



Town Council
Tuesday, December 13, 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,

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- **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. CC4CA, Jacob Smith
2. Eagle County Historical Society Annual Update, Kathy Heicher

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

1. Minutes - November 8, 2022
2. Bill Pay - November 2022
3. Resolution 88, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Ratifying the Town's Three-Mile Plan Adopted by the Planning and Zoning Commission"
4. Resolution 89, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Development Agreement for Construction of a Mixed-Use Building at 1200 Capitol Street"
5. Resolution 90, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the First Amendment to the Pre-Development Agreement with Eagle Meadows"
6. Resolution 91, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Developer Commitment for Haymeadow"
7. Resolution 92, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the 4th Amendment to the Haymeadow Annexation and Development Agreement"
8. Resolution 94, Series 2022 " A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Agreement for Professional Services with Economic & Planning Systems, Inc. to Complete at Economic Development Plan Study"
9. Resolution 95, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Contract for the Eby Creek Art Mural Project At Chambers and Construction Agreement with Patriacca Construction Inc."

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

1. Town Manager Update
2. Department Update
3. Third Quarter Sales Tax Report

LIQUOR LICENSE AUTHORITY - 6:30 PM

1. PUBLIC HEARING: Transfer of Ownership of a Tavern License- Applicant: Your Father's Office LLC dba Second Street Tavern

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

1. PUBLIC HEARING: File #DR22-06, A Major Development Permit Application to Renovate the Existing Haymeadow Cabin and Grade and Landscape the Surrounding Area for an Outdoor Events Venue (REQUEST TO TABLE)
2. 2023 MEAC Recommendations for Event Funding
3. Ordinance 22, Series 2022, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Section 3.05.050.B of the Eagle Municipal Code Concerning the Collection and Administration of the Town's Use Tax"
4. Resolution 84, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado, Establishing and Adopting a Fee Schedule Pursuant to 2.34 of the Eagle Municipal Code"

5. Resolution 93, Series 2022, "A Resolution Levying General Property Taxes For the Year 2022, To Help Defray the Costs of Government for the Town of Eagle, Colorado, for the 2023 Budget Year"
6. Resolution 86, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado to Work with Eagle County Communities to Implement the 2021 International Energy Conservation Code and to Identify and Adopt Supporting Amendments that Align with State Law and Support the Implementation of the Climate Action Goals Identified by the Climate Action Collaborative for the Eagle County Community."
7. Resolution 87, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Concerning Appointments to the Eagle Valley Transportation Authority Board"

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 8:00 PM

1. Future Agenda Items
2. Council Committee Updates

ADJOURN - 8:15 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



Eagle Town Council
December 13, 2022

A coalition of local governments advocating for effective state and federal climate action

- Adams County
- Aspen
- Avon
- Basalt
- Boulder
- Boulder County
- Breckenridge
- Broomfield
- Carbondale
- Clear Creek Cnty
- Crested Butte
- Dillon
- Durango
- Eagle County
- Edgewater
- Erie
- Fort Collins
- Frisco
- Gilpin County
- Glenwood Springs
- Golden
- Lafayette
- Larimer County
- Longmont
- Louisville
- Lyons
- Mountain Village
- Nederland
- Northglenn
- Ouray County
- Pitkin County
- Ridgway
- Salida
- San Miguel County
- Snowmass Village
- Summit County
- Superior
- Telluride
- Vail
- Wheat Ridge

What CC4CA Does

- Policy Advocacy
 - Colorado General Assembly
 - State agencies & rulemaking commissions
 - Federal Congressional delegation
- Workshops & trainings
- Science & policy updates/briefings
- Other resources



Impacts to Local Communities

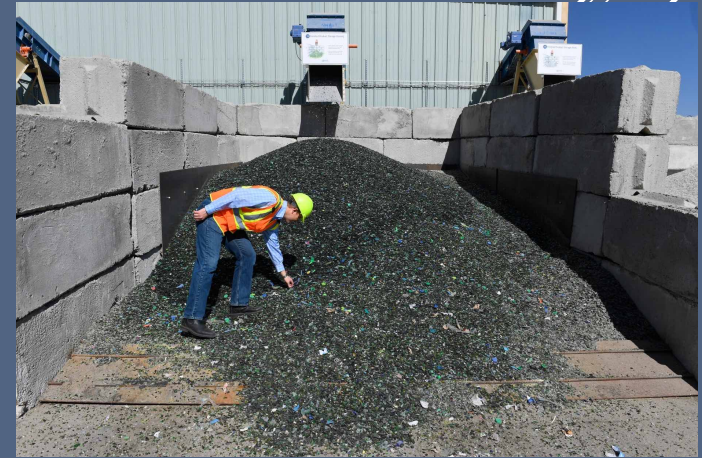
- Less water
- Less snow
- More extreme flooding and other extreme weather events
- Infrastructure damage
- Growing health risks
- More wildfires
- Threats to key Colorado industries (e.g., winter rec, ag)

CC4CA Policy Statement

- Statewide climate strategies
- Local climate strategies
- Energy generation
- Energy efficiency
- Transportation
- Fossil fuel extraction
- Waste
- Others (resilience, CCUS, water, etc.)

Recent Highlights

- **Producer responsibility** – transform CO's recycling system
- **Air quality investments** - \$47M for APCD, \$125M for EV & EE grants, \$7M for aerial pollution surveys, \$124M for transportation
- **Oil & gas leaks** – toughest-in-the-nation rules for finding and fixing
- **Transportation GHG emissions limits**
- **New transportation funding** – enterprise funds
- **Tri-State** – committed to 80% GHG reductions by 2030
- **Federally enforceable coal plant retirements** – 15 by 2029, Comanche 3 by 2031, and no new gas plants

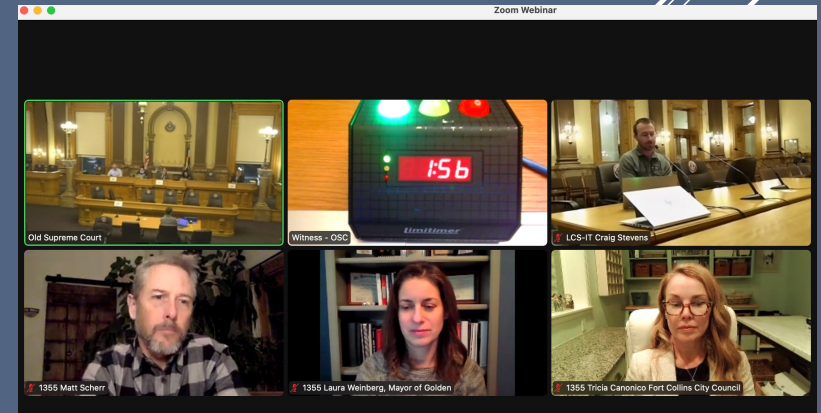
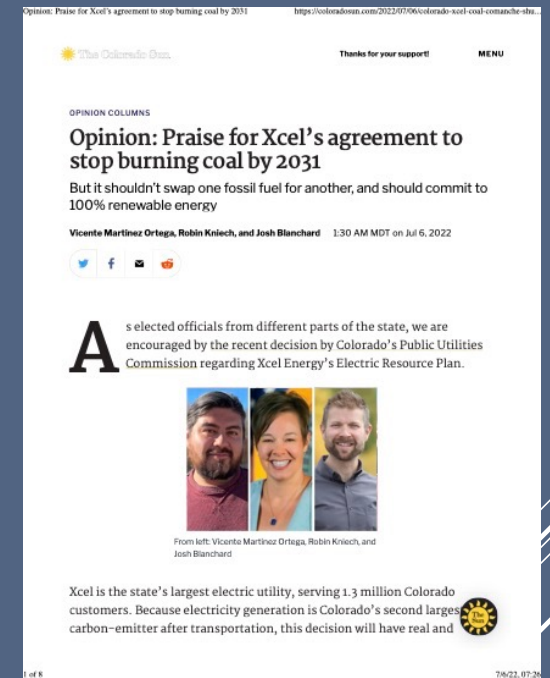


Membership

- Every member has an equal voice
- Board of Directors & committees
- Policy Statement changes require unanimity
- Population-based dues
- Participate as much or as little
- Resolution supporting Policy Statement

Member Engagement

- 118 local officials testified in 32 regulatory hearings and sessions
- 33 local officials testified in 17 separate legislative hearings
- 50 public officials in 12 meetings with state and federal lawmakers, and we have met with the governor's team dozens of times
- 42 elected officials in published op-eds and LTEs
- 65 of the people we supported were first-timers



Looking Ahead

- Bipartisan Infrastructure Bill & Inflation Reduction Act
- Producer Responsibility Organization
- Advanced Clean Trucks
- Implementing the Transportation GHGs rule + CDOT Ten-Year Plan
- AQCC – ozone, industrial rulemaking, benchmarking, etc.
- Clean Heat Standard/Plan
- Xcel ERP Phase II
- Just Transition Office programs, EV infrastructure programs
- 2023 legislative session



Jacob Smith, Executive Director
jsmith@cc4ca.org



Colorado Communities for Climate Action Highlights (November 2022)

Colorado Communities for Climate Action is a coalition of 40 counties and municipalities across Colorado advocating for effective state climate policy. Our members span the Western Slope and Front Range; small rural towns and major suburbs; counties and municipalities; and wealthy, middle income, and low-income neighborhoods.

Representing more than one-quarter of all Coloradans, with rural communities making up two-thirds of the membership (and half our member communities on the Western Slope), and with populations ranging from under 1,000 to more than 500,000, CC4CA has become a high-impact voice for clean air, climate action, and public health protection.

Legislative Successes

The 2022 legislative session was another impressive session, substantially building on the transformative success of the 2019 and 2021 sessions. CC4CA directly engaged on 29 bills, securing the desired outcomes on 23 of those. This included passing 18 pieces of legislation (among them six of our eight high priority bills) and defeating five harmful bills. Some of the most consequential outcomes focused on creating a producer responsibility system to reduce solid waste and improve recycling, improved local government wildfire/natural disaster funding, creation of a new circular economy development center, expanded affordable housing and building efficiency, funding for coal community transition programs, air toxics reductions, improved building codes, establishing free transit during part of the peak ozone season, and more.

Electric Utilities

In part due to the sustained pressure from CC4CA and other local governments within its service area, Tri-State finally committed to 80% greenhouse gas emissions reductions by 2030, and through our successful campaign in coalition with other aligned groups, we locked this in through the Tri-State Electric Resource Plan. This ERP also dramatically expands the ability of member co-ops to procure clean energy, improves energy efficiency, avoids construction of new natural gas plants, and may even result in accelerated retirements of their coal plants.

The results of our efforts on Xcel's Electric Resource Plan are similarly substantial, including accelerated coal plant retirements, no new natural gas plants, and retiring the Comanche 3 coal-fired power plant (the worst of the remaining facilities) by 2031.

Adams County · Aspen · Avon · Basalt · Boulder · Boulder County · Breckenridge · Broomfield · Carbondale
Clear Creek County · Crested Butte · Dillon · Durango · Eagle County · Edgewater · Erie · Fort Collins · Frisco
Gilpin County · Glenwood Springs · Golden · Lafayette · Larimer County · Longmont · Louisville · Lyons
Mountain Village · Nederland · Northglenn · Ouray County · Pitkin County · Ridgway · Salida · San Miguel County
Snowmass Village · Summit County · Superior · Telluride · Vail · Wheat Ridge

Pushing for Strong Executive Branch Policies and Programs

December 2021 marked the adoption of two truly landmark, precedent-setting state agency regulations, both of which were top priorities for CC4CA. The Air Quality Control Commission voted unanimously to substantially increase controls of GHG and ozone-forming Volatile Organic Compound (VOC) emissions from oil and gas operations. The centerpiece of the suite of new rules is new toughest-in-the-nation statewide requirements for operators to substantially increase the frequency to find and fix leaks from oil and gas wells and compressor stations. The rules also break new ground in protection of Disproportionately Impacted Communities (DICs) and of buildings, schools, and other public places in close proximity to well sites.

The Transportation Commission adopted a rule establishing GHG budgets for future projects of CDOT and Metropolitan Planning Organizations (MPOs) through 2050. The rule creates strong incentives for CDOT and the five MPOs (covering the Denver Metro Area, the North Front Range, the Pikes Peak region, Pueblo, and Grand Junction) to include in their project funding plans investments in capital projects that will reduce GHG and VOC emissions. Encompassing a range of important co-benefits for expanded mobility options, better transit networks, and reduced air pollution, the rule incorporates important protections for DICs from further transportation system impacts, as well.

The Transportation Commission also adopted Policy Directive 1610 in May 2022, which established implementation processes for the new GHG rules. This Policy Directive established an ongoing administrative process and guidelines for selecting, measuring, verifying, and reporting on GHG mitigation measures that CDOT and the state's five MPOs can incorporate into their GHG reduction compliance plans.

The Transportation Commission took yet another major step forward in tackling transportation sector GHG emissions by unanimously approving revisions to the CDOT 10-Year Plan and the Regional Transportation Plans of DRCOG and the North Front Range MPO. These plan revisions substantially improve on emissions reductions by shifting millions of dollars from highway capacity projects to multimodal projects in order to meet the required GHG reduction targets for 2025, 2030, 2040, and 2050.

All four of the new transportation enterprise funds (Clean Fleet Enterprise, Community Access Enterprise, Clean Transit Enterprise, and Nonattainment Area Air Pollution Mitigation Enterprise) created by legislation we supported last year are now up and running, incorporating CC4CA's local government input in their ten-year plans.

There were other significant outcomes over the past year, as well. We successfully supported strengthening the Regional Haze State Implementation Plan by making federally enforceable the retirement of 15 coal plant units at sites statewide by 2029. We celebrated a successful effort to secure AQCC approval of the Ozone Nonattainment State Implementation Plan, which includes provisions to limit future emissions of ozone-forming VOCs and nitrogen oxides (NOx), as well as to require faster repair times for oil and gas leaks discovered within 1,000 feet of occupied areas. In the so-called "industrial rulemaking," the AQCC required energy intensive, trade-exposed steel and cement manufacturers to reduce GHG emissions 5% by 2030, bolstered by provisions for emissions audits every five years testing whether they are using the Best Available Control Technologies and for using the best available energy

efficiency practices. And earlier in the year, we celebrated a major regulatory success with the COGCC's adoption of new financial assurance rules followed by successful efforts on the setting of fees for orphan well mitigation and the new transportation enterprise funds.

Local Government Briefings

CC4CA hosted and co-hosted nine briefings for local elected officials and local government staff, with 327 participants, including:

- A briefing on how Colorado's new plastics rules interact with local ordinances;
- An "Insider's Guide to the Legislature" training;
- A briefing, featuring CDOT Director Shoshana Lew, on CDOT's new transportation GHG emissions rule and how it affects local and MPO-level transportation planning;
- A national briefing on lessons learned from Colorado's first-in-the-nation transportation GHG emissions rule;
- Two briefings at the Mountain Towns 2030 Conference, one on new federal funding opportunities and one on effective state policy advocacy for local governments;
- Two briefings on new local government funding opportunities through the Inflation Reduction Act and the Bipartisan Infrastructure Law; and
- A case study briefing on Crested Butte's new all-electric building code.

Elevating the Local Government Voice

CC4CA ensures that its members – local elected officials and local government staff – have the opportunity to serve as witnesses during legislative hearings, meet with their legislators, testify during agency rulemaking processes, speak to reporters, and publish opinion pieces in local and statewide media outlets. In the past year alone, we supported:

- 62 local officials testifying in 27 regulatory hearings and sessions
- 33 elected officials submitting written comments in regulatory proceedings
- 33 local officials testifying in 10 legislative hearings
- 58 public officials in 19 meetings with state and federal lawmakers

Additionally, more than 240 local officials joined sign-on letters to members of Colorado's federal delegation, we supported 29 elected officials in publishing guest editorials and letters to the editor, and we helped influence at least 35 news stories.

Importantly, for 119 of the people we worked with in regulatory proceedings, publishing opinion pieces, and in other ways this was the first time we had worked with them, representing a substantial expansion in our network of engaged local officials.

And 268 local elected officials and staff have participated in seven CC4CA-sponsored briefings and trainings.

In just six years, Colorado Communities for Climate Action has evolved from a promising idea into an influential coalition shaping state climate policy.

For more information:

Jacob Smith • jsmith@cc4ca.org • (303) 810-6017 • [CC4CA.org](https://cc4ca.org)



Colorado Communities for Climate Action

December 2022

Colorado Communities for Climate Action is a coalition of 40 counties and municipalities representing more than one-quarter of the state's population advocating for strong state and federal climate policy.

Climate change is a defining challenge of this century. As local governments and local elected officials, we have a unique perspective on the threats and challenges that climate change poses, a perspective that is often overlooked in the policy debates.

Benefits of the Coalition

Collaboration

Working together through Colorado Communities for Climate Action, local governments can influence state and federal actions more than individual jurisdictions can alone. CC4CA works for strong collaboration between state and local governments, maximizing the return on local efforts.

Cost-Effectiveness

Pooling resources to secure professional representation is the most cost-effective way for local governments to sustain a focused and impactful presence at the state and federal levels.

Local Support

The coalition also offers networking opportunities to members and produces analyses and materials in support of coalition and member priorities and actions.

Current Policy Priorities

Colorado Communities for Climate Action works to shape state and federal climate policy. Coalition members biannually update a Policy Statement that guides the coalition's advocacy efforts. The Policy Statement includes:

- Actively supporting pro-climate action legislation and opposing bills that undercut state or local climate authority.
- Advocating for state policies and actions that put Colorado on the path to significant greenhouse gas emissions reductions and empower local governments to take effective action in their own communities.
- Representing local interests in state agency proceedings on climate action, energy efficiency, and clean energy, and advocating for continued and strengthened federal climate actions and against efforts to roll back federal policies and programs.

Coalition Members

- Adams County
- Aspen
- Avon
- Basalt
- Boulder
- Boulder County
- Breckenridge
- Broomfield
- Carbondale
- Clear Creek County
- Crested Butte
- Dillon
- Durango
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- Snowmass Village
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- Superior
- Telluride
- Vail
- Wheat Ridge

Budget and Annual Dues

CC4CA members pay annual dues to provide the resources for effective coalition operations, including representation by professional advocacy consultants in the General Assembly and before state agencies. Dues are based on population size. Within each population category, local governments have a choice of dues amounts (Base, Base Plus, etc.). Every member of the coalition has the same voice and vote regardless of the dues level they select.

Population Size	Base	Base Plus	Core	Core Plus
Over 100,000	\$15,000	\$22,500	\$30,000	\$40,000
50,000 - 100,000	\$10,000	\$15,000	\$20,000	\$27,500
5,000 - 49,999	\$5,000	\$7,500	\$10,000	\$13,500
1,000 – 4,999	\$1,000	\$1,750	\$2,500	\$3,500
Under 1,000	\$500	\$750	\$1,000	\$1,250

Coalition Leadership

The coalition is guided by a board comprised of representatives from each member jurisdiction, as well as an executive director and other committees of member representatives. A unanimous vote of all members is required to amend CC4CA's Policy Statement. Elisabeth Rosen of Political Advocacy, Inc. and Eliza Schultz of Schultz Public Affairs represent the coalition at the state capitol.

For more information:
Jacob Smith, Executive Director
jsmith@cc4ca.org • (303) 810-6017 • CC4CA.org



CC4CA Policy Statement

Effective July 1, 2021

Adopted by the Board of Directors June 4, 2021

Colorado Communities for Climate Action is a coalition of local governments advocating for stronger state and federal climate policy. CC4CA's policy positions reflect unanimous agreement among the coalition members on steps that should be taken at the state and federal level, often in partnership with local governments, to enable Colorado and its communities to lead in protecting the climate.

CC4CA generally focuses on legislative, regulatory, and administrative action, supporting efforts that advance the general policy principles and the detailed policy positions described below, and opposing efforts that would weaken or undermine these principles and positions.

General Policy Principles

The following general principles guide Colorado Communities for Climate Action's specific policy positions. CC4CA supports:

- Collaboration between state and federal government agencies and Colorado's local governments to advance local climate protection and resilience.
- State and federal programs to reduce greenhouse gas pollution, including adequate and ongoing funding of those programs.
- Analyses, financial incentives, infrastructure, and enabling policies for the development and deployment of clean energy technologies.
- Locally driven and designed programs to support communities impacted by the clean energy transformation.
- Prioritizing policies that put equity at the center of decision-making by addressing systemic environmental and governance inequities based on race and socioeconomic status and by justly transitioning and growing the clean economy.

Adams County · Aspen · Avon · Basalt · Boulder · Boulder County · Breckenridge · Broomfield
Carbondale · Clear Creek County · Crested Butte · Dillon · Durango · Eagle County · Edgewater · Erie · Fort Collins
Frisco · Gilpin County · Glenwood Springs · Golden · Lafayette · Longmont · Louisville · Lyons · Mountain Village
Nederland · Northglenn · Ouray County · Pitkin County · Ridgway · Salida · San Miguel County
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Policy Positions

Colorado Communities for Climate Action supports the following policy positions:

Statewide Climate Strategies

- 1. Reduce statewide greenhouse gas emissions consistent with or greater than the State of Colorado's 2019 codified goals.**
- 2. Secure accurate, actionable useful, and regular state greenhouse gas inventories and forecasts for Colorado which are made accessible to local governments and incorporate alignment between state and local inventory data to the extent possible.**
- 3. Adopt a comprehensive market-based approach to reduce Colorado's greenhouse gas emissions that ensures the benefits accrue justly and equitably to impacted communities.**
- 4. Expand consideration of the environmental and health costs associated with the use of fossil fuels in making and implementing climate-related policy.**

Local Climate Strategies

- 5. Remove barriers and promote opportunities that allow counties and municipalities to maximize deployment of local clean energy and climate-related strategies, including resilience-oriented strategies, while promoting affordable, accessible, and equitable delivery of reliable clean energy.**
- 6. Enable local governments to obtain the energy use and other data from utilities and state agencies that they need to effectively administer climate and clean energy programs.**
- 7. Support a comprehensive public process for evaluating retail and wholesale energy choice options for communities, informed by a broad variety of stakeholders.**
- 8. Provide for cost-effective and equitable policies, strategies, and practices that enable and accelerate energy efficiency in buildings, beneficial electrification, reducing GHG emissions, improving quality of life, and making the electric grid more robust and resilient.**

Energy Generation

- 9. Accelerate retirement of existing fossil fuel generation facilities and their replacement with cost-effective and reliable clean energy supplies, through means that support utilities, consumers, and the communities where these facilities have been located.**

10. Expand the ability of electric cooperatives and municipal electric utilities to independently purchase local renewable electricity and take other steps to reduce greenhouse gas pollution.

11. Modernize energy infrastructure to enhance community-based resilience and integrate distributed energy resources.

Energy Efficiency

12. Expand demand side savings from efficiency and conservation for all energy types.

13. Support ongoing and sustainable funding for weatherization and renewable energy assistance to low-income households, including those in fossil fuel-dominated economies, so that all Coloradans have access to comfortable and affordable homes.

14. Support ongoing and sustainable funding for programs that assist communities in the transition from fossil fuel-dominated economies.

15. Provide counties and statutory cities and towns with the same authority held by home rule cities to implement local energy conservation policies and programs.

Transportation

16. Ensure effective implementation of Colorado's vehicle emissions standards and other regulatory and programmatic activities designed to reduce greenhouse gas emissions from mobile sources.

17. Implement the 2020 Colorado Electric Vehicle Plan and other efforts to increase electrification of all motor vehicles.

18. Increase funding and policy incentives for multimodal transportation and multimodal-friendly development statewide.

19. Incentivize and select mobility alternatives, including movement of both people and goods, based on energy efficiency, and environmental costs and benefits.

Fossil Fuel Extraction Activities

20. Expand monitoring and reduction of the full life cycle emissions from fossil fuel extractive industry activities.

Waste

21. Grant CDPHE authority to implement a plan for meeting Colorado's statewide and regional solid waste diversion goals.

22. Reduce or eliminate use of disposable/single-use products and promote reuse of materials, including construction and demolition waste.

23. Foster circular economy policies like reuse, recycling, composting, and reducing the carbon intensiveness of materials and products.

24. Reduce greenhouse gas emissions from solid waste, water treatment, wastewater processing, and agricultural activities.

General

25. Encourage adoption of climate-positive innovations like telecommuting, drawing from the lessons learned during the coronavirus pandemic, to substantially reduce air and greenhouse gas pollution.

26. Promote proactive programs and efforts that improve the resilience and adaptability of Colorado communities in the face of natural disasters and other major challenges associated with climate change, including ensuring that disaster stabilization and recovery efforts result in reduced greenhouse gas pollution and improved resilience to future disasters.

27. Support exploration and deployment, when appropriate, of natural climate solutions (NCS) and of carbon capture and utilization/sequestration (CCUS).

28. Reduce greenhouse gas emissions and increase resilience associated with water management through water conservation, efficiency, reuse, adaptation and low impact development strategies.

29. Encourage investments that achieve climate-positive solutions, including policies that encourage entities investing public dollars to consider partial or full divestment as part of their investment strategies.

30. Maintain protections and authorities currently provided under environmental laws like the National Environmental Policy Act, Clean Air Act, and Clean Water Act, and ensure that these laws are fully implemented.

Annual Report September 2021 – August 2022



MUSEUM

Developed several new exhibits

- Camp Hale and winter recreation in Eagle County
- Barnes family sewing machine
- Blacksmith shop

Worked with consultants (Aspen Historical Society) in development of exhibit goals and guidelines.

Artifact acquisitions

- Barns sewing machine
- Mining cart from Holy Cross City
- Holland family "prison" spurs
- Ute pots, estimated to be 500-years-old

Museum Capital improvements

- Replacement of broken and vandalized caboose windows (accomplished with a financial assist from the town of Eagle)
- Continued to prepare for repainting of historic caboose

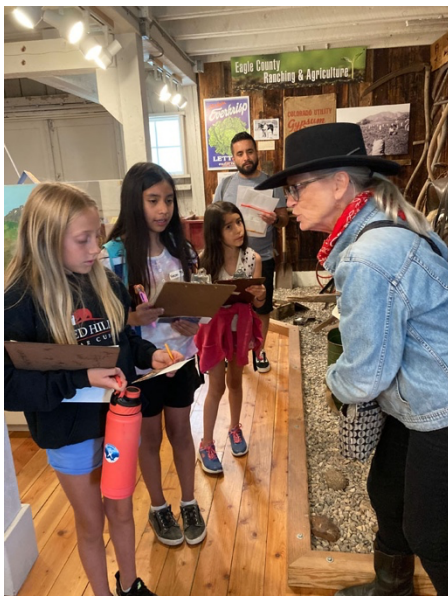
"Night at the Museum" event drew 128 people and raised \$1,659



BOOKS

- Worked with the town of Gypsum on producing the "Gypsum Days" history book. First run of the book is nearly sold out.

- Related programs presented at Gypsum Library and the Bookworm in Edwards
- Continued to offer a wide variety of local history books to the public



EDUCATION PROGRAMS

- Hosted 72 - 5th graders from Gypsum for a museum visit
- Presented Ute STEM history program for 35 elementary school students at Eagle Library
- Presented Red Cliff cemetery program for 28 high school students at Vail Ski and Snowboard Academy
- Created a "History Trivia Wheel" to spur interest in local history
- Partnered with the Vail Board of Realtors in offering a history class for local realtors

- History program for Eagle Seniors
- Corresponded via letter to 25 Edwards Elementary students, answering questions about the Oregon and Santa Fe trails.
- Worked with Tony Mauro and Vail Public Library in recording an oral history of local wildlife officers

PROGRAMS

- Eagle Valley History Award (partner with Eagle Valley Library District) honoring Reed Perkins and Kathy McDaniels, donors of the Borah journals. Suffrage talk by Marcia Goldstein.
- Eli Barsi, cowgirl singer/poet (partner program with EVLD)
- Participant in “Authors in Autumn” program at EVLD
- Purchased small microphone and sound system for ECHS programs



HISTORY HIKES

- Trail Gulch and Newcomer Cemetery (partnering with Eagle County Open Space)
- Presented history table at ECOS Star award presentation
- Bilingual Trail Gulch hike with Eagle Valley Land Trust
- Two Horn Ranch hikes with EVLT

HISTORY ‘ASSISTS’

- Helped town of Minturn with creation of history sign
- Assisted Minturn Cemetery District with research of Edwards Cemetery
- Assisted Eagle County Sheriff’s Office in researching the story of human bones found in the evidence vault.
- Continued to work with Eagle Valley Library District on preservation of artifacts

GOALS FOR NEXT FISCAL YEAR:

- Complete caboose painting
- Continue to develop museum exhibit guidelines
- Continue to improve museum exhibits
- Offer a cemetery tour – perhaps Gypsum
- Work on a succession plan for ECHS Board of Directors

NUMBERS:

- Membership – 110 members
- Museum attendance – 4,059 visitors (mid-May through mid-September)



MEETING MINUTES
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 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

Scott Turnipseed, Ellen Bodenheimier, Janet Bartnik,
Geoffrey Grimmer, Sarah Parrish, Nick Sunday

COUNCILMEMBERS ABSENT

Mikel "Pappy" Kerst

STAFF PRESENT

Larry Pardee, Town Manager
Matt Mire, Town Attorney
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Tom Gosiorowski, Public Works Director
Luke Causey, Interim Police Chief
Dennis Wike, Engineer
Peyton Heitzman, Planner
Lynette Horan, Human Resources Manager
Cliff Simonton, Planner
Jessica Lake, Planner

ADOPTION OF AGENDA

Mayor Scott Turnipseed requested to move Year Out Energy item to the first business item.

MOTION: Council Member Geoffrey Grimmer motioned to amend the agenda to move Year Out Energy to the first business item. The motion was seconded and passed with a vote of 6 in favor (Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

PUBLIC COMMENT

Bryan Woods 212 East Third Street, announced the Downtown Business Alliance is organizing Christmas on Broadway this year and requested donations and volunteers.

Lizzy Owens 49 Soliel Circle, requested the Council consider changing the name Christmas on Broadway to Holidays on Broadway as the current name is not inclusive.

Mick Daly 1843 E Haystaker Drive, requested that the Town keep the name Christmas on Broadway.

PRESENTATIONS

1. 2022 Community Impact Award

Mayor Scott Turnipseed presented this item.

Kyle Foster and Seagull's Cycles was honored with the Community Impact Award.

2. Eagle County Gives Day Proclamation 2022
Mayor Scott Turnipseed read the Proclamation into the record.
3. Eagle County Community Wildlife Roundtable Update
Jessica Foulis and Earnest Saeger presented this item.

CONSENT AGENDA

MOTION: Council Member Janet Bartnik motioned to approve the consent agenda. The motion was seconded and passed with a vote of 6 in favor (Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

1. Minutes - October 25, 2022
2. Bill Pay - October 2022

STAFF REPORTS

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

BUSINESS ITEMS

7. Year Out Energy
Paul Engle from Year Out Energy presented this item.

Council comments: discussion on payback time on solar and water meters. Discussion on purchasing batteries and Smart City items including security cameras, building access, streetlights, etc. Discussed the reality of getting this done by the dates listed in the report.

1. Employers Council - Town of Eagle Compensation Study and Philosophy
Jennifer Olson with Employers Council presented this item.

Council comments: council requested to see the entire benefits packet for staff to see the total compensation. Discussion regarding mid-year bonuses and having them tied to performance.

MOTION: Council Member Scott Turnipseed motioned 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. The motion was seconded and passed with a vote of 6 in favor (Turnipseed, Bodenheimier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

2. PUBLIC HEARING: File #DR22-04/PPFP22-01 Habitat/3rd Street Housing
Mayor Scott Turnipseed opened the Public Hearing for the File #DR22-04/PPFP22-01 Habitat/3rd Street Housing.

Peyton Heitzman presented this item.

Tom Braun presented for the applicant.

Denise Howard requested an impact fee waiver. They have currently applied for a grant with staff and are approved to go to the next level to make the town whole for those impact fees.

Mayor Scott Turnipseed opened public comment.

Daisy Jordie, ECSD teacher expressed support for the project.

Tim Moffat future habitat homeowner expressed support for the project.

Suzane Micholich expressed support for the project.

Representative from the Education Foundation of Eagle County expressed support for the project.

Council comments: discussed water rights. Expressed support for the fee waiver request.

- 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
MOTION: Council Member Sarah Parrish motioned to approve 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. The motion was seconded and passed with a vote of 6 in favor (Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.
3. PUBLIC HEARING: Haymeadow Metropolitan District Service Plan Amendment
Mayor Scott Turnipseed opened the Public Hearing for the Haymeadow Metropolitan District Service Plan Amendment.

David Greher attorney for Haymeadow Metropolitan District Nos. 1-6 presented this item.

Council comments: Town Attorney, Kendra Carberry stated the Town may need a financial advisor to review specific questions regarding finance questions. Discussion regarding current cost estimates aisa best guess. Valuation changes in infrastructure isarehat caused the need for increases. Confirmation that all improvements are turned over to the Town once complete. Confirmation this is not a risk to the Town.

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

- 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
MOTION: Council Member Janet Bartnik motioned to approve 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. The motion was seconded and passed with a vote of 6 in favor (Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.
4. 2023 Community Requests - Programs
Council comments: stated it is difficult to decide funding and would like a better guide for next year. Would like a way to ensure we are getting a return on the funding.

MOTION: Council Member Janet Bartnik motioned to approve the 2023 Community Requests as presented. The motion was seconded and passed with a vote of 6 in favor (Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

5. Amendment to Use Tax Multiplier and Collection & Administration

Jill Kane presented this item.

Council comments: discussion on how to capture the materials purchased from out of town. Council agreed to move forward with amending the multiplier to 2.0.

6. PUBLIC HEARING: 2023 Budget

Mayor Scot Turnipseed opened the public hearing for the 2023 Budget.

a. 2023 Fee Schedule

Jill Kane presented this item and requested Council feedback.

Council comments: discussion on the new statewide plastic bag fee and implications for the town. Discussion on the Brush Creek Pavilion fees and requested staff to round up the fees. Requested an alternate fee for residential broadband serves in the downtown area.

b. 2022 Supplemental and 2023 Budget Adoption

Council comments: discussion on the sales tax fund and what parks will be receiving that funding.

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

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: Council Member Janet Bartnik motioned to approve 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.". The motion was seconded and with a vote of 6 in favor (Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

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: Council Member Janet Bartnik motioned to approve 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". The motion was seconded and passed with a vote of 6 in favor (Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

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".

MOTION: Council Member Janet Bartnik motioned to approve 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". . The motion was seconded and passed with a vote of 6 in favor (Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Future Agenda Items

Council Member Geoff Grimmer, we have moved Jacob Smith and the CC4CA to the December 13th meeting.

Council Member Janet Bartnik stated we will have a joint work session with Mountain Recreation next Tuesday, November 15th regarding the pool.

Council Member Nick Sunday stated that Mick Daly provided an update to the Council on Economic Vitality Committee.

Discussion regarding the community survey and cross-over benefits for the DDA with the economic dashboard.

Council Member Ellen Bodenhemier stated the Regional Transportation Authority will meet tomorrow morning and will be requesting a bus shelter in Eagle.

Council Member Ellen Bodenhemier stated the OSRAC discussed the Haymaker Winter Recreation Plan, which will include a voluntary closure from dusk to dawn.

Mayor Scott Turnipseed stated the Land Use and Development Code Committee should have a draft ready in March for the Planning and Zoning Commission to review.

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.

MOTION: Mayor Scott Turnipseed motioned to enter into 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. The motion was seconded and passed with a vote of 6 in favor (Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

ADJOURN – 9:35 P.M.

MOTION: Mayor Scott Turnipseed motioned to adjourn the regular meeting. The motion was seconded and passed with a vote of 6 in favor (Turnipseed, Bodenhemier, Bartnik, Grimmer, Parrish, and Sunday) and 0 opposed.

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
NOVEMBER 2022**

GENERAL FUND

Town Council

CEBT	Health & Insurance Benefits	18.00
King Soopers Customer Charges	Meeting Expense	22.64
Total Town Council		\$ 40.64

General Government

CEBT	Health & Life Ins. Payable	809.95
Rocky Mountain Reserve LLC	Health & Insurance Benefits	5.01
ECO Transit	Professional Services	4,311.91
Hoffman, Parker, Wilson & Carberry PC	Legal - General	1,339.33
Total General Government		\$ 6,466.20

General Administration

Coleman, Holly & Colby	Utility Overpayment Refund	6.45
Gregory, Dustin & Wondrasek, Jennifer	Utility Overpayment Refund	43.24
Kemp, Carol	Utility Overpayment Refund	89.94
Shalhoob, Gary & Tammy	Utility Overpayment Refund	153.23
White Water Express	Accounts Receivable	0.75
Eagle County Clerk & Recorder	Other Prepaid Expenses	1,200.00
Family Support Registry	Misc Deductions Payable	146.76
Alzheimer's Association	Facility Usage Deposit Refund	750.00
Buck, Gary	Facility Usage Deposit Refund	750.00
Diaz, Mercedes	Facility Usage Deposit Refund	375.00
Eagle Cub Scouts Pac 229	Facility Usage Deposit Refund	1,125.00
Kroenung, Kaela	Facility Usage Deposit Refund	750.00
Leon, Sandy	Facility Usage Deposit Refund	375.00
Mendez-Garcia, Jose	Facility Usage Deposit Refund	650.00
Perez, Brisa	Facility Usage Deposit Refund	361.12
Taylor, Christina	Facility Usage Deposit Refund	750.00
Tyler, Martha	Facility Usage Deposit Refund	681.89
CEBT	Health & Life Ins. Payable	6,462.53
Rocky Mountain Reserve LLC	Health & Insurance Benefits	794.45
Costco	Office Supplies	25.98
Petals Of Provence	Employee Appreciation	100.00
Starting Hearts	Employee Appreciation	180.00
Colorado Mtn. News Media	Legal Notices	21.71
Column Software, PBC	Legal Notices	19.24
Governmentjobs.Com	Dues & Subscriptions	330.90
Mail Chimp	Dues & Subscriptions	73.99
Colorado Mtn. News Media	Recruitment	217.39
Ewing, Glen	Employee Housing Rental Exp	3,000.00
Chase Paymentech	C.C. Transaction Fees	82.40
Xpress Bill Pay	C.C. Transaction Fees	28.63
Employer's Council Services, Inc.	Professional Services	1,890.00
Hoffman, Parker, Wilson & Carberry PC	Legal	287.00

General Administration (Cont.)

Gov Os, Inc.	Computer Support	833.34
Xpress Bill Pay	Computer Support	50.00
AIRBNB	Travel	64.50
Quality Inns & Suites	Travel	336.60
Rakow, Jenny	Travel	222.50
Cornerstone Chocolates & Confections	Meeting Expense	1,262.00
Costco	Meeting Expense	174.34
Second Nature Gourmet	Meeting Expense	1,641.00
CMCA	Tuition & Books	47.75
Cirsa	Insurance - Pavilion	2,336.70
Total General Administration		\$ 28,691.33

Community Development

CEBT	Health & Life Ins. Payable	8,094.78
Rocky Mountain Reserve LLC	Health & Insurance Benefits	61.99
Amazon	Office Supplies	164.21
Fleet Services	Gas & Oil	107.28
Amazon	Equipment	543.98
Colorado Mtn. News Media	Recruitment	434.77
Info Cubic	Recruitment	34.70
Baseline Engineering Corporation	Professional Services	661.25
Economic & Planning Systems, Inc.	Professional Services	4,082.22
Column Software, PBC	Planning Reimbursable	68.16
Federal Express Corp.	Planning Reimbursable	70.85
Garfield & Hecht, P.C.	Planning Reimbursable	6,753.13
Hoffman, Parker, Wilson & Carberry PC	Planning Reimbursable	6,835.00
Quenon Engineering And Surveying	Planning Reimbursable	1,700.00
Hoffman, Parker, Wilson & Carberry PC	Legal	922.50
Heitzman, Peyton	Travel Expense	463.57
Simonton, Cliff	Travel Expense	131.08
Viceroy Snowmass	Travel Expense	638.95
Davis, Anna Dominique L.	Meeting Expense	53.00
Total Community Development		\$ 31,821.42

Municipal Court

CEBT	Health & Life Ins. Payable	243.14
Rocky Mountain Reserve LLC	Health & Insurance Benefits	1.51
Amazon	Equipment	285.28
Carlson, Edwards & O'Connor P.C.	Legal	1,500.00
Johnson, Erik A.	Contract Payments	750.00
Total Municipal Court		\$ 2,779.93

Streets

CEBT	Health & Life Ins. Payable	5,455.10
Rocky Mountain Reserve LLC	Health & Insurance Benefits	61.80
Amazon	Office Supplies	8.97
King Soopers Customer Charges	Office Supplies	13.81
Fastenal Company	Uniforms	1,124.46

Streets (Cont.)

Tractor Supply Company	Uniforms	587.48
Collett Enterprises	Vehicle Repair & Maintenance Supplies	43.47
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	879.24
Gold Supplies Inc.	Repair & Maintenance Supplies	1,068.00
Grainger	Repair & Maintenance Supplies	375.84
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	197.23
Lawson Products	Repair & Maintenance Supplies	1,729.10
Mac Equipment Inc	Repair & Maintenance Supplies	807.87
Rexel USA, Inc	Repair & Maintenance Supplies	566.34
Wear Parts & Equip Co, Inc	Repair & Maintenance Supplies	2,199.40
Wylaco Supply Co	Repair & Maintenance Supplies	146.34
Fas-Break Auto Glass	Vehicle Repair & Maintenance Supplies	612.78
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	6.84
Town Of Avon	Vehicle Repair & Maintenance Supplies	5,347.86
Whitehall's Alpine BG	Vehicle Repair & Maintenance Supplies	379.21
Collett Enterprises	Gas & Oil	550.21
Fleet Services	Gas & Oil	2,833.92
Glenwood Springs Auto Parts Inc	Gas & Oil	71.12
Gold Supplies Inc.	Communication & Shipping	30.00
Lawson Products	Communication & Shipping	117.07
Mac Equipment Inc	Communication & Shipping	307.90
EC Clerk & Recorder	Dues & Subscriptions	7.03
Holy Cross Energy	Utility Services	372.93
Colorado Mtn. News Media	Recruitment	217.39
Employer's Council Services, Inc.	Recruitment	20.00
Fas-Break Auto Glass	Repair & Maintenance Services	150.00
Mountain Striping, Inc.	Repair & Maintenance Services	17,813.00
Outdoor Services Inc	Repair & Maintenance Services	2,550.00
Town Of Avon	Repair & Maintenance Services	1,080.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	139.10
Total Streets		\$ 47,870.81

Public Safety

CEBT	Health & Life Ins. Payable	25,023.41
Rocky Mountain Reserve LLC	Health & Insurance Benefits	140.00
Amazon	Office Supplies	6.99
Adamson Police Products	Operating Supplies	9.40
Amazon	Operating Supplies	59.99
Galls, LLC	Operating Supplies	315.92
Pocket Press	Operating Supplies	199.80
Salt Lake Wholesale Sports	Operating Supplies	3,824.48
Tri-Tech Forensics Inc	Operating Supplies	123.50
Trophy Case Inc, The	Operating Supplies	262.50
US Cargo Control	Operating Supplies	170.50
Creative Culture Insignia, LLC	Uniforms	95.00
Emblems Inc	Uniforms	300.50
JB T-Shirts Silkscreen & Embroidery	Uniforms	82.00
Skaggs Companies, Inc	Uniforms	1,584.00

Public Safety (Cont.)

Eagle County Fleet Service	Vehicle Repair & Maintenance Supplies	2,122.65
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	111.56
Fleet Services	Gas & Oil	3,121.22
L.N. Curtis & Sons DbA Curtis Blue Line	Equipment (Non-Capital)	15,144.00
Public Safety Store, The	Equipment (Non-Capital)	860.00
Adamson Police Products	Communication & Shipping	10.00
Galls, LLC	Communication & Shipping	7.99
Trophy Case Inc, The	Communication & Shipping	20.00
United Tactical Systems, LLC	Communication & Shipping	50.00
US Cargo Control	Communication & Shipping	19.38
USPS	Communication & Shipping	12.05
AT&T Mobility	Utility Services	718.16
Forensic Truth Verification Group Inc	Recruitment	150.00
Indeed	Recruitment	279.73
Psychological Dimensions, PC	Recruitment	375.00
Hoffman, Parker, Wilson & Carberry PC	Legal	779.00
Eagle County Fleet Service	Repair & Maintenance Services	1,314.60
White Water Express Carwash	Repair & Maintenance Services	92.40
Power DMS Inc	Computer Support	1,197.00
Technovia Consulting	Computer Support	2,553.00
Lexipol LLC	Training & Travel - Grants	2,126.38
Microtel	Training & Travel - Grants	265.20
Dolan Consulting Group LLC	Tuition & Books	95.00
United Tactical Systems, LLC	Tuition & Books	999.95
Eagle County Animal Control	Animal Control	5,270.00
Steven A. Nofziger	Contract Payments	200.00
Transunion Risk & Alternative Data Solut	Contract Payments	200.00
Lexipol LLC	Lexipol Policy	2,706.31
Total Public Safety		\$ 72,998.57

Buildings & Grounds

CEBT	Health & Life Ins. Payable	6,034.82
Rocky Mountain Reserve LLC	Health & Insurance Benefits	46.16
Amazon	Office Supplies	8.98
King Soopers Customer Charges	Office Supplies	13.81
Fastenal Company	Uniforms	660.24
Tractor Supply Company	Uniforms	947.44
Collett Enterprises	Repair & Maintenance Supplies	43.47
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	124.94
Paint Bucket	Repair & Maintenance Supplies	3.09
Pet Pick-Ups	Repair & Maintenance Supplies	720.00
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	26.08
Town Of Avon	Vehicle Repair & Maintenance Supplies	5,850.03
Collett Enterprises	Gas & Oil	351.06
Fleet Services	Gas & Oil	1,128.38
Glenwood Springs Auto Parts Inc	Gas & Oil	79.95
Home Depot Pro	Janitorial Supplies	1,890.77
Mid-American Research Chemical	Janitorial Supplies	125.00

Buildings & Grounds (Cont.)

