00 Other Grants	5,000	-	2,062	10,000	385%	7,938
81-437-10 Transfer from General Fund	300,000	150,000	150,000	150,000	0%	-
TOTAL REVENUES	\$ 541,996	\$ 345,903	\$ 407,062	\$ 436,850	7%	\$ 29,788
TOTAL SOURCES	\$ 901,732	\$ 971,253	\$ 1,102,044	\$ 1,149,237	4%	\$ -
EXPENDITURES						
Operating Expenses	\$ 145,112	\$ 315,975	\$ 259,802	\$ 332,656	28%	\$ 72,854
Capital Expenditures	61,638	141,250	114,000	170,500	50%	56,500
Transfers-Out	-	15,855	15,855	15,990	1%	135
TOTAL EXPENDITURES	\$ 206,750	\$ 473,080	\$ 389,657	\$ 519,146	33%	\$ 129,489
NET SOURCE (USE) OF FUNDS	\$ 335,246	\$ (127,177)	\$ 17,405	\$ (82,296)	-573%	\$ (99,701)
FUND BALANCES (Ending):						
COMMITTED FUND BALANCE	\$ 694,982	\$ 498,173	\$ 712,387	\$ 630,091	-12%	\$ (82,296)
TOTAL FUND BALANCE (Ending)	\$ 694,982	\$ 498,173	\$ 712,387	\$ 630,091	-12%	\$ (82,296)

SUMMARY OF EXPENDITURES

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
PERSONNEL	\$ 103,774	\$ 159,764	\$ 161,781	\$ 179,260	11%	\$ 2,017
MATERIALS & SUPPLIES	9,054	13,700	12,010	14,675	22%	(1,690)
CHARGES FOR SERVICES	30,671	139,850	83,962	136,517	63%	(55,888)
FIXED CHARGES	1,614	2,661	2,049	2,205	8%	(612)
CAPITAL EXPENDITURES	61,638	141,250	114,000	170,500	50%	(27,250)
TRANSFERS	-	15,855	15,855	15,990	0%	-
TOTAL EXPENDITURES	\$ 206,750	\$ 473,080	\$ 389,657	\$ 519,146	33%	\$ (83,423)

DOWNTOWN DEVELOPMENT AUTHORITY FUND

DOWNTOWN DEVELOPMENT AUTHORITY FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):						
RESTRICTED FUND BALANCE	\$ -	\$ -	\$ -	\$ -	-	\$ -
TOTAL FUND BALANCES (Beginning)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	-	<u>\$ -</u>
REVENUES						
91-431-10 TIF Property Taxes	\$ -	\$ -	\$ -	\$ 17,398	-	\$ 17,398
91-436-10 DDA Interest	-	-	-	-	-	-
91-436-70 Miscellaneous	-	-	-	-	-	-
91-437-10 Transfer From General Fund	-	-	65,000	20,000		(45,000)
TOTAL REVENUES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 65,000</u>	<u>\$ 37,398</u>	-42%	<u>\$ (27,602)</u>
TOTAL SOURCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 65,000</u>	<u>\$ 37,398</u>	-42%	<u>\$ (27,602)</u>
EXPENDITURES						
91-50-210 Office Supplies	\$ -	\$ -	\$ -	\$ -	-	\$ -
91-50-220 Operating Supplies	-	-	-	-	-	-
91-50-330 Dues & Subscriptions	-	-	1,000	1,000	0%	-
91-50-347 Professional Services	-	-	60,000	21,250	-65%	(38,750)
91-50-351 Legal	-	-	4,000	15,148	279%	11,148
91-50-385 Treasurer Fees	-	-	-	-	-	-
91-50-510 Insurance	-	-	-	-	-	-
TOTAL EXPENDITURES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 65,000</u>	<u>\$ 37,398</u>	-42%	<u>\$ (27,602)</u>
NET SOURCE (USE) OF FUNDS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	-	<u>\$ -</u>
FUND BALANCES (Ending):						
RESTRICTED FUND BALANCE	\$ -	\$ -	\$ -	\$ -	-	\$ -
TOTAL FUND BALANCE (Ending)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	-	<u>\$ -</u>

PARKING FEE IN LIEU FUND

PARKING FEE IN LIEU FUND SUMMARY

	ACTUAL 2021	BUDGET 2022	REVISED 2022	BUDGET 2023	% CHANGE FROM PY	DIFFERENCE INCREASE(DECREASE)
FUND BALANCES (Beginning):						
RESTRICTED FUND BALANCE	\$ -	\$ -	\$ -	\$ -	-	\$ -
TOTAL FUND BALANCES (Beginning)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	-	<u>\$ -</u>
REVENUES						
Parking Fee in Lieu - Operating	\$ -	\$ -	\$ -	\$ -	-	\$ -
Parking Fee in Lieu - Capital	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
TOTAL REVENUES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	-	<u>\$ -</u>
TOTAL SOURCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	-	<u>\$ -</u>
EXPENDITURES						
Office Supplies	\$ -	\$ -	\$ -	\$ -	-	\$ -
Operating Supplies	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Legal	-	-	-	-	-	-
Insurance	-	-	-	-	-	-
TOTAL EXPENDITURES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	-	<u>\$ -</u>
NET SOURCE (USE) OF FUNDS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	-	<u>\$ -</u>
FUND BALANCES (Ending):						
RESTRICTED FUND BALANCE	\$ -	\$ -	\$ -	\$ -	-	\$ -
TOTAL FUND BALANCE (Ending)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	-	<u>\$ -</u>

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 19
(Series of 2022)

AN ORDINANCE REAPPROPRIATING FUNDS TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW FOR THE TOWN OF EAGLE, COLORADO FOR THE 2022 BUDGET YEAR.

NOW THEREFORE BE IT ORDAINED BY THE TOWN COUCIL OF THE TOWN OF EAGLE, COLORADO THAT:

Section 1. There be and hereby is appropriated out of the revenues of the Town of Eagle, Colorado for the fiscal year 2022 beginning January 1, 2022 and ending December 31, 2022, the sum of \$23,201,340 to be raised by taxation and otherwise, which sum is hereby divided and appropriated for the following purposes to wit:

GENERAL FUND

Operating Expenditures	\$ 9,476,381
Transfer to Other Funds	3,215,000
TOTAL GENERAL FUND	<u>\$12,691,381</u>

WATER FUND

Operating Expenditures	\$ 2,091,893
Capitla Expenditures	302,000
Debt Service	1,264,533
Transfer to Other Funds	89,473
TOTAL WATER FUND	<u>\$3,747,899</u>

WASTE WATER FUND

Operating Expenditures	\$ 1,590,631
Capital Expenditures	30,800
Debt Service	971,180
Transfer to Other Funds	64,806
TOTAL WASTE WATER FUND	<u>\$ 2,657,417</u>

REFUSE FUND

Operating Expenditures	\$ 668,085
Capital Expenditures	-
Transfer to Other Funds	20,000
TOTAL REFUSE FUND	<u>\$ 688,085</u>

STORMWATER FUND

Operating Expenditures	\$ 38,965
Capital Expenditures	-
Transfer to Other Funds	-
TOTAL STORMWATER FUND	<u>\$ 38,965</u>

CAPITAL IMPROVEMENTS FUND	
Operating Expenditures	\$ 1,912,167
Transfer to Other Funds	
TOTAL CAPITAL IMPROVEMENTS FUND	<u>\$ 1,912,167</u>
SALES TAX CAPITAL IMPROVEMENT FUND	
Operating Expenditures	\$ 15,000
Capital Expenditures	650,331
Debt Service	321,438
TOTAL SALES TAX CAPITAL IMPROVEMENT FUND	<u>\$ 986,769</u>
CONSERVATION TRUST FUND	
Operating Expenditures	\$ 24,000
Transfer to Other Funds	-
TOTAL CONSERVATION TRUST FUND	<u>\$ 24,000</u>
OPEN SPACE PRESERVATION FUND	
Operating Expenditures	\$ 259,802
Capital Expenditures	114,000
Transfer to Other Funds	15,855
TOTAL OPEN SPACE PRESERVATION FUND	<u>\$ 389,657</u>
DOWNTOWN DEVELOPMENT AUTHORITY FUND	
Operating Expenditures	\$ 65,000
Transfer to Other Funds	-
TOTAL DOWNTOWN DEVELOPMENT AUTHORITY FUND	<u>\$65,000</u>
GRAND TOTAL ALL FUNDS	<u><u>\$ 23,201,340</u></u>

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on November 8, 2022.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 21
(Series of 2022)

AN ORDINANCE APPROPRIATING FUNDS TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW FOR THE TOWN OF EAGLE, COLORADO FOR THE 2023 BUDGET YEAR.