Mid-American Research Chemical	Communication & Shipping	15.90
Pet Pick-Ups	Communication & Shipping	110.55
Black Hills Energy	Utility Services	3,146.15
Holy Cross Energy	Utility Services	2,774.02
Jerry-master Janitorial	Janitorial Maint. Contracts	2,158.00
Rod's Painting Inc	Repair & Maintenance Services	400.00
Sno-White Linen Rental	Repair & Maintenance Services	427.61
Town Of Avon	Repair & Maintenance Services	1,440.00
Vail Honeywagon	Repair & Maintenance Services	316.13
Venzor Carpet Cleaning	Repair & Maintenance Services	388.88
Total Buildings & Grounds		\$ 29,231.46

Information Center

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

Marketing & Events

CEBT	Health & Life Ins. Payable	2,249.03
Rocky Mountain Reserve LLC	Health & Insurance Benefits	16.35
Yeti's Grind	Promotional Materials	40.00
Ace Hardware	Vehicle Repair & Maintenance Supplies	11.08
Plaquemaker	Communication & Shipping	20.98
Broadcast Music, Inc.	Dues & Subscriptions	391.00
White Water Express Carwash	Repair & Maintenance Services	160.00
Apple.Com	Computer Support	10.88
Canva	Computer Support	12.99
Colorado Mtn. News Media	Media	1,148.00
Colorado Mtn. News Media	Media	860.58
Colorado Mtn. News Media	Media	287.00
Inner Light Juice	Meeting Expense	10.00
Yeti's Grind	Meeting Expense	16.26
Yeti's Grind	Meeting Expense	6.20
Dot Zero Multimedia	Marketing - Website	1,390.00
Plaquemaker	Public Relations	21.00
Capture The Action Productions LLP	Design & Production	4,127.82
Colo High School Cycling League	Events - Mtn Bike Conference Championships	10,000.00
Color Coffee Roasters LLC	Events - MTN RATS	500.00
Downtown Business Alliance	Events - Christmas on Broadway	1,500.00
Ren Event Productions LLC	Events - Farmers Market	2,000.00
Vail Recreation District	Events - Boneyard Boogie	500.00
Amazon	Event Production - Trick or Treat Street	96.96
City Market	Event Production - Townhall Trick or Treat	20.95
Costco	Event Production - Trick or Treat Street	27.98
Dewey Dabbles	Event Production - Flight Days	150.00
Red Canyon Café	Event Production - CO HS Cycling	39.00
Total Marketing & Events		\$ 25,614.06

Engineering

CEBT	Health & Life Ins. Payable	3,808.93
Rocky Mountain Reserve LLC	Health & Insurance Benefits	22.41
Amazon	Office Supplies	8.98
King Soopers Customer Charges	Office Supplies	13.82
Miller, Martha	Uniforms	165.00
Collett Enterprises	Repair & Maintenance Supplies	43.47
Fleet Services	Gas & Oil	132.62
King Soopers Customer Charges	Meeting Expense	34.76
Total Engineering		\$ 4,229.99

Information Technology

CEBT	Health & Life Ins. Payable	621.31
Rocky Mountain Reserve LLC	Health & Insurance Benefits	7.73
Amazon	Office Supplies	124.64
Amazon	Equipment	649.99
SHI International Corp	Equipment (Non-Capital)	3,622.08
Amazon	Communication & Shipping	12.13
Copy Copy	Communication & Shipping	80.00
Century Link	Utility Services	2,389.66
Verizon Wireless, Bellevue	Utility Services	539.95
Aspen Wireless Technologies, Inc.	Computer Support	1,050.00
Performance Enhancements, Inc.	Computer Support	14,604.20
SHI International Corp	Computer Support	3,556.68
City Market	Meeting Expense	7.98
Professional Document Solutions, Inc.	Contract Payments	354.65
Total Information Technology		\$ 27,621.00

Total GENERAL FUND **\$ 277,371.41**

CAPITAL IMPROVEMENTS FUND

Amazon	Town Hall Improvements	65.44
Flying Shoe Arts Inc	Public Art	2,583.83
Norris Design, Inc.	Public Art	5,542.65
Amazon	Project THOR	470.02
Wrap Colorado	Patrol Vehicles	2,200.00
Total CAPITAL IMPROVEMENTS FUND		\$ 10,861.94

WASTE WATER FUND

CEBT	Health & Life Ins. Payable	7,351.92
Rocky Mountain Reserve LLC	Health & Insurance Benefits	53.62
Amazon	Office Supplies	8.98
King Soopers Customer Charges	Office Supplies	13.82
Air Filter Solutions	Repair & Maintenance Supplies	962.78
Collett Enterprises	Repair & Maintenance Supplies	43.47
Fastenal Company	Repair & Maintenance Supplies	258.50
Mid-American Research Chemical	Repair & Maintenance Supplies	305.50
Rexel USA, Inc	Repair & Maintenance Supplies	16.41
Wylaco Supply Co	Repair & Maintenance Supplies	62.28

WASTE WATER FUND (Cont.)

Fleet Services	Gas & Oil	369.20
Grainger	Equipment (Non-Capital)	198.81
106 West Logistics	Communication & Shipping	200.00
Air Filter Solutions	Communication & Shipping	322.40
Mid-American Research Chemical	Communication & Shipping	40.16
Nextrust Inc	Communication & Shipping	400.50
Black Hills Energy	Utility Services	3,496.78
Chase Paymentech	C.C. Transaction Fees	752.70
Xpress Bill Pay	C.C. Transaction Fees	314.92
Hoffman, Parker, Wilson & Carberry PC	Legal & Audit	41.00
LRE Water	Engineering	725.50
Mott Macdonald	Engineering	26,610.00
Denali Water Solutions LLC	Sludge Disposal	2,093.18
DRC Construction Services, Inc.	Sewer Imaging	19,204.55
Utility Notification Center Of Colorado	Repair & Maintenance Services	139.10
SGS North America Inc	Testing & Permits	459.23
USDA Forest Service	Testing & Permits	169.09
Water Technology Group	Contract Payments	15,000.00
Total WASTE WATER FUND		\$ 79,614.40

WATER FUND

CEBT	Health & Life Ins. Payable	8,370.29
Rocky Mountain Reserve LLC	Health & Insurance Benefits	57.03
Amazon	Office Supplies	8.98
King Soopers Customer Charges	Office Supplies	13.82
DPC Industries, Inc.	Operating Supplies	4,948.04
Grainger	Operating Supplies	192.58
Gypsum Eagle Ace Hardware	Operating Supplies	26.97
Amazon	Repair & Maintenance Supplies	158.30
Collett Enterprises	Repair & Maintenance Supplies	43.47
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	14.99
Grainger	Repair & Maintenance Supplies	965.36
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	5,233.80
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	47.81
Wylaco Supply Co	Repair & Maintenance Supplies	62.28
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	52.49
Fleet Services	Gas & Oil	400.59
CH Diagnostic & Consulting Ser, Inc	Communication & Shipping	120.00
Federal Express Corp.	Communication & Shipping	178.53
Nextrust Inc	Communication & Shipping	400.50
United Parcel Service, Inc.	Communication & Shipping	212.33
Amerigas	Utility Services	2,944.08
Black Hills Energy	Utility Services	5,183.87
Employer's Council Services, Inc.	Recruitment	20.00
Chase Paymentech	C.C. Transaction Fees	1,261.88
Xpress Bill Pay	C.C. Transaction Fees	524.86
Hoffman, Parker, Wilson & Carberry PC	Legal	41.00
LRE Water	Engineering	7,475.97

WATER FUND (Cont.)

360 Civil, Inc.	Repair & Maintenance Services	17,000.00
Plumbing Systems Inc.	Repair & Maintenance Services	5,851.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	139.10
Vail Honeywagon	Repair & Maintenance Services	170.43
CH Diagnostic & Consulting Ser, Inc	Testing & Permits	1,770.00
SGS North America Inc	Testing & Permits	1,771.60
Mott Macdonald	Tank Replacement	5,473.45
Mountain Chevrolet LLC	Pickup Trucks	30,591.20
Total WATER FUND		\$ 101,726.60

REFUSE FUND

CEBT	Health & Insurance Benefits	2.00
Nextrust Inc	Communication & Shipping	400.50
Chase Paymentech	C.C. Transaction Fees	177.10
Xpress Bill Pay	C.C. Transaction Fees	76.34
Thermo-Fluids, Inc.	Repair & Maintenance Service	144.72
Vail Honeywagon	Repair & Maintenance Service	352.36
Vail Honeywagon	Contract Services	741.13
Total REFUSE FUND		\$ 1,894.15

STORM SEWER FUND

Chase Paymentech	C.C. Transaction Fees	22.14
Xpress Bill Pay	C.C. Transaction Fees	9.54
Total STORM SEWER FUND		\$ 31.68

SALES TAX CAPITAL IMPROVEMENTS FUND

A To Z Recreation, LLC	Town Park Improvements	937.00
Zehren And Associates, Inc	River Park Improvements	638.08
UMB Bank	Debt Service	105,000.00
UMB Bank	Debt Service Interest	107,968.75
Total SALES TAX CAPITAL IMPROVEMENTS FUND\		\$ 214,543.83

OPEN SPACE FUND

CEBT	Health & Life Ins. Payable	1,069.09
Rocky Mountain Reserve LLC	Health & Insurance Benefits	11.44
Auto Zone, Inc	Vehicle Repair & Maintenance Supplies	31.43
Gypsum Eagle Ace Hardware	Vehicle Repair & Maintenance Supplies	6.99
Fleet Services	Gas & Oil	56.38
Black Diamond Enterprises Inc	Equipment (Non-Capital)	1,517.50
Vail Honeywagon	Repair & Maintenance Services	155.74
CW&H Graphics	Trail Construction	1,806.25
IZone Imaging	Trail Construction	4,872.80
Roadrunner Fabrication Inc	Trail Construction	37,935.00
Total OPEN SPACE FUND		\$ 47,462.62

TOTAL		\$ 733,506.63
PAYROLL		\$ 384,384.43
GRAND TOTAL		\$ 1,117,891.06



To: Mayor Turnipseed and Town Council

From: Peyton Heitzman, Planner, Community Development Department

Date: December 13, 2022

Agenda Item: Resolution 88, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado, Ratifying the Town's Three-Mile Plan Adopted by the Planning and Zoning Commission."

REQUEST:

Staff is requesting the Town Council ratify the adoption of the Three Mile Plan that is an appendix of the Elevate Eagle Comprehensive Plan.

BACKGROUND:

Municipalities in Colorado are required to prepare and adopt a Three Mile Plan prior to annexing property into their territorial boundaries per C.R.S. 31-12-105 et. seq. The Three Mile Plan is a long-range plan that outlines where municipalities intend to annex property and describes how the municipality will ensure the adequate provision of services within the newly annexed territory.

ANALYSIS:

Per state statute, the Town must adopt a Three Mile Plan on an annual basis. Only minor, technical changes have been made to the Three Mile Plan since last year's ratification. The existing Three Mile Annexation Plan can be found in Appendix B (pg. 94) of the Elevate Eagle Comprehensive Plan (2021 Amendment).

COMMUNITY INPUT:

None.

BUDGET / STAFF IMPACT:

There is no budget impact to this motion.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The annual adoption of the Three Mile Plan supports the Strategic Plan's major objective to 'Improve Community Responsive Services'. The Town is providing the community an up-to-date plan through regular re-evaluations and revisions to best meet the needs of the area within the Three Mile Plan.

The Major Objective to 'Stimulate Economic Vitality and Development' is also supported through the adoption of the Three Mile Plan. The Plan in conjunction with the policies in the Elevate Eagle Comprehensive Plan provide residents and non-residents with an understanding of limitations on future annexations.

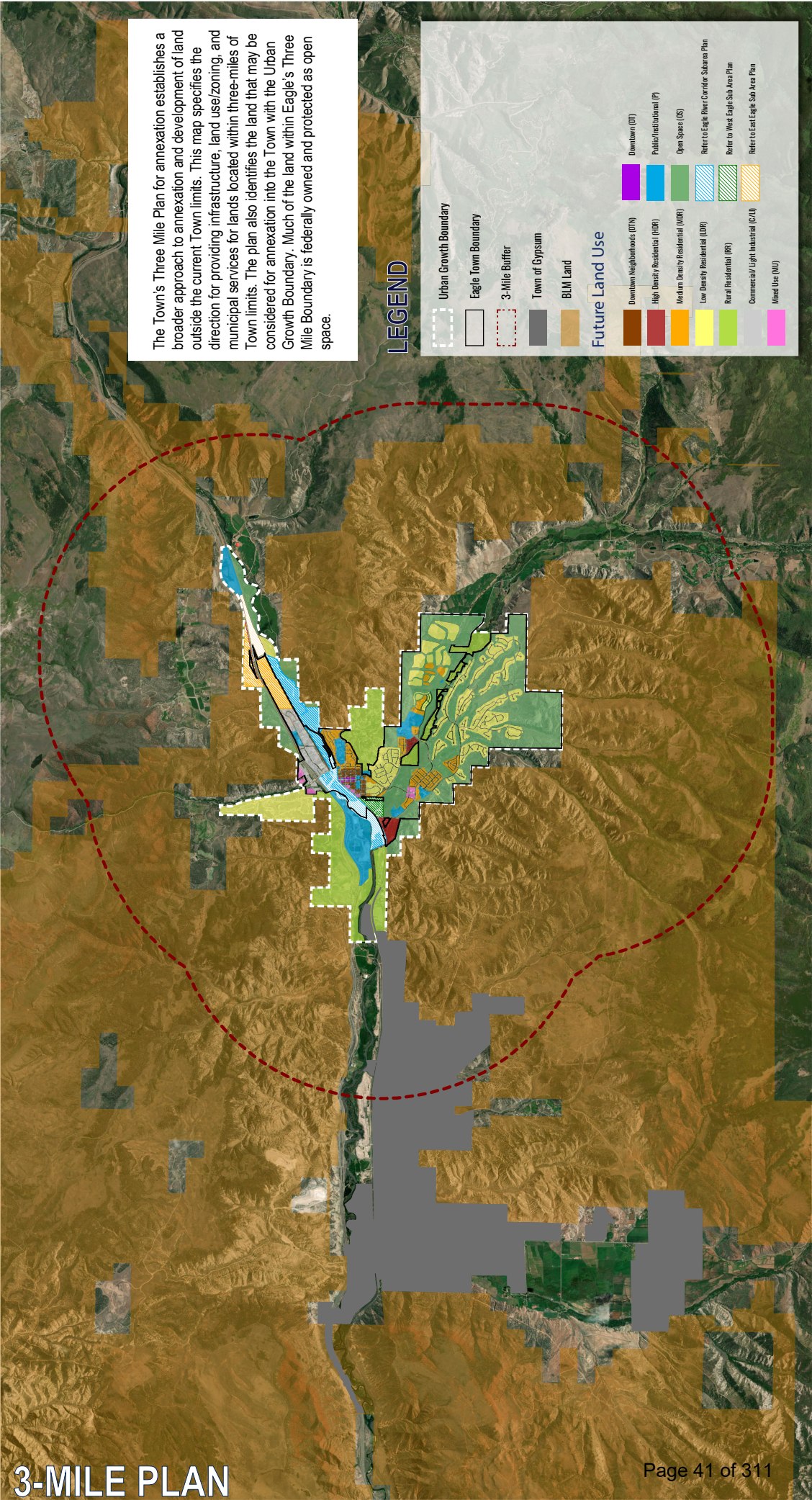
Finally, the Three Mile Plan is supported by the major objective to 'Match Infrastructure to Quality of Life', which encourages Town investment in infrastructure without creating an undue burden on the residents of the Town. The Plan "specifies the direction for providing infrastructure, land use/zoning, and municipal services for lands within three miles of Town limits."

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to **APPROVE** Resolution 88, Series 2022 “A Resolution of the Town Council of the Town of Eagle, Colorado, Ratifying the Town’s Three-Mile Plan adopted by the Planning and Zoning Commission.”

ATTACHMENTS:

- Three Mile Plan
- Resolution 88, Series 2022



The Town's Three Mile Plan for annexation establishes a broader approach to annexation and development of land outside the current Town limits. This map specifies the direction for providing infrastructure, land use/zoning, and municipal services for lands located within three-miles of Town limits. The plan also identifies the land that may be considered for annexation into the Town with the Urban Growth Boundary. Much of the land within Eagle's Three Mile Boundary is federally owned and protected as open space.

LEGEND

Urban Growth Boundary

Eagle Town Boundary

3-Mile Buffer

Town of Gypsum

BLM Land

Future Land Use

Downtown Neighborhoods (DTN)

High Density Residential (HUR)

Medium Density Residential (MUR)

Low Density Residential (LDR)

Rural Residential (RR)

Commercial/Light Industrial (C/LI)

Mixed Use (MU)

Downtown (DT)

Public/Institutional (P)

Open Space (OS)

Refer to Eagle River Corridor Subarea Plan

Refer to West Eagle Sub Area Plan

Refer to east Eagle Sub Area Plan

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 88
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
RATIFYING THE TOWN'S THREE-MILE PLAN ADOPTED BY THE PLANNING AND
ZONING COMMISSION

WHEREAS, pursuant to C.R.S. § 31-12-105(1)(e)(I), the Town must have in place a Three-Mile Plan and such plan must be updated annually.

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

Section 1. The Town's Three Mile Plan is hereby adopted in the form attached hereto.

INTRODUCED, READ, PASSED AND ADOPTED ON DECEMBER 13, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Jessica Lake, Planner, Community Development

Date: December 13, 2022

Agenda Item: Resolution 93, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Development Agreement for 1200 Capitol Street.

REQUEST:

Gold Dust Capitol Partners (the Applicant) is requesting approval of a Development Agreement and associated Performance Guarantee in order to apply for a building permit to construct a mixed-use building at 1200 Capitol Street in Eagle Ranch.

INTRODUCTION:

In October, Gold Dust Capitol Partners submitted an application for a Minor Development Permit, requesting approval to construct a mixed-use building in the Neighborhood Center Commercial District in Eagle Ranch. On December 6th, the Planning and Zoning Commission reviewed the application during a public hearing, listened to staff and applicant presentations, took public comment and approved the application for Minor Development Permit. The Development Agreement is the final step in the approval process, prior to submitting for building permit.

The project at 1200 Capitol is a three-story building, 34-ft in height, with 1,222 sf of office/retail space and 11,175-sf of residential. Parking for this project will be in the parking lot to the rear of the building and is managed by the Eagle Ranch Commercial Association. There are 16 residential units proposed, 8 will be studio apartments and 8 will be two-bedroom units. This is proposed as a for-rent project.

ANALYSIS:

The Development Agreement details the performance guarantee and warranty requirements for this project as well as the fees that are due and when they are required to be paid. This is the first application that has been received by the Town that falls under the 2021 6th Amended PUD Guide and the additional 100 residential units approved as part of the amendment. As such, a fee-in-lieu of water dedication is required of any developers who request to build residential in the Neighborhood Center Commercial District. The Town has committed to providing the development with municipal treated water service once the fee in lieu, plant investment fees and utility connection charges have been paid in full. The dedication of water rights can be found in Section 7 of the Agreement.

P&Z approved the application with two conditions, one for a final review of the lighting plans by the Eagle Ranch DRB and staff and the other for a Right-of-Way (ROW) Permit from Public Works. While both conditions are approved, the one for the resubmittal of the lighting plans has also been included in the DA under Section 6.

Section 11 of the Agreement outlines the fees and dedications associated with the project. The plant investment fees (PIF's) will be determined, reviewed and paid prior to building permit issuance.

COMMUNITY INPUT:

Public comment was received on December 6, 2022 as part of the Public Hearing on this application. There was one comment regarding a concern about the placement of the windows along the north side of the building and whether or not they would look into the adjacent building's windows.

BUDGET / STAFF IMPACT:

This agreement does not impact the budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

There are not any specific alignments with the Strategic Plan for this Agreement.

RECOMMENDED ACTION OR PROPOSED MOTION:

Move to **approve** Resolution 93, Series 2022, A Resolution of the Town Council, of the Town of Eagle, Colorado approving a Development Agreement for 1200 Capitol Street.

ATTACHMENTS:

- Resolution 93, Series 2022
- Development Agreement
- [P&Z Packet – December 6, 2022](#), pgs. 8-93

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 93
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A DEVELOPMENT AGREEMENT FOR 1200 CAPITOL STREET

WHEREAS, Gold Dust Capital Partners, LLC ("Developer") owns the real property with an address of 1200 Capitol Street, Eagle, CO, and more particularly described as Eagle Ranch Filing 30, Lot 1 (the "Property");

WHEREAS, Developer has filed with the Town an application for a Minor Development Permit to construct a mixed-use building on the Property, which is located in the Eagle Ranch Planned Unit Development (the "Application");

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

WHEREAS, the attached Development Agreement satisfies Section 4.06.020 of the Code and sets forth reasonable conditions and requirements to be imposed by the Town upon Developer in relation to the development contemplated by the Application.

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

Section 1. 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 DECEMBER 13, 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 between the TOWN OF EAGLE, COLORADO, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"); and GOLD DUST CAPITAL PARTNERS LLC, a limited liability company with an address of PO Box 1672, Eagle, CO 81631 ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer owns the real property with an address of 1200 Capitol Street, Eagle, CO, and more particularly described as Eagle Ranch Filing 30, Lot 1 (the "Property");

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

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

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

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

SECTION 1 - SCOPE OF THIS AGREEMENT

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 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 A**, attached hereto and incorporated herein by this reference (the "Estimated Costs").

b. At Developer's expense, the Town may make reasonable engineering observations and require testing during construction of the required Public Improvements in such reasonable intervals and upon reasonable notice, as the Town 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.

2.4 Completion.

a. The Public Improvements shall be completed on or before December 30, 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 – LANDSCAPING

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

SECTION 6 – LIGHTING

Developer shall submit to the Town for review and approval a final lighting plan prior to commencing any exterior work. Developer shall obtain final approval by the Eagle Ranch Design Review Board (the “DRB”) prior to submission to the Town. Developer shall install, at its sole cost and expense, all lighting shown in said lighting plan.

SECTION 7 - WATER AND WASTEWATER SERVICE

7.1 Dedication of Water Rights. In the Sixth Amendment to the Eagle Ranch PUD Guide, Eagle Ranch Homeowners’ Association acknowledged that the water rights originally dedicated to the Town were not sufficient to allow for the additional 100 units approved. This development represents 16 units of the additional 100. Developer shall pay to the Town \$7,000 per unit cash in lieu of the water rights dedication in order to obtain a letter from the Town acknowledging the ability to serve the Development.

7.2 Water Service. Upon and the payment of the cash in lieu of water rights dedication, payment of applicable plant investment fees and utility connection charges as set forth in the Code and connection of the Development to the Town’s potable water system, the Town shall provide municipal treated water service to the Development. The plant investment fees shall be fully paid prior to the issuance by the Town of a building permit for the Development.

7.3 Wastewater Collection System Connection. Developer, at its sole cost and expense, shall connect the private wastewater collection lines serving the Development to the Town’s wastewater collection system.

7.4 Wastewater Service. Upon connection of the Development’s private wastewater collection lines to the Town’s wastewater collection system and the payment of applicable plant investment fees pursuant to the Code, 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 for the Development.

SECTION 8 - PERFORMANCE GUARANTEE

8.1 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.

8.2 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.

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

8.4 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.

8.5 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.

8.6 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.

8.7 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 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.

9.2 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.

9.3 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.

9.4 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 10 - REIMBURSEMENT OF COSTS

10.1 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 Minor Development Permit application. Said costs shall be paid in full prior to the issuance of the Minor Development Permit.

10.2 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 11 – FEES AND DEDICATIONS

11.1 Street Improvement Fee. In accordance with Section 4.13.220 of the Code, Developer shall pay to the Town the sum of \$11,577.55 for street improvement fees for the Development, prior to the issuance of the Minor Development Permit.

11.2 Fire Protection Impact Fees. In accordance with Section 4.13.230 of the Code, Developer shall pay to the Town the sum of \$19,367.34 for fire protection impact fees for the Development, prior to the issuance of a Minor Development Permit.

11.3 Public Safety Impact Fees. In accordance with Section 4.13.250 of the Code, Developer shall pay to the Town the sum of \$22,923.10 for public safety impact fees for the Development, prior to the issuance of a Minor Development Permit.

11.4 Water Rights Dedication Fees. In accordance with Section 4 of the Sixth Amended PUD Guide for Eagle Ranch, Developer shall pay to the Town the sum of \$112,000 for the dedication of water rights for the Development, prior to the issuance of a Minor Development Permit.

11.5 School Land Dedication Fee. In accordance with Section 4.13.080 of the Code, Developer has met the requirement for school land dedication.

11.6 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 12 – BREACH AND REMEDIES

12.1 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.

12.2 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.

12.3 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 13 - MISCELLANEOUS

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

13.2 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.

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

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

13.9 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

DEVELOPER

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this _____ day of _____, 2022, by
_____ as _____ of Gold Dust Capital Partners, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____
Notary Public



To: Mayor and Town Council

From: Cliff Simonton, Senior Planner
Town of Eagle Community Development

Date: December 13, 2022

Agenda Item: Resolution 90, Series 2022, "A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING THE FIRST AMENDMENT TO THE PRE-DEVELOPMENT AGREEMENT WITH EAGLE MEADOWS"

REQUEST:

Approval of an amendment to the pre-development agreement for properties owned by Eagle Meadows Colorado LLC located within the East Eagle Sub Area Plan boundary, extending the deadline for the rezoning of the properties by one month from January 25, 2023 to February 28, 2023.

BACKGROUND:

On September 27, 2022, Town Council approved Resolution 80, Series 2022, which approved a pre-development agreement outlining responsibilities for the Town of Eagle and Eagle Meadows Colorado, LLC prior to the submittal of land use applications in the East Eagle Area. One of the Town's responsibilities was the assignment of zoning to the East Eagle properties by January 25, 2023. This target date assumed the completion of the Town's ReCode project by the end of 2022, as that effort would provide one or more zone districts consistent with the purposes and intents of the East Eagle Sub-area Plan. The ReCode project has been subsequently delayed and is now projected for completion in May or June.

The current position of Eagle Meadows Colorado LLC is that they do not want to wait until the new Code has been adopted, and they have requested zoning consistent with the East Eagle Sub-area Plan be applied as soon as possible. This requires a code amendment, inserting an Interstate Commercial zone district into the Town's current code. A draft of this new district has been completed and will be presented to the P&Z and the Council in a code amendment proposal at scheduled meetings in January. This code amendment process step was not previously anticipated and rendered the January 25 date unattainable. Staff has negotiated an extension of the deadline to February 28, 2023, and to this end an amendment to the pre-development agreement is necessary.

ANALYSIS:

Based on the discussions between the landowners, staff, and the Town Attorney, this amendment to the pre-development agreement extending the time frame for application of zoning to the properties owned by Eagle Meadows Colorado LLC. is reasonable and necessary to meet the agreement objectives. As such, it is being presented to Town Council for consideration.

COMMUNITY INPUT:

None

BUDGET / STAFF IMPACT:

As outlined in the agreements

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

No Strategic Plan objectives are met through this amendment to a previous agreement.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to approve Resolution 90, Series 2022, A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING THE FIRST AMENDMENT TO THE PRE-DEVELOPMENT AGREEMENT WITH EAGLE MEADOWS.

ATTACHMENTS:

- First amendment to the Pre-development Agreement
- Resolution 90, Series 2022

FIRST AMENDMENT TO PRE-DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO PRE-DEVELOPMENT AGREEMENT (the "First Amendment") is made and entered into this ____ day of _____, 2022 (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and Eagle Meadows Colorado, LLC, a Colorado limited liability company with an address of 232 West Meadow Drive, Vail, CO 81657 ("EMC") (each a "Party" and collectively the "Parties").

WHEREAS, on September 27, 2022, the Parties entered into a Pre-Development Agreement (the "Agreement"), a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Parties wish to extend a deadline in the Agreement.

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

1. Section 3.a. of the Agreement is hereby amended to read as follows:
 - a. *Rezoning*. On or before February 28, 2023, the Town, at its own cost, shall finalize and act on an application to rezone the Property, which zoning shall comply with the East Eagle Sub-area Plan.
2. All other provisions of the Agreement shall remain in full force and effect as written.

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EAGLE MEADOWS COLORADO, LLC

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My Commission expires:

(SEAL)

Notary Public

EXHIBIT A

PRE-DEVELOPMENT AGREEMENT

THIS PRE-DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the 27th day of Sept., 2022 (the "Effective Date"), by and between the TOWN OF EAGLE, COLORADO, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and EAGLE MEADOWS COLORADO LLC, a Colorado limited liability company with an address of 232 West Meadow Drive, Vail, CO 81657 ("EMC") (each a "Party" and collectively the "Parties").

WHEREAS, EMC owns the real property more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property");

WHEREAS, the Property was annexed to the Town on September 15, 2006, subject to an Annexation Agreement recorded with Eagle County under Reception No. 200625191 (the "AA"); and

WHEREAS, Red Mountain Ranch Partnership LLLP ("RMR") owns the real property adjacent to the Property, as shown on Exhibit A, including Parcel A (Parcel# 193927400041) and Parcel F (Parcel #193927300040);

WHEREAS, Parcels A and F have not been annexed to the Town;

WHEREAS, EMC and RMR intend to develop the Property, along with the real property owned by RMR (the "Development");

WHEREAS, the Parties wish to set forth their understanding of the terms and conditions upon which the Development will proceed.

NOW, THEREFORE, 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:

1. Term and Termination. This Agreement shall commence on the Effective Date, and shall continue until an application for a Development Permit is filed for the Property, or the execution of a Development Agreement outlining more specifically the terms and conditions of the Development, whichever occurs first. If an application for a Development Permit is not filed within 3 years of the effective date of the annexation of Parcels A and F, as shown on Exhibit A, this Agreement shall automatically terminate without further action of the Parties. If Parcels A and F are not annexed by January 25, 2025, this Agreement shall automatically terminate without further action of the Parties.
2. Reserved Rights. Nothing in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its residents.

3. Town's Obligations.

a. *Rezoning.* On or before January 25, 2023, the Town, at its own cost, shall finalize and act on an application to rezone the Property, which zoning shall comply with the East Eagle Sub-area Plan.

b. *Water.* Provided that EMC complies with all provisions of this Agreement and the AA, the Town shall use its best efforts to, at its own cost, design and construct the water storage tank, including the associated pipelines, booster pumps, access road and other appurtenances necessary to serve the Development within 2 years of the effective date of the annexation of Parcels A and F. Nothing in this Agreement shall prohibit the Town from imposing increased tap fees at the time of building permit issuance to recover costs associated with the water storage tank.

4. EMC's Obligations.

a. *Consent.* Upon completion of the rezoning application prepared by the Town and prior to submittal, EMC shall execute a letter authorizing the Town to rezone the Property.

b. *Subdivision.* Within 180 days of the effective date of the rezoning, EMC shall submit an application to subdivide the Property in accordance with the AA.

c. *Water Tank.* EMC shall convey to the Town, at no cost, all property and easements necessary for the construction of the water storage tank, the access road and the associated pipelines, booster pumps, and other appurtenances.

d. *Construction of Public Improvements.* Except as expressly provided herein, EMC shall construct and install all public improvements required for the Development in accordance with the AA, the zoning of the property, the to-be-negotiated Development Agreement, the Town's applicable ordinances, codes and regulations and all other applicable law.

e. *Compliance with Law.* EMC 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.

5. Transportation Issues.

a. *Chambers Road.* EMC shall, at EMC's cost, finalize the design of the Chambers Road extension, including water and sewer mains, drainage system, and other underground utilities.

b. *Interchange.* EMC shall work in good faith with the Town in identifying and securing construction funding for the East Eagle Interchange (the "Interchange"), including without limitation the formation of a metropolitan district with bonding capacity, urban renewal, pursuit of state and federal funding, and EMC contributions. EMC shall convey to the Town, at no cost, all property and easements necessary for construction of the Interchange. EMC agrees and acknowledges that no Development Permit for any development that creates a need for the Interchange will be issued by the Town until full funding for the Interchange has been secured.

c. *Railroad Crossings.* EMC shall be solely responsible, at EMC's cost, for applying to the Colorado Public Utilities Commission for any necessary rail crossing permits. The Town agrees not to object to such applications, but EMC acknowledges that, even without objection, the application for such permits may cause substantial delay to the Development. EMC acknowledges and agrees that no Development Permit will be issued by the Town until all necessary rail crossing permits have been issued by the PUC.

6. Indemnification. EMC 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, in connection with, or on account of the performance of work in the Development by EMC, or its agents, contractors or employees pursuant to this Agreement, except to the extent any such claims, costs or liability arises from the negligent or intentional act or omission of the Town. EMC's obligation to indemnify the Town shall survive termination of this Agreement.

7. Remedies.

a. *Town.* The Town's remedies against EMC for EMC's breach of this Agreement include without limitation: the refusal to issue any Development Permit; the refusal to issue any building permit or certificate of occupancy; the revocation of any building permit in which was previously issued, but under which construction directly related to such building permit has not commenced; and any other remedy available at law.

b. *EMC.* EMC's remedies against the Town for the Town's breach of this Agreement are limited exclusively to breach of contract. In no event shall EMC be entitled to specific performance, economic damages, lost profits, consequential damages or punitive damages of any kind.

c. *Notice.* In the event of a breach by either Party, the non-breaching Party shall deliver written notice to the breaching Party of such breach and the breaching Party shall have 30 days from the date of such notice to cure the breach. If the breach is not cured, the non-breaching Party is entitled to the remedies specified above.

d. *Attorney Fees and Costs.* If any Party to this Agreement is required to commence legal action to enforce this Agreement, each Party shall be responsible for its own attorney fees and expenses in connection with such action.

8. Miscellaneous.

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

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

c. *Integration.* Other than the AA, which shall remain in full force and effect, this Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

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

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

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

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

h. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other, which consent shall not be unreasonably withheld.

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

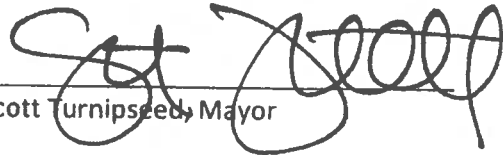
j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory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

k. *Recordation.* This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder.

l. *Covenants.* The provisions of this Agreement shall be binding on all subsequent owners of the Property as covenants running with the Property, to be released only by the Town, unless this Agreement is otherwise terminated in accordance with its terms or by any Party pursuant to the terms of this Agreement. The benefits and burdens of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest to the Parties to this Agreement, except as otherwise provided herein.

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

TOWN OF EAGLE, COLORADO


Scott Turnipsseed, Mayor

ATTEST:


Jenny Rakow, Town Clerk



EAGLE MEADOWS COLORADO LLC


Mervyn Capin, manager & member

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

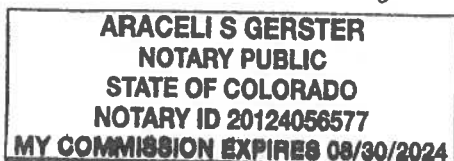
Subscribed and sworn to before me this 30 day of September, 2022, by
Mervyn Capin as manager and member of EAGLE MEADOWS COLORADO LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

August 30 2024


Notary Public



TOWN OF EAGLE, COLORADO
RESOLUTION NO. 90
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING THE FIRST AMENDMENT TO THE PRE-DEVELOPMENT AGREEMENT
WITH EAGLE MEADOWS

WHEREAS, on September 27, 2022, the Parties entered into a Pre-Development Agreement (the "Agreement"); and

WHEREAS, the Parties wish to extend a deadline in the Agreement.

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

Section 1. The First Amendment to Pre-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 First Amendment on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON DECEMBER 13, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Jessica Lake, Planner, Community Development

Date: December 13, 2022

Agenda Item: Resolution 91, Series 2022, A Resolution of the Town Council of the Town of Eagle Colorado Approving a Developer Commitments Agreement for the Haymeadow Property

REQUEST:

The Applicant's attorney put together this Developer Commitment based on Conditions of Approval from the 2021 PUD Amendment and is requesting approval by Town Council.

INTRODUCTION:

In November of 2021, Town Council approved the 3rd Amended PUD Guide for Haymeadow. This approval included 14 conditions of approval (COAs). Over the past year, staff and the applicant have been working together to ensure that all the COAs are met or that we have agreements in place to ensure that they are met. This Developer Commitments Agreement is required to address COAs 11-13.

ANALYSIS:

This Agreement describes COAs 11-13 as they are written in Ordinance 13, Series 2021:

Language from Ordinance 13, Series 2022	Language from Developer Commitment
11. The application for the Development Plan for the RMF-1 portion of Neighborhood A1 shall include the following timing for the construction of dwelling units: the developer will start construction of at least 24 units within 12 months following approval of RMF-1, at least 48 units (cumulatively) within 24 months following approval of RMF-1, and at least 72 units (cumulatively) within 36 months following approval of RMF-1. Start of construction of a unit shall mean the actual, physical, vertical construction of dwelling units, not simply civil infrastructure. The ADA and/or PUD Guide shall be amended to reflect this condition.	a. The Development Permit for the RMF-1 portion of Neighborhood A1 (the "RMF-1 Permit") shall include the following condition: Developer shall commence construction of at least 24 dwelling units within 12 months following approval of the RMF-1 Permit, at least 48 dwelling units (cumulatively) within 2 years following approval of the RMF-1 Permit, and at least 72 dwelling units (cumulatively) within 3 years following approval of the RMF-1 Permit. "Commence construction" means the actual, physical, vertical construction of a building containing one or more dwelling units, not simply civil infrastructure.
12. The developer will commit to selling thirty (30) Resident Occupied (RO) deed restricted units	b. Developer shall sell 30 resident-occupied, deed-restricted units in Haymeadow over and above the

within Haymeadow over and above the existing LERP requirements. The thirty (30) RO units will be offered for sale for twenty (20) days prior to the listing for sale of the 150th unit within Haymeadow. After the twenty (20) days, the units may be offered for sale without the RO deed restriction but Developer will still be obligated to sell the thirty (30) RO units before full buildout of Haymeadow. The RO deed restriction will require that any unit offered for sale first be offered for sale to Town of Eagle Residents for twenty (20) days, after which the unit may be offered for sale to any Eagle County Resident.	existing LERP requirements (the "RO Units") prior to the listing for sale of the 150th dwelling unit in Haymeadow. The deed restriction for the RO Units shall require that any dwelling unit offered for sale first be offered for sale to residents of the Town for 30 days, after which the dwelling unit may be offered for sale to any resident of Eagle County.
13. The first seventy-two (72) units within Haymeadow will all be offered for sale by the Developer. If any unit is not sold within sixty (60) days of listing, the Developer may rent that unit for no more than a two (2) year period.	c. The first 72 units within Haymeadow will all be offered for sale by the Developer. If any unit is not sold within 60 days of listing, the Developer may rent that unit for no more than a 2-year period.

This agreement was drafted by the applicant's attorney and reviewed by the applicant, Town staff, and the Town Attorney. Any modifications between the COAs and the Agreement are in the Town's favor and staff does not have any concerns.

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

This request has no budget impact.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The request does not align with any specific strategies.

RECOMMENDED ACTION OR PROPOSED MOTION:

Move to **approve** Resolution 91, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Developer Commitments Agreement for the Haymeadow Property".

ATTACHMENTS:

- Resolution 91, Series 2022
- Developer Commitments Agreement
- Ordinance 13, Series 2021

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 91
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A DEVELOPER COMMITMENTS AGREEMENT FOR THE HAYMEADOW
PROPERTY

WHEREAS, on November 9, 2021, the Town approved an application for an amendment to the existing Planned Unit Development for the Property (the "PUD Amendment"), which PUD Amendment requires the developer of the Haymeadow property (the "Developer") and the Town to swap a 6.5-acre portion of Tract E for 8-acres in Neighborhood C; and

WHEREAS, the approval of the PUD Amendment contemplated the execution of an agreement to materialize the commitments made by the Developer to the Town.

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

Section 1. The Developer Commitments 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 Developer Commitments Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON DECEMBER 13, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEVELOPER COMMITMENTS AGREEMENT
(8-Acre Town Parcel)

THIS DEVELOPER COMMITMENTS AGREEMENT (the "Agreement") is entered into and made effective as of the ____ day of _____, 2022 (the "Effective Date"), by and between the TOWN OF EAGLE a Colorado municipal corporation with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and ABRIKA PROPERTIES, LLC, a Florida limited liability company with an address of 8250 Southwest 27th Avenue, Ocala, FL 34476 ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, the Town owns the real property described as Tract E, Haymeadow Filing 1, according to the plat thereof recorded May 24, 2019 as Reception No. 201907561, Eagle County, Colorado (the "Tract E");

WHEREAS, Developer owns the real property described as Lots 1-15 and Tracts RMF-1, RMF-2, RMF-3, RMF-4, X and Z, Haymeadow Filing 1, according to the plat thereof recorded May 24, 2019 as Reception No. 201907561, Eagle County, CO (the "Property");

WHEREAS, on March 25, 2014, the Parties entered into an agreement entitled "Agreement Relating to the Annexation and Development of Property Known as the Haymeadow Parcel A, Parcel B, and Parcel C Additions to the Town of Eagle, Colorado, Also Known as the Haymeadow PUD", which ADA was recorded on May 30, 2014, at Reception No. 201408816, and which has been previously amended (collectively, the "ADA");

WHEREAS, on November 9, 2021, the Town approved an application for an amendment to the existing Planned Unit Development for the Property (the "PUD Amendment"), which PUD Amendment requires Developer and the Town to swap a 6.5-acre portion of Tract E for 8-acres in Neighborhood C; and

WHEREAS, that approval of the PUD Amendment contemplated the signing of an agreement whereby the Parties would memorialize the commitments made by the Developer to the Town.

NOW, THEREFORE, 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:

1. Developer's Obligations. Developer agrees to the following:

a. The Development Permit for the RMF-1 portion of Neighborhood A1 (the "RMF-1 Permit") shall include the following condition: Developer shall commence construction of at least 24 dwelling units within 12 months following approval of the RMF-1 Permit, at least 48 dwelling units (cumulatively) within 2 years following approval of the RMF-1 Permit, and at least 72 dwelling units (cumulatively) within 3 years following approval of the RMF-1 Permit. "Commence

construction" means the actual, physical, vertical construction of a building containing one or more dwelling units, not simply civil infrastructure.

b. Developer shall sell 30 resident-occupied, deed-restricted units in Haymeadow over and above the existing LERP requirements (the "RO Units") prior to the listing for sale of the 150th dwelling unit in Haymeadow. The deed restriction for the RO Units shall require that any dwelling unit offered for sale first be offered for sale to residents of the Town for 30 days, after which the dwelling unit may be offered for sale to any resident of Eagle County.

c. The first 72 units within Haymeadow will all be offered for sale by the Developer. If any unit is not sold within 60 days of listing, the Developer may rent that unit for no more than a 2 year period.

2. ADA. This Agreement shall not affect or modify any term of the ADA; provided that, if a conflict arises between this Agreement and the ADA, this Agreement shall control. A failure of Developer to perform any of its obligations under this Agreement shall constitute a default under the ADA.

3. Miscellaneous.

a. *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.

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

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

d. *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.

e. *Governmental Immunity*. Nothing herein shall be construed as a waiver of any protections or immunities of 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.

f. *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.

g. *Integration*. This Agreement constitutes 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, other than the ADA.

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

ABRIKA PROPERTIES, LLC

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

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

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 13
(Series of 2021)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A MAJOR PUD AMENDMENT TO SWAP APPROXIMATELY 6.5 ACRES
OF THE RECREATIONAL LAND PORTION OF TRACT E FOR MULTI-FAMILY
DEVELOPMENT AND TO DEDICATE AN 8 ACRE PARCEL FOR FUTURE
RECREATIONAL USES FOR THE HAYMEADOW PUD

WHEREAS, ABRIKA Properties, LLC and the Town own the real property located in Tracts E, 37, 38, 44, 55, 59, 61, 62 and 63, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on August 26, 2021, Rick Pylman (the "Applicant") submitted an application for a major amendment to the PUD to exchange or swap approximately 6.5 acres of Tract E for 8 acres of land within Neighborhood C (the "Application");

WHEREAS, on September 21, 2021, the Planning and Zoning Commission held a properly-noticed public hearing on the Application and recommended that the Town Council deny the application;

WHEREAS, on October 12, 2021 and November 9, 2021, the Town Council held properly-noticed public hearings on the Application; and

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

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

Section 1. The Town Council finds that the Application complies with 4.11 of the Land Use and Development Code and the 2020 Elevate Eagle Comprehensive Plan.

Section 2. Based on the foregoing findings, the Town Council hereby approves the major PUD amendment to swap 6.5 acres of the recreational site for 8 acres of land in Neighborhood C, subject to the following conditions:

1. The PUD amendment shall include:

a. The applicant obtaining 6.5 acres of Tract E in exchange for the dedication of 8 acres to the Town of Eagle in Neighborhood C for recreational purposes as described in the Haymeadow PUD Guide.

b. Transference of 72 multifamily units from Neighborhoods B and C to Neighborhood A1.

c. The 72 transferred units shall include an additional 10% deed restricted units limiting them to occupancy by Town of Eagle residents.

d. Other approved elements as described in the applicant's narrative or as reflected in the Town Council minutes.

2. Prior to conveyance of the 6.5-acre portion of Tract E from the Town of Eagle to Abrika, the 8-acre tract in Neighborhood C shall be platted and dedicated accordingly.

3. Prior to submittal of the Final Plat application or a Development Permit application (or the next step in the PUD approval process), the applicant shall work with Town Staff and Attorneys to determine whether the Annexation and Development Agreement is required to be amended to maintain consistency with this PUD amendment.

4. Prior to submittal of a Final Plat application or a Development Permit application (or the next step in the PUD approval process), the applicant shall work with Colorado Parks and Wildlife and create a Wildlife Mitigation Plan.

5. All additional details associated with the LERP units shall be evaluated at the time of the Major Development Permit review (or the next step in the PUD approval process).

6. Included with the application for a Development Permit (or the next step in the PUD approval process), developer shall submit a Joint Excavation Plan to comply with the Town's recently passed Joint Excavation Ordinance, identifying the steps taken to install conduits and their dedication for future broadband utilities planning to serve the development.

7. Included with the application for a Development Permit (or the next step in the PUD approval process), developer shall submit documentation detailing potable water and non-potable water changes in use, quantity, pressure, etc. expected from the proposed use changes, especially as it relates to irrigation.

8. Included in the application for the Final Plat, the applicant shall document the age of all reports referenced in the PUD amendment application, disclose what assumptions of these studies are no longer accurate, include new data (if available), and submit new or updated reports if needed.

9. In the application for Development Permit (or the next step in the PUD approval process) the applicant shall provide documentation that the existing on and off-site stormwater system of pipes, ditches, basins, etc. are capable of accommodating the flow for any new development.

10. Developer will complete the Sylvan Lake Rd & Brush Creek Rd roundabout within three (3) years following approval of this PUD Amendment or, if earlier, before the first Certificate of Occupancy is issued on the 6.5-acre portion of Tract E. An

administrative extension may be approved without notice for a period up to an additional 12 months if it is proven that the improvements have been substantially complete, hardships have occurred, and additional time is required for completion. The ADA and/or PUD Guide shall be amended to reflect this condition.

11. The application for the Development Plan for the RMF-1 portion of Neighborhood A1 shall include the following timing for the construction of dwelling units: the developer will start construction of at least 24 units within 12 months following approval of RMF-1, at least 48 units (cumulatively) within 24 months following approval of RMF-1, and at least 72 units (cumulatively) within 36 months following approval of RMF-1. Start of construction of a unit shall mean the actual, physical, vertical construction of dwelling units, not simply civil infrastructure. The ADA and/or PUD Guide shall be amended to reflect this condition.

12. The developer will commit to selling thirty (30) Resident Occupied (RO) deed restricted units within Haymeadow over and above the existing LERP requirements. The thirty (30) RO units will be offered for sale for twenty (20) days prior to the listing for sale of the 150th unit within Haymeadow. After the twenty (20) days, the units may be offered for sale without the RO deed restriction but Developer will still be obligated to sell the thirty (30) RO units before full buildout of Haymeadow. The RO deed restriction will require that any unit offered for sale first be offered for sale to Town of Eagle Residents for twenty (20) days, after which the unit may be offered for sale to any Eagle County Resident.

13. The first seventy-two (72) units within Haymeadow will all be offered for sale by the Developer. If any unit is not sold within sixty (60) days of listing, the Developer may rent that unit for no more than a two (2) year period.

14. Prior to conveyance of the 6.5-acre portion of Tract E from the Town of Eagle to Abrika; The Town of Eagle and Abrika shall enter into an agreement outlining Abrika's timing and commitment to extend road and utility improvements to the proposed 8-acre recreation site as generally described below:

a. The developer will submit engineering plans for the Access & Utilities to the 8-acre parcel within twelve (12) months following approval of this PUD Amendment. TOE agrees to review and approve those plans but withhold issuance of any permits until issuance is requested by the Developer to meet its obligations below. "Access & Utilities" - Shall refer to (1) a turn lane off Brush Creek Road and the extension of Ouzel lane along the western border of the 8-acre parcel to the base of the future roundabout, (2) an extension of the Filing 1 sanitary sewer main as shown in exhibit __, (3) an extension of electric, phone, broadband, and gas (if required by the TOE) from Brush Creek Road as shown in exhibit __, and (4) if required by the proposed use, installation of the water tank at the alternate location with a water main extension from the tank to the existing water main at the intersection of Ouzel Lane and Sylvan Lake Road as shown in exhibit __

b. The developer will begin construction of the Access & Utilities by May 15th of the next calendar year following receipt of Notice from the Town of the filing of a Major Development Permit to develop the 8-acre parcel. Developer will substantially complete the work by November 15th of the year in which construction begins. I.e., if the Town provides Notice of filing of a Major Development Permit in 2023, construction would begin by May 15th 2024 and be done by November 15th 2024.

INTRODUCED, READ, PASSED AND ADOPTED ON NOVEMBER 9, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Jessica Lake, Planner, Community Development

Date: December 13, 2022

Agenda Item: Resolution 92, Series 2022, A Resolution of the Town Council of the Town of Eagle Colorado Approving the Fourth Amendment to the Annexation and Development Agreement for the Haymeadow Property

REQUEST:

The Applicant is requesting approval for a Resolution authorizing the 4th Amendment to the Haymeadow Annexation and Development Agreement (ADA).

INTRODUCTION:

In November of 2021, Town Council approved the 3rd Amended PUD Guide for Haymeadow. This approval included 14 conditions of approval (COAs). Over the past year, staff and the applicant have been working together to ensure that all the COAs are met or that we have agreements in place to see that they are met. The proposed 4th Amendment to the ADA would update Section 10.3 to align with COA #10. The other component of this ADA Amendment is to replace Exhibit G of the ADA with Exhibit G-1.

ANALYSIS:

The COA to amend Section 10.3 of the ADA reads as follows: “Developer will complete the Sylvan Lake Rd & Brush Creek Rd roundabout within three (3) years following approval of this PUD Amendment or, if earlier, before the first Certificate of Occupancy is issued on the 6.5-acre portion of Tract E. An administrative extension may be approved without notice for a period up to an additional 12 months if it is proven that the improvements have been substantially complete, hardships have occurred, and additional time is required for completion. The ADA and/or PUD Guide shall be amended to reflect this condition.” The applicant is working with Public Works on the roundabout plans and on obtaining a grading permit and a right-of-way permit.

The second component of the ADA Amendment was not listed as a condition of approval but is necessary based on other requirements of the ADA. Exhibit G – The LERP Plan, includes a chart at the end, which distributes the LERP units throughout the neighborhoods. When Council agreed to swap multi-family units in Neighborhood C and move them to Neighborhood A1, we needed to amend the LERP Plan to update the distribution of units.

Exhibit G – LERP Distribution Table (Existing)		Exhibit G-1 – LERP Distribution Table (Proposed)	
Neighborhood	# LERP Units	Neighborhood	# LERP Units

A1	25	A1	41
A2	22	A2	22
B	21	B	21
C	16	C	0
D	0	D	0
TOTAL	84	TOTAL	84

The language in the LERP Plan was also modified to reflect this change and to bring the language up to date. The Town attorney and the applicant have reviewed these documents and are in agreement on the proposed amendment.

A provision for how rentals would be handled was added in the last paragraph of the Amended LERP Plan, in the event that the developer decides to rent units based on the market. When the ADA was approved, it was not contemplated that rentals could be an option or would be subject to the Town's LERP requirements.

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

This request has no budget impact.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This request does not align with any specific strategies.

RECOMMENDED ACTION OR PROPOSED MOTION:

Move to **approve** Resolution 92, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Fourth Amendment to the Annexation and Development Agreement for the Haymeadow Property".

ATTACHMENTS:

- Resolution 92, Series 2022
- Fourth Amendment to the Annexation and Development Agreement
- Exhibit G – Local Employee Residency Plan dated March 25, 2014
- Ordinance 13, Series 2021

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 92
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING THE FOURTH AMENDMENT TO THE ANNEXATION AND
DEVELOPMENT AGREEMENT FOR THE HAYMEADOW PROPERTY

WHEREAS, on March 25, 2014, the Parties entered into an agreement entitled “Agreement Relating to the Annexation and Development of Property known as the Haymeadow Parcel A, Parcel B, and Parcel C Additions to the Town of Eagle, Colorado, also known as the Haymeadow PUD” (the “ADA”), which ADA was recorded on May 30, 2014, at Reception No. 201408816;

WHEREAS, the Town and Developer have agreed to amend the Annexation and Development Agreement as set forth in the Fourth Amendment to Annexation and Development Agreement (the “Fourth Amendment”) attached hereto as Exhibit A and incorporated herein by this reference.

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

Section 1. The Fourth Amendment to the Annexation and 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 Fourth Amendment on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON DECEMBER 13, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

FOURTH AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT

This FOURTH AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT (the "Fourth Amendment") is entered into as of _____, 2022 (the "Effective Date"), by and between the TOWN OF EAGLE, COLORADO, a Colorado municipal corporation (the "Town"); and ABRIKA PROPERTIES, LLC, a Florida limited liability company ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, on March 25, 2014, the Parties entered into an agreement entitled "Agreement Relating to the Annexation and Development of Property Known as the Haymeadow Parcel A, Parcel B, and Parcel C Additions to the Town of Eagle, Colorado, also known as the Haymeadow PUD", which ADA was recorded on May 30, 2014, at Reception No. 201408816 (the "ADA");

WHEREAS, on February 27, 2018, the Parties entered into the First Amendment to Annexation and Development Agreement;

WHEREAS, on March 12, 2019, the Parties entered into the Second Amendment to Annexation and Development Agreement;

WHEREAS, on February 8, 2022, the Parties entered into the Third Amendment to Annexation and Development Agreement;

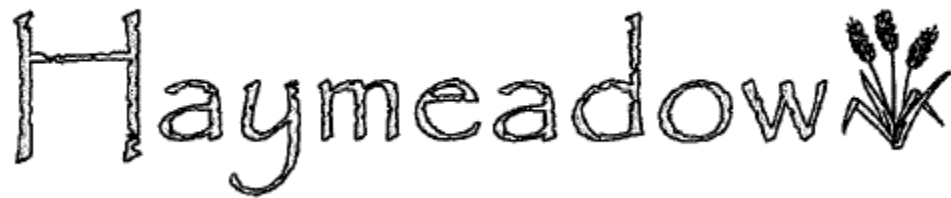
WHEREAS, on November 9, 2021, the Town Council approved the second amendment to the Planned Unit Development for the property described in the ADA, and at the associated public hearing, Developer voluntarily agreed to comply with certain conditions related to the Haymeadow Development; and

WHEREAS, based on those conditions, the Parties wish to amend the ADA again.

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 Town and Abrika agree as follows:

1. Section 10.3 of the ADA is hereby deleted and replaced with the following:

10.3 Sylvan Lake Road/Meadowlark/Brush Creek Road Realignment and Roundabout Intersection. Developer or Metropolitan District shall, at its sole cost and expense, design and construct the Sylvan Lake Road/Meadowlark/Brush Creek Road realignment and roundabout intersection as generally depicted in the engineering drawings submitted with the PUD Development Plan application, dated December 2013. These improvements shall be completed by November 8, 2024, or before the first Certificate of Occupancy is issued on the 6.5-acre portion of Tract E exchanged as part of the November 9, 2021 PUD Amendment, whichever occurs first. The Town may, in its sole discretion, administratively approve one extension of time for a period of up to 12 months if Developer proves that



Local Employee Residency Plan
Amended December 13, 2022

PUD Development Plan
& Preliminary Subdivision Plan

The purpose of this document is to serve as the Haymeadow Local Employee Residency Plan ("LERP"), in accordance with Title 4 of the Eagle Municipal Code. The Haymeadow PUD Development Plan and Preliminary Subdivision Plan represents a large multi-phased residential development that will take many years and multiple review processes to complete. It is the intent of the Haymeadow applicant to fully comply with the intent of the LERP program through the development and build-out of Haymeadow. All LERP units shall be multi-family units. The Haymeadow PUD Development Plan proposes a total of 837 dwelling units. Based on the 10% inclusionary requirements of the LERP program this will result in a requirement of 84 qualified LERP units, with the following unit mix:

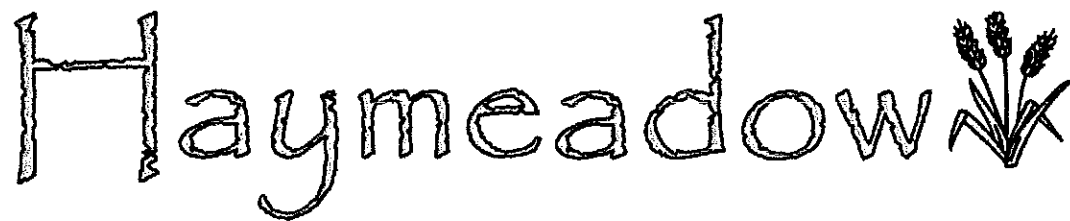
<u>Unit type</u>	<u># Provided</u>
Studio	21
One-bedroom	33
Two-bedroom	18
<u>Three-bedroom</u>	<u>12</u>
Total	84

As market conditions vary, the unit mix to be provided may be amended by administrative approval from the Town's Community Development Director to allow for unit types with more bedrooms to be increased in number and offset by a corresponding decrease in unit types with less bedrooms, in the Community Development Director's reasonable discretion. For example, if the Developer desires to provide a greater number of two-bedroom units than the proposed 18 two-bedroom units listed in the above table, this will be allowable and shall be offset by a corresponding decrease in the required number of studio or one-bedroom units. In no case shall the Community Development Director grant an amendment to the unit type that will increase the number of units with less bedrooms.

The Developer shall provide the required number of LERP units in accordance with the program guidelines and requirements for unit price points, size and quality/design considerations. The LERP units shall be dispersed in a reasonable manner throughout each neighborhood. The timing of the LERP units should keep pace at 10% of the construction of free-market units, though this pace may vary within individual neighborhoods during build-out. Each condominium plat shall identify which units will be designated for the LERP program and will include the required level of detail that specifies unit sizes, bedroom configurations and sales price points. Should the Developer desire to rent units, the Developer shall submit a request to the Community Development Director, and for that request to be considered, the Developer must agree to comply with the LERP rental standards in place at the time.

The following table indicates the proposed location of LERP units by neighborhood.

LERP Unit Distribution Table	
Neighborhood	# LERP Units
A1	41
A2	22
B	21
C	0
D	0
Total	84



**Local Employee Residency Plan
March 25, 2014**

PUD Development Plan
& Preliminary Subdivision Plan

The purpose of this document is to serve as the initial Haymeadow Local Employee Residency Plan, in accordance with the requirements stated in Section IV. B. of the Town of Eagle Local Employee Residency Program Requirements and Guidelines.

The Haymeadow PUD Development Plan and Preliminary Subdivision Plan application represents a large multi-phased residential development that will take many years and multiple review processes to complete. While this step of the application requires the submittal of a Local Employee Residency Plan, and this document will serve as such, much of the requested detail has not yet been developed and will necessarily come into later steps of the review process.

It is the intent of the Haymeadow applicant to fully comply with the intent of the Town of Eagle Local Employee Residency Program ("LERP") housing program through the development and build-out of Haymeadow. This Haymeadow Local Employee Residency Plan represents a formal request for a Variance to allow the unit types and distribution as detailed below. In consultation with local housing experts, town staff members and in public discussion with the Town Board of Trustees we believe it is appropriate to propose a unit mix that is weighted towards entry level housing units and does not include single-family product. All proposed LERP units shall be multi-family units. The proposed housing unit mix is detailed below.

The Haymeadow PUD Development Plan proposes a total of 837 dwelling units. Based on the 10% inclusionary requirement of the LERP program this will result in a requirement of 84 qualified LERP units. This plan proposes to provide all of the those units in the following unit mix:

<u>Unit type</u>	<u># Provided</u>
Studio	21
One-bedroom	33
Two-bedroom	18
<u>Three-bedroom</u>	<u>12</u>
Total	84

As market conditions vary the unit mix to be provided may be amended by a staff approval process to allow for unit types with more bedrooms to be increased in number and offset by a corresponding decrease in unit types with less bedrooms. I.E., if the applicant desires to provide a greater number of two-bedroom units than the proposed 18 two-bedroom units listed in the above table units this will be allowable and shall be offset by a corresponding decrease in the required number of studio or one-bedroom units. In no case shall the unit type mix be amended by a staff approval to increase the number of units with less bedrooms.

The Haymeadow applicant is committed to provide this number of units, in accordance with the program guidelines and requirements for unit price points, size and quality/design considerations. The LERP units shall be dispersed in a reasonable manner throughout each neighborhood. There may be more than one LERP unit per building, and there may be multi-family buildings that contain three or more LERP units. However, all, or a significant concentration of, the required LERP units for each

neighborhood shall not be located within one multi-family project or cluster of buildings.

The intent of this LERP Plan is that the timing of provision of the LERP units should generally keep pace at 10% of the construction of free-market units. This pace may vary within individual neighborhoods during build out. Each development permit application for multi-family buildings will include which, if any, units will be designated for the LERP program and will include the required level of detail that specifies unit sizes, bedroom configurations and sales price points. The Town Staff shall use the Development Permit process to monitor the pace of provision of LERP units and may recommend denial of a Development Permit if the construction of LERP units is significantly off pace.

The following table indicates the proposed location of LERP units by neighborhood.

Haymeadow Local Employee Residency Plan

LERP Unit Distribution Table

<u>Neighborhood</u>	<u># LERP Units</u>
A1	25
A2	22
B	21
C	16
<u>D</u>	<u>0</u>
Total	84

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 13
(Series of 2021)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING A MAJOR PUD AMENDMENT TO SWAP APPROXIMATELY 6.5 ACRES OF THE RECREATIONAL LAND PORTION OF TRACT E FOR MULTI-FAMILY DEVELOPMENT AND TO DEDICATE AN 8 ACRE PARCEL FOR FUTURE RECREATIONAL USES FOR THE HAYMEADOW PUD

WHEREAS, ABRIKA Properties, LLC and the Town own the real property located in Tracts E, 37, 38, 44, 55, 59, 61, 62 and 63, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on August 26, 2021, Rick Pylman (the "Applicant") submitted an application for a major amendment to the PUD to exchange or swap approximately 6.5 acres of Tract E for 8 acres of land within Neighborhood C (the "Application");

WHEREAS, on September 21, 2021, the Planning and Zoning Commission held a properly-noticed public hearing on the Application and recommended that the Town Council deny the application;

WHEREAS, on October 12, 2021 and November 9, 2021, the Town Council held properly-noticed public hearings on the Application; and

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

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

Section 1. The Town Council finds that the Application complies with 4.11 of the Land Use and Development Code and the 2020 Elevate Eagle Comprehensive Plan.

Section 2. Based on the foregoing findings, the Town Council hereby approves the major PUD amendment to swap 6.5 acres of the recreational site for 8 acres of land in Neighborhood C, subject to the following conditions:

1. The PUD amendment shall include:

a. The applicant obtaining 6.5 acres of Tract E in exchange for the dedication of 8 acres to the Town of Eagle in Neighborhood C for recreational purposes as described in the Haymeadow PUD Guide.

b. Transference of 72 multifamily units from Neighborhoods B and C to Neighborhood A1.

c. The 72 transferred units shall include an additional 10% deed restricted units limiting them to occupancy by Town of Eagle residents.

d. Other approved elements as described in the applicant's narrative or as reflected in the Town Council minutes.

2. Prior to conveyance of the 6.5-acre portion of Tract E from the Town of Eagle to Abrika, the 8-acre tract in Neighborhood C shall be platted and dedicated accordingly.

3. Prior to submittal of the Final Plat application or a Development Permit application (or the next step in the PUD approval process), the applicant shall work with Town Staff and Attorneys to determine whether the Annexation and Development Agreement is required to be amended to maintain consistency with this PUD amendment.

4. Prior to submittal of a Final Plat application or a Development Permit application (or the next step in the PUD approval process), the applicant shall work with Colorado Parks and Wildlife and create a Wildlife Mitigation Plan.

5. All additional details associated with the LERP units shall be evaluated at the time of the Major Development Permit review (or the next step in the PUD approval process).

6. Included with the application for a Development Permit (or the next step in the PUD approval process), developer shall submit a Joint Excavation Plan to comply with the Town's recently passed Joint Excavation Ordinance, identifying the steps taken to install conduits and their dedication for future broadband utilities planning to serve the development.

7. Included with the application for a Development Permit (or the next step in the PUD approval process), developer shall submit documentation detailing potable water and non-potable water changes in use, quantity, pressure, etc. expected from the proposed use changes, especially as it relates to irrigation.

8. Included in the application for the Final Plat, the applicant shall document the age of all reports referenced in the PUD amendment application, disclose what assumptions of these studies are no longer accurate, include new data (if available), and submit new or updated reports if needed.

9. In the application for Development Permit (or the next step in the PUD approval process) the applicant shall provide documentation that the existing on and off-site stormwater system of pipes, ditches, basins, etc. are capable of accommodating the flow for any new development.

10. Developer will complete the Sylvan Lake Rd & Brush Creek Rd roundabout within three (3) years following approval of this PUD Amendment or, if earlier, before the first Certificate of Occupancy is issued on the 6.5-acre portion of Tract E. An

administrative extension may be approved without notice for a period up to an additional 12 months if it is proven that the improvements have been substantially complete, hardships have occurred, and additional time is required for completion. The ADA and/or PUD Guide shall be amended to reflect this condition.

11. The application for the Development Plan for the RMF-1 portion of Neighborhood A1 shall include the following timing for the construction of dwelling units: the developer will start construction of at least 24 units within 12 months following approval of RMF-1, at least 48 units (cumulatively) within 24 months following approval of RMF-1, and at least 72 units (cumulatively) within 36 months following approval of RMF-1. Start of construction of a unit shall mean the actual, physical, vertical construction of dwelling units, not simply civil infrastructure. The ADA and/or PUD Guide shall be amended to reflect this condition.

12. The developer will commit to selling thirty (30) Resident Occupied (RO) deed restricted units within Haymeadow over and above the existing LERP requirements. The thirty (30) RO units will be offered for sale for twenty (20) days prior to the listing for sale of the 150th unit within Haymeadow. After the twenty (20) days, the units may be offered for sale without the RO deed restriction but Developer will still be obligated to sell the thirty (30) RO units before full buildout of Haymeadow. The RO deed restriction will require that any unit offered for sale first be offered for sale to Town of Eagle Residents for twenty (20) days, after which the unit may be offered for sale to any Eagle County Resident.

13. The first seventy-two (72) units within Haymeadow will all be offered for sale by the Developer. If any unit is not sold within sixty (60) days of listing, the Developer may rent that unit for no more than a two (2) year period.

14. Prior to conveyance of the 6.5-acre portion of Tract E from the Town of Eagle to Abrika; The Town of Eagle and Abrika shall enter into an agreement outlining Abrika's timing and commitment to extend road and utility improvements to the proposed 8-acre recreation site as generally described below:

a. The developer will submit engineering plans for the Access & Utilities to the 8-acre parcel within twelve (12) months following approval of this PUD Amendment. TOE agrees to review and approve those plans but withhold issuance of any permits until issuance is requested by the Developer to meet its obligations below. "Access & Utilities" - Shall refer to (1) a turn lane off Brush Creek Road and the extension of Ouzel lane along the western border of the 8-acre parcel to the base of the future roundabout, (2) an extension of the Filing 1 sanitary sewer main as shown in exhibit __, (3) an extension of electric, phone, broadband, and gas (if required by the TOE) from Brush Creek Road as shown in exhibit __, and (4) if required by the proposed use, installation of the water tank at the alternate location with a water main extension from the tank to the existing water main at the intersection of Ouzel Lane and Sylvan Lake Road as shown in exhibit __

b. The developer will begin construction of the Access & Utilities by May 15th of the next calendar year following receipt of Notice from the Town of the filing of a Major Development Permit to develop the 8-acre parcel. Developer will substantially complete the work by November 15th of the year in which construction begins. I.e., if the Town provides Notice of filing of a Major Development Permit in 2023, construction would begin by May 15th 2024 and be done by November 15th 2024.

INTRODUCED, READ, PASSED AND ADOPTED ON NOVEMBER 9, 2021.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council

From: Nikki Davis, Community Development
Larry Pardee, Town Manager

Date: December 13, 2022

Agenda Item: Resolution 94, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Agreement for Professional Services with Economic & Planning Systems, Inc. to Complete an Economic Development Plan Study"

REQUEST:

For Town Council to review and approve the Professional Services Agreement (PSA) between the Town of Eagle and Economic & Planning Systems, Inc. (EPS) to complete an Economic Development Plan study.

INTRODUCTION:

In 2021, the Economic Vitality Committee (EVC) expressed a desire to complete an economic development study for the Town of Eagle. EPS submitted a proposal in July 2021; however, it was not activated due to staff turnover throughout the year. With our new Town Manager, EVC has echoed the need to reinstate and complete the study in 2023. Compared to the first proposal, EPS has expanded the scope of work to include 1.) the use of Google mobility data provided by RRC Associates; and 2.) the findings of the Comprehensive Affordable Housing Assessment (CAHA) which is also being prepared by EPS. The CAHA final report is anticipated in early 2023. The findings of the economic development study will help inform what actionable items can be engaged in the near term to strengthen and expand Eagle's economic base.

ANALYSIS:

EPS has conducted similar economic assessments across Colorado, having worked in Glenwood Springs, Steamboat Springs, and the Fraser Valley. Moreover, EPS has experience in the Town of Eagle, specifically with the Grand Avenue Corridor Study and the CAHA. Through this previous work, EPS is poised to act quickly having much relevant local data compiled already.

The scope of work in the PSA has EPS accomplishing eight tasks that are summarized below. Additional details can be found in Exhibit A of the PSA.

- Task 1: Project Initiation
EPS will begin the project by coordinating with the Town to discuss relevant plans/studies, review the workplan with stakeholders, and identify project issues.
- Task 2: Economic Base Analysis
The second task illustrates how EPS will assemble data required to define Eagle's local economic base. Work completed from the Grand Avenue Corridor Analysis and the CAHA will help expand on

topics such as housing demand metrics, employment and wage conditions, workforce and commuting patterns, and impacts of the COVID-19 pandemic.

- Task 3: Local Presence of Workforce, Visitors, and Residents
EPS will partner with RRC Associates, a Boulder-based research partner, to conduct an evaluation of the workforce and visitor commuting patterns using Google mobility data. The data will help inform 1.) the dynamics and spending habits of locals, workers, and visitors; and 2.) workforce demographic data.
- Task 4: Economic Expansion and Target Industry Opportunities
In this phase, EPS will identify target industries with the greatest potential for growth and return on investment. Additionally, the study will provide examples of model peer communities – their successes and challenges – to help guide implementation strategies tailored to Eagle.
- Task 5: Outdoor Recreation as Economic Development
EPS will examine the economic impacts of expanding and emphasizing Eagle’s outdoor recreation assets.
- Task 6: Evaluation of Eagle’s Land Opportunities
To understand the land use requirements for forecasted industry development, EPS will compile an inventory of existing developable land appropriate for future growth. Household calculations and commuting impacts related to new employment demand will be incorporated to determine the balance between industrial and residential land availability.
- Task 7: Review of Economic Development Organizations
EPS will meet with the various existing organizations and committees to identify consolidation tactics aimed at minimizing/eliminating duplicate efforts and maximizing the use of Town resources.
- Task 8: Findings and Recommendations
The final deliverable will summarize actionable items to strengthen and expand Eagle’s economic base. EPS will prepare a final report and a presentation to Town Council.

COMMUNITY INPUT:

Not applicable at this phase.

BUDGET / STAFF IMPACT:

The PSA for the economic development study approves a project cost of \$65,540. The 2023 budget allocates \$65,000 to this study and the additional \$540 will be supplemented from the General Fund.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The economic development study supports the Strategic Plan’s major objective to develop a strategy to Stimulate Economic Vitality and Development.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to **APPROVE** Resolution 94, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Agreement for Professional Services with Economic & Planning Systems, Inc. to complete an Economic Development Plan study.

ATTACHMENTS:

- Professional Services Agreement
- EPS Economic Development Plan Proposal ([LINK](#))
- Resolution 94, Series 2022

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2022 (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town") and Economic & Planning Systems, Inc., a Colorado corporation with an address of 730 17th Street, Suite 630, Denver, CO 80202-3511 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$65,540. This amount shall include all fees, costs and expenses incurred by

Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

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

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

VIII. INDEMNIFICATION

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

Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

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

IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF EAGLE

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

[INSERT CONTRACTOR NAME]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2022, by _____ as _____ of Economic & Planning Systems, Inc.

My Commission expires:

(SEAL)

Notary Public

EXHIBIT A

SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

Task 1: Project Initiation

Contractor shall begin the project by reviewing all applicable background information including the comprehensive plan and any previous economic development studies. These include without limitation *CU Boulder Strategies for Outdoor Recreation Economy-Based Land Use and Development*, Eagle DDA Work Plan, *2021 Community Survey*, *Elevate Eagle Comprehensive Plan*, and *East Eagle Sub Area Plan*. Contractor shall then conduct a kickoff call with the Town's project manager and other key participants on the project team to review the work plan and schedule and to identify issues and concerns as established by staff, as well as in the document review.

Task 2: Economic Base Analysis

Contractor already has a very solid understanding of the local economic base, building from the work completed for the Grand Avenue Corridor Analysis and Comprehensive Affordable Housing Assessment. This material shall be included in this study to ground it in the overall economic and demographic trends of the community. It will identify major sectors of the economy in greater detail to identify economic growth and diversification opportunities. This will include a review of demographic trends related to population and household growth; existing employment trends and conditions including the number of jobs by industry and major employers using the BLS QCEW database of employment by firm within Eagle County; and an analysis of the county workforce including commuting patterns, employment by job category and wage level and trends, and changes over the last ten years. When applicable, data will be summarized by economic hubs in the Town (*i.e.*, Broadway/Downtown, Chambers, Eagle Ranch, etc.). A snapshot of the Town before and after COVID-19 will be included to assess the impacts of the pandemic and how the Town has changed over the past 3 years, with a focus on job recovery and, as data allows, by geography. These impacts will be evaluated to determine how they have altered the economy and their estimated duration.

Task 3: Local Presence of Workforce, Visitors, and Residents

Contractor shall conduct an evaluation of the workforce and visitors using Google Mobility data. This disaggregated dataset provides rich information about people's movement patterns that can help understand the local economy. This analysis will consist of commuting patterns, time spent in different economic/retail hubs, 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.

Contractor will conduct targeted interviews with local economic organizations, educators, workforce developers, businesses, and stakeholders as part of a larger stakeholder involvement process. Contractor shall work with the Eagle Chamber of Commerce to send a short employer survey to local businesses to understand the number of unfilled jobs, employment challenges, and opportunities for support. Contractor shall also review fiscal data working with the Town's finance director to understand trends within the retail nodes.

Task 4: Economic Expansion and Target Industry Opportunities

Target industries are those sectors that represent the greatest growth areas, with the highest return on investment. Contractor shall identify the highest opportunity areas based on quantifying the number of businesses that exist today that could serve as a base for an agglomeration of outdoor/health-oriented industry in the Town. Contractor shall conduct interviews with select representatives from existing businesses within this cluster, the Economic Vitality Committee, the Downtown Development Authority, and the Town Council to understand the on-the-ground perspective on industry conditions, challenges, and economic development assistance needs.

Task 5: Outdoor Recreation as Economic Development

For this task, Contractor shall test the degree to which the Town can meaningfully expand its economic base through the development of the Town's destination recreation assets. Specifically focusing on mountain biking and the various elements within that sphere that economic activity (tournaments, festivals, broader visitation, etc.) that will result in an expansion to jobs and revenue, particularly focusing on basic jobs. Contractor shall include other forms of outdoor recreation, with an emphasis on a role for Eagle that complements other assets in the valley.

Task 6: Evaluation of Eagle's Land Opportunities

Drawing from existing plans that have been completed, Contractor shall compile an inventory of existing business space and employment land in the town and adjacent county and provide an assessment of the existing business mix, sales and leasing metrics, and remaining capacity for future development. The land use requirements of the forecasted target industry development will be compared to the existing facility characteristics and capacity to determine an appropriate amount of land for future growth. Contractor shall estimate scenarios for employment, based on the opportunities that can be drawn from the case studies an evaluation of the provision of housing required to staff the future businesses. These additional households calculated as part of new employment demand estimates will be worked into the overall Town land capacity while accounting for a portion of in-commuters. This demand estimate will then be applied to the supply to help the Town understand how much of the current industrial and residential land supply is available and how the two can be balanced for the benefit of the community.

Task 7: Review of Economic Development Organizations

The Town has various existing organizations and committees focused on economic development including Eagle Chamber of Commerce, Eagle Economic Vitality Committee, Eagle Downtown Development Authority, and more. These various organizations with similar goals and

responsibilities are currently a strain on Town finances and staff capacity. Contractor shall meet with each organization and committee and review their roles, projects, and objectives to identify ways to consolidate the Town's resources and provide a more efficient and targeted set of organizations.

Task 8: Findings and Recommendations

Contractor shall present the findings, focusing on the actionable items that the Town can implement in the near term. Each of the elements inter-relate to the others, and Contractor's recommendation will show how a stronger economic base, leads to more efficient utilization of the retail/economic hubs, leads to stronger fiscal resources, leads to better amenity investment, leads to better visitation, leads to a stronger definition and expansion of the Town's economic base. The Town can invest in this reinforcing spiral at various points, leading to greater benefits throughout the community. The analysis will be summarized in a final report and slide deck for Town Council presentation and discussion. Contractor shall prepare a final report and summary slide deck following that discussion.

Budget and Schedule

Contractor shall complete this study on a time and materials basis in approximately four months (tentatively between mid-December through end of April) for an amount not to exceed \$65,540..

Table 1. Budget by Task and Staff

	Managing Principal	Senior Associate	Exec. VP	Total
Billing Rate	\$250	\$160	\$110	
Task 1: Project Initiation	6	8	16	\$4,540
Task 2: Economic Base Analysis	8	20	32	\$8,720
Task 3: Workforce and Visitor Assessment				
Task 3.1 - RRC				\$15,000
Task 3.2 - EPS	4	4	8	\$2,520
Subtotal				\$17,520
Task 4: Economic Expansion and Target Industries	16	16	24	\$9,200
Task 5: Outdoor Recreation as Economic Development	12	12	18	\$6,900
Task 6: Evaluation of Eagle's Land Opportunities	8	12	16	\$5,680
Task 7: Review of Economic Dev. Organizations	8	12	6	\$4,580
Task 8: Findings and Recommendations	8	20	20	\$7,400
	70	104	140	\$64,540
Direct Costs				
Data acquisition				\$500
Travel and misc. expenses				\$500
Total				\$65,540

Source: Economic & Planning Systems

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 94
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH ECONOMIC & PLANNING SYSTEMS, INC. TO COMPLETE AN ECONOMIC DEVELOPMENT PLAN STUDY.

WHEREAS, a major objective identified in the Town of Eagle 2020 Strategic Plan is to develop a strategy to stimulate economic vitality and development;

WHEREAS, the Economic Vitality Committee has underscored, with support from Town staff, the need to complete an Economic Development Plan study to align with the strategic goals of supporting a Business Improvement District or similar approach, continuing to create opportunities on Highway 6, and developing a comprehensive strategy for economic vitality;

WHEREAS, the Town has allocated funds in the 2023 budget for completing an Economic Development Plan study; and

WHEREAS, the Town Council finds that it is in the best interest of the public health, safety and welfare to approve a Professional Services Agreement with Economic & Planning Systems, Inc. in the amount of \$65,540.

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

Section 1. The Town Council hereby approves the Agreement for Professional Services with Economic & Planning Systems, Inc. in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute such the Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON DECEMBER 13, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council
From: Dennis Wike, Town Engineer
Date: December 13, 2022

Agenda Item: Resolution 95, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Contract for the Eby Creek Art Mural Project At Chambers and Construction Agreement with Patriacca Construction Inc."

REQUEST: Staff is requesting the Town Council approve the attached construction contract with Patriacca Construction, Inc. for the fabrication & construction of the 2022 Eby Creek Rd at Chambers Art Mural Project.

BACKGROUND: Staff solicited bids for this project through BidNet and solicited bids from 6 local contractors. Two bids were received: one for \$655,100.00 and the second from Patriacca Construction, Inc for \$358,350.00, slightly above the TOE Staff's estimate. Staff recommends the approval of the Patriacca Construction, Inc. proposal.

ANALYSIS: Patriacca Construction, Inc. is a local contractor who has exhibited the expertise and qualifications to complete this project.

COMMUNITY INPUT: None required. The project has been discussed at several previous Town Council meetings and the public has commented positively on the project.

BUDGET / STAFF IMPACT: During the previous presentation to the Town Council concerning the progress of the Eby Creek Rd at Chambers Art Mural Project, where we received important direction and the Council approved by Resolution a \$625,000 capital Project to construct the Eby Creek Rd Art Mural Project at Chambers. The present proposed spending for FY2022 is \$200,000 and \$425,000 for FY2023. As a part of this \$625,000, is the attached Construction Agreement for Patriacca Construction, Inc in the amount of \$358,350.00 for fabrication and installation of the 9 qty Art Mural Frames, all 10' tall, on new Foundations, in the Eby Creek CDOT Right of Way then to install on the frames the 27 pcs of 4'x10' painted Art Work by Amy Dose.

The proposed contractor's agreement requires completion of construction of the 9 qty 10' tall x 8' to 16' wide structures by May 15, 2023.

Norris should complete irrigation, landscaping, & viewing area final design & construction drawings by mid-February. Bids for this work will be obtained by April 2023. Irrigation, landscaping, & viewing area construction will follow structure construction with good weather in May & June 2023.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Attracting Visitors and Focusing on Recreation, Events, and Open Space by enhancing our gateway for residents and visitors alike.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to APPROVE the Consent Agenda, or if the Council wishes to pull this item for discussion: a Motion to APPROVE or DENY Resolution No. 95, Series 2022, A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Contract for the construction of the EBY CREEK RD at CHAMBERS ART MURAL PROJECT with Patriacca Construction, Inc.

ATTACHMENTS:

1. RESOLUTION 2022-95
2. Copy of TOE PW-Eby Creek Rd at Chambers Art Mural Estimate-Revised 07Dec2022
3. Contract Forms- TOE ART MURAL Project-PCI-Rev3-Partial Exec-12Dec2022-7pg
4. Appendix A BID FORM 2022 TOE ART MURAL PROJECT-PCI Bid-Revised-Partial Exec-12Dec2022-5pg
5. Appendix B Technical Specifications 2022 TOE Art Mural Project
6. Appendix C General Conditions- TOE ART MURAL Project
7. General Provisions- TOE ART Mural Project
8. Special Provisions- TOE ART Mural Project
9. Potential Frame Fabricator-ADCON Art Mural Frame Sketch-15Aug2022
10. REVISED-ADCON PROPOSAL 5134B-05Dec2022-5pg-Add IEngr & Freight
11. Norris-Design Concept Drawings-220926-Eby Creek Art Mural
12. Norris-Design Concept Rendering-220913-Roundabout View
13. Norris-Design Concept Rendering-220913-Roundabout View-2

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 95
(Series 2022)

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPROVING A CONTRACT FOR THE EBY CREEK ART MURAL PROJECT AT CHAMBERS
AND CONSTRUCTION AGREEMENT WITH PATRIACCA CONSTRUCTION INC.**

WHEREAS, the Town of Eagle desires to contract with Patriacca Construction Inc. for the Eby Creek Art Mural Project at Chambers pursuant to the agreement attached as Exhibit "A" and the terms and conditions set forth therein; and

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

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

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

The Town Council approves the contract with Patriacca Construction Inc. for services attached as Exhibit "A" in the amount of \$358,350.00.

RESOLVED, APPROVED, AND ADOPTED THIS 13th DAY OF DECEMBER 2022.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

EBY CREEK RD at CHAMBERS ART MURALS ESTIMATE

Prepared: August 3, 2022-Revised December 7, 2022

	<u>BUDGET</u>	<u>\$ SPENT</u>	<u>FUTURE \$</u>	<u>TOTAL \$</u>
2021/2022 BUDGET - PUBLIC ART - 31-51-752	\$50,000.00			
2022 BUDGET - CDOT ROW at Gateway Beautification	\$200,000.00			
2023 BUDGET - Eby Creek Rd at Chambers Art Mural	\$375,000.00			
<u>2019-2021 Expenditures</u>				
Arts Management & Planning Assoc		\$4,465.07		\$4,465.07
Flying Shoe Arts		\$250.00		\$250.00
Art Space		\$250.00		\$250.00
SO-GNAR Inc		\$250.00		\$250.00
				\$0.00
<u>2022-2023 Expenditures</u>				
Flying Shoe Arts--Painting 3qty 10'x40' Art Murals		\$12,000.00	\$2,400.00	\$14,400.00
Flying Shoe Arts-Reimbursable Materials		\$3,300.00	\$0.00	\$3,300.00
Wylaco - Sample Materials		\$275.00		\$275.00
				\$0.00
Norris Design - Conceptual Design, Estimate, etc		\$18,800.00	\$0.00	\$18,800.00
Norris Design - Final Design & Construction Set			\$31,300.00	\$31,300.00
				\$0.00
PCI - Fab of 9qty 8, 12' & 16' wide x 10'tall Art Mural Frames			\$183,950.00	\$183,950.00
PCI - Install Foundations & erect Frames & Art Panels			\$108,440.00	\$108,440.00
PCI - Bonding, Insurance, & GC Fee			\$36,720.00	\$36,720.00
PCI CONTINGENCY Allowance (10%)			\$29,240.00	\$29,240.00
				\$0.00
ESTIMATE - Grading, Irrigation & Landscaping			\$120,000.00	\$120,000.00
ESTIMATE - Grading & Landscapng Bonding			\$7,000.00	\$7,000.00
				\$0.00
ESTIMATE - Viewing Area			\$30,000.00	\$30,000.00
				\$0.00
ESTIMATE - Electrical			\$20,000.00	\$20,000.00
				\$0.00
ESTIMATE - OTHER CONTINGENCY			\$16,300.00	\$16,300.00
	<u>BUDGET</u>	<u>\$ SPENT</u>	<u>FUTURE \$</u>	<u>TOTAL \$</u>
TOTALS	\$625,000.00	\$39,590.07	\$585,350.00	\$624,940.07

CONSTRUCTION CONTRACT – EBY CREEK ART MURAL PROJECT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this ____ day of December, 2022 (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"), and _Patriacca Construction, Inc._, an independent contractor with a principal place of business at _PO Box 4556, Eagle, CO 81631_ ("Contractor") (each a "Party" and collectively the "Parties").

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

I. SCOPE OF WORK

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

II. TERM AND TERMINATION

A. Contractor shall complete the Scope of Work on or before **_MAY 15, 2023_**.

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

III. COMPENSATION

Upon final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed \$ **_358,350.00_** (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

IV. INDEPENDENT CONTRACTOR

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

V. RESPONSIBILITY

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

VI. OWNERSHIP

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

VII. INSURANCE

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

1. Worker's Compensation insurance as required by law.

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

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-

made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. INDEMNIFICATION

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

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

IX. KEEP JOBS IN COLORADO ACT

Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment

implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

X. WARRANTY

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

XI. BONDS

Within 30 days of the date of this Contract, Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under this Contract, including the warranty. The bond shall remain in effect at least until 2 years after the date of final acceptance.

XII. LIQUIDATED DAMAGES

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day that all of the work described in the Scope of Work is delayed beyond the deadline set forth in Section II hereof, Contractor shall be assessed the amount of \$0 per day.

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

Contractor or any retainage held. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of notice thereof.

XIII. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

J. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is

subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

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

TOWN OF EAGLE, COLORADO

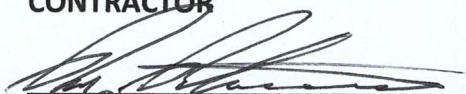
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

CONTRACTOR

By:

 President
PATRIACCA CONSTRUCTION INC.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____
day of _____, 2022, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

**EXHIBIT A
SCOPE OF WORK**

Eby Creek Rd at Chambers Art Mural

Project

The Project includes the following Work:

- **Structural design and framework fabrication of 3 qty 10' tall by 16' wide, 3 qty 10' tall by 12' wide, and 3 qty 10' tall by 8' wide structural frames, 9 qty top caps with LED downlights, 21 qty structural steel square posts, all trim pieces, and all mounting hardware.**
- **Foundation design and in-place construction of 21 qty of 2'-6" diameter x 6' min embedded depth of sonotube formed caissons of concrete with rebar cage and embedded anchor bolts.**
- **Field attachment of artist supplied and painted 27 qty of 4' wide x 10' tall 3mm Dibond ACM (aluminum composite material) panels after frame is erected in-place.**
- **Installation of two qty of 1" minimum diameter PVC conduits with long radius elbows installed at least 24" deep from the electrical meter location daisy chained to each of the 9 qty of erected Art Mural frames on foundations.**
- **Restore project area to equal or better than existing conditions by regrading all disturbed areas and removing all debris.**

APPENDIX A
BID FORM
Eby Creek Rd at Chambers Art Mural Project

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **TOWN OF EAGLE PUBLIC WORKS, 1050 CHAMBERS AVENUE, EAGLE COLORADO 81631 by MONDAY, DECEMBER 5th at 5:00 PM Mountain time.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. List of Proposed Subcontractors;
- B. List of Proposed Suppliers;
- C. Evidence of authority to do business in the Town of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- D. Contractor's Town of Eagle license number as evidence of Bidder's Town of Eagle Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- E. Required Bidder Qualification Statement with supporting data.

ARTICLE 3—TIME OF COMPLETION

- Bidder agrees that the Work will be substantially complete and ready for final payment by May 15, 2023.

ARTICLE 4—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- *Bid Acceptance Period*
- This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- *Instructions to Bidders*
- Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- *Receipt of Addenda*
- Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
No. 1 – Correct Bid Due Date Error in Description	11/21/2022 at 2:21 PM MST
No. 2 – Updated ADCON Proposal to 5134A-Add Illumination Fixtures	11/30/2022 at 01:51 PM MST
No. 3 – Updated ADCON Proposal to 5134B-Add in Struct Engr & Freight	12/05/2022 at 10:37 AM MST

ARTICLE 5—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

TOWN OF EAGLE - Eby Creek Rd at Chambers Art Mural Project					
Item No.	Contract Item	Unit	Estimated Quantity	Unit Price	Extended Price
Structural Design & Framework Fab					
A.1	Structural Design of ALL Items	LS	1	\$2,900	\$2,900
A.2	10' tall by 16' wide Frame Fab with Posts & all hardware	EACH	3	\$22,600	\$67,800
A.3	10' tall by 12' wide Frame Fab with Posts & all hardware	EACH	3	\$19,900	\$59,700
A.4	10' tall by 8' wide Frame Fab with Posts & all hardware	EACH	3	\$17,250	\$51,750
A.5	Transportation of ALL Items to Site	LS	1	\$1,800	\$1,800
	SUBTOTAL- Structural Design & Framework Fab (exclude sales taxes)				\$183,950
Foundation Design, Construction & Frame & Art Panel Erection					
B.1	Weather Conditions Allowance	LS	1	\$5,000	\$5,000
B.2	Supervision and shop review	EACH	200	\$100	\$20,000
B.3	Allowance for soils report	LS	1	\$2,700	\$2,700
B.4	Safety, portalet and fencing.	LS	1	\$4,500	\$4,500
B.5	Excavation of piers,	EACH	21	\$600	\$12,600
B.6	200' Of 24" Trenching for electrical conduit	LF	200	\$45	\$9,000
B.7	Mobilization/Demobilization/Demo/Restoration	LS	1	\$6,500	\$6,500
B.8	Foundation Design of ALL Items	LS	1	\$3,500	\$3,500
B.9	Construction of Sonotube formed concrete Caissons (2'-6" dia x 6' min embedded depth) with rebar & anchors	EACH	21	\$1,000	\$21,000
B.10	Erection of 9 Frames on Foundations	LS	1	\$1,000	\$9,000
B.11	Install 27 qty supplied 4' wide x 10' height ACM panels	LS	1	\$320	\$8,640
B.12	Install two qty 1" min dia PVC conduits from electric meter then daisy chained to each of 9 erected frames	EACH	600'	\$10.00	\$6,000
	SUBTOTAL-Foundation Design, Construction & Erection of Frames & Art Panels				\$108,440
C.1	Building Permit Allowance	LS	1	By Owner	By Owner
C.2	Insurance	LS	1	\$2,900	\$2,900
C.3	General Contractor fee	LS	1	10%	\$29,240
C.4	Contingency Allowance	LS	1	10%	\$29,240
C.5	Performance & Payment Bonds for TOTAL	LS	1	1.3%	\$4,580
	TOTAL BID (exclude sales taxes)				\$358,350
BIDDER COMPANY NAME: Patriacca Construction Inc.					

Exclusions:

Unused money in allowance lines will be returned to the owner.

Liquidated damages will need to be removed from the contract.

Additional \$1,000.00 for Bond to be kept in place for two years to be billed to contingency allowance.

All Surveying costs to be billed to contingency allowance.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
- B. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
- C. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- D. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- E. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings. **[no data exists on which Bidders may rely]**
- F. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings. **[no data exists on which Bidders may rely]** Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
- G. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, & in accordance with the terms and conditions of the Contract.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception all prices in the Bid are premised upon performing & furnishing the Work required by the Bidding Documents.

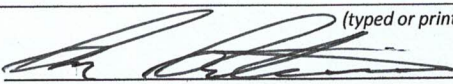
6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 - 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 - 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 - 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 - 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- d. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- e. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: Patriacca Construction Inc.

By:  (typed or printed name of organization)
(individual's signature)

Name: Rick Patriacca (typed or printed)

Title: President (typed or printed)

Date: 12/6/22 (typed or printed)

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

Attest: (individual's signature)

Name: (typed or printed)

Title: (typed or printed)

Date: (typed or printed)

Address for giving notices:

Bidder's Contact:

Name: Rick Patriacca (typed or printed)

Title: President (typed or printed)

Phone: 970-390-3225

Email: rick@pcivail.com

Address: PO Box 4556, Eagle CO, 81631

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

APPENDIX B

TECHNICAL SPECIFICATIONS

Eby Creek Rd at Chambers Art Mural Project

#1. STRUCTURAL MINIMUM DESIGN STANDARDS:

- Wind Speed: IBC, Vult = 120 mph and Vasd = 93 mph
- Wind Directionality Factor: 0.85
- Exposure: B
- Snow Load: 45 PSF

#2. STRUCTURAL DESIGN DELIVERABLES

- Structural Design for Sign Frames with attached Artist Panels shall be submitted with all assumptions & design loads.

#3 FOUNDATION DESIGN DELIVERABLES

- Foundation Design for Sign Frames with attached Artist Panels shall be submitted with all assumptions & design loads.
- If the foundation investigation & design requires a foundation design substantially different than the assumed for bidding purposes 2'-6" diameter x 6' embedded depth below finished grade reinforced concrete caissons then the contractor will be allowed to submit a detailed change order for TOE approval.

#4 LED LIGHTS w/ FRAME CAP

- LED Lights shall be designed for exterior use and light shall 3000 degree Kelvin or lower
- LED Light shall down wash the entire width of each Art Mural frame & be dark sky compliant
- The LED light fixture & lamp shall be removable and not be visible for pedestrians walking along the east side of Eby Creek Road.
- Light Frame Cap shall be corrosion resistant, match the Art Mural Frame in finish, be removable, & not block the viewing of the Art Mural Panels

#5 WORK HOURS on EBY CREEK RD

- Work shall only occur between 7:00 am and 7:00 pm on Monday thru Friday unless CDOT requires something else.

#6 CONTRACTOR SUBMITTALS AFTER AWARD

- Traffic & Pedestrian Control Plan
- Construction Access Plan
- Erosion Control Plan for all disturbed soils
- Schedule of Activities
- Detailed Shop Drawings including Cut Sheets for LED Lights for TOE Approval

APPENDIX C
Eby Creek Rd at Chambers Art Mural Project
GENERAL CONDITIONS

1. Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, permits, licenses, transportation, and other facilities and services necessary for proper execution and completion of the Work.
2. **Tax Exempt** - The Owner is tax exempt; proposals shall not include taxes. A certificate of tax exemption will be provided to the successful candidate.
3. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost thereof. Any failure by Contractor to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the Owner. Owner assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, employees or agents prior to the execution of the Agreement between the Owner and Contractor, unless such understanding or representations are expressly stated in the Agreement.
4. Before commencing activities, Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to Owner.
5. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, quality, sequences and procedures, and for coordinating all portions of the Work. Contractor shall submit a project schedule within ten (10) days of executing this Agreement for approval by Owner (the "Project Schedule"). The Project Schedule shall set forth the timeline and milestones for completion of the Work by Contractor on or before the Contract Time. Contractor shall provide regular monitoring, on at least a monthly basis, of the Project Schedule as construction progresses. Further, Contractor shall maintain and deliver to Owner a daily job report of Work performed, notable events and incidents, weather conditions, subcontractor's performance, any deficiencies (and corrective actions taken), delays, and other information that Owner may reasonably request.
6. Contractor, as soon as practicable, shall furnish in writing to the Owner the names of subcontractors and suppliers for each portion of the Work. If requested by Owner, Contractor shall supply any other information concerning the subcontractors background and experience as reasonably requested by Owner.