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

Section 1. There be and hereby is appropriated out of the revenues of the Town of Eagle, Colorado for the fiscal year 2023 beginning January 1, 2023 and ending December 31, 2023, the sum of \$32,919,890 to be raised by taxation and otherwise, which sum is hereby divided and appropriated for the following purposes to wit:

GENERAL FUND

Operating Expenditures	\$ 11,515,005
Transfer to Other Funds	2,720,000
TOTAL GENERAL FUND	\$ 14,235,005

WATER FUND

Operating Expenditures	\$2,485,632
Capital Expenditures	5,177,852
Debt Service	1,263,883
Transfer to Other Funds	104,374
TOTAL WATER FUND	\$ 9,031,741

WASTE WATER FUND

Operating Expenditures	\$ 1,784,330
Capital Expenditures	1,201,168
Debt Service	972,269
Transfer to Other Funds	56,405
TOTAL WASTE WATER	\$ 4,014,172

REFUSE FUND

Operating Expenditures	\$ 716,053
Capital Expenditures	-
Transfer to Other Funds	20,000
TOTAL REFUSE FUND	\$ 736,053

STORMWATER FUND

Operating Expenditures	\$ 86,033
Capital Expenditures	
Transfer to Other Funds	
TOTAL STORMWATER FUND	\$ 86,033

CAPITAL IMPROVEMENTS FUND	
Capital Expenditures	\$ 3,017,854
Transfer to Other Funds	-
TOTAL CAPITAL IMPROVEMENTS FUND	<u>\$ 3,017,854</u>
SALES TAX CAPITAL IMPROVEMENTS FUND	
Operating Expenditures	\$ 40,000
Capital Expenditures	880,250
Debt Service	322,238
TOTAL SALES TAX CAPITAL IMPROVEMENT FUND	<u>\$1,242,488</u>
CONSERVATION TRUST FUND	
Operating Expenditures	\$ - .
Capital Expenditures	-
Transfer to Other Funds	-
TOTAL CONSERVATION TRUST FUND	<u>\$ - .</u>
OPEN SPACE PRESERVATION FUND	
Operating Expenditures	\$ 332,656
Capital Expenditures	170,500
Transfer to Other Funds	15,990
TOTAL OPEN SPACE PRESERVATION FUND	<u>\$ 519,146</u>
DOWNTOWN DEVELOPMENT AUTHORITY FUND	
Operating Expenditures	\$37,398
Transfer to Other Funds	-
TOTAL DOWNTOWN DEVELOPMENT AUTHORITY FUND	<u>\$37,398</u>
GRAND TOTAL ALL FUNDS	<u>\$ 32,919,890</u>

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on November 8, 2022.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 85
(Series of 2022)

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF EAGLE, COLORADO FOR THE CALENDAR YEAR BEGINNING ON THE 1ST DAY OF JANUARY, 2023, AND ENDING ON THE LAST DAY OF DECEMBER, 2023.

WHEREAS, The Town Council of the Town of Eagle has appointed Larry Pardee, Town Manager, to prepare and submit a proposed budget to said governing body at the proper time, and;

WHEREAS, Larry Pardee has submitted a proposed budget to this governing body on October 11, 2022 for its consideration, and;

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was opened for inspection by the public at a designated place, a public hearing was held on October 11, October 25, and November 8, 2022 and interested taxpayers were given the opportunity to file or register any objections to said proposed budget, and;

WHEREAS, whatever increase may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law;

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

SECTION 1. That estimated expenditures for each fund are as follows:

GENERAL FUND	\$ 14,235,005
WATER FUND	9,031,741
WASTE WATER FUND	4,014,172
REFUSE FUND	736,053
STORMWATER FUND	86,033
CAPITAL IMPROVEMENTS FUND	3,017,854
SALES TAX CAPITAL IMPROVEMENTS FUND	1,242,488
CONSERVATION TRUST FUND	-
OPEN SPACE PRESERVATION FUND	519,146
DOWNTOWN DEVELOPMENT AUTHORITY FUND	37,398
TOTAL ALL FUNDS	<u>\$ 32,919,890</u>

SECTION 2. That estimated revenues for each fund are as follows:

GENERAL FUND	
Non Property Tax	\$ 11,788,972
Property Tax	381,304
GENERAL FUND TOTAL	<u>\$ 12,170,276</u>
WATER FUND	
Non Property Tax	\$ 5,564,651
Property Tax	-
WATER FUND TOTAL	<u>\$ 5,564,651</u>
WASTE WATER FUND	
Non Property Tax	\$ 3,681,800
Property Tax	-
WASTE WATER FUND TOTAL	<u>\$ 3,681,800</u>
REFUSE FUND	
Non Property Tax	\$ 753,500
Property Tax	-
REFUSE FUND TOTAL	<u>\$ 753,500</u>
STORMWATER FUND	
Non Property Tax	\$ 93,000
Property Tax	-
STORMWATER FUND TOTAL	<u>\$ 93,000</u>
CAPITAL IMPROVMENTS FUND	
Non Property Tax	\$ 4,084,356
Property Tax	-
CAPITAL IMPROVEMENTS FUND TOTAL	<u>\$ 4,084,356</u>
SALES TAX CAPITAL IMPROVMENTS FUND	
Non Property Tax	\$ 1,038,920
Property Tax	-
SALES TAX CAPITAL IMPROVEMENTS FUND TOTAL	<u>\$1,038,920</u>
CONSERVATION TRUST FUND	
Non Property Tax	\$ 42,900
Property Tax	-
CONSERVATION TRUST FUND TOTAL	<u>\$ 42,900</u>