7. No charge shall be made by Contractor for hindrances or delays from any cause whatever during the progress of any portion of the Work, unless such hindrance or delay is caused in whole or in part by acts or omissions within the control of Owner. In any event, Owner may grant an extension of the Contract Time for the completion of the Work, provided it is satisfied that delays or hindrances were due to causes outside Contractor's control, e.g., weather, or to acts of omission or commission by the Owner, provided that such extensions of time shall in no instance exceed the time actually lost to Contractor by reason of such causes, and provided further that Contractor shall have given Owner immediate (as determined by the circumstances, but not exceeding 48 hours) notice in writing of the cause of the detention or delay. In the event of any disagreement between Owner and Contractor as to the amount of the adjustment to be made to the Contract Time, the amount of the adjustment not in dispute shall be processed as a Change Order and the amount in dispute shall be processed as a Claim under the provisions of Section 7 of the Agreement and Section 19 below. The burden of proof that an event of delay has occurred which should extend the Contract Time as provided for herein shall be borne by the party claiming such to be the case; provided, however, under no circumstances shall there be an adjustment to the Base Bid Price or the individual Unit Prices.
8. Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions. Further, Contractor shall perform the Work in strict conformance with the Contract Documents. Contractor shall not be relieved of any obligations set forth in the Contract Documents either by activities or duties of Owner, any consultant, or by tests, inspections or approvals required or performed by persons other than Contractor. Contractor shall arrange for tests, inspections and approvals as required by the Contract Documents. If the Contract Documents require any portion of the Work to be inspected tested or approved, Contractor shall give Owner at least twenty-four (24) hours' notice of its readiness so Owner may observe such inspecting, testing or approval. If Owner determines that any Work requires special inspection, testing or approval not already required by the Contract Documents, Owner may instruct Contractor to order such special inspection, testing or approval.
 - 8.1 Contractor shall supervise, coordinate and direct the Work, continuously monitor the performance of the Work, and inspect the quality and workmanship of the Work for any defects and (or) deficiencies in the Work. Contractor shall enforce strict discipline and good order among its employees and subcontractors and shall require subcontractors to do the same. Contractor shall replace on-site supervision personnel as-needed upon performance and based upon Owner's assessment that the Project is not adequately staffed or the Work is not adequately progressing.
 - 8.2 Contractor agrees that only competent and skilled workers who satisfactorily perform their duties shall be employed on the Project and Contractor shall ensure that there are an adequate and competent supply of skilled workers and materials as necessary to carry out the Work on a continuous basis.

9. Contractor shall comply with and give notices required by all federal, state and local laws, statutes, ordinances, building codes, rules and regulations applicable to the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, rules or regulations without notice to Owner, Contractor shall assume full responsibility for such Work and shall bear the attributable costs. Contractor shall promptly notify Owner in writing of any conflicts between the specifications for the Work and such governmental laws, rules and regulations.
10. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Agreement. Contractor shall erect and maintain, as required by existing conditions and performance of the Contract Documents, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.
11. Contractor shall keep the premises/work site and surrounding area free from accumulation of debris and trash related to the Work.
12. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Base Bid Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Payment and performance bonds shall be adjusted accordingly to match approved change orders. These bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. Contractor shall also furnish other bonds as are required by the supplementary conditions. All bonds shall be in forms satisfactory to Owner and be executed by such sureties as (a) are licensed to conduct business in the state where the Project is located, and (b) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

If the surety on any bond furnished by Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of clauses (a) and (b) of the preceding paragraph, Contractor shall within five days thereafter substitute another bond and surety, both of which shall be acceptable to Owner.

13. Contractor shall be solely responsible for the protection of the Work until its final acceptance by Owner. Contractor shall have no claim against Owner because of any

damage or loss to the Work and shall be responsible for the complete restoration of damaged Work to its original condition. In the event Contractor's Work is damaged by another party, not under his supervision or control, Contractor shall make his claim directly with the party involved. If a conflict or disagreement develops between Contractor and another party concerning the responsibility for damage or loss to Contractor's Work, such conflict shall not be cause for delay in Contractor's restoration of the damaged Work.

14. The Contactor shall take out and maintain at their own expense the following minimum limit of insurance:

Commercial General Liability:

- a. [\$1,000,000] combined single limit
- b. [\$2,000,000] aggregate
- c. [\$3,000,000] Umbrella

B. Automobile Liability:

- a. [1,000,000] each accident combined Bodily Injury and Property Damage Liability insurance.

C. Workers' Compensation and Employer's Liability:

- a. Workers' Compensation limits as required by the State of Colorado
- b. Employer's liability limits of [\$1,000,000] per accident.

D. General Contractor shall provide endorsements listing Owner, Owner's Representative and Architect as additional insured.

E. The consultant and their insurance carrier(s) shall agree to a Waiver of Subrogation.

F. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after 30 days prior written notice has been given to the Owner.

G. The General Contractor shall provide Certificates in ACORD format and all renewal notices for each insurance policy required by this clause to the Owner in a timely and proactive manner. Failure of the Owner to receive such certificates and renewal notices shall grant the Owner the right to take remedial action as required protecting its interests.

Certificates of Insurance: Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain provisions naming the Owner its associated or affiliated entities, its successors and assigns, elected officials, employees, agents and volunteers as additional insureds under Contractor's insurance, and that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given the Owner. Contractor and his subcontractors shall not permit any of his subcontractors to start Work until all required insurance have been obtained and certificates with the proper endorsements have been filed

with the Owner. Failure of the Contractor to comply with the foregoing insurance requirements shall in no way waive the Owner's rights hereunder.

All insurance policies in any way related to this Agreement and secured and maintained by Contractor as required herein, shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Town, its agencies, institutions, organizations, officers, agents, employees and volunteers.

15. Owner, at its option, may purchase and maintain such liability insurance as will protect him against claims which may arise from operations under this Agreement. Purchasing and maintaining such insurance, however, will not relieve the Contractor from purchasing and maintaining the insurance hereinbefore specified.
16. Before permitting any of his subcontractors to perform any Work under the Agreement and Contract Documents, Contractor shall either (a) require each of his subcontractors to procure and maintain during the life of his subcontracts, Subcontractor's Public Liability and Property Damage Insurance of the types and in the amounts as may be applicable to his Work, which type and amounts shall be subject to the approval of the Owner, or (b) insure the activities of his subcontractors in his own policy. Coverage required of Contractor and any of its subcontractors shall be primary over any insurance or self-insurance program carried by Owner.
17. Indemnification. The Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless Owner and any of its officials, boards, officers, agents and employees against any losses, claims, damages or liabilities for which Owner or its officials, boards, officers, agents, or employees may become subject to, insofar as any such losses, claims, damages or liabilities arise out of, directly or indirectly, this Agreement, the Work, or are based upon any performance or nonperformance by Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; and Contractor shall reimburse Owner for any and all legal and other expenses including attorney fees incurred by Owner in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnification shall not apply to claims by third parties against Owner to the extent that Owner is liable to such third party for such claim without regard to the involvement of the Contractor. To the extent applicable, nothing shall be interpreted as a waiver of Owner's rights under the Governmental Immunity Act or other protections available to it under the law. This paragraph and the requirement to indemnify Owner and any of its officials, boards, officers, agents or employees shall survive termination or expiration of this Agreement.
18. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Contract Documents, only by Change Order, subject to the limitations stated in the Contract Documents. A Change Order will be used to document any extension of the Contract Time approved in accordance with the Contract Documents or a change in the quantities (additive or deductive) set forth in APPENDIX A to the Agreement (Contractor's Bid Form) (without any change in the Unit Prices). A Change Order shall be a written order to the Contractor signed by Owner to change the Work.

19. Claims.-

19.1 A “Claim” is a demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of the Contract Document terms, payment of money, extension of time or other relief with respect to the terms of the Contract Documents.

19.2 Pending final resolution of a Claim, Contractor shall proceed diligently with performance of the Contract Documents and Owner shall continue to make undisputed payments in accordance with the Contract Documents.

19.3 If Contractor contends that any order from Owner or other event or occurrence shall cause Change(s) in the Work entitling Contractor to adjustment to the Base Bid Price (as the same relates to quantity, but not including Unit Prices) or Contract Time, Contractor shall provide a written notice of claim (“Notice of Claim”) to Owner as provided herein. Such Notice of Claim must clearly identify the order or event which is relied upon and contain a clear statement of why it constitutes a basis for adjustment. Said Notice of Claim shall also include a designation of the provision or provisions in the Contract Documents on which the Claim is based and the amount of time and compensation claimed. All costs, expenses, damages and extensions of time claimed as a result of this alleged change shall be described in reasonable detail under the circumstances together with complete supporting documentation.

19.4 All Claims for increases in the Base Bid Price shall be made in writing to Owner as soon as reasonably practicable but in all events within seven (7) days of Contractor’s knowledge of the circumstances giving rise to such Claim. In making a Claim for an increase in the Base Bid Price, Contractor shall provide Owner with written documentation concerning the Claim, including but not limited to the specific reasons for the Claim and the amount of the Claim. Any such Claim for increase in the Base Bid Price may result in an adjustment in the quantities set forth in APPENDIX A to the Agreement, but under no circumstances shall there be an adjustment to the individual Unit Prices.

In the event that Contractor fails to timely submit a Claim for an increase in the Base Bid Price or Contract Time, or if additional Work is performed prior to the approval of such a Claim, no equitable adjustment shall be made to the Base Bid Price or Contract Time as a result of such Work. Notwithstanding the foregoing, prior notice is not required for Claims relating to an emergency endangering life or property, in which case Contractor shall act, at Contractor’s discretion, to prevent the threatened damage, injury or loss.

19.5 Except as expressly provided in the Contract Documents, Contractor shall not be entitled to any extension of the Contract Time. If Owner finds that Contractor is entitled to any extension of the Contract Time, Owner’s determination as to the total number of days extension shall be based upon the currently approved Project Schedule and on all data relevant to such extension. Such data shall be included in an amendment to the Project Schedule based upon a Change Order executed in accordance with the Contract Documents. Actual delays in activities which, according to the Project Schedule, do not affect the critical path shall not be the basis for a Change Order with respect thereto.

19.6 All Claims for extensions of the Contract Time shall be made in writing to Owner as soon as reasonably practicable but in all events within five (5) days of Contractor's knowledge of the first instance of delay, and the circumstances and activities leading to such claim shall be indicated or referenced on Contractor's daily report for the day(s) affected. However, it is specifically acknowledged that no change in the Project Schedule shall be effective unless and until a Change Order is properly executed in accordance with the Contract Documents. In making a Claim for an extension of time as a result of a delay, Contractor shall provide Owner with the following specific information: nature of the delay; date (or anticipated date) of commencement of delay; activities on the Project Schedule affected by the delay, and(or) new activities delay, and their relationship with existing activities; identification of person(s) or organization(s) or event(s) responsible for the delay; anticipated extent of delay; and recommended action to avoid or minimize the delay.

19.7 All claims, disputes, controversies, and other matters in question between Owner and Contractor shall, in the first instance, be subject to good faith negotiations between the parties. Either party may notify the other of a claim or dispute. Within fifteen (15) days after the delivery of such notification, or such longer period as the parties may mutually agree, the parties shall meet in a good faith to resolve any claims or disputes. In the event the parties cannot reach an agreement then any and all remaining claims, disputes or controversies related to the Contract Documents, or breach thereof, shall be litigated in the District Court for Eagle County, Colorado, which shall be the sole and exclusive forum for such litigation. The parties further acknowledge and agree that Owner shall have the right, but not the obligation, to join any consultant and (or) subcontractor in any such meeting and (or) litigation.

20. Progress Payments:

If the Project is subject to progress payments, not more often than once a month, Contractor shall submit to Owner an application for payment filled out and signed by Contractor covering the Work completed as of the date of the application, and accompanied by such supporting documentation as Owner may reasonably require based on the Base Bid Price/Unit Prices. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the application for payment shall also be accompanied by such data, satisfactory to Owner, as will establish Owner's title to the material and equipment, and protect Owner's interest therein, including applicable insurance. Each subsequent application for payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. The amount of retainage with respect to progress payments will be as set forth in the Agreement.

Owner will, within ten (10) days after receipt of each application for payment, either indicate in writing a recommendation of payment, or return the application to Contractor indicating in writing its reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the application. Owner shall, within twenty (20) days of recommendation of payment, pay Contractor the amount

recommended.

21. Final Payment:

Upon written notice from Contractor that the Work is complete, Owner will make a final inspection with Contractor, and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies. Defects are those identified by a Town of Eagle Official(s) and shall be judged on quality by that Official(s).

After Contractor has completed all such corrections to the satisfaction of Owner, and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents or as-built drawings covering all of the Work, Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by all documentation called for in the Contract Documents, and such other data and schedules, releases and waivers as Owner may reasonably require. Contractor, upon request, will furnish receipts or releases in full or an affidavit of Contractor that the releases and receipts include all labor, services, material, and equipment for which lien could be filed, and that all payrolls, material, and equipment bills, and other indebtedness connected with the Work, for which Owner might in any way be responsible.

21.1 The making of final payment shall constitute a waiver of all claims by the Town except those arising from:

- a. Unsettled claims;
- b. Faulty or defective Work appearing after completion of the Work;
- c. Failure of the Work to comply with the requirements of the Contract Documents;
or
- d. Terms of any warranties or special warranties required by the Contract Documents.

21.2 The acceptance of final payment by Contractor shall constitute a waiver of all claims by Contractor except those previously made in writing and separately identified by Contractor as unsettled in the final Application for Payment.

21.3 All provisions of the Contract Documents including without limitation those establishing obligations and procedures or surviving termination or expiration hereof, shall remain in full and effect notwithstanding the making or acceptance of final payment.

- 21.4 No payment, including final payment, shall be construed as an acceptance of defective or incomplete Work, and Contractor shall remain responsible for its performance conforming with the requirements of the Contract Documents.
22. Final payment is subject to the Final Settlement requirements and time periods set forth in C.R.S. §38-26-107.
23. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any application for payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests, and encumbrances (in these General Conditions referred to as "Liens").
24. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither the recommendation of any progress or final payment nor the payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Owner, nor any act of acceptance by Owner, nor any failure to do so, nor any correction of defective Work by Owner shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.
25. If Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor to stop the Work until the correction is made.
26. Contractor shall promptly correct Work rejected by Owner as failing to conform to the requirements of the Contract Documents and Contractor shall bear the cost of correcting such rejected Work.
27. Contractor warrants to Owner that: (i) materials and equipment furnished under the Contract Documents shall be of first class quality and new unless otherwise required or permitted by the Contract Documents; (ii) the Work shall be free from defects and deficiencies; (iii) the Work shall conform to the requirements of the Contract Documents, applicable laws and applicable permits; and (iv) the Work shall be performed in a good workmanlike manner. All guarantees or warranties of equipment or materials furnished to Contractor or any subcontractor(s) by any manufacturer or supplier shall be for the benefit of Owner. Contractor shall and hereby does covenant, warrant and agree that it shall repair or replace any and all of the Work, together with other Work which may be displaced in so doing, that does not conform with the requirements of this Section 27, without any cost to Owner for a period of twelve (12) months following the date of completion of the Work. This obligation shall survive both final payment for the Work or designated portion thereof and termination of this Agreement. Further, any Work corrected in accordance with this Section 27 by Contractor, shall be subject to an additional one (1) year warranty from the date of correction on the same terms and

conditions as the initial warranty. The extended warranty shall only apply to the items of Work requiring correction.

28. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. If, within twelve (12) months following the date of completion of the Work, or such longer period of time as may be set forth in the Agreement (including the bid), prescribed by law, prescribed by the terms of any applicable warranty given by a materials supplier or required by or a part of the Agreement, any Work is found to be defective, Contractor shall promptly, without cost to Owner, and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the site, and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected, removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. Any defective Work corrected by Contractor in accordance with this Section 28, shall extend the warranty for an additional one (1) year from the date of the correction of the defective Work on the same terms and conditions as the initial warranty. The extended warranty shall apply only to the items of Work requiring correction.
29. If Contractor defaults or neglects to carry out the Work in accordance with the Agreement and fails within a seven day (7) period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Agreement may be terminated by Owner or a Change Order shall be issued deducting the cost of correction from payments due the Contractor. The cost of correcting such deficiencies set forth in said Change Orders shall be calculated based upon the Unit Prices, plus Owner's actual, out-of-pocket expenses plus a surcharge equal to five percent (5%).
30. The performance of the Work may be terminated at any time in whole, or from time to time in part, by Owner for its convenience. Any such termination shall be effected by delivery to Contractor of a written notice ("Notice of Termination") specifying the extent to which performance of the Work is terminated and the date upon which termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by Owner, Contractor shall, in good faith, and to the best of its ability, do all things necessary, in the light of such notice and of such requests in implementation thereof as Owner may make, to assure the efficient, proper closeout of the terminated Work (including the protection of Owner's property). Among other things, Contractor shall, except as otherwise directed or approved by Owner:
 - a. stop the Work on the date and to the extent specified in the Notice of Termination;

- b. place no further orders or subcontracts for services, equipment or materials except as may be necessary for completion of such portion of the Work as is not terminated;
- c. terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
- d. assign to Owner, in the manner and to the extent directed by it, all of the right, title and interest of Contractor under the orders or subcontracts so terminated, in which case Owner shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- e. with the approval of Owner, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts; and
- f. deliver to Owner, when and as directed by Owner, all documents and all property which, if the Work had been completed, Contractor would be required to account for or deliver to Owner, and transfer title to such property to Owner to the extent not already transferred.

In the event of such termination, there shall be an equitable reduction of the Base Bid Price to reflect the reduction in the Work.

GENERAL PROVISIONS
EBY CREEK RD at CHAMBERS ART MURAL PROJECT

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

- Advertisement for Bids
- Instruction to Bidders
- Appendix A - Bid Form
- Appendix B - Technical Specifications
- Appendix C – General Conditions
- General Provisions
- Special Provisions
- Contract Forms
 - A. Construction Contract;
 - B. Certificate of Insurance Verification;
 - C. Notice of Award;
 - D. Notice to Proceed;
 - E. Bid Bond;
 - F. Payment and Performance Bond;
 - G. Certificate of Final Payment;
 - H. Final Acceptance Form;
- Documentation submitted by Contractor prior to Notice of Award

1.02 CHANGE ORDER:

A written order issued by the Town after execution of the Contract authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 TOWN:

The Town of Eagle, Colorado.

1.04 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the Work and materials therefor.

1.05 CONTRACT PRICE:

The amount set forth in Paragraph 4 of the Construction Contract.

1.06 CONTRACT TIME:

The time for completion of the Work as set forth in Paragraph 3 of the Construction Contract.

1.07 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.08 FINAL COMPLETION:

The date as certified by the Project Manager when all of the Work is completed and final payment may be made.

1.09 PROJECT MANAGER:

The Owner's duly authorized representative in connection with the Work.

1.10 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or on behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Work, or when the Town may occupy or take possession of all or substantially all of the Work and put it to beneficial use for its intended purposes.

1.12 WORK:

All the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

PART 2. TIME**2.01 TIME OF THE ESSENCE:**

All times stated in the Contract Documents are of the essence.

2.02 FINAL ACCEPTANCE:

Upon Final Completion, the Project Manager will issue final acceptance.

2.03 CHANGES IN THE WORK:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Eagle Town Council shall be required, and if such approval is not obtained, the Town shall have no payment obligation regardless of whether the Work pursuant to the Change Order has been performed.

2.04 DELAYS:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, unanticipated adverse weather conditions, or other unavoidable casualties beyond Contractor's control other than unanticipated adverse weather conditions, the Contract Time shall be extended for a reasonable period of time. "Weather" means precipitation, temperature, or wind, and an "adverse weather condition" means weather that on any calendar day varies from the

average weather conditions for that day by more than 100% as measured by the National Oceanic and Atmospheric Administration. The term "unanticipated adverse weather conditions" means the number of days in excess of the anticipated adverse weather days per month as set forth below:

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
7	4	4	4	6	3	4	2	3	3	2	5

By reason of example only, if in March there are 2 days of adverse weather conditions, Contractor may not request an additional time extension as anticipated adverse weather days are included in the schedule. However, if in March there are 5 days of adverse weather conditions, Contractor shall be entitled to request a time extension of one additional day.

B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than 7 days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

2.05 NO DAMAGES FOR DELAY:

In strict accordance with C.R.S. § 24-91-103.5, the Town shall not amend the Contract Price to provide for additional compensation for any delays in performance which are not the result of acts or omissions of the Town or persons acting on behalf of the Town.

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 DUTY TO INSPECT:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

3.03 FURNISHING OF LABOR AND MATERIALS:

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

B. In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.

C. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*

3.04 EMPLOYEE SAFETY AND CONDUCT:

A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Work any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the work site and adjacent property.

D. Contractor and its employees, and employees of Contractor's suppliers, agents, and subcontractors shall at all times treat residents and the public with respect and courtesy. Contractor shall conduct his work in such a manner as to cause the least inconvenience to local residents and the public. The Project Manager may demand dismissal of workers for any of the following:

1. Being discourteous or disrespectful to local residents or the public.
2. Abuse or taunting of pets.
3. Disposing of rubbish in locations other than approved receptacles.
4. Use of vulgar, abusive, or harassing language or gestures.
5. Use or possession of alcoholic beverages or drugs other than over-the-counter and prescription drugs.
6. Elimination of body waste in locations other than approved sanitation facilities.
7. Damage or defacement of private property outside of street right-of-way and not necessary for the completion of the Work.
8. Trespassing on private property.
9. Use of water from private residences without permission from the resident.

3.05 CLEANUP:

A. Contractor shall keep the work site and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the work site, including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.

B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of an invoice, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Work, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Work, except the Town of Eagle Sales Tax, for purchases within the Town, and shall procure all permits and licenses necessary for the prosecution of the Work. Contractor shall obtain a Town tax-exempt number for the sales tax exemption.

3.08 SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Work. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. Contractor shall furnish to the Project Manager at the time the Construction Contract is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Town reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractors shall conform with the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

3.12 OTHER CONTRACTS:

The Town reserves the right to let other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the work site necessary to perform their contracts.

3.13 COMMUNICATION:

Contractor shall direct all communications to the Town regarding the Work to the attention of the Project Manager.

PART 4. TERMINATION

4.01 LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site, Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving 48 hours' written notice of its intent to do so.

4.02 DEFAULT:

The Town may terminate this Contract upon thirty days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including without limitation an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

PART 5. WARRANTIES:

5.01 WARRANTY OF FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the Town that all equipment and materials used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 GENERAL WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two years from the date of final acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the

direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Payment and Performance Bond any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract or the Contract Documents, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

B. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

C. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6) and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

6.02 NOTICE OF CLAIM:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing within 24 hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 INSURANCE:

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

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

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

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

6.04 PERFORMANCE AND PAYMENT BOND:

Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. This bond shall remain in effect at least until 2 years after the date of Final Completion.

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

A. The Town shall make periodic progress payments to Contractor within 30 days following the Project Manager's approval of the Work completed. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to 90% of the Work actually completed. Completed Work shall include materials and equipment not incorporated in the Work but delivered to the work site and suitably stored.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract

Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

7.02 FINAL PAYMENT:

Upon final acceptance of the Work, the Town shall make final payment to Contractor pursuant to C.R.S. § 38-26-107.

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed after the Final Completion date stated in the Construction Contract, as modified through approved change orders, Contractor shall be assessed the following amounts unless the contract contains a different amount:

Contract Price	Amount per day
\$0-\$50,000	\$400
\$50,000-\$100,000	\$500
\$100,000-\$250,000	\$600
\$250,000-\$500,000	\$800
\$500,000-\$1,000,000	\$900
\$1,000,000-\$2,000,000	\$1,000
\$2,000,000-\$4,000,000	\$1,500
\$4,000,000-\$8,000,000	\$2,000
\$8,000,000-\$12,000,000	\$3,000
\$12,000,000 or greater	\$4,000

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver by the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Eagle Board of Trustees. The Town acknowledges that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Eagle Town Council.

7.05 ITEMS NOT INCLUDED IN BID:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Bid as a Bid item.

7.06 CHANGES IN QUANTITY:

A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.

B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.

C. **Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed 105% of the quantity listed on the Bid Schedule.**

D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 BID PRICE ADJUSTMENTS:

A. When a major item is increased to more than 125% or decreased below 75% of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.

B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds 10% of the original Contract Price.

7.08 ELIMINATED ITEMS:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the work site but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Work and conforms with the Contract Documents. Payments shall not exceed 85% of the price shown in the Bid Schedule or 100% of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 COST RECORDS:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

Any and all publications relating to the Work and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 CONFIDENTIALITY:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 INDEPENDENT CONTRACTOR:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

PART 9. CLAIMS

A. "Claim" is a demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of the Contract Document terms, payment of money, extension of time or other relief with respect to the terms of the Contract Documents.

B. Pending final resolution of a Claim, Contractor shall proceed diligently with performance of the Contract Documents and Owner shall continue to make undisputed payments in accordance with the Contract Documents.

C. If Contractor contends that any order from Owner or other event or occurrence shall cause Change(s) in the Work entitling Contractor to adjustment to the Base Bid Price (as the same relates to quantity, but not including Unit Prices) or Contract Time, Contractor shall provide a written notice of claim ("Notice of Claim") to Owner as provided herein. Such Notice of Claim must clearly identify the order or event which is relied upon and contain a clear statement of why it constitutes a basis for adjustment. Said Notice of Claim shall also include a designation of the provision or provisions in the Contract Documents on which the Claim is based and the amount of time and compensation claimed. All costs, expenses, damages and extensions of time claimed as a result of this alleged change shall be described in reasonable detail under the circumstances together with complete supporting documentation.

D. All Claims for increases in the Base Bid Price shall be made in writing to Owner as soon as reasonably practicable but in all events within seven (7) days of Contractor's knowledge of the

circumstances giving rise to such Claim. In making a Claim for an increase in the Base Bid Price, Contractor shall provide Owner with written documentation concerning the Claim, including but not limited to the specific reasons for the Claim and the amount of the Claim. Any such Claim for increase in the Base Bid Price may result in an adjustment in the quantities set forth in Bid Form to the Agreement, but under no circumstances shall there be an adjustment to the individual Unit Prices.

In the event that Contractor fails to timely submit a Claim for an increase in the Base Bid Price or Contract Time, or if additional Work is performed prior to the approval of such a Claim, no equitable adjustment shall be made to the Base Bid Price or Contract Time as a result of such Work. Notwithstanding the foregoing, prior notice is not required for Claims relating to an emergency endangering life or property, in which case Contractor shall act, at Contractor's discretion, to prevent the threatened damage, injury or loss.

E. Except as expressly provided in the Contract Documents, Contractor shall not be entitled to any extension of the Contract Time. If Owner finds that Contractor is entitled to any extension of the Contract Time, Owner's determination as to the total number of days extension shall be based upon the currently approved Project Schedule and on all data relevant to such extension. Such data shall be included in an amendment to the Project Schedule based upon a Change Order executed in accordance with the Contract Documents. Actual delays in activities which, according to the Project Schedule, do not affect the critical path shall not be the basis for a Change Order with respect thereto.

F. All Claims for extensions of the Contract Time shall be made in writing to Owner as soon as reasonably practicable but in all events within five (5) days of Contractor's knowledge of the first instance of delay, and the circumstances and activities leading to such claim shall be indicated or referenced on Contractor's daily report for the day(s) affected. However, it is specifically acknowledged that no change in the Project Schedule shall be effective unless and until a Change Order is properly executed in accordance with the Contract Documents. In making a Claim for an extension of time as a result of a delay, Contractor shall provide Owner with the following specific information: nature of the delay; date (or anticipated date) of commencement of delay; activities on the Project Schedule affected by the delay, and (or) new activities delay, and their relationship with existing activities; identification of person(s) or organization(s) or event(s) responsible for the delay; anticipated extent of delay; and recommended action to avoid or minimize the delay.

G. All claims, disputes, controversies and other matters in question between Owner and Contractor shall, in the first instance, be subject to good faith negotiations between the parties. Either party may notify the other of a claim or dispute. Within fifteen (15) days after the delivery of such notification, or such longer period as the parties may mutually agree, the parties shall meet in a good faith to resolve any claims or disputes. In the event the parties cannot reach an agreement then any and all remaining claims, disputes or controversies related to the Contract Documents, or breach thereof, shall be litigated in the District Court for Eagle County, Colorado, which shall be the sole and exclusive forum for such litigation. The parties further acknowledge and agree that Owner shall have the right, but not the obligation, to join any consultant and (or) subcontractor in any such meeting and (or) litigation.

SPECIAL PROVISIONS

Eby Creek Rd at Chambers Art Mural Project

1. **General.**

A. All labor, services, material, and other work necessary for the construction of Eby Creek Rd at Chambers Art Mural Project shall be provided by Contractor. Contractor's responsibilities shall include without limitation: managing the budget; scheduling and coordinating work meetings; conducting public outreach to affecting pedestrian and motorists including detours and delays; and timely processing field orders, change orders and notices of substantial completion.

B. Contractor shall carefully examine all Work, and shall be solely responsible for the character, quality, and quantities of Work, materials, and compliance with the Contract Documents.

C. Contractor shall identify any and all necessary easements for construction and maintenance of the Work.

2. **Other Regulations.**

A. Contractor shall ensure that the Work is in compliance Manual of Uniform Traffic Control Devices (MUTCD).

3. **Representatives.** Contractor shall have at the work site at all times as its agent, a competent superintendent capable of reading and thoroughly understanding the Contract Documents and being thoroughly experienced in the type of work being performed. The Town shall have a representative on the job site as needed to observe work for conformance with the Contract Documents.

4. **Work Administration.** The Town shall administer the Work, including the finalization of any change orders, pay estimates and payments of such, acceptance of work, and other matters as stipulated in the Contract Documents.

5. **Owner.** The Owner for this Work shall be the Town of Eagle.

6. **Inspections and Testing.**

A. Contractor shall be responsible for performing materials testing. In addition to the materials testing performed by Contractor, the Town may conduct Quality Assurance testing at its own discretion.

B. Contractor shall coordinate its construction schedule with the testing agency and Town so that key inspection points may be observed. If Contractor fails to provide reasonably adequate notice or proceeds without the required inspection, the subject work shall be re-exposed or redone in its entirety, while the inspector is present. No extra compensation shall be awarded to Contractor for extra work due to Contractor's failure to coordinate inspections with the testing agency or the Town. All costs associated with Contractor's failure to coordinate inspections shall be borne by Contractor.

C. Contractor shall perform construction inspections. Contractor shall attend any pre-construction meeting(s) and be available to provide technical assistance during construction as necessary. Contractor shall provide site visits and reviews upon request from the Town during the construction phase to ensure compliance with the intent of the plans and to resolve any potential conflicts. Contractor shall provide a written summary after each site visit.

D. Contractor shall be responsible for scheduling the final inspection with the Town.

7. Construction Schedule.

A. At the time of the Pre-construction Conference, Contractor shall prepare and submit to the Town for review a construction schedule including: proposed daily construction hours; details of all construction items; start and finish dates; confirmation and dates for coordinating all utility relocation and/or interruptions; and the same information for all subcontractor(s). The schedule shall not be changed without prior notification and review by the Town. The schedule shall be in the form of a chart of suitable scale to indicate approximately the percentage of Work scheduled for completion at any time. Contractor shall enter on the chart the actual progress at the end of each 2-week interval as directed by the Town and shall deliver to the Town 3 copies thereof on a biweekly basis.

B. All construction activities shall be coordinated with the Project Manager.

8. Saturday, Sunday, Holiday and Night Work.

A. Work shall not be performed on Saturdays, Sundays, observed holidays, or outside of the daytime working hours of 7:00 a.m. to 7:00 p.m., or as indicated on the construction schedule unless approved in writing by the Town Engineer.

B. All Work on Eby Creek shall occur outside of peak traffic periods of Monday-Friday 7:00 am to 9:00 am & 3:00 pm to 5:30 pm or as directed by CDOT. Saturday and/or Sunday work will be considered. Contractor shall decide with the Town during the pre-construction meeting for scheduling this Work. Proper night-time traffic control devices and equipment must be used for this Work.

9. Progress Reports.

A. Contractor shall prepare at least monthly a progress report in a form, in sufficient detail, and of a character approved by the Project Manager. The progress report shall specify an estimated percentage of completion (including percentage of completion of each activity and event shown on the progress schedule), whether the project is on schedule and, if not, the reasons therefore and any proposed adjustments to the schedule, as well as the contract time worked for each category of labor and the projected Work to be completed in the next succeeding month.

B. If the completion of any part of the Work or the delivery of materials is behind the approved schedule, Contractor shall submit a plan acceptable to the Project Manager for bringing the Work up to schedule. The Town may withhold progress payments for the work if Contractor fails to update and submit the progress/manpower schedule and reports as specified.

10. Pre-construction Conference.

A. Contractor shall coordinate the Pre-construction Conference. Contractor's designated supervisor(s) assigned to the Work shall attend this meeting.

B. Prior to mobilizing construction equipment, a Pre-construction Conference will be held. Contractor's designated superintendent(s) or supervisor(s) assigned to the Work shall attend this meeting. Contractor shall, at a minimum, provide the following to the Town at the Pre-construction Conference:

(1) The construction schedules;

- (2) A detailed estimate of partial payments for the Work;
- (3) The traffic & pedestrian control plan;
- (4) A detailed plan showing erosion control, site access, and staging areas; and
- (5) A subcontractor submittal, including names and contact phone numbers.

11. Fees and Permits.

A. Prior to commencing any Work, Contractor shall secure, at its own expense, all necessary fees and permits required for the performance of the Work. The cost of compliance with this Section (including fees) is included in the Contract Price, and no additional compensation shall be provided.

B. All fees for permits issued by the Town shall be waived.

12. Existing Utilities.

A. The Work shall be coordinated with all impacted utility companies, districts, associations, agencies, and residents located in the work site. Contractor shall conduct the meeting and provide summary minutes.

B. Contractor shall determine the actual location of all existing utilities prior to starting any Work. Contractor shall contact utility companies for field locations prior to the start of Construction Work and shall contact all utilities at least 48 hours prior to beginning excavation or grading. If the exact location and depth of existing underground utilities are unknown, Contractor shall perform all necessary exploratory excavation to locate these facilities which may affect the Work prior to beginning construction. Contractor shall obtain required locates and Contractor shall include the information on the plans. Contractor shall resolve any utility discrepancies. Contractor shall be liable for all damage done to existing utilities in the performance of the Work.

C. If Contractor requests that utility companies relocate utilities for Contractor's convenience, such relocation shall be at Contractor's expense.

D. The time of performance under the Contract shall not be extended to account for repair of utilities which are damaged by Contractor.

13. Water and Electricity. Contractor shall provide and maintain, at its own expense, an adequate supply of water and electricity required for the Work. Contractor shall install and maintain supply connections and lines satisfactory to the Project Manager, and prior to Final Completion, Contractor shall remove the supply lines at its expense.

14. Dust Control. Contractor shall use measures to prevent and control dust within the area affected by the Work. No additional compensation shall be paid to Contractor for dust control. Contractor shall clean any soil, dirt, or debris tracked onto any adjacent streets. Within 24 hours of notification by the Town that any adjacent streets require cleaning, Contractor shall clean such streets or the Town may have the streets cleaned and deduct the cost of such cleaning from the Contract Price.

15. Construction Staging Areas. All construction staging areas shall be located within the work site. The boundaries of construction staging areas shall be approved by the Town. Construction staging areas shall be used for material storage, parking for equipment, and employees' vehicles. A construction trailer shall not be required, but may be used if the location of the trailer is approved by the Town. Upon Final Completion, all staging areas shall be clean and restored to their original

condition. No additional compensation shall be provided to Contractor for cleaning of construction staging areas.

16. Sanitary Facilities.

A. Sanitary convenience for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers and in such a manner and at such points as approved by the Town. The contents shall be removed and disposed of in a satisfactory manner.

B. The sanitary conveniences specified above shall be the obligation and responsibility of Contractor. The facilities shall be made available to all other contractors, subcontractors, and inspection personnel in the work site.

C. Contractor shall supply sufficient drinking water from approved sources to all of its employees.

D. Full compensation for compliance with this Section is included in the Contract Price, and no additional compensation shall be provided.

17. Soils Investigations and Foundation Engineering. Contractor shall obtain any necessary test pits or borings to accomplish the foundation design for the project. Full compensation for compliance with this Section is included in the Contract Price, and no additional compensation shall be provided.

18. Lines and Grades. Contractor shall lay out the Work and shall be responsible for all measurements in connection therewith. Contractor shall, at its own expense, furnish all stakes, templates, platforms, equipment, and labor, including surveyors, that may be required in setting and cutting or laying out any part of the Work. Contractor shall be responsible for the proper execution of the Work to such lines and grades.

19. Traffic & Pedestrian Control.

A. Contractor shall furnish all necessary flag persons; erect and maintain warning lights, advance warning signs, detour signs, barricades, temporary fence, and sufficient safeguards around all excavations, embankments, obstructions; and perform any other work necessary for the protection of all work being performed, and for the safety of the public and pedestrian traffic, as well as motor vehicles. All signs and barricades shall conform to the current Manual on Uniform Traffic Control Devices.

B. At the Pre-construction Conference, Contractor shall submit copies of a traffic control plan for review by the Town. The plan shall discuss the traffic control measures proposed for the safety of vehicular and pedestrian traffic through the work site.

C. Contractor shall at all times take proper precautions for the protection of and replacement or restoration of landscaping, driveway culverts, street intersection culverts or aprons, irrigation crossings and systems, mailboxes, driveway approaches, signs, existing utilities, and all other public and private installations that may be encountered during the Work.

D. No driveway or private alley shall be blocked without prior written permission from the resident who would be affected by such blocking, with a copy to the Town.

E. No road shall be closed at any time. A single lane closure will be considered for northbound Eby Creek Road work. Contractor shall submit a MHT and schedule for approval prior

to the start of work.

F. Contractor shall advise the Police Department, school districts, trash services, and homeowners of any lane closures, including dates and times.

G. It is anticipated that a large number of employees will use automobiles for transportation to and from the work site. It shall be Contractor's responsibility to: maintain, protect, and control traffic in the vicinity of and in the work site; restrict parking on streets near the work site; and provide necessary parking areas for all employees in suitable locations as approved by the Town.

20. Archaeological and Historical Discoveries.

A. Contractor shall inform the Town of any evidence which might suggest to a layperson that archaeological or historical materials may be present at the site. Upon making such a discovery, Contractor shall avoid disturbing the site. This may require that Contractor's activities be redirected or stopped until the Town determines how to proceed.

B. As a result of Contractor's efforts to preserve the potential discovery at the work site, if Contractor's activities are delayed for longer than 8 normal work hours, Contractor shall prepare accounting information to support an adjustment to the Contract Price.

21. Water Control.

A. Contractor shall take necessary precautions to construct the Work in a dry condition, and shall provide for drainage, dewatering, and control of all surface and subsurface water and shall erect any necessary temporary structures or other facilities at its own expense.

B. Contractor, at its own expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all the areas from the commencement of Work through Final Completion.

C. Contractor shall be responsible for furnishing, transporting, and installing all materials and equipment, well points, pumping, channelization, diversion, damming, or other means of controlling surface water and ground waters.

22. Disposal Site

A. Contractor shall be responsible for the removal of all excess excavation, debris, material, muck, asphalt, concrete, trees, stumps, remains from clearing and grubbing, and all other materials not used for the construction of the improvements. Costs of disposal are included in the Contract Price and shall not entitle Contractor to additional compensation. Contractor shall designate in writing a disposal site located outside the Town limits and acceptable to the Town. Asphalt millings shall be delivered to town Water Treatment Facility at 311 Violet Lane, Eagle CO.

B. Contractor's cost for loading, hauling, daily cleaning of streets, disposal of the earthwork (excavation) materials, together with the construction, maintaining and watering of haul roads, and dump fees and permits are included in the Contract Price and shall not entitle Contractor to additional compensation.

23. Video Prior to Construction. Contractor shall take a video of the entire work site prior to beginning construction, including all adjacent areas, at Contractor's own expense. One copy of the video shall be provided to the Town if requested and become the property of the Town.

25. Existing Improvements and Restoration.

A. Contractor has field inspected the work site and fully understands that existing landscaping and improvements are present within the work site. Some landscaping & improvements must be removed to complete this work and will need to be disposed of. Such other existing improvements shall be protected. Any damage or disruption in the public right-of-way, easements, Town property, or private property related to the Work shall be restored to pre-existing or better condition.

B. Contractor shall be responsible for replacing all existing improvements except that vegetation needing to be removed for the construction of this project, including irrigation systems and landscaping, damaged during Contractor's activities, except as otherwise provided in the Contract Documents.

26. Erosion Control. Contractor shall provide an erosion/sediment control plan for use during construction. The plan shall include site specific details showing the type, location, and quantity of BMPs to be used. The erosion/sediment control plan shall be designed to prevent sediment from leaving the construction area. Special attention shall be given to prevent sediment from entering into any wetland area.

27. Vandalism. Contractor shall take all necessary steps to protect the work site from vandalism. Contractor shall be solely responsible to repair any damage caused by vandalism, including the removal of graffiti, at Contractor's own cost. The Contract Price shall not be increased to reimburse Contractor for such costs.

These documents and plans have been created by and are the exclusive intellectual property of Adcon Inc. Any unauthorized use, disclosure, dissemination or duplication of any of the information contained herein may result in liability under applicable laws.

Design Proposal for:
Norris Design
Eagle County Road Sign

Eagle, CO 81631

Sign Type: Billboard

Date: August 15, 2022

Drawn by: _____ Skip W.

Account Manager: Conor L.

Project Manager: _____

Client Approval

Signature _____

Date _____

NOTE: Please ensure all red line changes are noted on this drawing prior to returning it to ADCON. Subsequent to ADCON incorporating the red line changes requested on this drawing, any further changes will result in additional billing at the rate of \$86 per hour.

☐ Approved☐ Approved As Noted☐ **Revise And Resubmit**

Production Mgr. Approval	Date
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Project Mgr. Approval	Date
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Account Mgr. Approval	Date
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P&D Mgr. Approval	Date
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Revision Notes:

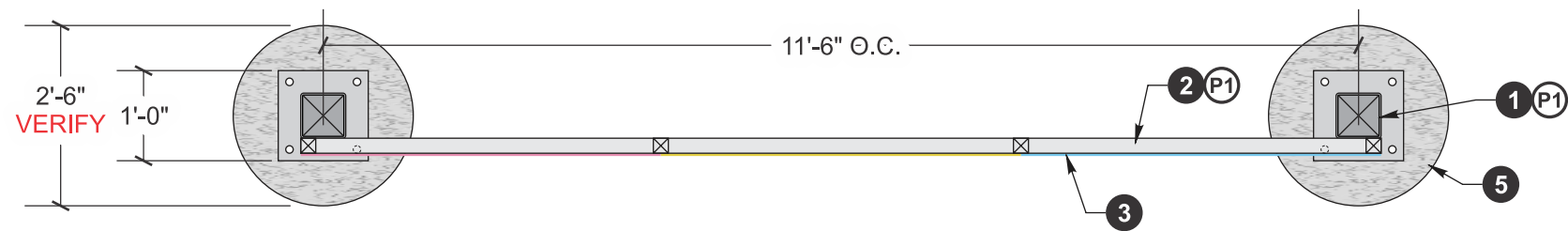
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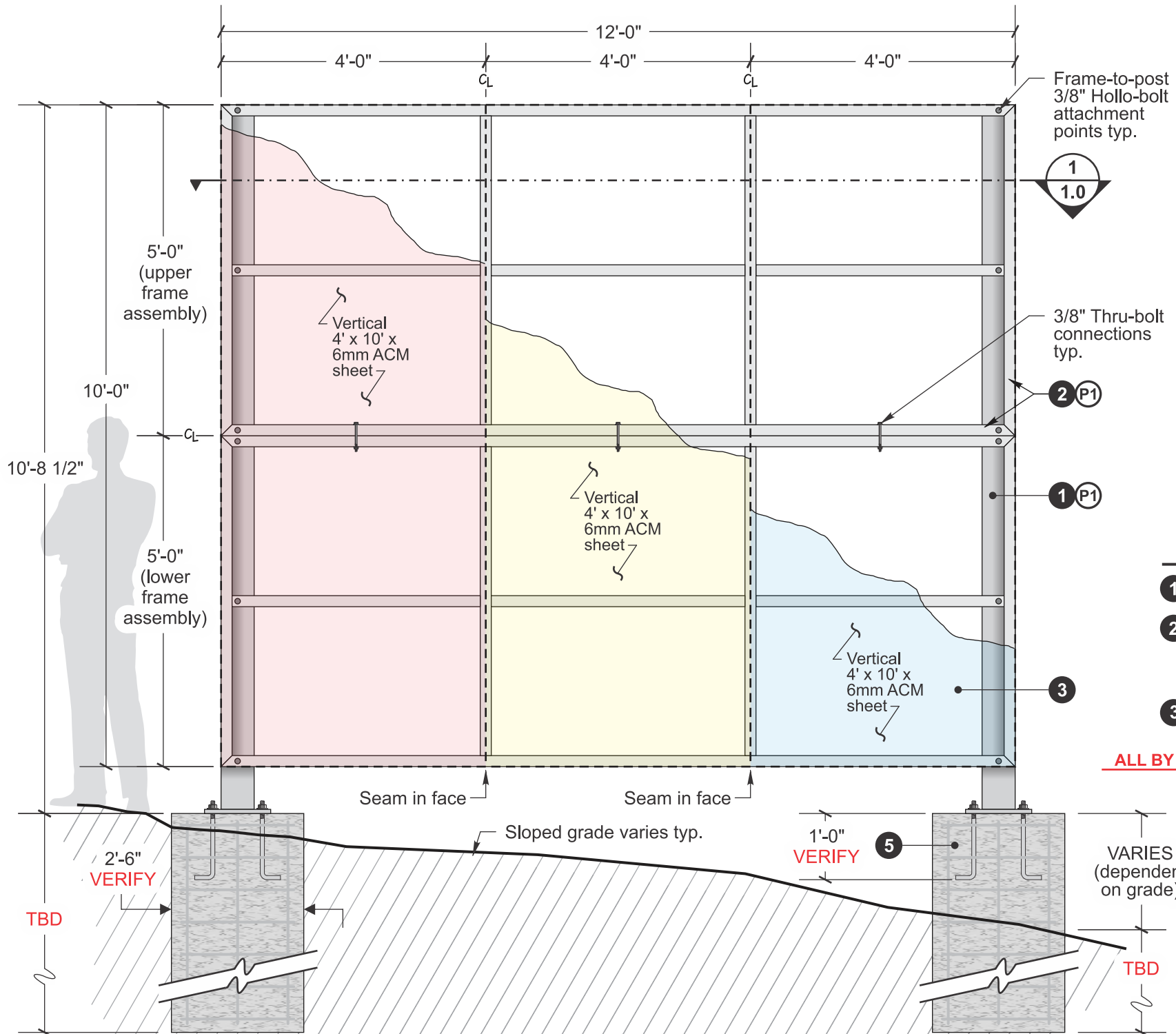
Rev. No. **A** Date: _____
By: _____

Sheet No. **1.0**

Page 150 of 311



1 PLAN VIEW/ SECTION
1.0 SCALE: 1/2"= 1'-0"



2 FRAME FRONT VIEW W/ FACE CUTAWAY
1.0 SCALE: 1/2"= 1'-0"



3 MURAL DISPLAY W/ EXAMPLE GRAPHICS
1.0 SCALE: N.T.S.

SPECIFICATIONS FOR (9) NON-ILLUMINATED S/F BILLBOARDS

- 1 POSTS=** (2) 6" x 6" x 1/4" Steel sq. tube w/ capped top and 3/4" mounting flange
 - 2 FRAME=** (2) welded sections (upper & lower): 2" x 2" x 1/8" Steel sq. tube
Attachment: Frame sections are thru-bolted together w/ 3/8" hardware then attached to posts w/ Lindapter 3/8" Hollo-bolts
Note: All frame attachment points are pre-drilled including face panel mounting holes
 - 3 FACE PANELS=** (3) Vertically positioned 6 mm ACM (aluminum composite material) sheets
Attachment: Panels have perimeter countersink holes in face for screw type fasteners
Note: Panels to be shipped to mural artist after in shop test fitment to frame
- BY OTHERS**

ALL BY OTHERS

- 4 GRAPHICS=** Various custom hand painted murals
- 5 CAISSONS=** Sonotube formed concrete w/ rebar cage and embedded 3/4" J-bolts
- INSTALL=** (2) Posts, (2) frame assemblies, and (3) face panels are to be assembled in field and then mounted to concrete caissons

COLORS AND FINISHES

- (P1)** Hot-dip Galvanized coating



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PROPOSAL

Proposal #: 5134B

Proposal Date: 12/05/22
Customer #: 5490
Page: 1 of 5

SOLD TO:	JOB LOCATION:
NORRIS DESIGN - FRISCO PO BOX 2320 409 EAST MAIN STREET, STE 207 FRISCO CO 80443	EAGLE COUNTY ROAD SIGN EAGLE CO 81631

ADCON (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #5134 EAGLE, CO - ROADSIGN DISPLAY		
3	QUOTE #5134AA FRAMEWORK FABRICATION (INCLUDES ILLUMINATION) - 10' X 16' S/F - structural framing TBD & as req'd by engineering. 10' x 16' framework built to match artist design intent for sign face panel attachment to frame. DOES NOT INCLUDE ACM MATERIAL (ALREADY PROVIDED BY OTHERS). FINAL PROJECT COSTS TBD BY ENGINEERING REQUIREMENTS. SUBJECT TO CHANGE ORDER. **INCLUDES EXTERNAL ILLUMINATION - external illumination fixture(s) w/ LED strip lighting to wash downward the face of the sign/mural.	\$22,600.00	\$67,800.00
3	QUOTE #5134BB FRAMEWORK FABRICATION (INCLUDES ILLUMINATION) - 10' X 12' S/F - structural framing TBD & as req'd by engineering. 10' x 12' framework built to match artist design intent for sign face panel attachment to frame. DOES NOT INCLUDE ACM MATERIAL (ALREADY PROVIDED BY OTHERS). FINAL PROJECT COSTS TBD BY ENGINEERING REQUIREMENTS. SUBJECT TO CHANGE ORDER. **INCLUDES EXTERNAL ILLUMINATION - external illumination fixture(s) w/ LED strip lighting to wash downward the face of the sign/mural.	\$19,900.00	\$59,700.00
3	QUOTE #5134CC FRAMEWORK FABRICATION (INCLUDES ILLUMINATION) - 10' X 8' S/F - structural framing TBD & as req'd by engineering. 10' x 8' framework built to match artist design intent for sign face panel attachment to frame. DOES NOT INCLUDE ACM MATERIAL (ALREADY PROVIDED BY OTHERS). FINAL PROJECT COSTS TBD BY ENGINEERING REQUIREMENTS. SUBJECT TO CHANGE ORDER. **INCLUDES EXTERNAL ILLUMINATION - external illumination fixture(s) w/ LED strip lighting to wash downward the face of the sign/mural.	\$17,250.00	\$51,750.00
1	QUOTE #5134D ENGINEERING - engineering fees	\$2,900.00	\$2,900.00
1	QUOTE #5134E FREIGHT - freight all (9) frame structures to Eagle, CO for install by others.	\$1,800.00	\$1,800.00

COMPANY INITIALS _____

CUSTOMER INITIALS _____



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PROPOSAL

Proposal #: 5134B

Proposal Date: 12/05/22
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Page: 2 of 5

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$183,950.00

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION

UNLESS SPECIFICALLY STATED ABOVE: THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, GOVERNMENTAL REQUIRED INSPECTIONS, TRAFFIC CONTROL, REMOVAL OR REPLACEMENT OF LANDSCAPING OR TAX.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN CHANGE ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID SIGN(S) SHALL REMAIN IN ADCON'S NAME UNTIL PAID FOR IN FULL. AFTER DELIVERY TO THE CUSTOMER, ANY AND ALL DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT AFFECT THE RIGHTS OF ADCON TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
2. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN THE AGREEMENT.
3. ALL TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES. NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT WRITTEN CONSENT UNLESS FULL PAYMENT OF THE TOTAL CONTRACT AND FEES HAVE BEEN MADE.
4. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE (PRIMARY POWER) OF SUITABLE CAPACITY TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION AND MAKE CONNECTION THEREOF TO DISPLAY.
5. WHEN PIER/CAISSON/FOOTER EXCAVATION IS NECESSARY, ADCON WILL CONTACT THE APPROPRIATE SERVICE PROVIDER TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT UNKNOWN SITE CONDITIONS OR ABNORMAL SUBSURFACE CONDITIONS WHICH NECESSITATE SPECIAL EQUIPMENT, ADDITIONAL CHARGES MAY BE REQUESTED IN THE FORM OF A CHANGE ORDER WHICH WOULD BE ADDED TO THE CONTRACT AND AS SUCH, BECOME BINDING.
6. ALL PRODUCTS MANUFACTURED BY ADCON ARE GUARANTEED UNCONDITIONALLY AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, WITH EXCEPTION OF LED, INCANDESCENT AND FLUORESCENT LAMPS AS THEY ARE NEVER GUARANTEED, FOR A PERIOD OF ONE (1) YEAR AFTER COMPLETION OF ALL WORK UNDER THE AGREEMENT.
7. ADCON CAN NOT GUARANTEE COLOR MATCHES TO EXISTING DESIGN/ARCHITECTURAL ELEMENTS. IN CASES WHERE THIS IS CRITICAL, ADCON WILL PROVIDE COLOR SAMPLES FOR CLIENT APPROVAL PRIOR TO FABRICATION.
8. STORAGE HANDLING FEES MAY BE ASSESSED TO PRODUCTS NOT SHIPPED OR INSTALLED IF STORED MORE THAN 30 DAYS DUE TO DELAYS OUT OF ADCON'S CONTROL.
9. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, ADCON MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY ADCON, INCLUDING ATTORNEY'S FEES.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

ACCEPTED BY: _____

TITLE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



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PROPOSAL

Proposal #: 5134B

Proposal Date: 12/05/22
Customer #: 5490
Page: 3 of 5

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



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Fort Collins, CO 80524
Phone: 970-484-3637
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DEPOSIT INVOICE

Invoice #: DP5134B

Inv Date: 12/05/22
Customer #: 5490
Page: 4 of 5

SOLD TO:	JOB LOCATION:
NORRIS DESIGN - FRISCO PO BOX 2320 409 EAST MAIN STREET, STE 207 FRISCO CO 80443	EAGLE COUNTY ROAD SIGN EAGLE CO 81631

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
		Conor Lococo	08/31/22	50.0% Due Upon Receipt	01/15/23

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #5134 EAGLE, CO - ROADSIGN DISPLAY		
3	QUOTE #5134AA FRAMEWORK FABRICATION (INCLUDES ILLUMINATION) - 10' X 16' S/F - structural framing TBD & as req'd by engineering. 10' x 16' framework built to match artist design intent for sign face panel attachment to frame. DOES NOT INCLUDE ACM MATERIAL (ALREADY PROVIDED BY OTHERS). FINAL PROJECT COSTS TBD BY ENGINEERING REQUIREMENTS. SUBJECT TO CHANGE ORDER. **INCLUDES EXTERNAL ILLUMINATION - external illumination fixture(s) w/ LED strip lighting to wash downward the face of the sign/mural.	\$22,600.00	\$67,800.00
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PLEASE PAY THIS DEPOSIT AMOUNT:

Continued



3725 Canal Drive
Fort Collins, CO 80524
Phone: 970-484-3637
www.adconsigns.com

DEPOSIT INVOICE

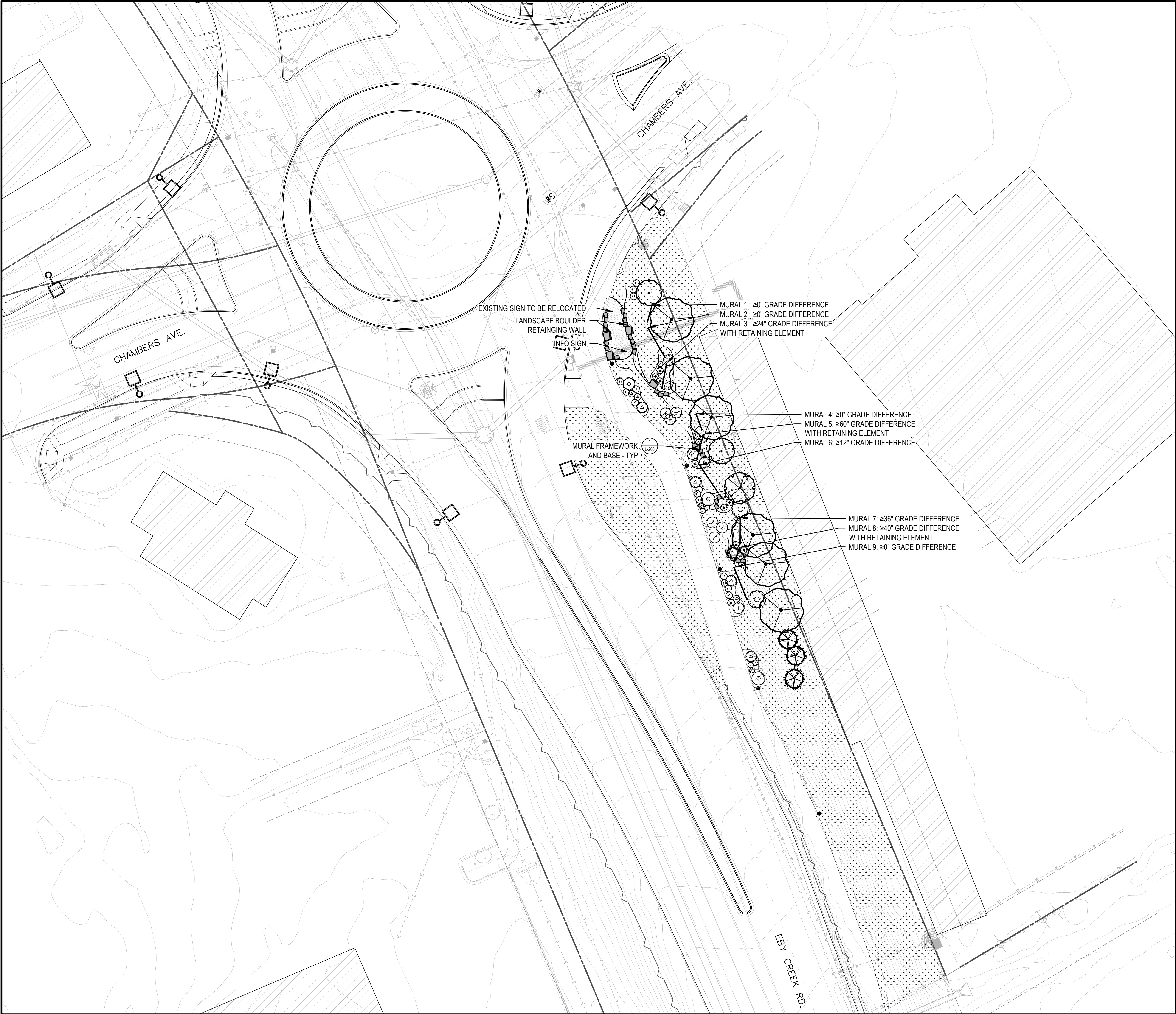
Invoice #: DP5134B

Inv Date: 12/05/22
Customer #: 5490
Page: 5 of 5

SOLD TO:	JOB LOCATION:
NORRIS DESIGN - FRISCO PO BOX 2320 409 EAST MAIN STREET, STE 207 FRISCO CO 80443	EAGLE COUNTY ROAD SIGN EAGLE CO 81631

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
		Conor Lococo	08/31/22	50.0% Due Upon Receipt	01/15/23

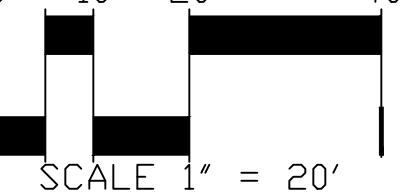
QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	TOTAL PROPOSAL AMOUNT *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		\$183,950.00
PLEASE PAY THIS DEPOSIT AMOUNT:			\$91,975.00



CHECKED BY: MT
DRAWN BY: AR, BH

- NOTES:
1. ALL DATA PROJECTED TO:
NAD_1983_CORS96_STATEPLANE_COLORADO_CENTRAL_FIPS_0502_FT_US.
 2. AERIAL SOURED FROM GOOGLE EARTH, ALPHABET AND ALIGNED VISUALLY.
 3. CONTOUR DATA DERIVED FROM USTM DEM DATA:
USGS_ONE_METER_X34Y440_CO_CENTRAL_WESTERN_2016.
DATA WAS REPROJECTED AND CONVERTED TO FEET (1:3.28084).
CONTOUR INTERVAL IS 1 FOOT.
 4. PROPERTY AND BUILDING DATA SOURCED FROM EAGLE COUNTY GIS SERVICES.
 5. ROUND ABOUT DESIGN LINEWORK CONVERTED FROM PDF PROVIDED BY OWNER. ORIGINAL SOURCE: ATKINS, PRODUCED FOR THE DEPARTMENT OF TRANSPORTATION STATE OF COLORADO. HIGHWAY CONSTRUCTION BID PLANS OF PROPOSED FEDERAL AID PROJECT NO. C0702-278, CONSTRUCTION PROJECT CODE NO.16594. DATA WAS ALIGNED VISUALLY.
 6. NONE OF THE PROVIDED DATA IS SURVEYED. NORRIS DESIGN HAS PROVIDED THESE BACKGROUNDS FOR CONCEPTUAL DESIGN ONLY. ALL FINAL PROPOSED WORK FOR CONSTRUCTION SHALL BE BASED ON SURVEY OR AS BUILT DRAWINGS.

- LEGEND
- DECIDUOUS CANOPY TREE
 - EVERGREEN TREE
 - DECIDUOUS ORNAMENTAL TREE
 - EVERGREEN SHRUB
 - DECIDUOUS SHRUB
 - NATIVE SEED
 - EXISTING BUILDING
 - LANDSCAPE MULCH
 - CRUSHER FINES
 - SANDSTONE SLAB
 - LANDSCAPE BOULDERS
 - PATH LIGHTS
 - STEEL EDGER
 - SPADE CUT EDGER
 - DESIGN TOPO
 - PROPERTY LINE



NORTH
SCALE 1" = 20'



Planning | Landscape Architecture | Branding

409 Main Street
Suite 207
P.O. Box 2320
Frisco, CO 80443
P 970.485.4478
www.norris-design.com

Eby Creek Art Mural

PROJECT NUMBER: 0812-01-3176
EAGLE, COLORADO
CONCEPT DESIGN

OWNER:
TOWN OF EAGLE
1050CHAMBERS AVENUE
EAGLE, CO 81631
DENNIS WIKE

NOT FOR
CONSTRUCTION

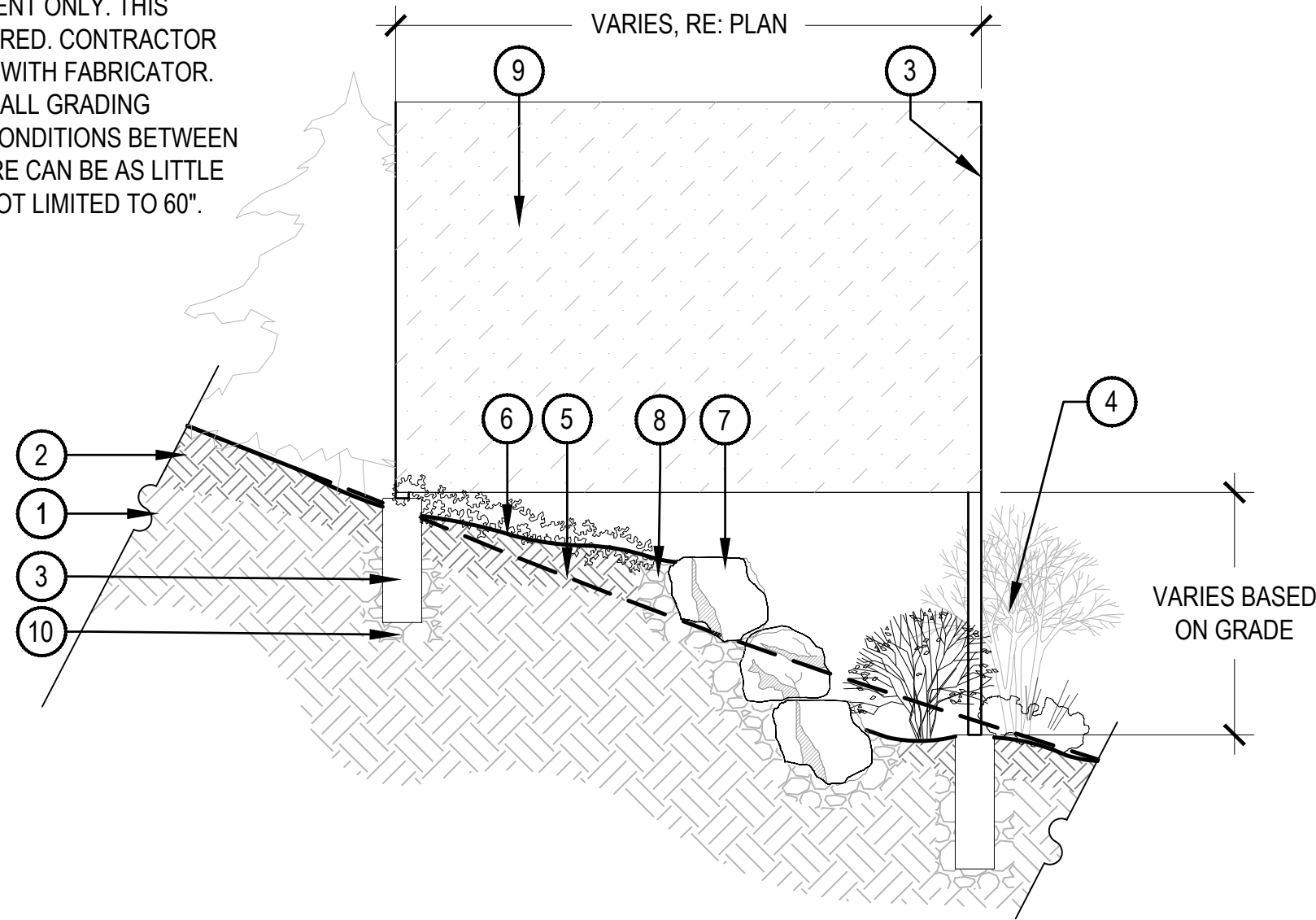
DATE:

SHEET TITLE:

PLAN

L-100

NOTES:
1. THIS DETAIL IS FOR DESIGN INTENT ONLY. THIS DETAIL HAS NOT BEEN ENGINEERED. CONTRACTOR TO COORDINATE INSTALLATION WITH FABRICATOR.
2. CONTRACTOR TO FIELD VERIFY ALL GRADING CONDITIONS ON SITE. HEIGHT CONDITIONS BETWEEN POSTS OF THE SAME STRUCTURE CAN BE AS LITTLE AS +/-2" OR AS GREAT AS BUT NOT LIMITED TO 60".



- 1 COMPACTED SUBGRADE
- 2 AMENDED TOP SOIL
- 3 FOR SIGN STRUCTURE AND SPECIFICATIONS, REFER TO FABRICATOR-PROVIDED DETAILS
- 4 ADJACENT LANDSCAPE, RE: PLAN
- 5 EXISTING TOPO
- 6 PROPOSED TOPO
- 7 LANDSCAPE BOULDERS FOR GRADE RETENTION AS NECESSARY
- 8 AGGREGATE FOR ASSISTED DRAINAGE
- 9 FINAL SURFACE BY ARTIST

1 MURAL FRAMEWORK AND BASE - TYPICAL CONDITION

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

PLANT SCHEDULE

DECIDUOUS CANOPY TREES					
PO TR	BOTANICAL NAME POPULUS TREMULOIDES	COMMON NAME QUAKING ASPEN	ROOT B & B	SIZE 2.5" CAL.	QTY 7
EVERGREEN TREES					
PI BR	BOTANICAL NAME PINUS ARISTATA	COMMON NAME BRISTLEcone PINE	ROOT B & B	SIZE 6' HT.	QTY 3
PI PI	PINUS EDULIS	PINYON PINE	B & B	4' HT.	4
PI FL	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	VANDERWOLF'S PYRAMID LIMBER PINE	B & B	6' HT.	1
ORNAMENTAL TREES					
AM SE	BOTANICAL NAME AMELANCHIER ALNIFOLIA	COMMON NAME SERVICEBERRY	ROOT B & B	SIZE 2.5" CAL.	QTY 1
PR VI	PRUNUS VIRGINIANA 'SCHUBERT'	SCHUBERT CHERRY	B & B	2.5" CAL.	2
DECIDUOUS SHRUBS					
AR TR	BOTANICAL NAME ARTEMISIA TRIDENTATA	COMMON NAME BIG SAGEBRUSH	ROOT CONT.	SIZE #5	QTY 1
CE MN	CERCOCARPUS MONTANUS MONTANUS	MOUNTAIN MAHOGANY	CONT.	#5	6
CO BA	CORNUS SERICEA 'BAILEY'	BAYLEY'S RED TWIG DOGWOOD	CONT.	#5	3
ER SP	ERICAMERIA NAUSEOSA SPECIOSA	BLUE RABBITBRUSH	CONT.	#5	10
PH MO	PHYSOCARPUS MONOGYNUS	MOUNTAIN NINEBARK	CONT.	#5	7
RH CI	RHUS GLABRA 'CISMONTANA'	WESTERN SMOOTH SUMAC	CONT.	#5	13
SA PU	SAMBUCUS RACEMOSA PUBENS	RED ELDERBERRY	CONT.	#5	5
SY MO	SYMPHORICARPOS OREOPHILUS	MOUNTAIN SNOWBERRY	CONT.	#5	11
EVERGREEN SHRUBS					
JU BU	BOTANICAL NAME JUNIPERUS SABINA 'BUFFALO'	COMMON NAME BUFFALO JUNIPER	ROOT CONT.	SIZE #5	QTY 3
PI MV	PICEA PUNGENS 'MESA VERDE'	MESA VERDE COLORADO SPRUCE	CONT.	#5	2
PI MO	PICEA PUNGENS 'MONTGOMERY'	MONTGOMERY COLORADO SPRUCE	CONT.	#5	3
PI SL	PINUS MUGO 'SLOWMOUND'	SLOWMOUND MUGO PINE	CONT.	#5	6

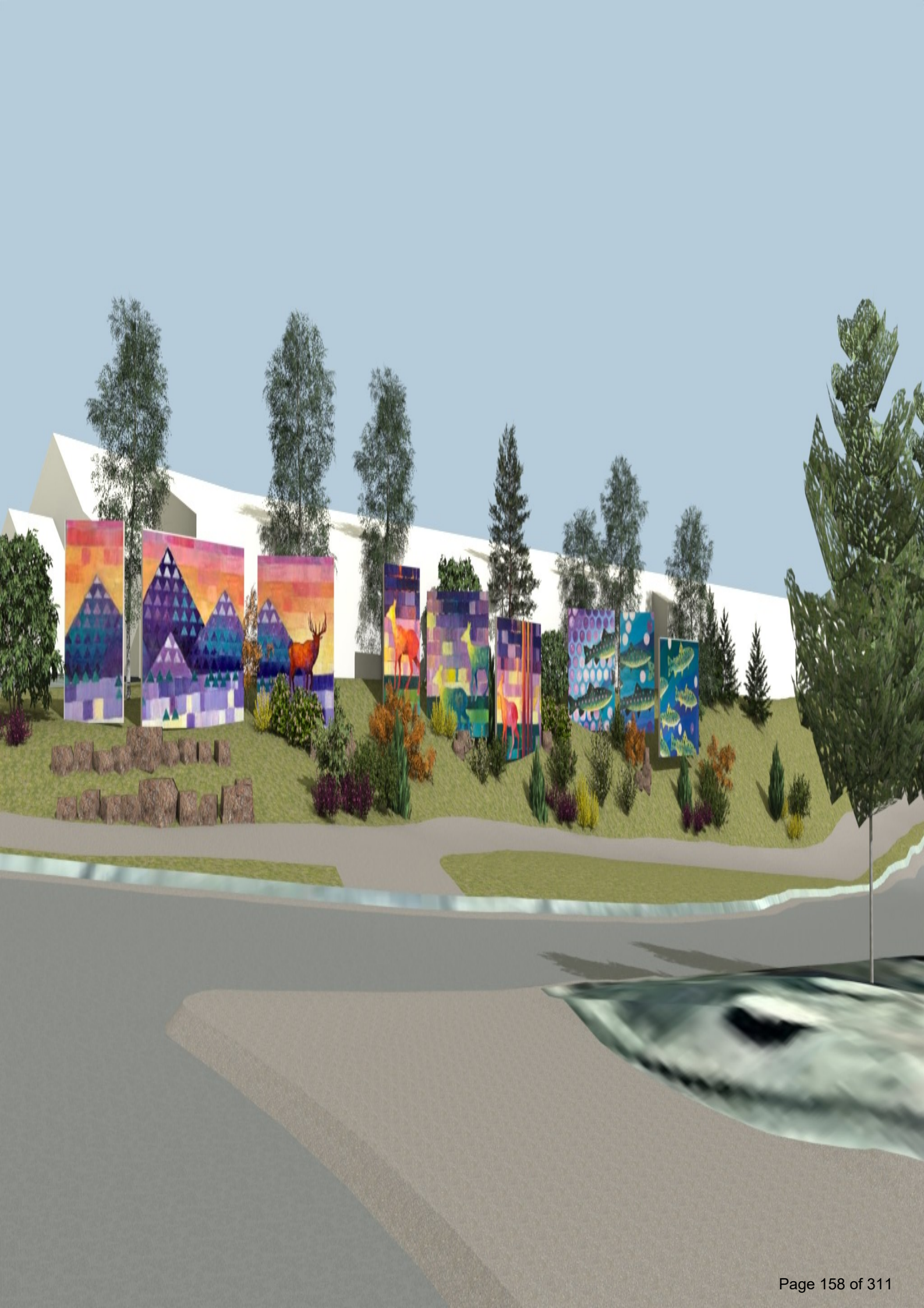
NOT FOR
CONSTRUCTION

DATE:

DRAFT

SHEET TITLE:
SCHEDULE
& DETAILS

L-200







To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: December 13th, 2022
Re: Town Manager Report

Economic Development

- Executive Director Clark Anderson and Erica Heller both with the Community Builders organization who is working on the economic community dashboard and will be assisting us to prepare the new community and business surveys to go out. These two are items directly linked to Our Town Major Objectives - *Stimulate Economic Vitality and Development 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 Thursday, December 8th, 2022, we continue discussing ways the Town and Chamber can better assist each other as we prepare to move into 2023. Michelle emailed us a few building items in need of repair and the Public Works Buildings and Grounds team are actively working on those items.
- Economic Vitality Committee (EVC) Mick Daly and I are scheduled to meet the week of December 12-16 to review the draft agenda for EVC's next scheduled meeting on Monday, December 19th, 2022.
- Downtown Development Authority (DDA) held its regular monthly meeting on Wednesday, December 7th to discuss Spring 2023 Partnership Summit Ideas, 2022 Year in review, Accomplishments, and their Plan for 2023. We are working to identify how DDA will operate as a board and what staffing support they will need for 2023. DDA board has requested additional training with Sam Light, CIRSA General Counsel to help guide DDA with the role of appointed officials, organizational structure, and liability, we are working to set the meeting date and time for this to take place.

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

- On November 28th, 2022, attended the Towns and County Holiday Gathering hosted by Eagle County, the Town of Vail, and the Town of Avon which was held at The Westin Riverfront Resort & Spa, Avon.
- Jennifer Collins hopes to have a draft proposal to us during the week of December 12th through 16th on trash, single-stream recycling, and compost options for the Town of Eagle.
- Peyton Heitzman and I attended the next Affordable Housing Initiative discussion on Wednesday, December 7th which was hosted by Mike Imhoff and Chris Jarrot, we heard from Jeff Shroll on the ever-changing and dynamic times we are going through in Eagle County relating to housing and childcare shortages, and costs to provide them. Eric Heil from Avon presented a macro-level geospatial analysis map outlining potential parcels of land from Dotsero to Vail and everywhere in between, note the GIS map layer presented needs additional refinement from all communities to fully inform the accuracy of current and future opportunities as shown in every community. The last hour of the meeting was a

Panel Discussion on Current / Active Housing Projects Successes / Issues / Cost Implications each panelist listed spoke on one or more of these times noted, Phil Qualman-ECSD; Marc Brennan-CMC Edwards; George Reuther- TOV; Travis Bossow- RA Nelson, Craig Cohn, Vail Health. The panel facilitation was led by Kristin Kenney-Williams.

Administration & Organization

- We are still advertising for our Assistant Town Manager opening.
- The Town staff is working to complete our performance goals and reviews for 2022.
- The Town has drafted our first high-level work plan that is connected to budget for 20223, our Staff is going to help inform and complete the draft, and our goal is to have a working draft ready by the end of January.
- The Town staff is working on a draft Town of Eagle energy and carbon database to help track our current and future use.

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 (DELIVERED)	Sylvan Lake Road Traffic Calming and Improvement Project
December 27 th , 2022 (Meeting Cancelled)	
Request for Additional Work Sessions	Topic

Date	Topic
January 3 rd , 2023	Mountain Recreation Joint Meeting Eagle Pool
January 10 th , 2023	Town Council Meeting
January 24 th , 2023	Town Council Meeting
February 7 th , 2023	Town Council Work Session
February 14 th , 2023	Town Council Meeting
February 28 th , 2023	Town Council Meeting
March 7 th , 2023	Town Council Work Session
March 14 th , 2023	Town Council Meeting
March 28 th , 2023	Town Council Meeting
April 4 th , 2023	Town Council Work Session
April 11 th , 2023	Town Council Meeting
April 25 th , 2023	Town Council Meeting
May 2 nd , 2023	Town Council Work Session
May 9 th , 2023	Town Council Meeting
May 23 rd , 2023	Town Council Meeting
June 6 th , 2023	Town Council Work Session
June 13 th , 2023	Town Council Meeting
June 27 th , 2023	Town Council Meeting
Request for Additional Work Sessions	Topic



To: Mayor and Town Council
From: Larry Pardee, Town Manager, and Department Leads
Date: December 13, 2022
Re: Department Updates for November 2022

FINANCE DEPARTMENT

November 2022

Administration/Financial:

- **Marijuana Sales Tax and Excise Tax Forms** - Updated Marijuana Tax Forms for the 1/1/23 rate increase from 4.5% to 5% and sent out communications to local retailers. This is the final increase to the retail marijuana special sales tax rate and excise tax rate. In November 2017, voters approved imposing a 2.5% special sales tax on retail marijuana and an excise tax on unprocessed retail marijuana starting in 2018. The ballot language allowed for a 0.5% increase each year to a maximum of 5%, thereby providing 6 years to phase in the new tax rate. The Council passed ordinance 15, series 2020 on April 14, 2020 which allowed for staff to increase the rate annually to the maximum amount without having provided an ordinance on an annual basis.
- **Optional CIRSA Renewals** – Finance renewed additional Equipment Breakdown coverage (required by agreement with Mountain Rec) and Volunteer Accident Medical Plan (VAMP) Coverage for 2023.
 - Equipment Breakdown Coverage: Increased by approximately \$1,000 to \$8,486.
 - Vamp Coverage: per volunteer rates did not increase: \$2.48/Volunteer
- **Meetings:**
 - **DDA** – Finance attended the November DDA Partnership Summit
 - **Open House** – Finance was available during Open House for questions from public on 11/15

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%
NOVEMBER	304	174	244	299	363	64	21%
YEAR TO DATE	3,221	3,081	2,458	2,801	3,214	413	15%

Debt Service:

- Scheduled 12/1/2022 – 2013 Water Fund Revenue Bond Payment - \$262,413.88 (Last Payment 2024)
- Scheduled 12/1/2022 – 2016 Sales Tax Revenue Bond Payment - \$212,968.75 (Last Payment 2046)

Payroll/HR:

- Positions changes in payroll
 - 1 New Hire: Streets Maintenance Tech
 - 1 Terminations: Open Space Seasonal Trails Tech
- Finance provided analysis to HR and Town Manager for 2023 employee health insurance premium adjustments

Budget:

- Finance continued work on the 2023 fee schedule for presentation to the Council on 12/13/22
- Finance continued work on the final budget document with attachments and appendix to be filled with the State by January 31st – Council will receive on January 10th

Utilities:

- Property Transfers – 13
- New Account Set Up – 2
- Red Tags – 25
- Shut Offs – 3
- YTD Water Usage is down 6% 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%
NOVEMBER	16,213	14,246	(1,967)	-12%
TOTAL YTD	370,917	346,979	(23,938)	-6%

Training:

- CML Training – (webinar) Plastic Pollution Reduction Act – 11/2/2022 – Jill
- CGFOA Annual Conference – Grand Junction (11/16 – 11/19) – Jill
- Caselle Connect – 4th Quarter Features – 11/22/2022 - All Finance Staff

**Town Council Department
Budget to Actual:**

TOWN OF EAGLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN COUNCIL</u>					
10-49-110 SALARIES & WAGES	3,800.00	41,800.00	45,600.00	3,800.00	91.7
10-49-142 WORKERS COMPENSATION	.00	41.17	59.00	17.83	69.8
10-49-143 HEALTH & INSURANCE BENEFITS	36.00	216.00	168.00	(48.00)	128.6
10-49-144 FICA - EMPLOYER'S	290.70	3,197.70	3,488.00	290.30	91.7
10-49-210 OFFICE SUPPLIES	.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	.00	251.25	1,000.00	748.75	25.1
10-49-372 MEETING EXPENSE	22.64	891.99	5,156.00	4,264.01	17.3
10-49-380 TUITION & BOOKS	.00	434.99	1,220.00	785.01	35.7
10-49-450 SPECIAL COUNCIL FUNDING	.00	31,003.10	41,889.00	10,885.90	74.0
10-49-510 INSURANCE	.00	300.82	801.00	500.18	37.6
10-49-915 COMMUNITY REQUESTS	833.00	47,055.00	51,000.00	3,945.00	92.3
TOTAL TOWN COUNCIL	4,982.34	128,754.01	150,681.00	21,926.99	85.5

SPECIAL EVENTS & MARKETING

NOVEMBER EVENTS

- Town of Eagle Open House
- “After 70 years” the Lions Club no longer wants to be involved in the 12th Night tree burning event. The Town of Eagle, in partnership with GEFPD, will manage the event at BULL PASTURE PARK on Thursday, January 5.

Marketing & Events Advisory Committee (MEAC)

- Event Producer presentations were November 2
- MEAC Special Session November 3
- Staff to present funding recommendations to Town Council December 13

MARKETING

- Maintain and update EagleOutside events calendar and special event webpage and calendar submission
- Capture the Action video LIVE on EagleOutside.com
- Daily Social Media posts on Facebook and Instagram
- Create Vail Daily Ads for Open House, Christmas on Broadway, Holiday Lighting Contest
- Created Holiday Lighting Contest Entry Form on Formstack/EagleOutside.com
- Create Mountain Lifestyle Magazine ads for Community Impact Award nominations and winner and ad for Christmas on Broadway

ADMINISTRATIVE DUTIES

- Distributed MEAC agenda, presentation timeline, funding packet and MEAC Minutes
- Ensure all invoices are properly coded, routed and submitted to finance in a timely manner

MEETINGS

- Communications Meeting – reviewed OPEN HOUSE, NOVEMBER 15
- Employee Holiday Party Committee – December 8, new location at Brush Creek Pavilion
- CIRCA Committee Training
- Met with Michelle Morgan, Eagle Chamber to discuss co-hosting Chamber Mixer on DEC 15
- Met with Jennifer Filipowski and Janet Bartnik regarding memorial benches along Broadway
- Met with Joette Gilbert & Tipi Raisers to discuss 4 Directions Ride/Wisdom Summit for the Lakota Nation June 23, 2023
- Met with DBA to discuss Christmas on Broadway run-of-show
- Community Leadership Academy, presented by VVP

UPCOMING EVENTS

	DECEMBER
12.3.22	Christmas on Broadway
12.8.22	Town of Eagle Employee Holiday Party
12.9.22	ARTwalk / WassailFest
12.15.22	Eagle Chamber Mixer co-hosted by Town of Eagle
	JANUARY
1.5.23	12 th Night Tree Burning – Bull Pasture Park

COMMUNITY DEVELOPMENT

November 2022

LONG RANGE PLANNING

- **ReCode Eagle – The Land Use and Development Code (LUDC) Update**
 - The Code committee's next meeting is scheduled for 12/12/22.
 - 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)**
 - Preparation of the CAHA final report is still in progress. Staff is anticipating a draft by the end of December and the final deliverables in early 2023.

LAND USE APPLICATIONS IN PROGRESS

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

- **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.
 - Per the applicant's request, the application will be rescheduled to a date to be determined.
 - Public hearing schedule:
 - Planning & Zoning Commission: ~~11/15/2022~~ Cancelled
 - Town Council: ~~12/13/2022~~ Continued
- **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.
 - Approved by the Planning & Zoning Commission with two conditions.
 - Public hearing notice:
 - Town Council: 12/13/2022
- **SS22-01: 101 Ping Lane**
 - A Subdivision Sketch Plan for a mixed-use Planned Unit Development (PUD) between Grand Avenue and the Eagle River north of Broadway.
 - Public hearing schedule:
 - Planning & Zoning Commission: 12/20/2022
 - Town Council: 1/4/2023

BUILDING DEPARTMENT UPDATE

- Interviews are underway for the Building Inspector position.
- Staff is presenting a resolution requesting Town Council support for the Eagle County Code Cohort and its initiatives to implement the 2021 International Energy Conservation Code (IECC).

MAJOR CONSTRUCTION PROJECTS

- **435 Eby Creek Apartments: 30-unit apartment building**
 - Most of the foundation has been poured and framing is anticipated to begin in January.
- **775 Sawatch Road: Expansion of Western Slope Laundry**
 - Pending Fire Department, Engineering, and Planning approvals.
- **410 Broadway: Mixed-use building on Broadway**
 - Framing and window installment are nearly complete. Sub-contractors will be installing mechanical, electrical, and plumbing beginning in January.
- **Eagle River Park Pavilion**
 - Construction schedule pending.

- Reserve at Hockett Gulch: Phase 1a (Grading, Access, Clubhouse, Apartment Buildings)
 - Plans review for the 6x full building permits is underway; 5x-multi family unit buildings and the clubhouse.
- 404 Broadway, Vail Valley Wellness
 - Building permit applications submitted for interior tenant finish. Operations are changing from office to clinical use.
- 1143 Capitol Street, Social Oak
 - TCO has been issued. Final CO pending installation of exterior signage and ADA compliance.
- 425 E 3rd Street, Greater Eagle Fire Protection District (GEFPD)
 - Permit issued for interior remodel.

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	1243
Permits Processed	359	418

OTHER NOTABLE UPDATES

- 1271 IHOI Incentives Grant pre-application meeting, 11/30/22.
 - Staff and representatives from Habitat for Humanity Vail Valley attended a virtual call with Colorado Department of Local Affairs (DOLA) to discuss the Habitat / 3rd Street Housing project grant application to identify issues or unanswered questions. Staff will propose a Resolution requesting Town Council's support in early 2023.
 - The grant application window for the first round of funding is open between mid-December through mid-January.
- Planning & Zoning Commission Vacancies
 - Two vacancies will be created on 2/28/23 when terms for Commissioners Kyle Hoiland and Charlie Perkins end. Staff will be preparing advertisements to solicit applications from the community.
- Staff will be presenting a resolution requesting Town Council to approve a Professional Services Agreement for Economic & Planning Systems, Inc. (EPS) to complete an Economic Development Plan study for the Town beginning in 2023. The findings of the study will help inform what actionable items can be engaged in the near term to strengthen and expand Eagle's economic base.

TOWN COUNCIL AND PLANNING & ZONING COMMISSION MEETING SCHEDULE:

December 2022
December 13 th (Town Council) • Haymeadow ADA Amendments & Agreements • Amendment to the Pre-Development Agreement with Eagle Meadows • DR22-07: 1200 Capitol Minor Development Permit
December 20 th (Planning & Zoning Commission) • SS22-01: 101 Ping Lane Subdivision Sketch Plan
December 27 th (Town Council) • <i>Meeting cancelled.</i>

INFORMATION TECHNOLOGY DEPARTMENT

November 2022

Damaged parts for the Telecommunications shelter have been replaced and installed. IT and Public works have been provided training on equipment. Operations have been handed over to Town staff.

POLICE DEPARTMENT

November 2022

2022 November Calls for Service: 930

2022 January-November: 11,960

2021 November Calls for Service: 812

2021 January-November: 9,632

<i>Agency Assist -- 7</i>	<i>Fire/Medical -- 17</i>
<i>Assault -- 2</i>	<i>Fraud -- 1</i>
<i>Burglary -- 1</i>	<i>Harassment -- 6</i>
<i>Burglary False Alarm -- 0</i>	<i>Juvenile/Family Incident -- 4</i>
<i>Child Abuse Investigations -- 0</i>	<i>Missing/Recovered Juvenile -- Adult - - 4</i>
<i>Citizen Assist -- 24</i>	<i>Narcotics -- 0</i>
<i>Civil -- 6</i>	<i>Noise --</i>
<i>Code Violation -- 0</i>	<i>Protection Order Violation -- 3</i>
<i>Crash -- 16</i>	<i>Sex Assault -- 2</i>
<i>Damage/Vandalism -- 3</i>	<i>Misconduct Investigations -- 0</i>
<i>Death -- 1</i>	<i>Sex Offender Check/Registration -- 0</i>
<i>Disturbance -- 4</i>	<i>SRO Related -- 21</i>
<i>Dogs Leash, Welfare or Noise (EPD and not A.C.) 4</i>	<i>Suicidal/Welfare -- 3</i>
<i>DUI/D -- 1</i>	<i>Suspicious Person/Vehicle/Occurrence -- 25</i>
<i>DUR -- 1</i>	<i>Theft -- 8</i>
<i>F or M Menace/Assault/Weapons MM- FW- 0</i>	<i>Trespassing -- 1</i>
	<i>Warrant Arrest -- 2</i>
	<i>Wildlife Animal -- 5</i>

The elk have moved down into town for the winter and Eagle Police Department has been working with Town of Eagle Open Space and Department of Wildlife to coordinate a unified response to curious people getting too close to the elk. Eagle PD would like to remind the community to please give the elk plenty of space and avoid disturbing them.

A few days before Thanksgiving, Officer Shaffer along with other agencies in the valley delivered Thanksgiving dinners to local families. Another afternoon, Madison, Elda and Officer Shaffer were present at the police department for the Town Hall open house armed with coffee and donuts for visitors.

An Eagle PD officer was parked on Highway 6 when a vehicle pulled over in front of him and a man jumped out asking for the nearest hospital. Turns out a passenger in the vehicle had accidentally shot another in the forearm somewhere in Gypsum. An ambulance was called to the scene and Eagle County Sheriff's Office took over the investigation due to the gunshot occurring outside of Eagle town limits.

Eagle Police Department responded to a report of a suspicious individual in the area of Second Street and Broadway. The suspect was reported to have touched a local pedestrian on the shoulders while speaking to her. Eagle PD officers located the suspect near Third Street and Broadway. The individual was placed under arrest for suspicion of driving under the influence. The original reporting party declined to pursue additional charges. The suspect was released on a summons to a sober relative.

During nightshift patrol, a vehicle was stopped for not having working brake lights. After investigation, none of the occupants of the vehicle had driver licenses. The vehicle was towed and the driver was given a citation for driving under restraint and inoperable brake lights.

Officer Stahl handed out a community action award to a dog walker who was picking up litter on the bike path next to the intersection of Capitol and Brush Creek Road.

One evening, a traveler pulled out in front of one of our officers, almost causing an accident. After a traffic stop was conducted, it was discovered that the driver had a warrant for failing to appear on a traffic offense as Page 171 of 311

a revoked driver license. The driver was arrested on the warrant and issued a citation for driving under restraint and failure to yield to right of way.

A driver was stopped after driving down Grand Ave at 65 mph and was given a summons to court for 25-39 over the posted speed limit.

Troopers with Colorado State Patrol requested assistance with a vehicle they were pursuing on westbound I-70 near Eagle. The driver was suspected of severe impairment and failure to yield to emergency vehicles. Deputies with Eagle County Sheriff's Office deployed stop sticks successfully and the vehicle came safely to a stop. The driver was taken into custody on multiple felony warrants. Officer Heil with Eagle Police conducted an evaluation on the driver as a certified Drug Recognition Expert. This incident exemplifies the successful collaboration between three law enforcement agencies to apprehend a driver that was posing a significant danger to themselves and the community.

Officer Heil spent some time chatting with a family at the Visitor's Center that was passing through the area. The young boy with them really liked police officers and got to sit in the parked patrol car and play with the lights and sirens before receiving some cool hand-outs.

Eagle Police assisted with traffic control and road closures at eastbound I-70 mile marker 148 after a mattress strapped to the top of a parked vehicle caught on fire. The fire was reportedly spreading to nearby brush but fire was quickly contained by the fire department. No injuries were reported and the road was reopened shortly thereafter.

A Greyhound bus stopped at the bus stop in Eagle and a male passenger reportedly causing a disturbance was kicked off the bus. The suspect then gained access to the below storage compartment and stole someone else's bag. The victim later called Eagle Police Department to report that approximately \$3600 worth of belongings were missing. It turns out that the description of the suspect male and the missing bag matched a call taken by Eagle County Sheriff's Office and officers with Eagle Police were able to seize the bag of belongings and return it to a its very grateful owner.

Officer Sanders visited Stout House and Yeti's Grind to inquire about potential future Coffee with a Cop events and received some positive responses.

We look forward to Chief Derek Bos joining our team in December!