OPEN SPACE PRESERVATION FUND	
Non Property Tax	\$ 436,850
Property Tax	-
OPEN SPACE PRESERVATION FUND TOTAL	<u>\$ 436,850</u>
 DOWNTOWN DEVELOPMENT AUTHORITY FUND	
Non Property Tax	\$ 20,000
Property Tax	17,398
DOWNTOWN DEVELOPMENT AUTHORITY FUND	<u>\$ 37,398</u>
 TOTAL ALL FUNDS	 <u>\$ 27,903,651</u>

INTRODUCED, READ, PASSED, ADOPTED at a regular meeting of the Town of Eagle Town Council held on the 8th day of November, 2022.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, CMC
Town Clerk

TOWN OF EAGLE, COLORADO

Energy Performance Contracting – Council Update

30% IGA UPDATE



AGENDA

- EPC Milestones
- IGA Progress
- Comprehensive Facility Improvement Measures
- Next Steps
- Discussion

EPC MILESTONES



IGA PROGRESS TO DATE

- Utility Bills Collected and Analyzed
 - Rates analyzed and Baseline Completed
- Site Work and Data Collection Completion- 90%
- Initial ROM Pricing and Savings for All FIMs being considered and presented

PRELIMINARY BASELINE FINDINGS

Baseline Utility Analysis Town of Eagle



Site	Site Gross Area	Electric				Natural Gas		Total		EUI	ECI
		On-Peak Demand	On-Peak Energy	Total Energy	Total Cost	Energy	Total Cost	Total Energy	Total Cost		
		kW	kWh	kWh	\$	therm	\$	kBtu	\$		
Waste Water Treatment Plant	24,589	2,489	1,351,200	1,351,200	\$118,863	42,493	\$51,135	8,859,594	\$169,998	360.31	\$6.91
Lower-Basin Water Treatment Plant	18,600	2,212	519,000	519,000	\$60,643	992	\$1,577	368,796	\$9,641	19.83	\$3.35

CURRENT SCOPES OF WORK

- Solar PV at both WWTP and Lower Basin WTP
- Comprehensive Water Meter Replacements/AMI Upgrade
- Additional ECMs at WWTP/WTP
 - Blower Motor Replacement
 - Demand Response Generation – Generators
- To Evaluate Electrification of Public Buildings
- Initial ROM Pricing and Savings for Some FIMs Available

SOLAR PV OPPORTUNITY

- Future DOLA Grant in March of 2023
 - Requesting 50% Match; up to \$750,000
 - Final Awards in June 2023
- Size of Solar Arrays
 - Approximately 499kW, or ~808,000 kWh's in size, (Ground)- WWTP
 - Approximately 230kW, or 349,000 kWh's in size, (Roof/Ground)- LBWTP
- Est. Price of \$2,800,000 with 20-25yr payback
- Inflation Reduction Act – Allows Direct Pay Up to 30%

WATER METER REPLACEMENT

- BOR Grant Submitted in August of 2022
 - Requesting Match of \$500,000
 - Hoping to Award by End of Q4 2022
- Size of Project
 - Approximately 2,900 meters (mostly 1" w/ 2" & 3" commercial)
 - Looking to Capture Savings of Estimated 18.2% Unaccounted for Water
- Est. Price of \$3,900,000 with 20-22yr payback

ADDITIONAL ECMS AT WWTP/WTP

- Future DOLA Grant in Spring of 2023
 - Requesting 50% Match; up to \$750,000
 - Looking to Strengthen Request by Including WWTP/WTP Upgrades
- Size of Project Unknown at This Time
- Awaiting Additional Info from Design Firm/Nutrient Study
- Demand Response Opportunity
 - Monetize GenSet Assets
 - Significantly buy-down costs of other ECMs

ELECTRIFICATION OF PUBLIC BUILDINGS

- CEO Electrification Grant in Q4 of 2022
 - Up to \$10MM in Funding
 - More Details on Award TBD
- Working to Secure MEP Firm on Town's Behalf
- Could Piggyback with DOLA Request
- Finalize List of Buildings/Equipment to Include

YEAROUT

E N E R G Y

PAUL M. ENGLE

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Littleton, CO 80120

Contact Icons