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

HUMAN RESOURCES

November 1 – December 7, 2022

Benefits

- Benefits orientation for 1 new PW staff member
- Open Enrollment planning and 3 employee meetings conducted 11/17 & 11/18
- Conducting formal market analysis per Council Request for total compensation evaluation

Risk Management, Safety and Work Comp

- Managing 13 General Liability & Property-Casualty claims
- Managing 2 work comp claims and 1 modified duty assignments
- Administering 3 FMLA cases

Recruiting – Onboarding

- HR Admin Tech, conducting continued training and onboarding
- New hire orientation for new PW staff member
- Reposted Assistant Town Manager position
- Chief of Police onboarding scheduled for 12/13/2022
- See following update on current recruitment efforts as of 11/7/22
2022 started with 30 open positions, increased to 36 positions, deleted 3 seasonal
 - Total 33 (11 were newly budgeted positions for 2022).
 - 24 positions filled
 - 4 positions in progress, reviewing applications and conducting interviews
 - 5 positions pending, below the red line, moving to 2023 recruitment priority list
 - -3 seasonal positions deleted – too late in season to fill

Administration, Compensation

- HR File Record Retention project, 95% completed
- Compensation study – continued research, finalizing Pay Plan and employee pay adjustments for 2023
- Performance Evaluation season to include Stay Interview summary report

Training/Meetings

- Participated in Holiday Party Committee – purchased gift bags for kids attending
- Town Council Compensation presentation with Consultant 11/08
- IT Lunch & Learn 11/10
- Facilitated 3 Benefits Open Enrollment Meetings
- COSHRM Dist. Director meeting 12/2

Recruitment Priorities 2022

Updated 11/07/2022

Recruiting – Onboarding

- Will prioritize any positions caused by resignations
- 2022 started with 30 open positions, increased to 36 positions, deleted 3 seasonal, modifying to Total 33 positions for 2022 (11 of which were newly budgeted positions for 2022).
 - 24 positions filled
 - 4 positions in progress
 - 5 positions pending, below the red line
 - 3 seasonal positions deleted – too late in season to fill

33 Total positions for 2022

1. ~~Interim Town Manager, filled 01/18/22, White, started 1/28/2022~~
2. ~~Engineer (new 2022), filled 2/28/22, Miller~~
3. ~~SRO – filled 1/1/2022, (new FT 2022)~~
4. ~~Police Officer (replace officer promoted to SRO), filled 3/10/22~~
5. ~~Town Manager, filled 06/01/22, replaced former Mgr. Pardee started 08/15/2022~~
6. ~~Records & Info Tech, (new 2022), filled 5/4/22 Romagnoli Veldheer~~
7. ~~Maint Tech – Building & Grounds Full Time, (new 2022) Eigenheer~~
8. ~~Water Operator (new 2022), filled starts 4/11~~
9. ~~Wastewater Operator, replacement, filled starts 4/12~~
10. ~~Seasonal Yard Waste filled 4/6/22~~
11. ~~Seasonal – Open Space Trails Tech, filled 5/10, Lucas~~
12. ~~Seasonal B & G #1 REHIRE FILLED 4/6/22 Lopresti~~
13. ~~Seasonal B & G #2 REHIRE B & G Seasonal Staff – rehired 3/2022, started 4/6, resigned 5/23 Miramontes~~
14. ~~Seasonal B & G #2 NEWHIRE filled 5/27, Aoki, L, replaced Miramontes vacancy~~
15. ~~#3 REHIRE B & G seasonal Staff – rehired 06/09/22, Hefferen Starts 6/14~~
16. ~~#4 REHIRE B & G Seasonal Staff – rehire pending start date, Arenalas, Pabel~~
17. ~~Interim Chief of Police, filled 5/2022, promoted Buhlman~~
18. ~~Building Official, started 07/11/22~~
19. ~~Maint Tech – Streets Full Time, replace former MT, Rose started 7/6~~
20. ~~Maint Tech – Streets Full time, (new 2022), replaced former MT, Medina started 7/6~~
21. ~~HR Admin II (new 2022), changed 4/22/22 to HR FT position, Cardoza starts 08/09/22~~
22. ~~Planner III (new 2022), Simonton started 09/06/2022~~
23. ~~Chief of Police, replaced retired Chief, starts 12/12/2022~~
24. ~~Maint Tech – Streets Full time, replaced retiree, Andrews started 11/21~~
25. Asst. Town Mgr. – reviewing applications
26. Inspector, (new 2022) interviewing 12/07
27. Police Officer, (to replace officer promoted to Detective) screening candidates
28. Water Operator – re-advertising

TOP Priorities, currently in progress on the above positions

PENDING POSITIONS

Move to 2023 Recruitment Priority List

29. Pending - Code Enforcement Specialist, on hold for new Chief to Evaluate
30. Pending - Admin Tech II – Finance/AP, (new 2022) full time position approved 4/22/22, pending workstation
31. Pending - Detective – (new 2022) internal promotion expected, need to back fill whoever is promoted
32. Pending - Marketing/Communications Specialist (new 2022), Asst. Town Mgr. direct report, pending ATM hire and workstation
33. Pending - Econ. Dev. Housing Specialist (new 2022)– Asst. Town Mgr. direct report, ATM hire and pending workstation

TOWN CLERK

November 2022

Communications – Eagle Today – 3563 Subscribers

IN THIS EDITION: NOVEMBER 30, 2022

- [December Event Calendar](#)
- WassailFest
- Holiday Lighting Contest
- Christmas on Broadway
- New Police Chief Derek Bos
- Give Wildlife Space
- [New Bag Fee in 2023](#)
- [Seasonal Trail Closures](#)
- [Community Impact Award Winner](#)
- [Open Town Staff Positions](#)
- See Something Say Something
- [Ask the Town](#)

Internal Communications

- Incident on Broadway Arrest – November 29, 2022

Website News Flash

- Town of Eagle Open House
- New Chief of Police
- 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>

- Comcast construction inquiry
- Tree concern on Capitol
- Property inquiry – Eagle County
- Utility inquiry
- Roundabout holiday decorations inquiry
- Utility inquiry
- Open Space inquiry – Hernage Trail

Records Requests September – 2 – YTD – 40

Licenses

- Preparing 2023 Business License Renewals
- Liquor License 2022 Revenue: \$7,981.25 – Budget \$6,854.00
 - Chair 4 LLC El Segundo, Temporary Permit Pending Transfer of Ownership
- Marijuana - 2022 Revenue: \$7,000.00 – Budget \$8,000.00 (includes tobacco)
 - No Activity
- Tobacco
 - Two Renewals for 2023

Training/Meetings

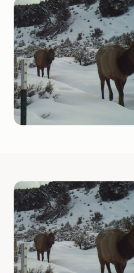
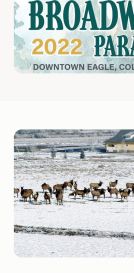
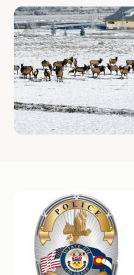
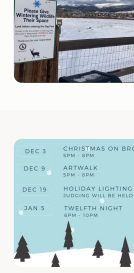
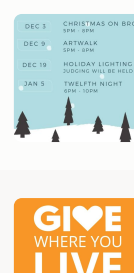
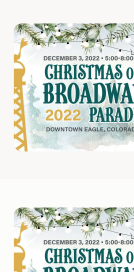
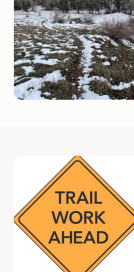
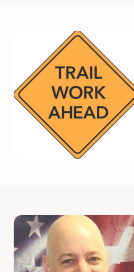
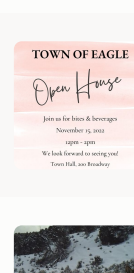
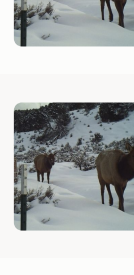
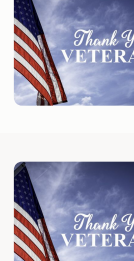
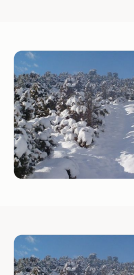
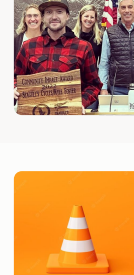
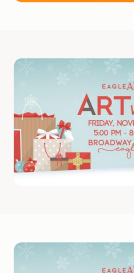
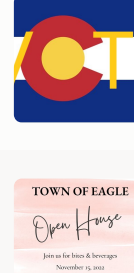
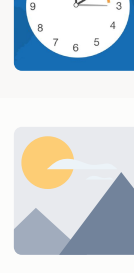
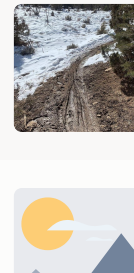
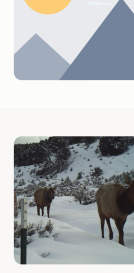
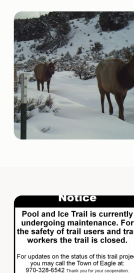
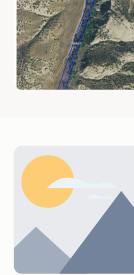
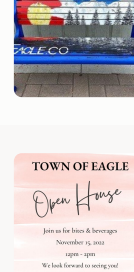
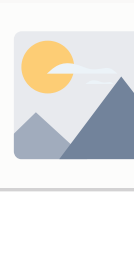
- Town Council Work Session November 1
- Attended DDA monthly meeting November 2
- CIRSA Committee Training November 9
- Internal Communication Committee meeting November 10
- Town Hall Open House November 15
- Town Council Work Session November 15
- Lunch n Learn Information Technology November 17
- Attended Economic Vitality Committee meeting November 21

Post performance - Facebook Pages

Data from 01 Nov, 2022 to 30 Nov, 2022

Sources

- Eagle Outside
- Town of Eagle, CO

	POST	AUTHOR	COMMENTS	ENGAGED USE...	ENGAGEMENT...	REACH	REACTIONS	SHARES	VIDEO VIEWS	
E Eagle Outside Nov 30, 17:03	 New Town of Eagle Open Space and Trails Seasonal Closure Dates: DECEMBER 1 – APRIL 15 Closed to all human use Exceptions (trails that are open year-round) • First and Second Loops of Haymaker • Bellyache Road, Boneyard,...	Town of Eagle		0	1	0.4%	249	1	0	0
T Town of Eagle, CO Nov 30, 17:01	 New Town of Eagle Open Space and Trails Seasonal Closure Dates: DECEMBER 1 – APRIL 15 Closed to all human use Exceptions (trails that are open year-round) • First and Second Loops of Haymaker • Bellyache Road, Boneyard,...	Town of Eagle		0	182	2.82%	6,458	6	12	0
E Eagle Outside Nov 30, 13:02	 Join us for the 32nd annual Christmas on Broadway Parade! SCHEDULE: 5:00pm - Festivities begin! Grab some treats for the Peppermint Station, Cotton Candy from Sweet Mustache. Grab a hot chocolate at participating businesses and...	Town of Eagle		3	25	7.02%	356	3	0	0
T Town of Eagle, CO Nov 30, 13:00	 Join us for the 32nd annual Christmas on Broadway Parade! SCHEDULE: 5:00pm - Festivities begin! Grab some treats for the Peppermint Station, Cotton Candy from Sweet Mustache. Grab a hot chocolate at participating businesses and...	Town of Eagle		0	26	1.79%	1,456	8	3	0
E Eagle Outside Nov 30, 03:00	 GIVE ELK SPACE. Keep a distance - of at least 100 yards - between you and the elk. Never approach them. Do not feed them. Big game navigate deep snow and cold temperatures while searching for food. Their energy reserves are low...	Town of Eagle		0	3	1.82%	165	3	0	0
T Town of Eagle, CO Nov 30, 03:00	 GIVE ELK SPACE. Keep a distance - of at least 100 yards - between you and the elk. Never approach them. Do not feed them. Big game navigate deep snow and cold temperatures while searching for food. Their energy reserves are low...	Town of Eagle		0	16	4.09%	391	11	2	0
T Town of Eagle, CO Nov 29, 21:18	 Incident on Broadway Leads to DUI Arrest EAGLE, Colorado—On November 11, 2022 at 9:14pm, the Eagle Police Department responded to a report of a suspicious individual in the area of Second Street and Broadway. The suspect...	Town of Eagle		0	37	4.64%	797	10	0	0
E Eagle Outside Nov 29, 20:06	 Elk are in the area - please give wildlife space! If elk are in the Dog Park or along a trail, please consider finding another location to recreate. Elk and other big game have returned to the Eagle area to inhabit their wintering habitat. If y...	Town of Eagle		0	8	2.78%	288	7	0	0
T Town of Eagle, CO Nov 29, 20:06	 Elk are in the area - please give wildlife space! If elk are in the Dog Park or along a trail, please consider finding another location to recreate. Elk and other big game have returned to the Eagle area to inhabit their wintering habitat. If y...	Town of Eagle		0	118	7.25%	1,628	49	13	0
E Eagle Outside Nov 28, 15:03	 CALENDAR OF EVENTS - The Town of Eagle is festive this time of year. Visit Eagle Outside.com for details happyholidays	Town of Eagle		0	6	1.96%	306	1	0	0
T Town of Eagle, CO Nov 28, 15:01	 CALENDAR OF EVENTS - The Town of Eagle is festive this time of year. Visit Eagle Outside.com for details happyholidays	Town of Eagle		0	24	3.17%	757	10	1	0
E Eagle Outside Nov 22, 12:01	 (Post with no description)	Town of Eagle		0	4	1.53%	262	2	1	0
T Town of Eagle, CO Nov 22, 12:01	 (Post with no description)	Town of Eagle		0	3	1.01%	296	2	0	0
E Eagle Outside Nov 21, 15:03	 Trail maintenance on the Haymaker Berms will take place over the next week. Please plan to avoid the berm section during the construction. Project goals include rebuilding some of the well-loved berms and measures to reduce lon...	Town of Eagle		0	0	0%	149	0	0	0
T Town of Eagle, CO Nov 21, 15:01	 Trail maintenance on the Haymaker Berms will take place over the next week. Please plan to avoid the berm section during the construction. Project goals include rebuilding some of the well-loved berms and measures to reduce lon...	Town of Eagle		0	1	0.37%	272	1	0	0
E Eagle Outside Nov 19, 14:01	 TWO WEEKS! Christmas on Broadway! Saturday, December 3rd 5pm-8pm Downtown Eagle. Sign-up to be a float participant goontownofeagle.com	Town of Eagle		0	2	1%	201	1	0	0
T Town of Eagle, CO Nov 19, 14:00	 TWO WEEKS! Christmas on Broadway! Saturday, December 3rd 5pm-8pm Downtown Eagle. Sign-up to be a float participant goontownofeagle.com	Town of Eagle		1	87	5.72%	1,520	26	5	0
E Eagle Outside Nov 18, 15:04	 Eagle Area Trail Conditions Update - November 18, 2022 All natural surface trails in the Eagle area are snowy and muddy. Eagle received more snow this past week. After a decent freeze, some trails may be useable for a short windo...	Town of Eagle		0	5	1.11%	449	5	0	0
T Town of Eagle, CO Nov 18, 17:02	 Eagle Area Trail Conditions Update - November 18, 2022 All natural surface trails in the Eagle area are snowy and muddy. Eagle received more snow this past week. After a decent freeze, some trails may be useable for a short windo...	Town of Eagle		0	1	0.24%	423	1	0	0
E Eagle Outside Nov 17, 16:14	 Trail maintenance on the Haymaker Berms will take place over the next week. Please plan to avoid the berm section during the construction. Project goals include rebuilding some of the well-loved berms and measures to reduce lon...	Town of Eagle		0	6	2.55%	235	2	1	0
T Town of Eagle, CO Nov 17, 16:14	 Trail maintenance on the Haymaker Berms will take place over the next week. Please plan to avoid the berm section during the construction. Project goals include rebuilding some of the well-loved berms and measures to reduce lon...	Town of Eagle		0	6	0.84%	714	0	2	0
T Town of Eagle, CO Nov 16, 23:08	 The Town of Eagle is pleased to announce Derek Bos as the Town of Eagle's new Chief of Police. Bos replaces Joey Stauffer, who retired as Chief of Police in June 2022. The Town had contracted Strategic Government Resources (SGR) to...	Town of Eagle		2	157	9.4%	1,670	12	2	0
E Eagle Outside Nov 16, 22:01	 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	0	0%	105	0	0	0
T Town of Eagle, CO Nov 16, 22:00	 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	3	1.44%	209	0	0	0
E Eagle Outside Nov 15, 19:30	 HAPPENING NOW! Come meet the Staff at Eagle Town Hall, located at 200 Broadway. Lunch provided by Red Canyon Cafe! Bites and beverages available until 2pm.	Town of Eagle		0	1	0.36%	281	1	0	0
T Town of Eagle, CO Nov 15, 19:30	 HAPPENING NOW! Come meet the Staff at Eagle Town Hall, located at 200 Broadway. Lunch provided by Red Canyon Cafe! Bites and beverages available until 2pm.	Town of Eagle		0	6	1.44%	418	4	0	0
E Eagle Outside Nov 15, 16:26	 New Town of Eagle Open Space and Trails Seasonal Closure Dates: DECEMBER 1 – APRIL 15 Closed to all human use Exceptions (trails that are open year-round) • First and Second Loops of Haymaker • Bellyache Road, Boneyard,...	Town of Eagle		0	8	2.12%	377	3	0	0
T Town of Eagle, CO Nov 15, 16:26	 New Town of Eagle Open Space and Trails Seasonal Closure Dates: DECEMBER 1 – APRIL 15 Closed to all human use Exceptions (trails that are open year-round) • First and Second Loops of Haymaker • Bellyache Road, Boneyard,...	Town of Eagle		0	39	2.51%	1,552	13	6	0
E Eagle Outside Nov 11, 13:04	 Today is a day we set aside each year to honor those who have served and continue to serve our nation. Thank you for your service. Happy Veterans Day.	Town of Eagle		0	0	0%	134	0	0	0
T Town of Eagle, CO Nov 11, 13:01	 Today is a day we set aside each year to honor those who have served and continue to serve our nation. Thank you for your service. Happy Veterans Day.	Town of Eagle		0	5	2.02%	247	5	0	0
E Eagle Outside Nov 10, 13:01	 Eagle Area Trail Conditions Update - November 10, 2022 All natural surface trails in the Eagle area are snowy and muddy. Eagle received 1-3 inches of snow. After a decent freeze, some trails may be useable for a short window...	Town of Eagle		0	4	1.85%	216	1	1	0
T Town of Eagle, CO Nov 10, 13:00	 Eagle Area Trail Conditions Update - November 10, 2022 All natural surface trails in the Eagle area are snowy and muddy. Eagle received 1-3 inches of snow. After a decent freeze, some trails may be useable for a short window...	Town of Eagle		0	7	1.98%	353	4	1	0
E Eagle Outside Nov 09, 13:01	 Eagle Town Council awarded, Kyle Foster of Seagull's Cycles the 2022 Community Impact Award. Congratulations Kyle! You are making a difference!	Town of Eagle		3	117	7.85%	1,491	79	0	0
T Town of Eagle, CO Nov 09, 13:00	 Eagle Town Council awarded, Kyle Foster of Seagull's Cycles the 2022 Community Impact Award. Congratulations Kyle! You are making a difference!	Town of Eagle		18	353	13.33%	2,648	204	1	0
E Eagle Outside Nov 09, 13:03	 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	2	0.77%	259	1	0	0
E Eagle Outside Nov 09, 03:00	 This Friday, November 11, 2nd Friday ARTwalk. Support local artists and businesses on Broadway, 5pm-8pm. See you there!	Town of Eagle		0	1	0.43%	234	1	0	0
T Town of Eagle, CO Nov 09, 03:00	This Friday, November 11, 2nd Friday ARTwalk. Support local artists and businesses on Broadway, 5pm-8pm. See you there!	Town of Eagle		0	1	0.37%	270	0	0	0
E Eagle Outside Nov 08, 13:03	Election Day! 24-Hour Ballot Drop Box located at the Eagle County Building at 500 Broadway. No postage required. Vote!	Town of Eagle		0	1	0.79%	127	1	0	0
T Town of Eagle, CO Nov 08, 13:01	Election Day! 24-Hour Ballot Drop Box located at the Eagle County Building at 500 Broadway. No postage required. Vote!	Town of Eagle		0	4	1.41%	284	2	1	0
E Eagle Outside Nov 08, 00:01	Join us for our Fall Town of Eagle Open House. This is an opportunity to personally meet the Staff in each Department. Ask us Anything. Enjoy a bite to eat and a sweet treat. We look forward to seeing you at Town Hall, 200...	Town of Eagle		0	9	1.88%	478	5	2	0
T Town of Eagle, CO Nov 08, 00:00	Join us for our Fall Town of Eagle Open House. This is an opportunity to personally meet the Staff in each Department. Ask us Anything. Enjoy a bite to eat and a sweet treat. We look forward to seeing you at Town Hall, 200...	Town of Eagle		0	8	1.25%	638	4	1	0
E Eagle Outside Nov 05, 14:02	Get ready to "fall back". Sunday, November 6 at 2am daylight saving time...no hyphen, no apostrophe and no extra S in the phrase. And no capitalization.	Town of Eagle		0	1	0.49%	203	0	0	0
T Town of Eagle, CO Nov 05, 14:01	Get ready to "fall back". Sunday, November 6 at 2am daylight saving time...no hyphen, no apostrophe and no extra S in the phrase. And no capitalization.	Town of Eagle		0	5	0.96%	522	2	1	0
E Eagle Outside Nov 04, 15:20										

Sales Tax – 2022 Sales Tax

The third quarter sales tax report is included as a separate item on the agenda.

2022					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 658,278.97	\$ 756,522.10	10%	\$108,423.99	1700
Feb	\$ 655,158.95	\$ 645,546.63	12%	\$76,896.61	1570
Mar	\$ 740,179.76	\$ 662,102.20	26%	\$78,856.55	1508
1 Q	\$ 2,053,617.68	\$ 2,064,170.93	15%	\$264,177.15	
Apr	\$ 666,808.71	\$ 690,087.86	11%	\$96,780.33	1670
May	\$ 701,668.30	\$ 697,691.25	21%	\$80,285.44	1696
Jun	\$ 777,217.26	\$ 693,689.31	10%	\$89,006.46	1678
2 Q	\$ 2,145,694.27	\$ 2,081,468.42	14%	\$266,072.23	
Jul	\$ 773,906.89	\$ 762,434.69	11%	\$106,817.35	1707
Aug	\$ 759,968.86	\$ 811,313.66	15%	\$99,649.28	1796
Sep	\$ 768,796.06	\$ 926,873.65	40%	\$99,874.53	1827
3 Q	\$ 2,302,671.81	\$ 2,500,622.00	22%	\$306,341.16	
Oct	\$ 745,839.72	\$ 773,788.97	-3%	\$ 107,788.03	1728
Nov		\$ 786,384.35	22%	\$106,274.99	1743
Dec			-100%		
4 Q	\$ 745,839.72	\$ 1,560,173.32	-26%	\$214,063.02	
Revenue	\$ 7,247,823.48	\$ 8,206,434.67	6%	\$1,050,653.56	
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	
Oct	\$ 633,833.99	\$ 799,872.60	14%	\$ 51,922.49	1016
Nov	\$ 652,315.06	\$ 646,595.50	13%	\$82,011.89	1560
Dec	\$ 881,383.29	\$ 655,381.63	10%	\$88,961.79	1804
4 Q	\$ 2,167,532.34	\$ 2,101,849.73	13%	\$222,896.17	
Revenue	\$ 7,796,122.55	\$ 7,773,816.91	17%	\$854,481.18	

MUNICIPAL COURT	November Statement		
Court held November 2 & 16			
Citations Issued	Current	YTD	2021
Animal Control	5	58	25
Juvenile	1	19	17
Misdemeanor/Ordinance	0	11	15
Parking	14	140	140
Traffic	11	205	188
Total	31	433	385
Fines and Fees Collected	Current	YTD	2021
(includes collections for previous months)			
Court Costs	\$ 150.00	\$ 1,290.00	\$ 1,210.00
Criminal Police Equipment and Training Surcharge	\$ 40.00	\$ 330.00	\$ 190.00
Traffic Surcharge	\$ 210.00	\$ 3,150.00	\$ 3,360.00
Deferred Judgment Fee	\$ -	\$ 225.00	\$ 150.00
Fines	\$ 2,395.00	\$29,340.00	\$30,732.50
Outstanding Judgement Fee	\$ -	\$ 30.00	\$ 360.00
Stay of Execution Fee	\$ -	\$ 65.00	\$ -
Bad Check Fee	\$ -	\$ -	\$ 120.00
Warrant Fee	\$ -	\$ 66.67	\$ 140.00
Failure to Appear	\$ 140.00	\$ 2,788.33	\$ 2,800.00
Victim Restitution Fee	\$ -	\$ -	\$ -
Total	\$ 2,935.00	\$37,285.00	\$39,062.50
Dispositions (Payments or Court Appearances)	Current	YTD	2021
Animal Control	7	36	14
Juvenile	1	18	15
Misdemeanor/Ordinance	0	6	8
Parking	9	158	146
Traffic	14	174	189
Total	31	392	372
Outstanding Fines and Fees At Collections & by Date			
Current	\$ 1,395.00		
1-30 Days Past Due	\$ 145.00		
31-60 Days Past Due	\$ 385.00		
61-90 Days Past Due	\$ 460.00		
91-180 Days Past Due	\$11,354.00		
Total	\$13,739.00		

Public Works

November 2022

Buildings & Grounds

- Completion of installation of holiday lighting and decorations.
- Completed installation of door at the Events Manager's office.
- Completed several plumbing maintenance and repair projects at the Public Works offices.
- Snow removal on Town pathways, sidewalks, parking lots, and streets.
- Completed cleaning and sealing of flooring in the Studio building at Brush Creek Park.
- Completed several necessary repairs at the Info Center as requested by the Chamber of Commerce.
- Completed winter storage of seasonal equipment such as lawn mowers and tractors, built up truck and equipment for winter snow removal operations.
- Assisted with street closures for special events.

Streets

- Completed build-up of trucks for winter snow removal operations.
- Snow removal on Town streets – it has been a snowier than average start to the winter and we plowed snow more frequently than is typical for November in Eagle.
- Made repairs to snow removal equipment as necessary, this included: replacement of cutting edges on plows, repair of conveyor in one large plow truck, repair of sand spreader in one small plow truck, replacement of the HVAC blower in one large plow truck.
- Completed installation of holiday lighting and decorations.
- Completed trouble shooting and repair of the string lighting installed on Broadway at the intersections of Second and Third Streets.
- Completed numerous street light repairs.

Water

- Staff continued contacting property owners regarding failure to provide the Town with evidence of annual testing of backflow prevention devices. This has become a significant problem and the Town will receive Tier 2 compliance violations from the State of Colorado because of the failure of private property owners to complete backflow device testing. Staff will be proposing code and fee changes to the Council during the first quarter of 2023 in order to spur greater compliance from property owners.
- Design work on the Cemetery Tank replacement continues. New field survey was completed. Staff is currently scheduling meetings with effected property owners and HOAs.
- The East Eagle water system was completed and was shared with the land owner.
- We took delivery of the Town's first EV, a Chevrolet Bolt that will be shared between the Water and Wastewater departments. A level two charger (240 volt AC) was installed in the wastewater treatment plant garage bay.



Wastewater

- Replacement of the ultraviolet light bulbs used for end stage disinfection on the wastewater treatment plant was completed.

- We have been engaged with much communication with the State of Colorado regarding the discharge permit amendment we have requested. This has been tedious but we continue to be confident that the permit amendment will be approved.
- We conducted an extensive nutrient removal workshop with our engineering consultant for the purpose of reviewing options for removal on nitrogen and phosphorous from our wastewater effluent as required by regulations that will take effect in the next several years.

Yearout Energy Project

- The Bureau of Reclamation reports that awarding of the WaterWise grant we applied for will take place in February or March – fingers crossed until then.
- Yearout made a presentation of the 30% Investment Grad Audit to the Council and work has progressed since.

River Park Project

- Lumber has been delivered for construction of the Pavilion, there has been a delay in receiving some of the steel and bolts but our contractor believes assembly will begin Monday 12/12.
- The US Army Corp of Engineers is preparing to publish public notice of their decision on our Rapid Bloc request. As we have not received any additional questions or comments from the Corp it appears that our request will be approved pending comments that may be received from the public or adjacent land owners,

Open Space & Trails

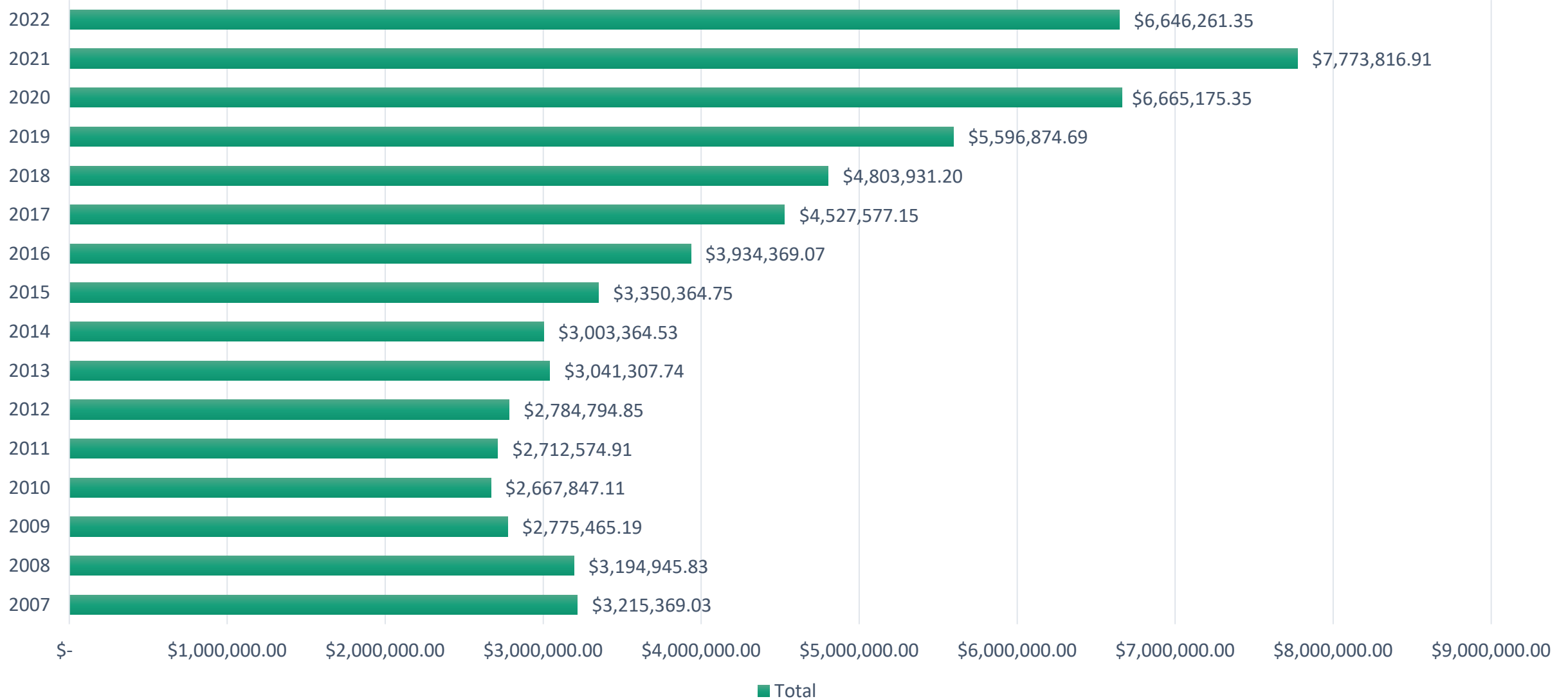
- Seasonal closures were implemented on December 1.
- Staff have been working with VVMTA on revisions to the proposed bike park plan. We continue anticipate bringing an agreement pertaining to the bike park to Council in January.
- OSRAC has discussed recommending a voluntary nighttime closure of the Haymaker trail for the purpose of minimizing impacts to wildlife but has determined to gather more information before making any recommendation.
- Staff have been assisting Eagle PD and Colorado Parks and Wildlife with minimizing human impacts to elk using the Brush Creek Park area. This has included making/procuring additional signage that has been installed near the soccer field that advises people to stay away from the elk. On the first day the elk came to the soccer field we observed numerous people walking in to the herd (sometimes with dogs) to take photographs and this was clearly stressful to the elk.

Engineering

- Work continues on the Reserve at Hockett Gulch project. The full grading permit in conjunction with the approved Major Development Permit has been issued. Staff is working with the developer to resolve two problems with the construction of the Grand Avenue turn lanes with the developer – some of the new pavement installed on the road shoulder is failing, and the pavement markings seem to be rapidly peeling off of the pavement.
- Infrastructure installation is nearly complete at the Haymeadow RMF 1 & 2 site. The developer continues to express their intent to begin building construction in the late winter/early spring.
- The RFP for engineering design services on the Grand Avenue Corridor project has been issued with responses due in early January.
- Bids have been received for the Eby Creek Road art wall installation.
- Work is progressing on the Sylvan Lake Road multi-mode and safety improvements.

ANNUAL TOTAL SALES TAX 2007-2022 REVENUE PERIOD TOTALS

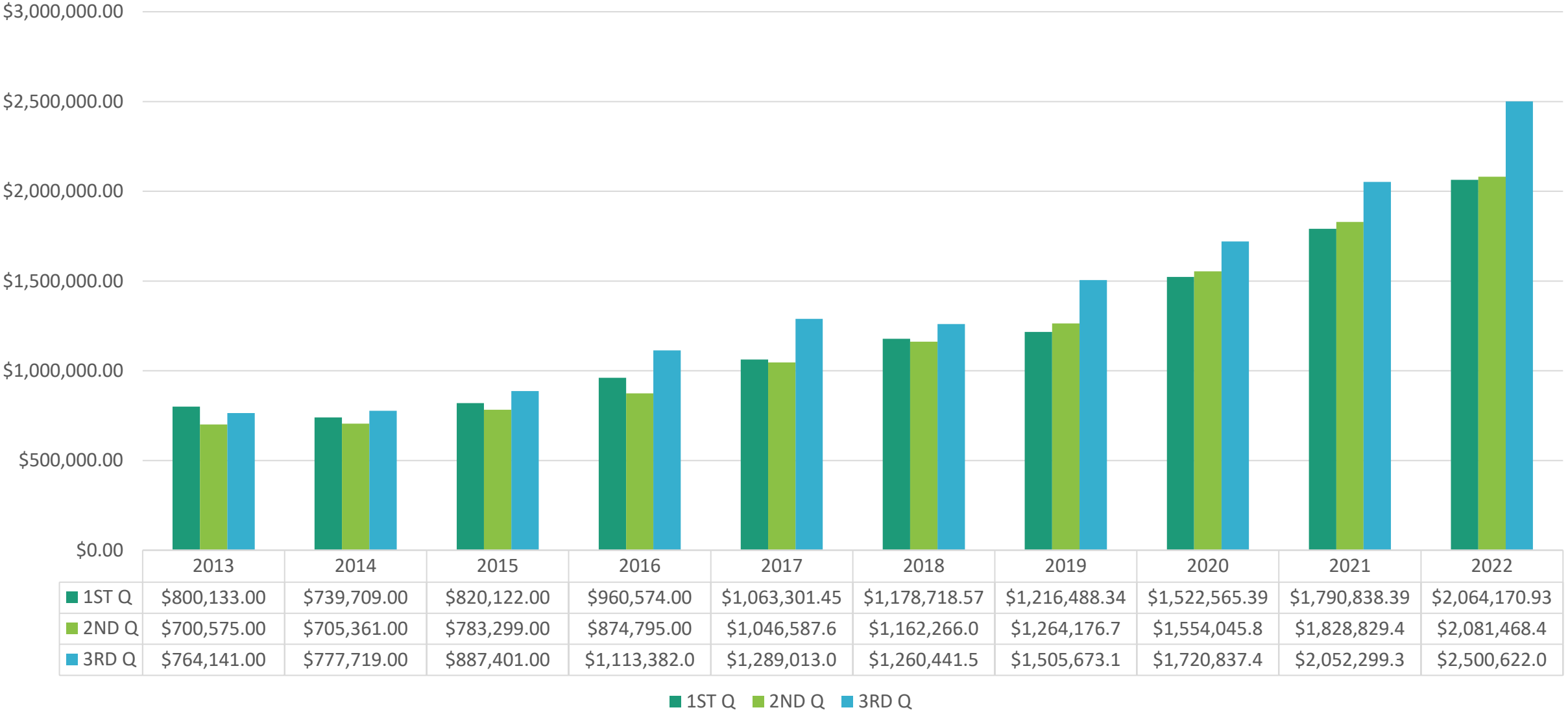
**2016 - PRESENT INCLUDE .5% SALES TAX INCREASE*



TOTAL SALES TAX BY QUARTER

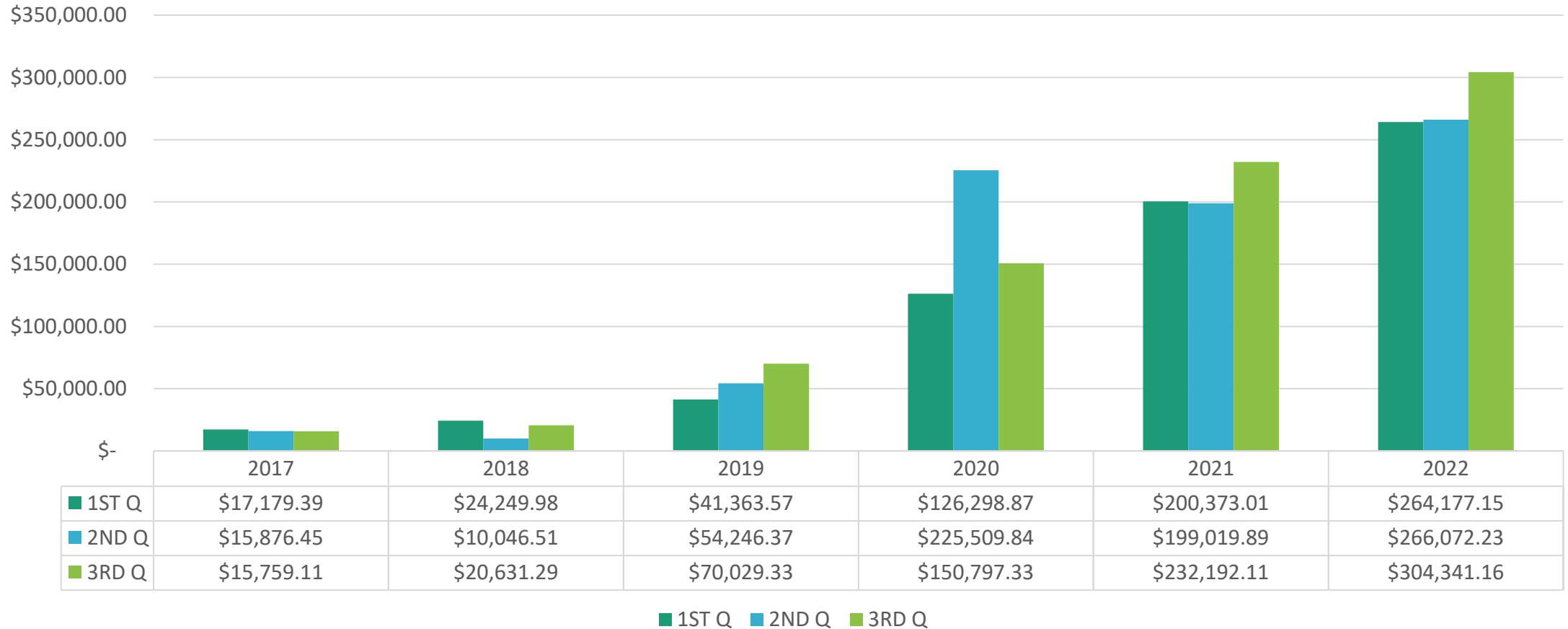
2013-2022

REVENUE PERIOD TOTALS



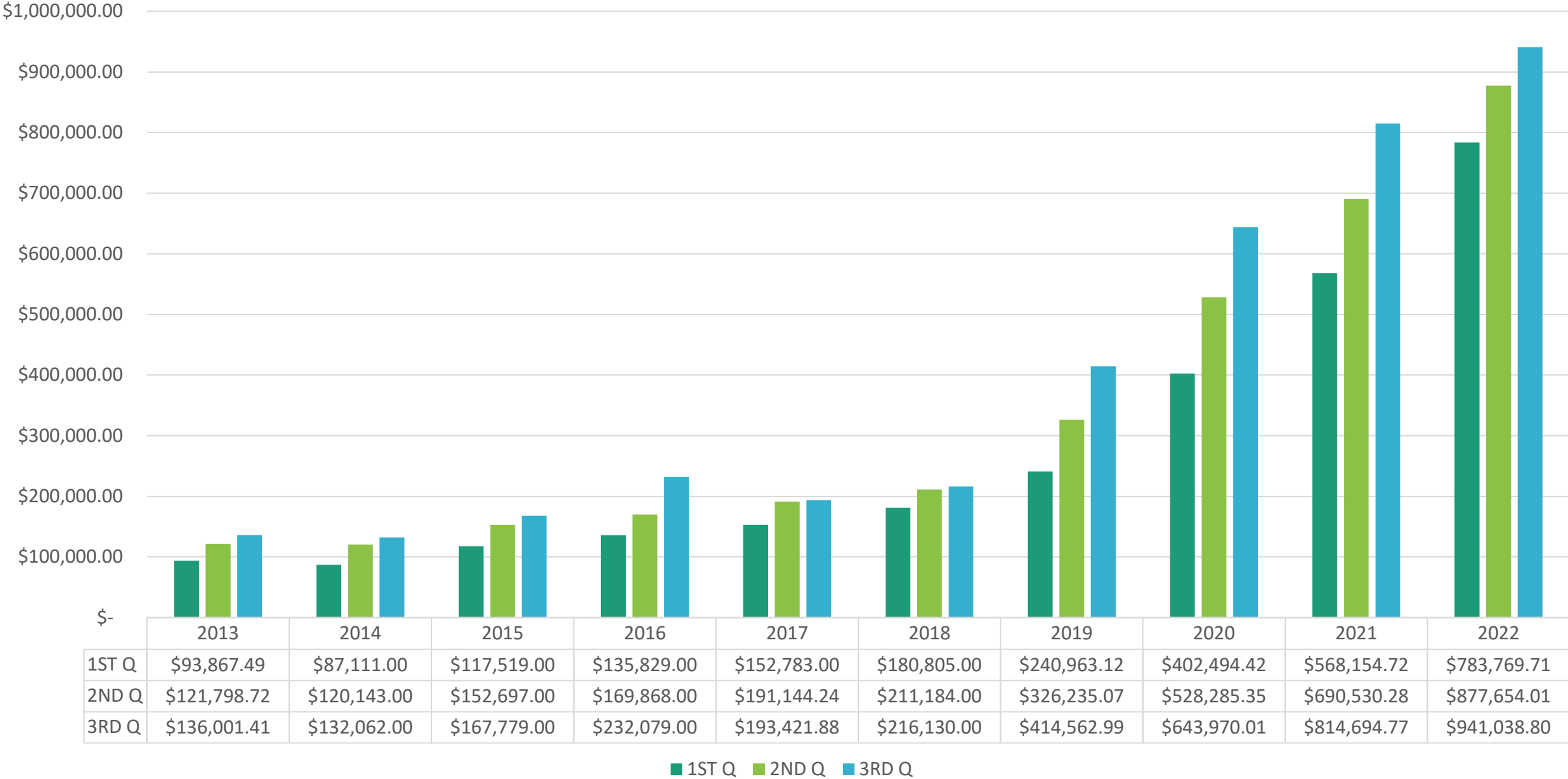
ONLINE SALES TAX BY QUARTER 2017-2022

REVENUE PERIOD TOTALS

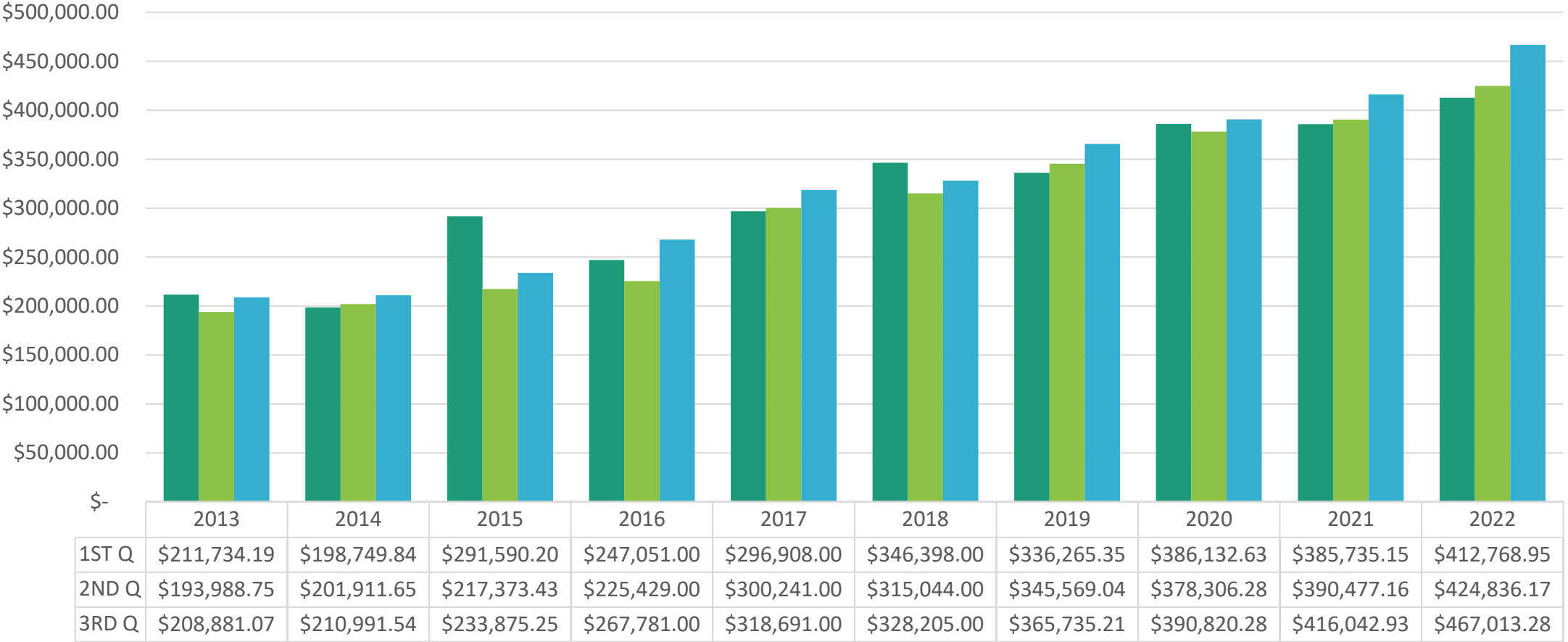


Online sales are included in the retail and out of area sectors.

RETAIL QUARTERLY COLLECTIONS
2013-2022



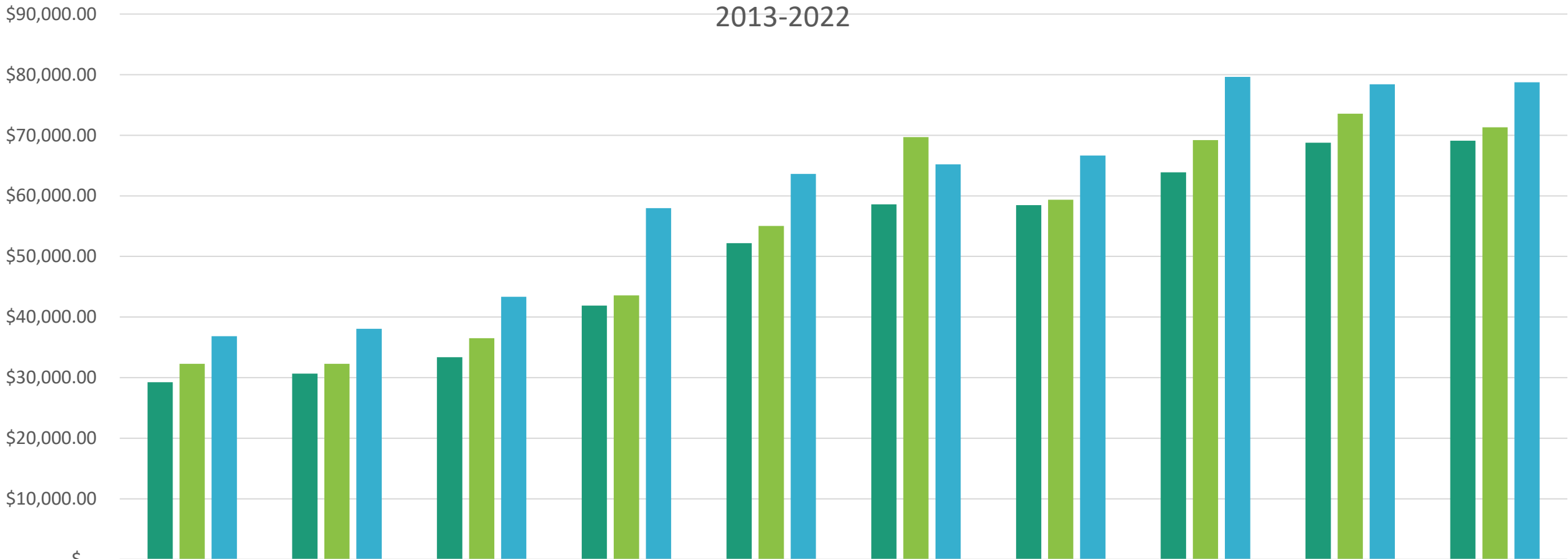
FOOD QUARTERLY COLLECTIONS 2013-2022



RESTAURANTS & BARS QUARTERLY COLLECTIONS 2013-2022



LIQUOR STORES QUARTERLY COLLECTIONS
2013-2022

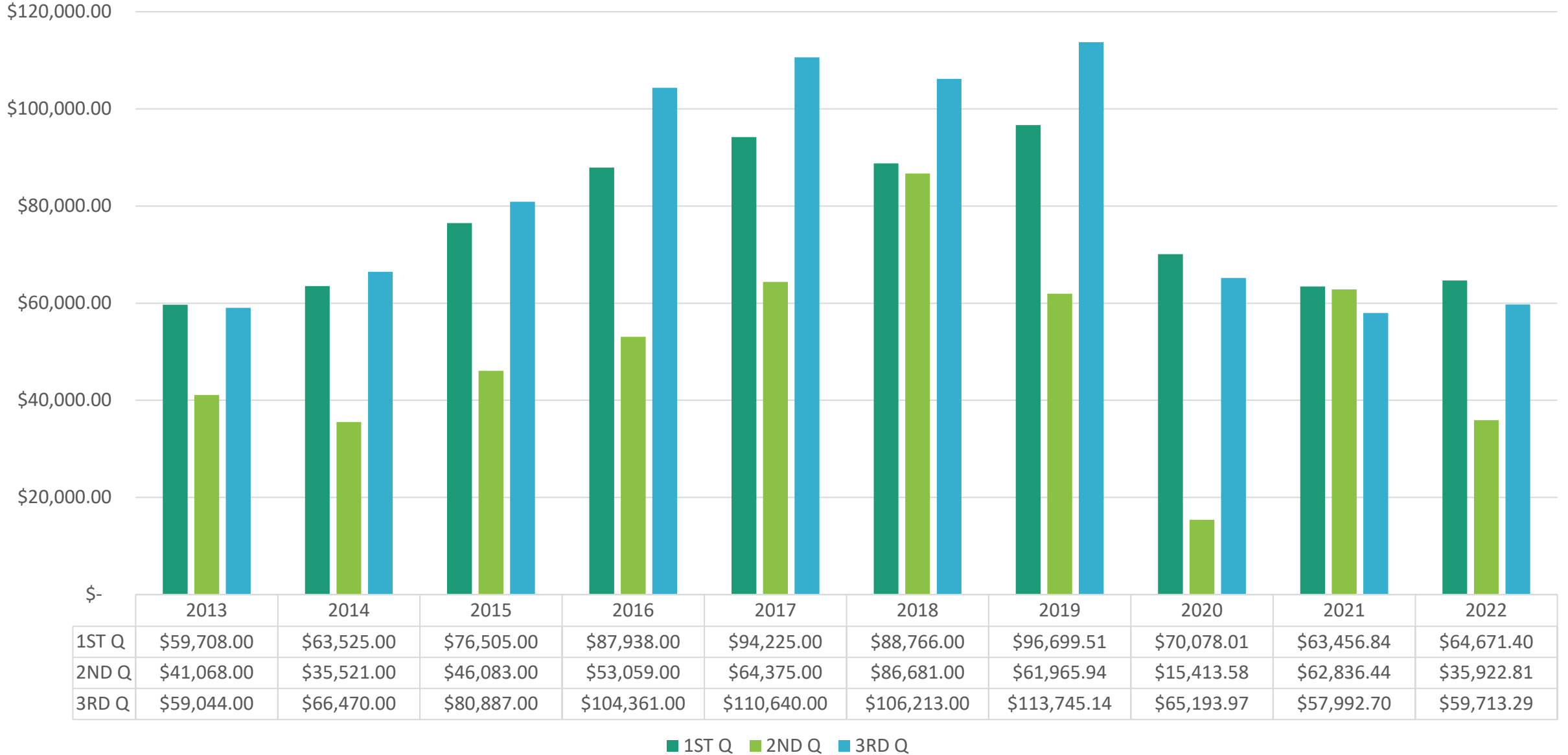


	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
1ST Q	\$29,240.21	\$30,678.33	\$33,366.23	\$41,903.00	\$52,210.00	\$58,597.00	\$58,457.33	\$63,871.12	\$68,771.66	\$69,083.80
2ND Q	\$32,287.72	\$32,282.04	\$36,503.00	\$43,575.22	\$55,021.00	\$69,704.00	\$59,369.38	\$69,205.68	\$73,535.55	\$71,317.18
3RD Q	\$36,848.51	\$38,051.52	\$43,362.56	\$57,972.00	\$63,607.00	\$65,200.00	\$66,659.81	\$79,609.45	\$78,390.42	\$78,726.89

1ST Q 2ND Q 3RD Q

LODGING QUARTERLY COLLECTIONS

2013-2022

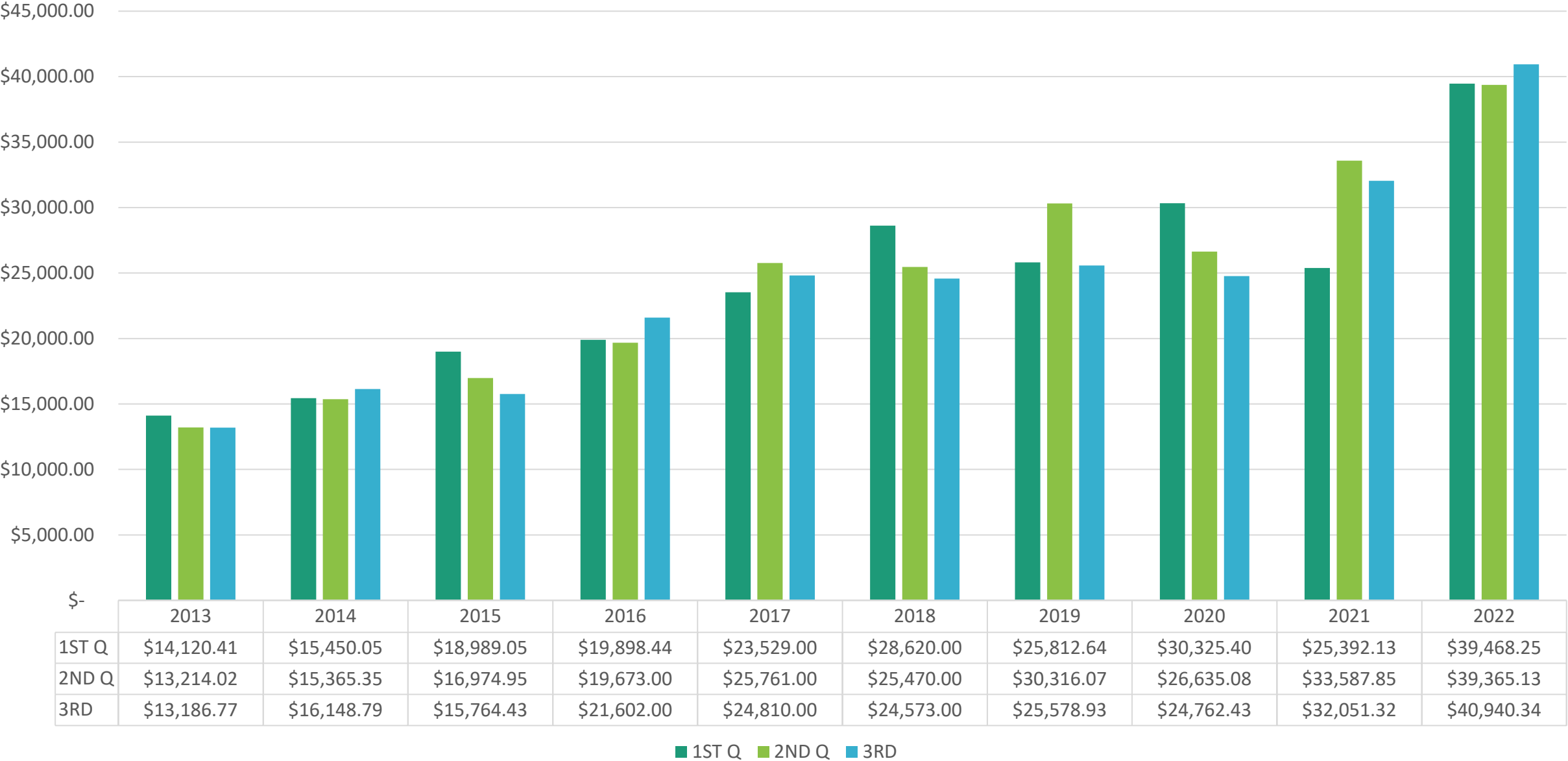


UTILITIES QUARTERLY COLLECTIONS

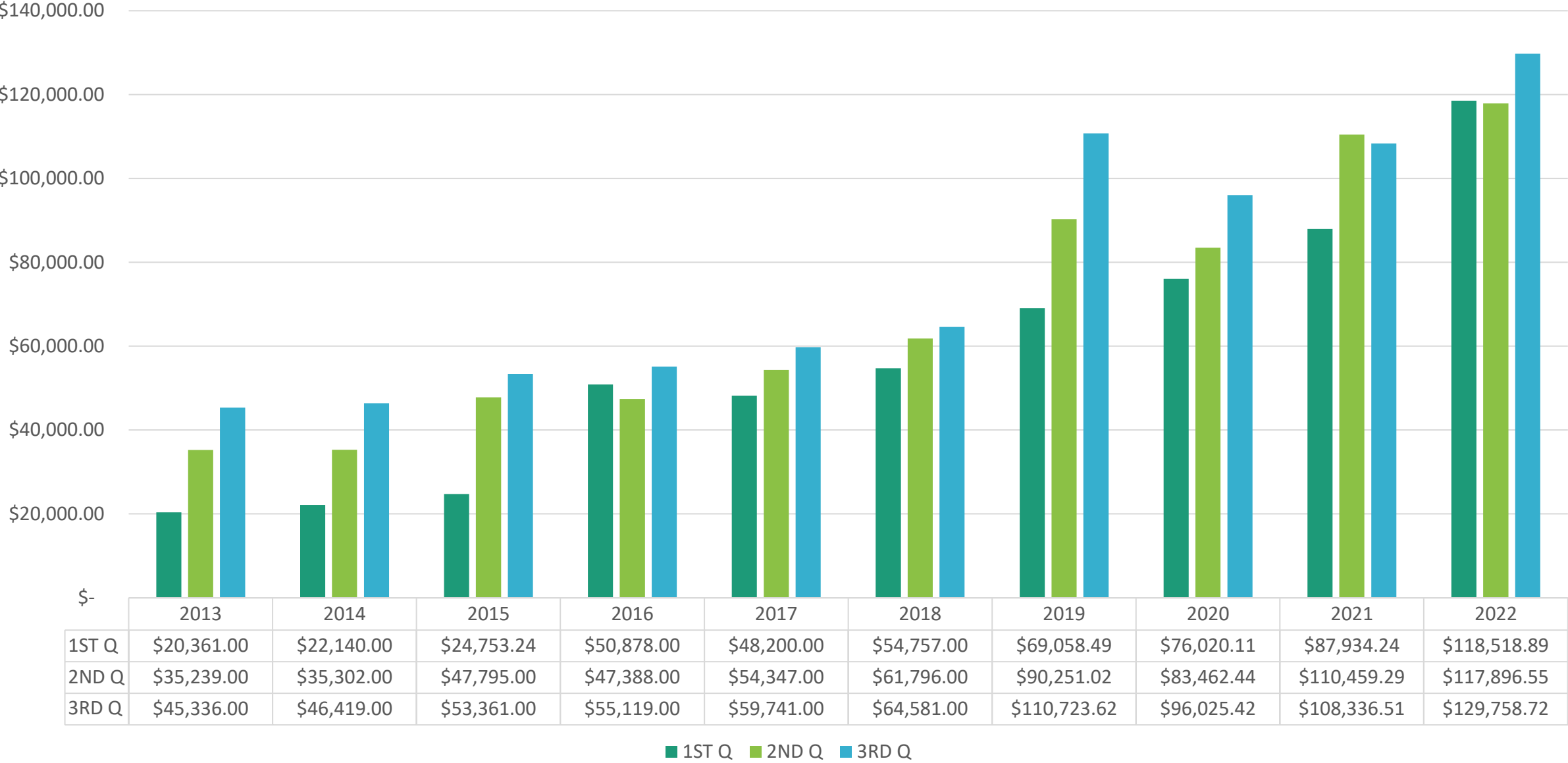
2013-2022



AUTOMOTIVE QUARTERLY COLLECTIONS
2013-2022



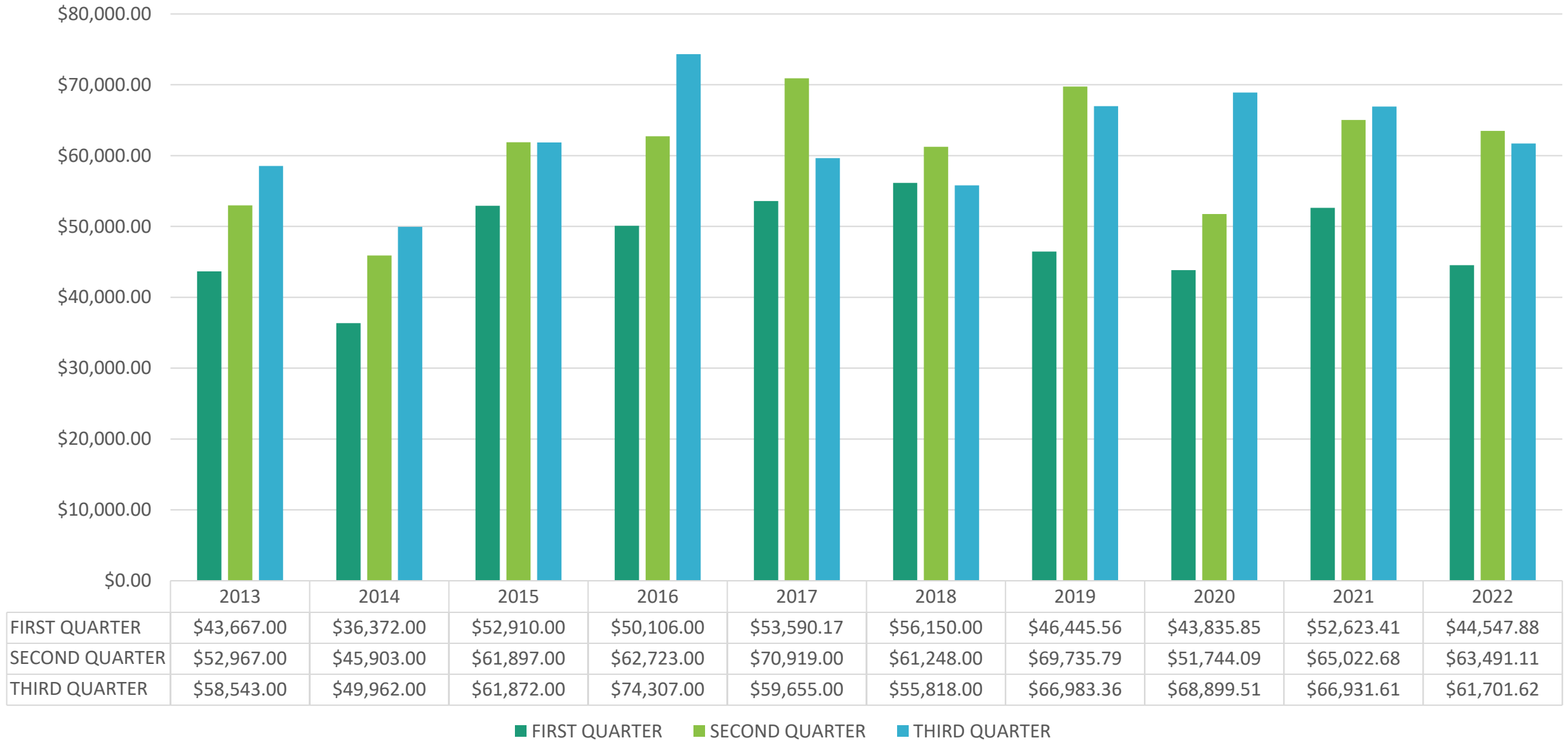
MISCELLANEOUS QUARTERLY COLLECTIONS
2013-2022



BUILDING/CONSTRUCTION QUARTERLY COLLECTIONS 2013-2022



DOWNTOWN DISTRICT QUARTERLY 2013-2022



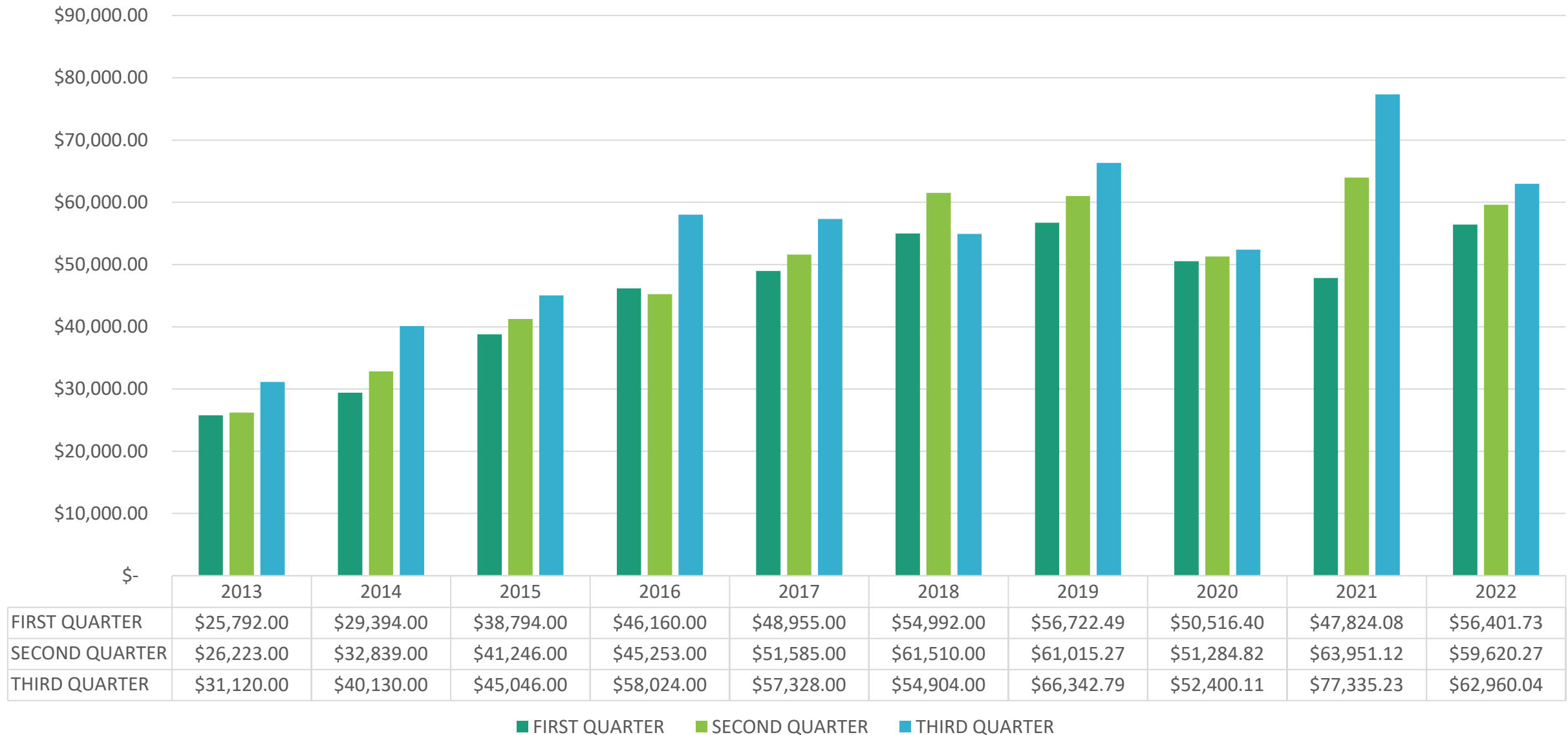
CHAMBERS AVENUE QUARTERLY 2013-2022



MARKET STREET QUARTERLY 2013-2022



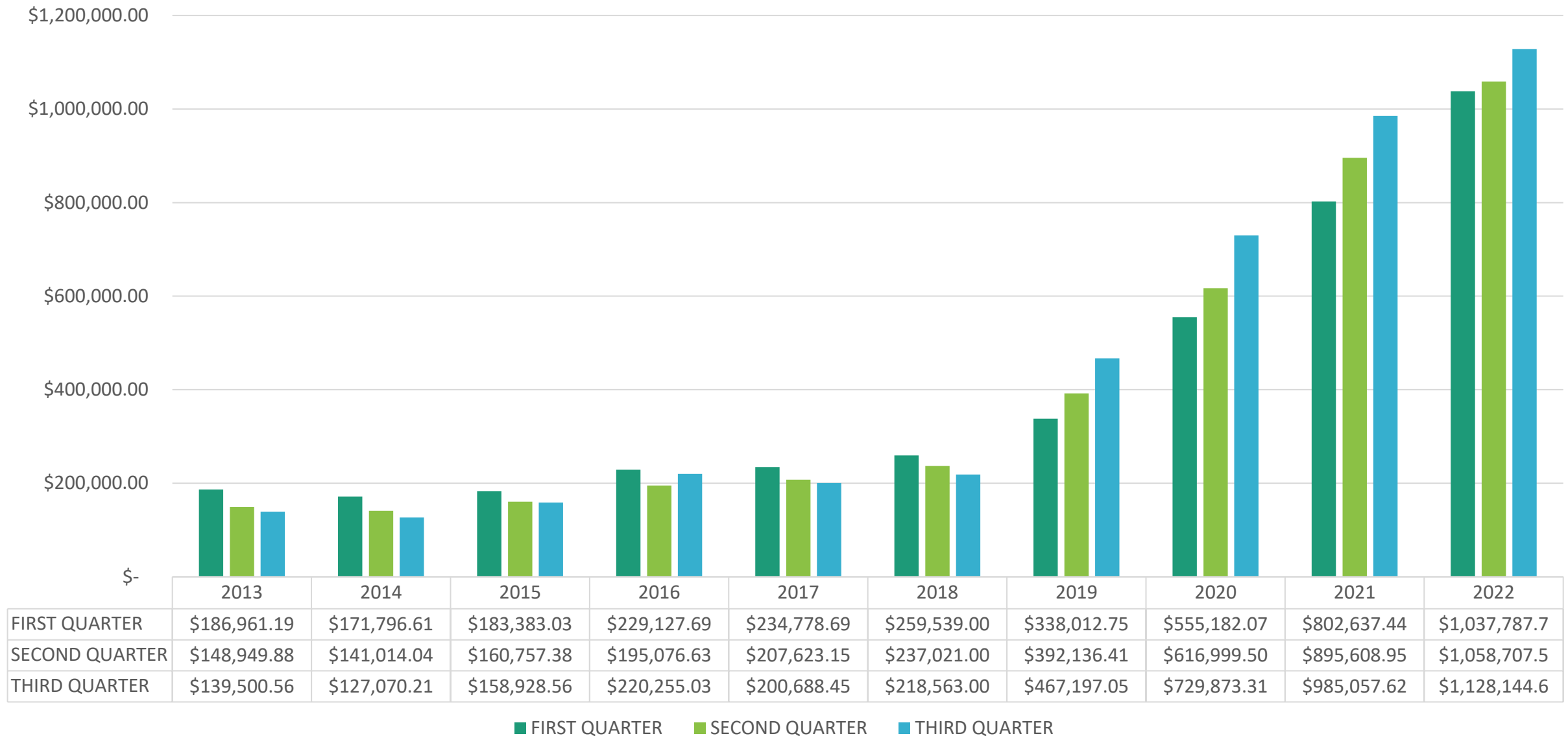
HIGHWAY 6/GRAND AVE. QUARTERLY 2013-2022



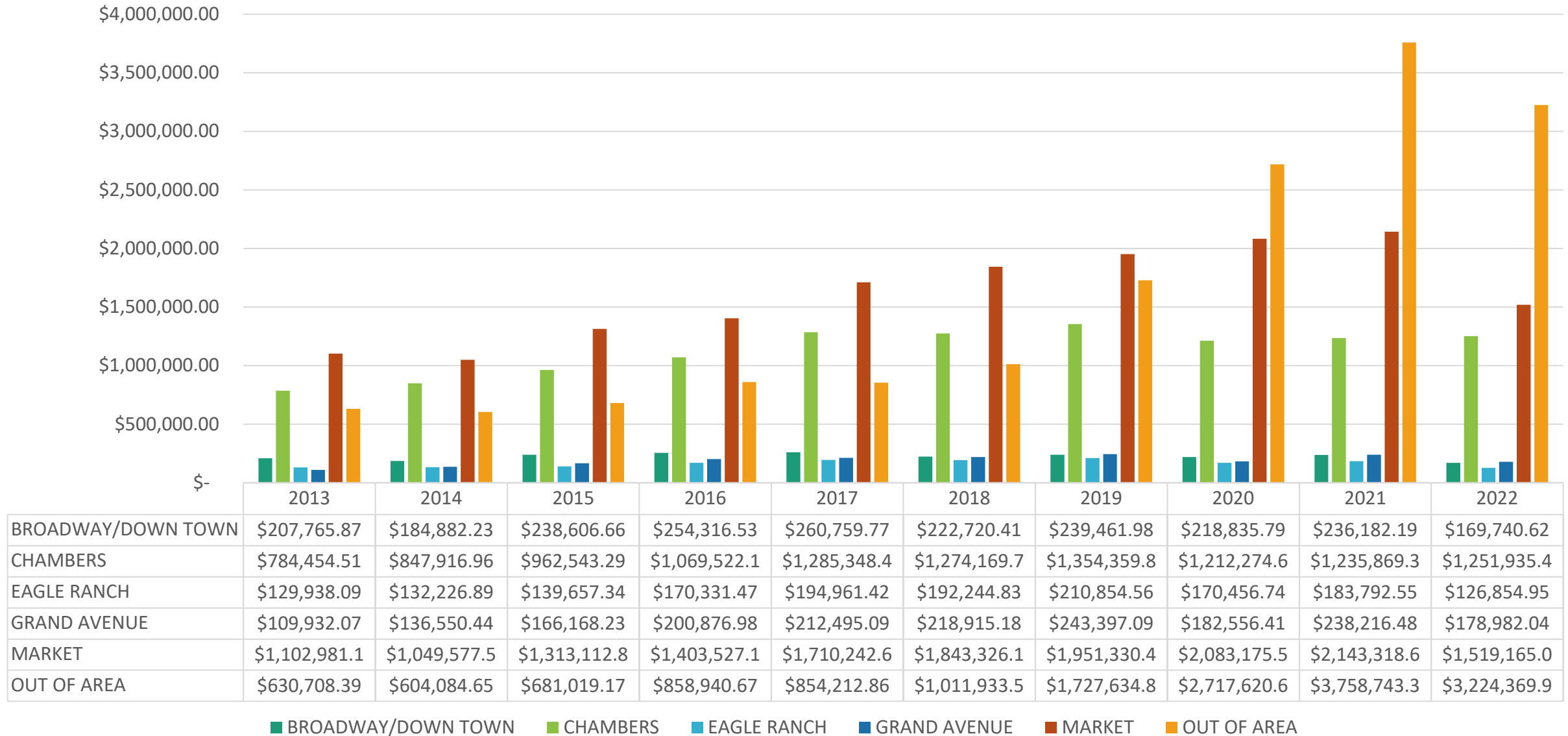
EAGLE RANCH QUARTERLY 2013-2022



OTHER AREAS QUARTERLY 2013-2022



ALL AREAS TOTALS 2013-2022





To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: December 13, 2022

Agenda Item: PUBLIC HEARING: Transfer of Ownership of a Tavern License- Applicant: Your Father's Office LLC dba Second Street Tavern

REQUEST: The Mayor should convene as the Liquor License Authority before opening this item. The request is for consideration of approval for a Transfer of Ownership of a Tavern License for Your Father's Office LLC located at 127 West Second Street.

BACKGROUND: Brian Kunkel, Owner of Your Father's Office LLC submitted an application to Transfer the Tavern License at 127 West Second Street from Vine LLC on October 27, 2022.

ANALYSIS: Department Staff has reviewed the application and made preliminary findings to the applicant that included the following:

- The location of the premises for which the license is sought is 127 West Second Street, Eagle, Colorado 81631.
- It appears from the evidence submitted that the applicant is entitled to possession of the premises proposed to exercise the license.
- The location proposed to sell liquor for on-site consumption is not within 500 feet proximity to a school as defined in the Eagle Municipal Code.
- The applicant has applied for and has possession of a valid Town of Eagle Business License and state-issued Sales Tax License number.
- The renewal fee for 2023 will be \$175.00 to the Town of Eagle. As of this date, the Town Clerk and the Eagle Police Department have completed their preliminary background investigation concerning the records of the premises and applicants as allowed by current statute. There were no issues reported.
- No undue concentration has been determined with the current class of license and does not require additional law enforcement resources as presented.
- The neighborhood for which the Local Licensing Authority has determined as the applicable neighborhood is the Town of Eagle. A petition to assist with determining the needs and desires of the adult inhabitants is not required.

15 Hotel & Restaurant Licenses	1 Brewpub License
3 Tavern Licenses	4 Beer and Wine Licenses
4 Fermented Malt Beverage Off-Premises Licenses	3 Retail Liquor Store Licenses
	1 Distillery (State Licensed)

COMMUNITY INPUT: This is a public hearing and this item was publicly noticed at the location, in the newspaper, and on our website. The applicant will also be present to answer any questions from the Authority.

BUDGET / STAFF IMPACT: There is no budget impact for approving this item. All fees have been paid.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This item does not have a direct link to a Major Objective. However, it does support "Stimulating Economic Vitality and Development." A denial of this license would need to be for cause and would limit the applicant's sales to non-alcoholic beverages only.

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION TO APPROVE OR DENY: Findings and Order approving a Transfer of Ownership of a Tavern License for Your Father's Office LLC - located at 127 West Second Street and direct the Mayor and Town Clerk to sign and submit the application to the State of Colorado.

ATTACHMENTS:

1. 2022 STATE APPLICATION_Redacted
2. NOTICE OF FINDINGS AND ORDER



October 27, 2022

**COLORADO DEPARTMENT OF REVENUE
PO BOX 17087
DENVER, CO 80217-0087**

Re: Transfer of Ownership
Your Father's Office DBA Second Street

To Whom it May Concern:

Please find enclosed the pending application for Transfer of Ownership for the above-referenced entity. Once the public hearing has been completed, I will mail the original with the license fee to you for final approval.

If you have any questions, please contact me at jenny.rakow @townofeagle.org or 970-328-9623.

Sincerely,

Jenny Rakow, CMC
Town Clerk

Colorado Liquor Retail License Application

☐ New License ☐ New-Concurrent ☒ Transfer of Ownership ☐ State Property Only ☐ Master file			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor			
1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <i>Your Father's Office LLC</i>			FEIN Number <i>92-0403608</i>
2a. Trade Name of Establishment (DBA) <i>Second Street</i>		State Sales Tax Number <i>95447712</i>	Business Telephone <i>970-971-1288</i>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <i>127th W 2nd Street, Eagle, 10 81631</i>			
City <i>Eagle</i>	County <i>Eagle</i>	State <i>10</i>	ZIP Code <i>81631</i>
4. Mailing Address (Number and Street) <i>P.O. Box 1562</i>		City or Town <i>Eagle</i>	State <i>10</i> ZIP Code <i>81631</i>
5. Email Address <i>BLUNKEL26@gmail.com</i>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) <i>Vine of Eagle LLC</i>		Present State License Number <i>03-16529</i>	Present Class of License <i>Tavern</i>
		Present Expiration Date <i>June 13, 2023</i>	
Section A		Section B (Cont.)	
Nonrefundable Application Fees*		Liquor License Fees*	
☐ Application Fee for New License \$1,100.00 ☐ Application Fee for New License w/Concurrent Review \$1,200.00 ☒ Application Fee for Transfer \$1,100.00		☐ Liquor-Licensed Drugstore (County) \$312.50 ☐ Lodging & Entertainment - L&E (City) \$500.00 ☐ Lodging & Entertainment - L&E (County) \$500.00 ☐ Manager Registration - H & R \$75.00 ☐ Manager Registration - Tavern \$75.00 ☐ Manager Registration - Lodging & Entertainment \$75.00 ☐ Manager Registration - Campus Liquor Complex \$75.00 ☐ Optional Premises License (City) \$500.00 ☐ Optional Premises License (County) \$500.00 ☐ Racetrack License (City) \$500.00 ☐ Racetrack License (County) \$500.00 ☐ Resort Complex License (City) \$500.00 ☐ Resort Complex License (County) \$500.00 ☐ Related Facility - Campus Liquor Complex (City) \$160.00 ☐ Related Facility - Campus Liquor Complex (County) \$160.00 ☐ Related Facility - Campus Liquor Complex (State) \$160.00 ☐ Retail Gaming Tavern License (City) \$500.00 ☐ Retail Gaming Tavern License (County) \$500.00 ☐ Retail Liquor Store License-Additional (City) \$227.50 ☐ Retail Liquor Store License-Additional (County) \$312.50 ☐ Retail Liquor Store (City) \$227.50 ☐ Retail Liquor Store (County) \$312.50 ☒ Tavern License (City) \$500.00 ☐ Tavern License (County) \$500.00 ☐ Vintners Restaurant License (City) \$750.00 ☐ Vintners Restaurant License (County) \$750.00	
Section B			
Liquor License Fees*			
☐ Add Optional Premises to H & R \$100.00 X _____ Total _____ ☐ Add Related Facility to Resort Complex \$75.00 X _____ Total _____ ☐ Add Sidewalk Service Area \$75.00 ☐ Arts License (City) \$308.75 ☐ Arts License (County) \$308.75 ☐ Beer and Wine License (City) \$351.25 ☐ Beer and Wine License (County) \$436.25 ☐ Brew Pub License (City) \$750.00 ☐ Brew Pub License (County) \$750.00 ☐ Campus Liquor Complex (City) \$500.00 ☐ Campus Liquor Complex (County) \$500.00 ☐ Campus Liquor Complex (State) \$500.00 ☐ Club License (City) \$308.75 ☐ Club License (County) \$308.75 ☐ Distillery Pub License (City) \$750.00 ☐ Distillery Pub License (County) \$750.00 ☐ Hotel and Restaurant License (City) \$500.00 ☐ Hotel and Restaurant License (County) \$500.00 ☐ Hotel and Restaurant License w/one opt premises (City) \$600.00 ☐ Hotel and Restaurant License w/one opt premises (County) \$600.00 ☐ Liquor-Licensed Drugstore (City) \$227.50			
* Note that the Division will not accept cash			
Questions? Visit: SBG.Colorado.gov/Liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: SBG.Colorado.gov/Liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information ☐ A. Applicant/Licensee identified ☐ B. State sales tax license number listed or applied for at time of application ☐ C. License type or other transaction identified ☐ D. Return originals to local authority (additional items may be required by the local licensing authority) ☐ E. All sections of the application need to be completed ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Re-tail License Application
II.	Diagram of the premises ☐ A. No larger than 8 1/2" X 11" ☐ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) ☐ C. Separate diagram for each floor (if multiple levels) ☐ D. Kitchen - identified if Hotel and Restaurant ☐ E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk ☐ B. Lease in the name of the applicant (or) (matching question #2) ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant ☐ D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents ☐ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license ☐ D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) ☐ A. Form DR 4679 ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) ☐ A. Certificate of Incorporation ☐ B. Certificate of Good Standing ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) ☐ A. Partnership Agreement (general or limited). ☐ B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) ☐ A. Copy of articles of organization ☐ B. Certificate of Good Standing ☐ C. Copy of Operating Agreement (if applicable) ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application ☐ A. \$75.00 fee ☐ B. Individual History Record (DR 8404-I) ☐ C. If owner is managing, no fee required

Name	Type of License	Account Number			
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes ☐ No ☒					
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state): a. Been denied an alcohol beverage license? ☐ ☐ b. Had an alcohol beverage license suspended or revoked? ☐ ☐ c. Had interest in another entity that had an alcohol beverage license suspended or revoked? ☐ ☐ If you answered yes to 8a, b or c, explain in detail on a separate sheet.					
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. ☐ ☒					
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? ☐ ☒ or Waiver by local ordinance? ☐ ☐ Other: _____					
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒					
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. ☐ ☒					
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? ☐ ☒					
13 b. Are you a Colorado resident? ☒ ☐					
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. ☒ ☐ <i>Vine of Eagle LLC</i>					
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? ☒ ☐ ☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:40%;">Landlord <i>Jerome D. Butters / Butters Investment LLC</i></td> <td style="width:40%;">Tenant <i>Brian Kunkel / Your Father's Office LLC</i></td> <td style="width:20%;">Expires <i>2027</i></td> </tr> </table>			Landlord <i>Jerome D. Butters / Butters Investment LLC</i>	Tenant <i>Brian Kunkel / Your Father's Office LLC</i>	Expires <i>2027</i>
Landlord <i>Jerome D. Butters / Butters Investment LLC</i>	Tenant <i>Brian Kunkel / Your Father's Office LLC</i>	Expires <i>2027</i>			
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. ☐ ☒					
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".					
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.					
Last Name	First Name	Date of Birth			
Last Name	First Name	Date of Birth			
FEIN or SSN					
Interest/Percentage					
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.					
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: ☐ ☐ Has a local ordinance or resolution authorizing optional premises been adopted? ☐ ☐ Number of additional Optional Premise areas requested. (See license fee chart)					
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.					
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ ☒ If "yes" a copy of license must be attached.					

Name	Type of License	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	☐	☐		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	☐	☐		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	☐	☐		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	☐	☒		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?	☐	☐		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.	☐	☐		
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager <u>Kunkel</u>	First Name of Manager <u>BRIAN</u>			
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		Yes ☒ No ☐ <u>Tavern 03-16529</u>		
25. Related Facility - Campus Liquor Complex applicants answer the following:		Yes ☐ No ☒		
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager	First Name of Manager			
26. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		Yes ☐ No ☒		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		Yes ☐ No ☒		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name <u>BRIAN KUNKEL</u>	Home Address, City & State <u>711 W. Meadow Ct / 81637</u>	DOB <u>1/21/1981</u>	Position <u>Manager/owner</u>	%Owned <u>100</u>
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name		Type of License	Account Number	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature <i>[Signature]</i>		Printed Name and Title <i>Brian J. Kunkel</i>		Date <i>10/13/22</i>
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority OCTOBER 27, 2022		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) DECEMBER 13, 2022		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
☒ Fingerprinted ☒ Subject to background investigation, including NCIC/CCIC check for outstanding warrants				
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license				
(Check One)				
☐ Date of inspection or anticipated date _____ ☒ Will conduct inspection upon approval of state licensing authority				
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?				Yes No ☐ ☐
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?				☐ ☐
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				☐ ☐
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for <i>Town of Eagle</i>		Telephone Number <i>970 328-9623</i>		☒ Town, City ☐ County
Signature	Print	Title	Date	
Signature	Print	Title	Date	

Colorado Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective Date, by and between Butters Investments LLC, A Colorado Limited Liability Company ("Landlord") and Your Father's Office, LLC (DBA Second Street) and Brian J. Kunkel, Individually and collectively, ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 127 West 2nd Street and legally described as follows (the "Building"): EAGLE PARK "A" PT OF BK-0239 PG-0038 QCD 03-20-75 BK-0258 PG-0334 QCD 08-06-77 BK-0259 PG-0164 QCD 08-30-77 BK-0259 PG-0165 QCD 08-29-77

Landlord makes available for lease the Building and land designated as 127 West 2nd Street (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning September 9, 2022 and ending August 31, 2027.

2. Base Rent/CAM/Utilities

A. Tenant shall pay to Landlord in advance on the first day of each calendar month during the term hereto without demand, according to the following schedule:

<u>Period</u>	<u>Base Rent</u>
September 9, 2022-September 30, 2022	)
October 1, 2022-August 31, 2023	
September 1, 2023-August 31, 2024	)

September 1, 2024-August 31, 2025	[REDACTED] [REDACTED])
September 1, 2025-August 31, 2026	[REDACTED] [REDACTED])
September 1, 2026-August 31, 2027	[REDACTED] [REDACTED])

Unless in violation of any term of this lease, or Landlord has the property for sale, or Landlord has transferred the property to a buyer, Landlord will offer Tenant one (1) additional five (5) year period with three (3) months notice at a mutually agreeable Fair Market Rental at the time of renewal. Landlord shall provide written notice of the then Fair Market Rental within ten (10) days of receipt of Tenant's notice to renew. Landlord and Tenant shall reach agreement on the renewal rate within an additional twenty (20) days or the renewal shall become voidable by the Tenant. The \$3,000.00 security deposit will carry over to the option period. The option period will begin on September 1, 2027 and end on August 31, 2032.

<u>Period</u>	<u>Base Rent</u>
September 1, 2027-August 31, 2028	TBD - Mkt Rate
September 1, 2028-August 31, 2029	TBD - Mkt Rate
September 1, 2029-August 31, 2030	TBD - Mkt Rate
September 1, 2030-August 31, 2031	TBD - Mkt Rate
September 1, 2031-August 31, 2032	TBD - Mkt Rate

Rent is payable to Butters Investments, LLC, 1177 Colorado River Road, Gypsum, CO 81637-9656 or at such other place designated by written notice from Landlord.

B. In order that the Rent payable during the Term reflects Landlord's expenses in operating the Unit, Tenant agrees to pay to Landlord as Rent (or direct payment by Tenant), Tenant's Proportionate Share of the following costs, expenses, and obligations attributable to the Building and its operation ("Building Operating Costs"):

(i) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or its operation, including real property taxes or assessments levied or assessed against the Building

(ii) Any and all costs incurred by Landlord in maintaining and operating the Building including without limitation the following: costs of (A) utilities (gas and electric); (B) supplies; (C) janitorial for common area bathrooms; (D) insurance including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building required by Landlord or its lenders (plus 100% of any insurance premium surcharge resulting directly from the Tenant's Use); cost, expenditures or charges required by any governmental or quasi-governmental authority; (E) costs required by any governmental entity for energy conservation or life safety purposes and (F) common area snow removal and maintenance.

(iii) Tenant's Proportionate Share of Building Operating (CAM) Costs: 100.00%.

C. If any installment due under this Lease is not received by Landlord within five (5) days after the due date, Tenant agrees to pay Landlord a late charge of \$100.00 with an additional \$25.00 for each day thereafter. Acceptance of such late charge shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor will it prevent the Landlord from exercising any other rights and remedies contained in this Lease.

3. Security Deposit

Concurrently with the execution of this Lease, Tenant shall pay to Landlord a "Security Deposit" in the amount of \$3,000.00. Tenant agrees that Security Deposit may be commingled with the general funds of the Landlord and that Landlord shall have no obligation or liability for the payment of interest on the Security Deposit.

The Security Deposit shall be held by Landlord as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

4. Use

A. The Leased Premises shall be used and occupied for the purpose of a restaurant/bar/tavern. The Tenant may, from time to time, allow other short term uses of the space with written consent from the Landlord. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term or any part of the term hereof regulating the use by Tenant of the Leased Premises.

B. Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

C. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, liability, extended coverage or other insurance policy covering the Premises, and shall comply with all requirements, regulations, rules, orders and recommendations of all insurance carriers. Tenant shall, promptly upon demand, reimburse Landlord for any additional insurance premium charged by reason of Tenant's failure to comply with the foregoing.

D. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other occupants of the Building and adjacent tenants of the Landlord or injure or annoy them.

5. Sublease and Assignment

Tenant shall not sublease or assign this contract without written consent from Landlord.

6. Repairs and Maintenance

A. Landlord's Obligations: Landlord, at its sole cost and expense, will maintain the structural integrity of the building (including the roof, walls and foundation; electrical systems; plumbing systems, including hot water heater; and HVAC systems); and be responsible for any maintenance, mitigation or abatement of any hazardous materials that are within or outside of the building of which the Premises are a part. The Tenant will immediately notify the Landlord upon discovery of any hazardous materials and make no alterations to the building upon such discovery unless approved by the Landlord. Any alterations or improvements to the building made by the Tenant, after obtaining the requisite Town of Eagle Building Permits, shall be at the sole expense of the Tenant. The Tenant shall be responsible for all repairs and maintenance, subsequent to the Certificate of Occupancy, to these alterations AND the overall building and grounds. The Tenant specifically agrees that the building has gone through Asbestos abatement and the Tenant has a copy of the completed work, air clearance certificate and approvals from the Town of Eagle and the State of Colorado.

B. Tenant's Obligations: Tenant, at Tenant's sole cost and expense, shall maintain the Premises in good order, repair, and satisfactory condition, including the interior surfaces of the ceilings, walls, and floors, all doors and the interior of all windows. Tenant shall also be responsible for all repairs and alterations with respect to (i) the installation, removal, use or operation of Tenant's property; or (ii) the act, omission, misuse or negligence of Tenant, or its agents, contractors, employees or invitees.

C. Tenant shall comply with all applicable laws, ordinances, rules and regulation of any governmental authority relating to Tenant's maintenance obligations hereunder. This includes snow removal on the sidewalk outside the Tenant's front and back doors and patios.

D. Except as expressly provided in this Lease, Landlord shall have no liability to Tenant, nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making of repairs or changes which Landlord is required or permitted to make under this lease, or required to make by law to any portion of the Building or Premises. Nevertheless, Landlord shall use all reasonable efforts to minimize any interference with Tenant's business in the Premises. Except in the case of emergency, Landlord shall give Tenant a 24 hour prior notice before entering the Premises to make any such repairs or changes.

E. Tenant shall give Landlord prompt notice of any damage to, or defective condition in any part of the Premises or Building, including structural, mechanical, electrical, plumbing or other systems serving or located in the Premises, the Building, or passing through the Premises.

7. Alterations and Improvements

Tenant shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of the Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvement upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. Landlord's consent may also be conditioned on Tenant leaving any such additions, alterations or improvement upon the expiration of the Term of the Lease. Any costs to restore the Premises to the same condition as on the date Tenant took possession or any such additions, alterations or improvement made by Tenant shall be at the sole cost of Tenant.

8. Insurance Requirements

During the term of this lease, both the Landlord and the Tenant will maintain general commercial liability insurance, for an amount of not less than \$1,000,000 coverage for their respective activities and responsibilities at the Premises, and Tenant will name

Landlord as an additional insured under its policy. Tenant will be responsible for insuring Tenant's personal property and equipment. Tenant will maintain in effect during the term of this Lease fire, casualty, and property damage insurance covering the Premises for the benefit of and naming the Landlord as an additional insured or loss payee for the replacement cost of the building. The valuation of replacement cost shall be reviewed annually and at the completion of any permitted alterations to the building. Each party shall provide the other with a certificate of insurance annually. Failure to provide proof of insurance coverage aforementioned for the duration of this Lease will be considered a default under this Lease. Tenant agrees to reimburse Landlord for the cost of any premiums incurred for liability coverage and casualty coverage if obtained under a separate policy.

9. Utilities

See paragraph 2(B)

10. Signs

With Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations agreed upon by Landlord, any signs which are permitted by applicable Town of Eagle zoning ordinances. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking

Tenant acknowledges that there are limited off-street parking spaces included with this Lease. All parking shall be confined to the property boundaries and a proposed parking plan shall be provided to Landlord upon execution of this Lease. The Landlord shall not unreasonably deny the parking plan as long as it complies with local ordinances and non-interference with adjacent properties/parking spaces owned by Landlord.

13. Tenant's Indemnification of Landlord

To the extent permitted by law, Tenant agrees to hold harmless and indemnify Landlord from any and all liability, loss or damage, including reasonable cost of defense that Landlord may suffer as a result of claims, demands, actions, or damages to any and all persons or property, cost, or judgements against Landlord caused by the acts, omissions, or negligence of Tenant, its officers, students, agents invitees or employees during the term of this Lease.

14. Damage or Destruction to the Premises

A. In the event of damage or destruction to the Premises, the Landlord or the Tenant shall be allowed to cancel the Lease if the Landlord cannot restore the Premises within ninety (90) days. If the Landlord can restore the Premises within said ninety (90) days,

the Landlord shall commence to do so diligently. Landlord shall notify Tenant in writing within fifteen (15) days of said damage or destruction of its ability to restore the Premises within ninety (90) days or not. If restoration is not completely restored within ninety (90) days, or cannot be restored within ninety (90) days, Tenant shall have the immediate right to cancel the Lease effective from the date of occurrence of said damage or destruction, and Tenant shall have no further liability to Landlord. Rent payable hereunder for the period during which such damage, repairs or restoration continues shall be abated.

B. If Tenant or Tenant's clients, friends, acquaintances or family members cause any damage to the premises or common areas of the subject property, the damage will be the sole responsibility of Tenant and all costs for repairs, maintenance or cleaning will fall on the Tenant's responsibility to reimburse the Landlord with a minimum charge of \$100 per occurrence. This includes but is not limited to the bathrooms, the walls, doors, offices and glass of the unit and the building, the common area and the exterior of the building.

15. Default and Notice

Tenant agrees to observe and perform the conditions and agreements herein set forth to be observed and performed by the Tenant, and further agrees that if default be made by Tenant in the payment of rent, or any part thereof, or if Tenant shall fail to observe or perform any of the conditions or agreements and such default shall continue for a period of thirty (30) days after Tenant receives written notice thereof from Landlord, then and in that event it shall be lawful for the Landlord at its election to terminate this Lease Agreement and to re-enter and repossess itself of said Premises.

Landlord agrees to observe and perform the conditions and agreements herein set forth to be observed and performed by the Landlord, and further agrees that if Landlord shall

fail to observe or perform any of the conditions or agreements and such default shall continue for a period of thirty (30) days after Landlord receives written notice thereof from Tenant, then and in that event Tenant, in its sole discretion, may terminate this Lease and be relieved of all further obligations hereunder.

16. Quiet Possession

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Condition of Premises

Tenant's possession of the Premises shall be deemed conclusive evidence that the Premises are in good order and satisfactory condition as of the date of possession under this Lease. No promise of Landlord to alter, remodel, repair, or improve the Premises has been made to Tenant other than as specifically set forth herein.

Tenant hereby accepts the Premises in its present condition as of the commencement date (or the date Tenant takes possession, which ever comes first) subject to all applicable zoning, municipal, county and state laws, regulations and ordinances governing and regulating the use of the Premises, and any easements, covenants or restrictions of record and accepts this Lease subject thereto. Tenant acknowledges that it has satisfied itself that the Premises is suitable for its intended use and that Landlord has not made any representation or warranty as to the present or future suitability of the Premises.

19. Surrender of Premises

Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date in the same condition as when Tenant took possession, except for reasonable wear and tear. Tenant shall remove Tenant's Property from the Premises on or before the Expiration Date and promptly repair any damage to the Premises caused by such removal. On the

Expiration Date Tenant shall deliver the keys to the Premises to the Landlord.

If Tenant abandons or surrenders the Premises prior to the Expiration Date, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned and, at Landlord's option, title thereto shall pass to Landlord as if by bill of sale from Tenant to Landlord. If Landlord elects to remove all or part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises caused by such removal shall be paid by Tenant.

20. Brokerage Fees

Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except None. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and attorney's fees) for any compensation, commission or fees claimed by any other real estate broker on behalf of or because of a relationship with Tenant (not Landlord) in connection with this Lease or its negotiation by reason of any act of Tenant.

21. Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord:

Butters Investments, LLC
1177 Colorado River Road
Gypsum, CO 81637-9656

Tenant:

Your Father's Office, LLC
DBA: Second Street
Brian J. Kunkel
P.O.Box 1562
Eagle, CO 81631

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

22. Waiver

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Headings

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

24. Successors

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

25. Consent

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

26. Compliance with Law

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

27. Final Agreement

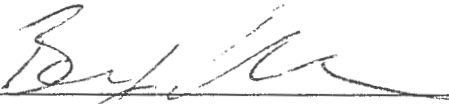
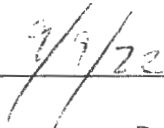
This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

28. Governing Law

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

By,

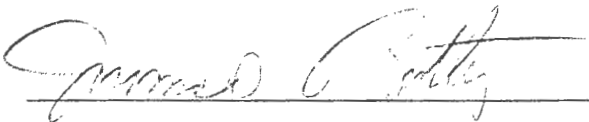
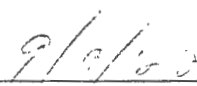
 

Your Father's Office, LLC

Date

Brian J. Kunkel, Manager

By,

Butters Investments LLC,

Date

Jerome D. Butters, Member



Affidavit for Inability to Provide Wholesaler Affidavit of Compliance

According to Colorado Liquor Code Section 44-3-303(1)(d):

"(d) The state or a local licensing authority shall not approve a transfer of ownership under this subsection (1) until the applicant files with the local licensing authority confirmation from each wholesaler licensed under this article that has sold alcohol beverages to the transferor that the wholesaler has been paid in full for all alcohol beverages delivered to the transferor."

I, BRIAN KUNKEL, agent of Your Father's Office LLC have made reasonable inquiries with the previous owner to obtain information on their wholesaler accounts but were unable to do so because of extenuating circumstances.

Those extenuating circumstances are:

Since Eagle LLC never open its doors, no beverage were
ever sold.

To the best of my knowledge there are no outstanding debts with any previous wholesalers. No alcohol or outstanding debts were transferred.

Brian Kunkel

Printed Name of Transferor/Applicant

Brian Kunkel

Signature of Transferor/Applicant

State of Colorado)

) SS

(Seal)

County of Eagle)

Subscribed and sworn to before me on this 23 day of 09 2022.

My commission expires: 02/04/2026
20/04/2026

Miriam Gonzalez
Notary Public





AFFIDAVIT OF TRANSFER

Pursuant to the requirements of 44-3-303 the undersigned Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its Agent(s), or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 23 day of Sept, 2022.

SELLER: Gary Elzweig BUYER: Brian Kunkel

*(Current Licensee, License number)

Trade Name: Vine of Eagle LLC
803-16629

(Applicant Name - listed on #2 of DR forms)

Trade Name: Your Father's Office LLC

Sign: [Signature]

Sign: [Signature]

Print: Gary H. Elzweig

Print: BRIAN KUNKEL

Title: _____

Title: OWNER/MANAGER

State of Colorado
County of Eagle

Subscribed and sworn to before me this 23 day of September, 2022

by: Brian Kunkel and Gary Elzweig

Notary Public: [Signature]

My Commission Expires: 6/21/25 Seal:



Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Yor Fathers office LLC		Home Phone Number 970-971-1288	Cellular Number 970-971-1288	
2. Your Full Name (last, first, middle) Kunkel, BRIAN, James		3. List any other names you have used		
4. Mailing address (if different from residence) P.O. BOX 1562, Eagle, CO 81631		Email Address BKUNKEL26@gmail.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
To				
Current 711 Meadow Ct		Gypsum, CO 81634		11/4/21
Previous 491 Washington Street		Eagle CO 81631		10/1/19 11/4/21
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)	Position Held	From
To				
E-TOWN		295 Main St, Edwards, CO 81632	Manager/Barber	6/20 present
Bonfire Brewing		127th W 2nd Street, Eagle, CO 81631	Taproom Manager	10/2015 6/2020
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
N/A				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) ☒ Yes ☐ No				
Yes, in Vine of Eagle LLC. But we decide not to open and we are planning to disolve the LLC.				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) ☐ Yes ☒ No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) ☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) ☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) ☐ Yes ☒ No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth 1/22/81	b. Social Security Number [REDACTED]	c. Place of Birth Soda Springs, IDAHO	d. U.S. Citizen ☒ Yes ☐ No
e. If Naturalized, state where		f. When	g. Name of District Court
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height 5'6"	m. Weight [REDACTED]	n. Hair Color Grey	o. Eye Color Blue
p. Gender Male	q. Do you have a current Driver's License? If so, give number and state. ☒ Yes ☐ No # [REDACTED] State CO		

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ [REDACTED]

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 55,000

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Equipment - Colors			[REDACTED]
Cash	Alpine Checking	Alpine	[REDACTED]
Design Work			[REDACTED]

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature [Signature]	Print Signature Brian Kunkel	Title Manager/owner	Date 10/13
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Residence CONT

559	Nelson Gulch Drive	Eagle, CO 81631	10/1/18	10/1/19
55	Christian Court	Eagle, CO 81631	10/1/17	10/1/18
22	Christian Court	Eagle, CO 81631	9/1/16	9/1/17
559	Nelson Gulch Drive	Eagle, CO 81631	9/1/14	9/1/16

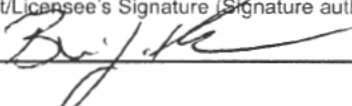
Tax Check Authorization, Waiver, and Request to Release Information

I, Brian Kunkel am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Yorl Father's Office LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

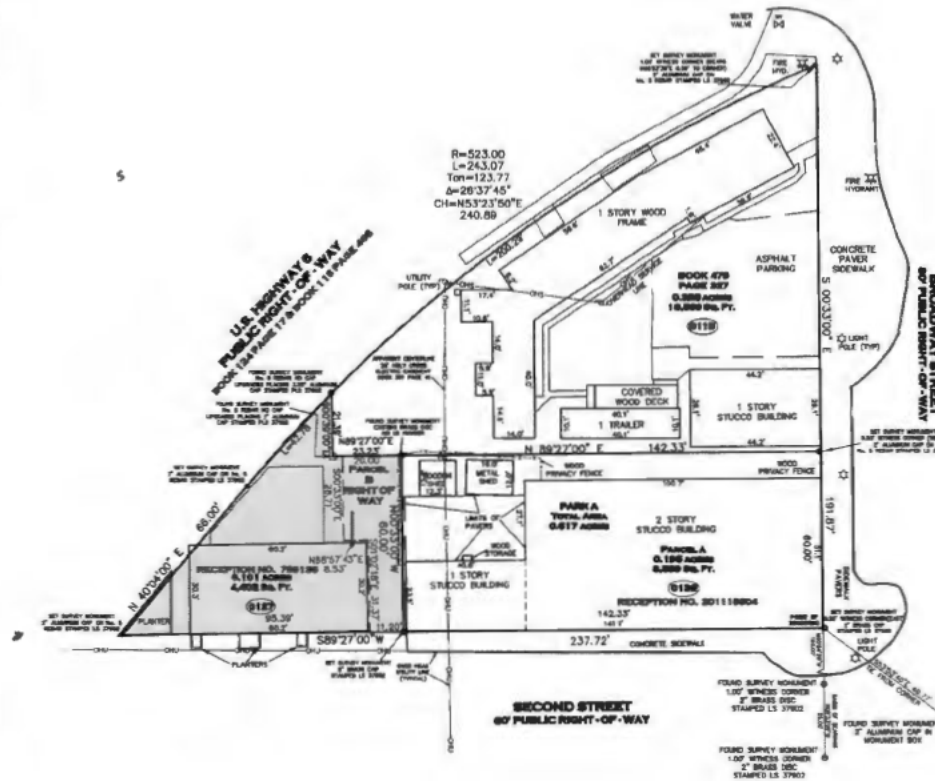
By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Brian Kunkel / Yorl Father's Office LLC</u>		Social Security Number/Tax Identification Number 	
Address <u>127th W 2nd Street</u>			
City <u>Eagle</u>		State <u>CO</u>	Zip <u>81631</u>
Home Phone Number <u>970-971-1288</u>		Business/Work Phone Number <u>970-971-1288</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Brian Kunkel</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>10/13/2021</u>
Privacy Act Statement Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).			

IMPROVEMENT SURVEY PLAT PARK A PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 84 WEST, OF THE 6TH P.M. TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

SURVEYOR'S NOTES

- 1) Survey Date: Improvement May 2012, Boundary Monumentation January 2013.
- 2) Bids of Bearing: N 09°08'00" W between found 1" witness corner survey monuments marking the easterly boundary of Lot 5, Block 25, as shown and described herein.
- 3) Record Legal description and Easements shown herein are based on the title commitment order No. VC30031509 provided by Land Title Companies Company and dated July 25, 2013, Quit Claims Deed dated May 29, 1991 recorded as Reception No. 491024, the Town of Eagle Map dated 1903, all as recorded in the Eagle County Clerk and Recorder's Office and survey monuments found, as shown and described herein.
- 4) This parcel is subject to a Holy Cross Electric Easement as defined in instrument recorded in Book 361 at Page 43, as noted under Reception, No. 10 of above referenced Title Commitment.
- 5) Postal Address: 139 Broadway.
- 6) This Improvement Survey Plat was prepared for the exclusive use of James Butters, and is valid only if print has original and seal signatures of surveyor.
- 7) Lead Units of the U.S. Survey Foot was used herein.



SURVEYED LEGAL DESCRIPTION

A parcel of Land in the Town of Eagle, Colorado bounded on the East by right of way for Broadway, South by Second Street, and on the West and North by U.S. Highway 6, also known as Block A, Town of Eagle, Colorado, more particularly described as follows:

Beginning at the southeast corner of said "Park A", being the point of intersection of the westerly boundary of said Broadway and the northerly boundary of said Second Street, in the Town of Eagle, from which a survey monument in the monument box at the intersection of said second and Broadway bears S89°29'07"E, 69.77 feet; thence upon said northerly boundary of Second Street S89°29'07"W, 237.72 feet to the southeastern right of way line of said U.S. Highway 6; thence S89.07 feet upon said southeastern line of Highway 6 on a curve to the right having a radius of 523.00 feet, a central angle of 30°07'49" and a chord which bears N89°29'07"E, 340.80 feet to said western boundary of Broadway; thence departing said right of way line and upon said western boundary of Broadway S 09°29'07"E, 191.87 feet to the Point of Beginning. Containing 0.857 acres more or less.

SURVEYOR'S CERTIFICATE

I, Theodore J. Archibeque a Licensed Professional Land Surveyor in the State of Colorado, hereby certify that this Improvement Survey Plat was done by me or under my responsible charge, and that it is based upon my knowledge, information and belief, and furthermore, was performed in the standard care and practice used in the area of the time of the survey. This certification is not a guarantee or warranty, either expressed or implied and the Notes herein are a part of this certification.

Theodore J. Archibeque, PLS 37902
Professional Land Surveyor
State of Colorado

Revised: 01-27-2015 MSS Monument Labels

IMPROVEMENT SURVEY PLAT PARK A			
PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 84 WEST, OF THE 6TH P.M. TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO			
DATE: MSS	JOB NUMBER: 11135	DRAWING NUMBER: 11135-ISP_2.dwg	
SHEET 1 OF 1	DATE: 05-29-12	DRAWN BY: TJA	

COUNTY SURVEYOR'S CERTIFICATE

Deposited this ____ day of _____, 20____, at _____, in the Book _____ of the Eagle County Surveyor's Land Survey Plat/Right-of-Way Records at Page _____, Reception Number _____.

County Surveyor

Archibeque Land Consulting, Ltd
- Professional Land Surveying & Mapping -
138 Broadway - P.O. Box 3903
Eagle, Colorado 81621
970.328.6630 Office 970.328.6623 Fax
info@archibeque-survey.com

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered 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 herein.

**Limited Liability Company Agreement of
Your Father's Office LLC
A Single Member Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") of Your Father's Office LLC, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Member").

I. Formation.

- A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Your Father's Office LLC, a Member-managed Colorado single member limited liability company (the "Company") formed under and pursuant to Colorado law.
- B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Colorado law absent such a provision, this Agreement, to the extent permitted under Colorado law, shall control.
- C. Primary Business Address. The location of the primary place of business of the Company is:

127th W 2nd Street, Eagle, Colorado 81631, or such other location as shall be selected from time to time by the Member.
- D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Brian Kunkel. The Agent's registered office is 711 Meadow Ct, Gypsum, Colorado 81637. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Colorado Secretary of State.
- E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

- A. Purpose. The Company is created for the following business purpose:

Your Father's office will provide spirits, food and entertainment
- B. Powers. The Company shall have all of the powers of a limited liability company set forth under Colorado law.
- C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Colorado. The Company will operate until terminated as outlined in this Agreement unless:
 - 1. The Member votes to dissolve the Company;
 - 2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Colorado law;
 - 3. It becomes unlawful for either the Member or the Company to continue in business;

4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Colorado law.

III. Member.

- A. The Member. The sole member of Your Father's Office LLC at the time of adoption of this Agreement is Brian Kunkel (the "Member").
- B. Initial Contribution. The Member shall make an Initial Contribution to the Company. The Initial Contributions shall be as described in Attachment A, Initial Contributions of the Member.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

- C. Limited Liability of the Member. Except as otherwise provided for in this Agreement or otherwise required by Colorado law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution. The Member shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member, if any other Member exists, except as is expressly provided for by this Agreement.
- D. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only with the prior written consent of all Members.
 1. *Entire transfer*. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
 2. *Partial transfer*. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.
 3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.
- E. Member Voting.
 1. *Voting power*. In the event that the Company has multiple Members simultaneously, the Company's Members shall each have voting power equal to its share of Membership Interest in the Company.
- F. Member's Duties. The Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Member and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Member or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Member, and, with respect to all business transactions entered into by the Company with the Member, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Allocate fairly and reasonably any overhead for shared office space;
9. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
10. Correct any known misunderstanding regarding its separate identity;
11. Maintain adequate capital in light of its contemplated business purposes;
12. Cause the Member to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Colorado limited liability company formalities;
13. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
14. Not require any obligations or securities of the Member; and
15. Observe all other limited liability formalities.

Failure of the Member to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Member.

G. Fiduciary Duties of the Members

1. *Loyalty and Care.* Except to the extent otherwise provided herein, the Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Colorado.

2. *Competition with the Company.* The Member shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company. The Member shall refrain from competing with the Company in the conduct of the Company's business.
3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to any future Members. The Member shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company, but shall owe no such duties to Officers and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.
4. *Reliance on Reports.* In discharging the Member's duties, the Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 - i. One or more other Members, in the event that the Company has multiple Members or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
 - ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
 - iii. In the event that the Company has multiple Members, a committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

IV. Accounting and Distributions.

- A. Fiscal Year. The Company's fiscal year shall end on the last day of December.
- B. Distributions. Distributions shall be issued on a quarterly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

- A. Tax Designation. The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Member may elect for the Company to be treated as a C-Corporation or a S-Corporation at any time.

VI. Dissolution.

- A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease

to be a Member of the Company.

- B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Member, or in the event of multiple Members, one or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
- C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.
- D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for under this Agreement and (ii) the Company's registration with the state of Colorado shall have been canceled in the manner required by Colorado law.
- E. Accounting. Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member, if any other such Member exists.
- G. Notice to Colorado Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Colorado and any other appropriate state or federal authorities or agencies as may be required by law.

VII. Exculpation and Indemnification.

- A. No Member, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.
- B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to

indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

- C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.
- D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.
- E. The foregoing provisions of this Article VII shall survive any termination of this Agreement.

VIII. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VII or under applicable law.

IX. General Provisions.

- A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

- D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Colorado (without regard to conflicts of law principles thereof).
- G. Application of Colorado Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Colorado law.
- H. Amendment. This Agreement may be amended only by written consent of the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Colorado law.
- I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Member has executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of October 01, 2022.

By: 
Brian Kunkel

Date: 10/11/2022

ATTACHMENT A
Initial Contributions of the Member

The Initial Contributions of the Member of Your Father's Office LLC are as follows:

Brian Kunkel

Contribution:

Cash: [REDACTED]

Bar Equipment valued at [REDACTED]

Design Work valued at \$ [REDACTED]

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Your Father's Office LLC

is a

Limited Liability Company

formed or registered on 09/07/2022 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20221876647 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/10/2022 that have been posted, and by documents delivered to this office electronically through 10/14/2022 @ 09:12:10 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/14/2022 @ 09:12:10 in accordance with applicable law. This certificate is assigned Confirmation Number 14387354 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



Colorado Secretary of State

Colorado Secretary of State

ID#: 20221876647

Document #: 20221876647

Filed on: 09/07/2022 06:52:31 PM

Paid: \$1.00

Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Your Father's Office LLC

The principal office street address is 127th West 2nd Street
Eagle CO 81631
US

The principal office mailing address is PO Box 1562
Eagle CO 81631-1562
US

The name of the registered agent is Your Father's Office LLC

The registered agent's street address is 127th West 2nd Street
Eagle CO 81631
US

The registered agent's mailing address is PO Box 1562
Eagle CO 81631-1562
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

Brian James Kunkel
711 Meadow Ct
Gypsum CO 81637-5367
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if

applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Brian James Kunkel
711 Meadow Ct
Gypsum CO 81637-5367
US



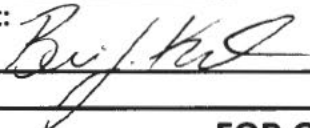
TEMPORARY LIQUOR PERMIT APPLICATION FOR TRANSFER OF OWNERSHIP
PLEASE PRINT LEGIBLY AND USE BLACK INK

Name of Applicant: (Corporation, Limited Liability Company, Individual, Partnership)	Yours Father's office LLC
Trade Name of Establishment (DBA):	Second Street
Address of Establishment:	127 W 2nd Street

Type of Liquor/Beer License:	Tavern
Current Licensee:	Vine of Eagle LLC
Current Trade Name:	Vine of Eagle

The following conditions need to be met in order for the Temporary Permit to be processed:

- The establishment currently has State and Local Liquor/Beer Licenses, and such licenses were valid at the time the Transfer of Ownership Application was filed.
- The applicant has filed all Transfer of Ownership information as required by State and Local Licensing Authorities with the Town Clerk's office.
- The applicant submitted the Temporary Permit Application within 30 days of filing the Transfer of Ownership Application.
- The applicant submitted the \$100.00 Temporary Permit fee to the Town of Eagle.
- The applicant acknowledges the responsibility of having knowledge of the pertinent Colorado State Statutes and Regulations as set forth in Title 12, Articles 46 and 47, C.R.S., as amended.
- The applicant understands that this permit, if granted, shall be valid for 120 days or until the Transfer of Ownership has been granted, and the State and Local Liquor or Fermented Malt Beverage Licenses have been issued, or the application has been denied, whichever comes first.
- If the license has not been granted within this time period, it is the responsibility of the applicant to apply for an extension of the temporary permit.

Signature of Applicant: 	Date Signed: 10/11/22
---	---------------------------------

FOR OFFICE USE ONLY

Date of Transfer Application accepted: October 27, 2022	Date Temporary Permit Application submitted: October 11, 2022
---	---



THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

TOWN OF EAGLE

**TOWN CLERK'S OFFICE
200 BROADWAY
EAGLE, COLORADO 81631**

TEMPORARY

ALCOHOL BEVERAGE PERMIT

**NAME AND ADDRESS
YOUR FATHER'S OFFICE LLC
DBA SECOND STREET
127 W SECOND STREET, EAGLE CO**

This license is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47, of Title 12, Colorado Revised Statutes, as amended and the Ordinances of the Town of Eagle, insofar as the same may be applicable

**Fee
\$100.00**

**Type of Permit
TAVERN**

**License effective:
OCTOBER 27, 2022
JANUARY 25, 2023**

Jenny Rakow
TOWN CLERK

PUBLIC NOTICE
TOWN OF EAGLE
APPLICATION – TRANSFER OF OWNERSHIP

Notice is hereby given that the Town Council, acting as the Local Liquor Licensing Authority, shall hold a public hearing on the application of **YOUR FATHER'S OFFICE LLC DBA SECOND STREET** dated October 27, 2022, requesting a Transfer of Ownership of a Tavern License, located at 127 W Second Street, Eagle, Colorado 81631. Said hearing will be held on Tuesday, December 13, 2022, at 6:00 p.m. during a Town Council meeting held at the Eagle Town Hall, 200 Broadway. All persons interested in the aforementioned application may appear before the Town Council and present testimony or may submit written correspondence to the Eagle Town Clerk, at clerk@townofeagle.org or PO Box 609 Eagle CO 81631.

By: **Jenny Rakow**
Town Clerk

Published: November 24, 2022 Eagle Valley Enterprise



BEFORE THE TOWN OF EAGLE LIQUOR LICENSING AUTHORITY

200 BROADWAY
PO BOX 609
EAGLE CO 81631

FINDINGS AND ORDER APPROVING TRANSFER OF OWNERSHIP

IN THE MATTER OF

Transfer of Ownership

Your Father's Office LLC DBA Second Street

Address: 127 W Second Street, Eagle CO 81631

Having considered the application of Brian Kunkel owner of Your Father's Office LLC dba Second Street for a Transfer of Ownership, and all attachments submitted therewith (the "Application"), having held a public hearing on the Application on December 13, 2022, following due and proper notice, all in accordance with the Colorado Liquor Code, 44-3-101 et seq., C.R.S., and having considered all relevant and competent evidence admitted at the said public hearing, the Local Licensing Authority FINDS AS FOLLOWS:

1. There has not been a denial of an application at the same location by either the State or Local Licensing Authority within two (2) years preceding the date of the application.
2. The Applicant has submitted evidence that they are entitled to possession of the premises where the license is proposed to be exercised.
3. The premises where the Applicant proposes to sell alcohol is not in violation of the 500-foot limitation from any public or parochial school or the principal campus of any college, university or seminary.
4. The premises are properly zoned for the activity which will occur therein. Approval has or will be provided by the Building Official and Planning Department prior to issuance of State and Local Licenses.
5. The location has been previously decided by a preponderance of evidence that the reasonable requirements of the neighborhood and the desires of the adult inhabitants of the neighborhood are not currently being met by existing outlets.
6. No undue concentration has been determined with the current class of license and does not require additional law enforcement resources as presented.

BASED UPON THE FOREGOING, THE LOCAL LICENSING AUTHORITY HEREBY ORDERS that the application of Brian Kunkel owner of Your Father's Office LLC DBA Second Street for a Transfer of Ownership is hereby GRANTED.

DATED this 13th day of December 2022

LOCAL LIQUOR LICENSING AUTHORITY
TOWN OF EAGLE

Scott Turnipseed, Chair

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Jessica Lake, Planner, Community Development Department

Date: December 13, 2022

Agenda Item: DR22-06 A Major Development Permit Application to Renovate the Existing Haymeadow Cabin and Grade and Landscape the Surrounding Area for an Outdoor Events Venue

REQUEST:

The applicant is requesting a continuance for file #DR22-06 a Major Development Permit application to renovate the existing Haymeadow Cabin and Grade and Landscape the Surrounding Area for an Outdoor Events Venue.

INTRODUCTION:

In September of this year, Haymeadow submitted an application for a Major Development Permit to renovate the Cabin and surrounding grounds to create an events venue as approved by Council in the 1st Amendment to the PUD Guide. This application was scheduled to be heard by the Planning and Zoning Commission on November 15th. After discussions between the applicant and staff on November 10th and November 14th, the applicant requested to table this application.

The applicant sent an email to staff on November 14th explaining this decision. The email is attached to this staff memo.

ANALYSIS:

N/A.

COMMUNITY INPUT:

Staff did not receive any public comment on this application between when notice was sent out and November 14th when the applicant requested to pause the application.

BUDGET / STAFF IMPACT:

This request does not impact the budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

N/A.

RECOMMENDED ACTION OR PROPOSED MOTION:

Move to **table** file #DR22-06 A Major Development Permit Application to Renovate the Existing Haymeadow Cabin and Grade and Landscape the Surrounding Area for an Outdoor Events Venue.

ATTACHMENTS:

- Email from Michael Hood dated November 14, 2022

From: [michael hood](#)
To: [Jessica Lake](#); [Chad Phillips](#)
Subject: Haymeadow Cabin DR22-06
Date: Monday, November 14, 2022 1:31:30 PM

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

Jessica,

Our team would like to reschedule/pause the cabin major development permit meeting for P&Z. Based on feedback recently received from the building department we are evaluating the impacts due to change of occupancy type on the cabin. We also just received the cost estimate on the project from our civil contractor and there may be significant changes to the cabin and site planning that would alter what is in front of the commission.

We apologize for the late notice, but do not want to waste committee members time for a permit application that we know is going to have major changes associated with it.

--

Thanks,
Michael Hood
(970) 331-4492





To: Mayor and Town Council

From: Molly Furtado, Special Events Manager

Date: 12/13/22

Agenda Item: 2023 MEAC Funding Requests Proposed Allocations

REQUEST:

Staff requests the Town Council review the 2023 Marketing and Events Advisory Committee (MEAC) event funding requests and allocations presented by MEAC for approval.

INTRODUCTION:

Starting in August of 2022, the Marketing and Events Advisory Committee has solicited and received requests for the funding of special events in the Town of Eagle for 2023. The MEAC committee has reviewed all requests and heard in-person presentations by producers requesting more than \$5,000. MEAC members then discussed and scored these requests in alignment with MEAC's mission and objectives. What is being presented tonight is the conclusion of their reviews and suggestions for allocating the 2023 MEAC events funding budget.

ANALYSIS:

In reviewing all requests for event programming, MEAC members followed the original intent of this program and created a plan to best accomplish its goals.

COMMUNITY INPUT:

All reviews of funding requests were discussed at a special session MEAC meetings. Input was given by the event producers requesting funding in proposal form. Producers requesting more than \$5,000 were asked to present their request to the MEAC committee in-person.

BUDGET / STAFF IMPACT:

The MEAC Special Event Funding (\$65,000) was combined with the Community Funding (\$30,000) for a total budget of \$95,000 for 2023 Event Funding. Breakout of the allocations of the is in the attached documents.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The implementation of the 2023 MEAC funding program aligns well with the Town of Eagle Strategic plan. These events will help us attract visitors to our community who will participate in the events or come to be a part of the audience. It will support and stimulate economic development by serving as seed money to drive revenue from visitors and participants of events. And many of these events help us to build and reinforce the active and outgoing culture of our town.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** the 2023 MEAC Special Event funding proposed allocations.

ATTACHMENTS:

- 2023 MEAC Event Funding Proposed Allocations

2023 MEAC Event Funding					
Event	Requesting Party	2022 Request	2022 Awarded	2023 Request	MEAC 2023 Recommendation
MEAC EVENTS					
Eagle Mushroom & Wild Food Festival (changed date from first weekend in AUG. Now same as new dates of Block Party	Eagle Mushroom & Wild Food Festival, Mary Ann Morrison	4,500	4,500	5,500	3,000
Christmas on Broadway Parade (per the direction of Council, this will be a 2023 town-produced event)	Downtown Business Alliance, Kat Conner	5,000	1,500	6,500	-
The Block Party - NEW DATES in AUG	Rocky Mountain Ramble dba Optimum Events, Ted Wenninger	20,000	15,000	20,000	17,500
Cindy Eskwith Memorial Vail Cup Soccer Tournament	Vail Valley Soccer Club, Lisa Reeder	7,500	1,000	4,000	1,000
Triple Crown World Series	Triple Crown Sports, Roland Roland Rivera	20,000	1,000	5,000	1,000
FLIGHT DAYS FUN RUN (cancelled application 11/15)	EAGLE LIONS CLUB, PAUL STEINFORT	-	-	1,300	-
Mountain Rats Festival	Mountain Rats Festival, Clark Gundlach	5,000	1,000	10,000	5,000
Eagle Farmers Market & Art Show	Ren Event Productions , Angela Mueller	2,000	2,000	3,500	3,000
Murder on Broadway	EagleARTS, Jennifer Filipowski	5,000	1,500	5,000	2,000
2022 LG Tri Sprint Triathlon (Duathlon)	Vail Valley Charitable Fund, Brooke Skjonsby	1,000	500	1,000	500
Race #2 Haymaker Classic	Colorado High School Cycling League, Kate Rau	7,500	5,000	15,000	5,000
Race #4 Haymaker Classic	Colorado High School Cycling League, Kate Rau	7,500	5,000	15,000	5,000
2nd Friday ARTwalk	EagleARTS, Jennifer Filipowski	15,000	10,000	22,000	11,000
ASCLHigh School Regional Championships and Local Qualifying Competition	Eagle Climbing + Fitness, Larry Moore	6,000	6,000	6,000	6,000
Music and a Movie (2 Thursdays in June)	Kaleidoscope Productions, Stephen Ridgway	15,000	5,000	10,000	5,000
2023 Rocky Mountain Walk to End Alzheimer's	Alzheimer's Association, Melanie Thibodeau	1,000	1,000	1,000	500
Dynafit Boneyard Boogie	Vail Recreation District, Stacey Todd	1,000	500	750	500
Haymaker Jam (exact name to be determined / updated to be culturally relevant) (CONFIRM DATE)	The Cycle Effect , Sophia Gianfrancisco	-	-	5,000	5,000
VRD Mountain Bike Race Series	Vail Recreation District, Beth Pappas	-	-	1,000	500
Colorado High School Cycling League Annual Coach Summit	Colorado High School Cycling League	2,000	-		
Eagle Farm to Table	Ren Event Productions	3,000	-		
Eagle Yoga & Art Festival	Yoga Off Broadway, Yvonne DeGorter	7,500	3,000		
Revolution Enduro Mountain Bike Race	Revolution Enduro	2,500	500		
Spring LAX Jam & Fall LAX Jam	Vail Valley Lacrosse Club	3,000	1,000		
USA Climbing Qualifying Event	Eagle Climbing + Fitness, Larry Moore	4,000	-		
COMMUNITY EVENTS					
23rd Annual Community Pride Highway Cleanup and 29th Annual Eagle River Cleanup	Eagle River Watershed Council, Melanie Smith	\$ 1,000	\$ 905	\$ 2,000	1,000
ShowDown Town (would like to see discount for vendors)	Vali Valley Foundation, Peggy Wolfe	15,000	15,000	17,500	15,000
2nd Annual Quilt & Fiber Fair	Motley Fabric, Danise Cardona	3,000	599	1,500	-
Eagle Ranch Pumpkin Patch (increase rental in 2023)	Cub Scout Pack 229, Molly Hill	600	526	700	700
Yoga in The Park (move to programming in 2023)	Yoga Off Broadway, Yvonne DeGorter	5,000	1,785	3,501	1,000
Little League Opening Day	Mountain Recreation, Lizzy Owens	5,000	978	2,500	1,500
Eagle County Fair and Rodeo	Eagle County Fair and Rodeo, Tanya Dahlseid	1,000	1,726	2,000	1,000
Eagle Easter Egg Hunt (call it "eagle egg hunt")	Eagle Vineyard Church, Lee Adkins	500	500	800	500
Dinner Theatre Production	Porchlight Players, Ltd.	1,000	1,075	2,000	1,400
Eagle Ranch Pumpkin Patch	Eagle Community Gardens, Valerie Gross	-	-	400	400
Family Food Festival (use towards marketing)				2,500	1,000
The Rummage Sales of Eagle County	United Way of Eagle River Valley	4,000	293		
Event Series on Broadway	Downtown Business Alliance	10,500	2,665		
Our Community Table	Downtown Business Alliance	3,000	3,423		
Colorado High School Rodeo Aug. 19-21, 2022	Rocky Mountain Shooters	5,000	856		
New Year's Eve 2022 Fireworks	Town of Eagle	10,000	-		
	Totals	\$ 209,600	\$ 95,331	\$ 172,951	\$ 95,000

TOTAL MEAC EVENTS	\$ 145,000	\$ 65,000	\$ 137,550	\$ 71,500
TOTAL COMMUNITY EVENTS	64,600	30,331	35,401	23,500
TOTAL EVENTS	\$ 209,600	\$ 95,331	\$ 172,951	\$ 95,000

**RESOLUTION REQUESTING THE TOWN OF EAGLE DENY AN EVENT PERMIT
FOR BLOCK PARTY ON AUGUST 11-13 IN DOWNTOWN EAGLE**

WHEREAS due to fence blockades blocking access to businesses, noise levels, and equipment placement, owners and operators with storefronts located along and off Broadway see a reduction of anywhere between 50-100% of normal revenue during the 4 days of Block Party;

WHEREAS many businesses find it necessary to close during the dates of Block Party resulting in the complete elimination of sales revenue, sales tax revenue, and payment of salaries to employees affecting the livelihood of local citizens;

WHEREAS Block Party event promoters announced a change of date and started selling tickets on December 6, 2022 without applying for or securing any permits;

WHEREAS the dates of August 11-13 conflict with 2nd Friday ARTwalk, consistently one of the highest days of the month in revenue generation for many downtown businesses;

WHEREAS Block Party organizers do not sufficiently monitor the sobriety of event attendees resulting in unacceptable drunk and disorderly conduct, as well as public safety and liability issues for the Town of Eagle and business owners;

WHEREAS August temperatures are much hotter than early June and a large number of event attendees come from lower altitudes, potentially resulting in an increased number of public health emergencies;

WHEREAS closing the thruway of 3rd Street blocks emergency vehicles from their fastest travel route for four days, potentially resulting in public safety liability issues for the Town of Eagle;

WHEREAS holding multiple signature events over the same dates puts an unsustainable strain on limited Town of Eagle resources (i.e., public works, public safety, etc);

WHEREAS holding multiple large events over the same dates jeopardizes the success of the events due to competition for a limited number of vendors and attendees;

WHEREAS Block Party does not generate sales tax revenue to sufficiently offset the loss of revenue generated by downtown businesses, and does not work with local businesses to provide services at their event (i.e., catering providers, liquor license partners, etc);

WHEREAS Block Party has outgrown the limitations of downtown Eagle and would be better served in a larger location more suited to hosting a music festival; and

WHEREAS moving Block Party to another location in the vicinity would enable event attendees to explore more of what Eagle has to offer at our downtown shops and restaurants; therefore, be it

RESOLVED, that signers of this resolution, representing business owners in downtown Eagle,

1. urge the Town of Eagle to deny funding requests and permit applications giving Block Party permission to hold the event on Broadway Street and suggest the promoters move their event to another location in the near vicinity with a greater capacity (i.e., Town Park with street closures of 6th, 5th, and Washington, or the Eagle River Center);
2. urge the Town of Eagle to establish policies to deny permits for events that conflict in theme, timing, or proximity to any established, regularly occurring events;
3. urge the Town of Eagle to encourage all event producers to contract with local businesses and non-profits to provide services to attendees, unless such services are not offered by local businesses;
4. urge the Town of Eagle to put contractual requirements in place that ensure Block Party promoters take greater responsibility for monitoring the sobriety of event attendees.

If the Town of Eagle decides to allow Block Party to occur on August 11-13 in downtown Eagle, be it further

Resolved, that signers of this resolution, representing business owners in downtown Eagle

1. demand that all affected businesses be compensated by the event organizer for their loss of revenue; and
2. urge the Town to require that Block Party organizers partner with local liquor license owners to apply for a special event common consumption license, instead of a special event liquor license, thereby eliminating the necessity for excessive fence blockades.

Submitted to the Town of Eagle councilmembers on Tuesday, December 13, 2022

Signed by the following business owners:

Roni Sheldon

Roni Sheldon

Nurture Skin & Beauty LLC

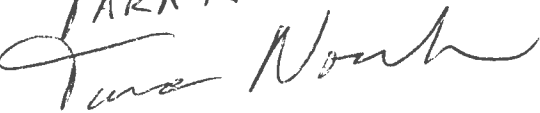
Dagmar Balasova

Brush Creek Saloon



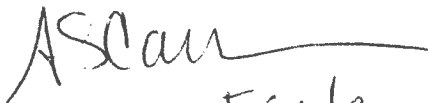
Ryan Murray
Red Canyon Cafe

TARA NOVAK



ARTSPACE workshop + gallery

ADRIENNE S CAVALLEIRO



Ream Eagle

Rachel Smiley

Rachel Smiley

Everyday Outfitters



Keith Carrieri

inner light juice



Scott Schlosser

owns Rep 333,323 + 308 Broadway

Troy Fuller

T. Fuller

Bryan Woods

Bryan Woods

Jenny Rakow

From: Jennifer Filipowski <jennifer@eaglearts.org>
Sent: Friday, December 9, 2022 4:08 PM
To: ALL COUNCIL
Cc: tara@eaglearts.org
Subject: Block Party

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

Hello -

First and foremost we want to state that EagleARTS loves Block Party. It is a fun, signature event that we're proud calls Eagle home. We were blessed to partner with the event this year, which was a great boon to EagleARTS and the few artists who participated.

We were however, taken aback when earlier this week, Block Party announced a change of their regular dates from the first weekend in June to instead be the second weekend in August - and they even started selling tickets. Based on our discussions with MEAC members and town staff, Block Party has not applied for a permit nor did they get approval from Town to make this change. In their presentation to the MEAC board in early November they mentioned a *possible* change in date, but nothing was firm. MEAC member(s) pointed out to Block Party organizers that a change to those dates would conflict with EagleARTS regularly scheduled 2nd Friday ARTwalk on August 11, which is slated to be one of the popular closed street festival events. We have already started marketing all of our 2023 dates and have applied for our permits.

Neither Block Party nor anyone from the Town approached EagleARTS or any other downtown businesses to discuss this change nor the potential conflict with 2nd Friday ARTwalk and how it would effect our artists, vendors, and local businesses.

EagleARTS just celebrated our 4th anniversary of producing 2nd Friday ARTwalk almost every month of the year - an event founded with a mission of bringing visitors to downtown Eagle - with measurable success. Participating businesses claim their revenues increase by 15-20% on 2nd Friday ARTwalk nights compared to average sales on any other night of the month. These businesses have come to count on 2nd Friday ARTwalk to boost their monthly revenue...which, in turn, means increased sales taxes for the Town. In addition, 2nd Friday ARTwalks features local artists who are working to grow their own businesses to support their families. They all also collect and remit appropriate sales taxes, meaning an additional increase in Town revenue. Taking away an entire month of 2nd Friday ARTwalk out of our schedule will also effect our ability to operate 2nd Friday ARTwalks the rest of the year due to a loss of vendor fees and a reduction in value to our sponsors and host businesses.

By contrast, the same downtown businesses, and more, report they experience a 50-100% loss in sales every day of Block Party, including ARTSPaCE, an artist co-op featuring works by local artists operated by EagleARTS. Many businesses, including ARTSPaCE, feel it makes more sense to close for the 4 days of Block Party. This means not only a loss in revenue, but a loss in salaries for our employees. And in 2022, adding insult to injury, the alcohol sales at Block Party went through a non-profit organization so the Town collected nominal sales taxes from that event. Thus, not only did the Town not make much money, if any, from the 2022 Block Party, you also lost a significant amount of regular sales tax revenue that would have been collected by businesses during the same time period.

The audacity of Block Party organizers to change the date and start selling tickets without permission and with an apparent lack of consideration for how it would effect local businesses is unconscionable. A number of business owners

plan to attend the Town Council meeting on Tuesday to express our frustration and to get a conversation started about pursuing possible date and location alternatives so that Block Party can remain in Eagle and be successful for everyone.

Thank you for your consideration,

Jennifer Filipowski, Director

EagleARTS (a 501c3 nonprofit organization)

Producers of 2nd Friday ARTwalk, Murder on Broadway, and ARTSPaCE workshop+gallery

Jenny Rakow

From: Bryan Woods <bryan.k.woods@gmail.com>
Sent: Tuesday, December 13, 2022 4:18 PM
To: ALL COUNCIL
Cc: Molly Furtado; Scott Schlosser; Kat Conner; Troy Fuller; Kim Scavone
Subject: Letter from the DBA

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.

Dear Town Council,

I am writing on behalf of the Downtown Business Alliance. We would like to address a few items that we covered in our meeting last night.

Christmas on Broadway

As you know, the DBA has run Christmas on Broadway for the last two years after taking over for the Chamber. Thank you for your support in making the parade a success. In our meetings with staff over the past year, we mutually agreed that the DBA would continue to run the parade in the future. With this understanding, we applied for MEAC funding as in the past. It was only after tonight's meeting packet was published online that we learned of the Council's plan to take over the parade and thus defund the event. This took us by surprise and to this moment we have not received any direct communication from the town on this topic. We are not necessarily opposed to the town assuming responsibility for the event, but we would like to see enthusiasm and outreach that has so far been lacking.

Our Community Table

This year the DBA assumed responsibility for the Our Community Table event from the Friends of Eagle. We thank you for your support. In the aforementioned meetings with town staff, we agreed to turn over this event to the town. We look forward to seeing this event continue to thrive into the future. The original event planners intended this event to be run annually on the Sunday before school starts. Due to confusion and timing with the event application this year, the event was postponed a week. This was not our wish. We believe the one-time postponement to be a significant contributor to reduced attendance this year as many families had existing school and sports obligations. Our plans were to return the dinner to the traditional date. To our knowledge next year's school calendar has not yet been released, but based on past history, this will likely place the event on Sunday, August 13, 2023. We strongly recommend the town follow this precedent. In addition to the convenience of the date for families, there were efficiencies hosting on the same weekend as Artwalk for infrastructure like portable toilets. Please be aware that this date would be in direct conflict with Block Party's advertised new date.

Block Party

We received a petition signed by numerous downtown businesses, residents, and property owners regarding the future of Block Party. As the Downtown Business Alliance, it is our core mission to support our local businesses and bring vitality to downtown. We believe strongly that Block Party can be a beneficial event for downtown and our community at large if run in a community-focused way, but not in its current or proposed form. A point by point list of our concerns is beyond the scope of what time allows this evening. Our concerns include the date conflicts with Mushroom Festival, Artwalk, and Our Community Table, but our concerns are not limited to the dates. There are fundamental issues with how the event is run and its relationship with our community. We support the petitioners and are asking you to withhold funding and permits to Block Party in its currently proposed form. We wish to see Block Party succeed, but not like this.

Respectfully,
The Downtown Business Alliance

Jenny Rakow

From: Adrienne Sirianni-Cavallario <eat@theroaminggourmet.com>
Sent: Friday, December 9, 2022 11:09 AM
To: ALL COUNCIL
Subject: Black Party 2023

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.

Dear Council,

The recent news of Block Party returning to downtown Eagle and date changes is even more alarming than ever. This town is not only my business home (Roam) , but my residence (115 E. 2nd Street). I believe there are some that enjoy this event as is and I believe others don't. We need to understand fully how this affects us all, residents and business owners.

This event hurt my business. I am a new business owner that suffered financially on a weekend that otherwise would have been more much profitable for my business and my employees. My reservation cancellations were double digits every day, my guests could not hear each other, vomit and rubbish welcomed me after the crowds dispersed. It was necessary for me to add more staff just to control unruly attendees that were bringing food and drinks inside my restaurant. The crowds did not result in greater sales for me. My expenses outweighed any profit for this weekend. My business was visually blocked by venders and my guests could not enter my restaurant if they didn't have a pass to the event.

I cannot afford losses like these and need to do everything in my power to voice my concerns and protect what I am building.

As a resident, it was a nuisance. It was loud at night, difficult to get to my home and to work, the streets were filthy for days after and the parking, well we all understand this issue.

I believe this event has outgrown the downtown area. I believe this event should be relocated to a larger area that will better suit this event and make it possible for attendees to visit the stores and restaurants that will be visible and easily accessible. I believe that the town should protect the businesses that help make this town what it is and are the main source of its economic growth.

August is a very important month for my restaurant. The ARTwalk on this second weekend is one of the best and most profitable ARTwalks for Roam. The threat of this being taken away will be a detriment to my overall success. The threat of another Block Party happening in front of my business will surely set me back financially as well as my staff.

We all deserve to be heard and to really understand how this and other events affect our businesses.

Please consider moving this event to a different location on a different weekend. Please. My business and so many other businesses depend on it.

Adrienne Sirianni Cavallario
Owner-Chef/ Roam Eagle



To: Mayor and Town Council

From: Jill Kane, Finance Director

Date: December 13, 2022

Agenda Item: Ordinance 22, Series 2022, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Section 3.05.050.B of the Eagle Municipal Code Concerning the Collection and Administration of the Town's Use Tax"

REQUEST: Staff is requesting that the Town Council review for approval, ordinance 22, series 2022, which makes the following amendments to the use tax section of 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. Staff initially brought this to Council during the November 8th Council meeting and Council directed staff to draft the ordinance that is attached.

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				

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 Proposed 2.0 Multiplier	
Year	Amount		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:

- Motion to **approve** or **deny** Ordinance 22, Series 2022, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Section 3.05.050.B of the Eagle Municipal Code Concerning the Collection and Administration of the Town's Use Tax".

ATTACHMENTS:

- Ordinance 22-2022
- Current ICC – Building Valuation Data

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 17
(Series of 2022)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
AMENDING SECTION 3.05.050.B OF THE EAGLE MUNICIPAL CODE, REGARDING
CONCERNING THE COLLECTION AND ADMINISTRATION OF THE TOWN'S USE TAX

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

Section 1. Section 3.05.050.B of the Eagle Municipal Code concerning the collection and
administration of the Town's use tax is hereby amended as follows:

Section 3.05.050 – Collection and administration.

- B. 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 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.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase
of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not
affect the validity or constitutionality of the remaining portions of this Ordinance. The Town
Council hereby declares that it would have passed this Ordinance and each part or parts hereof
irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 3. Safety. This Ordinance is deemed necessary for the protection of the public
health, safety and welfare.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON DECEMBER 13,
2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

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: December 13, 2022

Agenda Item: Resolution 84, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado, Establishing and Adopting a Fee Schedule Pursuant to 2.34 of the Eagle Municipal Code"

REQUEST: Staff requests that the Council review the proposed 2023 fee schedule with the modification made from feedback received during the November 8th Council meeting and review resolution 84, series 2022 for approval.

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.

Based on the feedback received during the November 8th meeting, Council requested to round up the Pavilion and Studio rental fee amounts from the original proposed 10% adjustment. From the originally proposed 10% increase, staff rounded up all fees to the nearest fifty-dollar amount. The adjustments made increased fees by the percentages below:

- Pavilion between 11% and 25%
- Studio between 14% and 50%.

Council also gave staff direction to draft an ordinance to increase the use tax multiplier from 1.2 to 2, based on that direction, staff also modified the use tax language in the fee schedule.

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
- 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. **Based on the feedback received during the November 8th meeting, Council requested to round up the Pavilion and Studio rental fee amounts from the original proposed 10% adjustment. From the originally proposed 10% increase, staff rounded up all fees to the nearest fifty-dollar amount.**

FACILITY RENTAL					
FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	% Increase
PAVILION FEES	Pavilion Friday-Sunday: Eagle Resident	\$ 600	\$ 700	FEE CHANGE	17%
PAVILION FEES	Pavilion Friday-Sunday: Non-Resident	\$ 900	\$ 1,000	FEE CHANGE	11%
PAVILION FEES	Pavilion Friday-Sunday: Non-Profit	\$ 400	\$ 450	FEE CHANGE	13%
PAVILION FEES	Pavilion Monday-Thursday: Eagle Resident	\$ 300	\$ 350	FEE CHANGE	17%
PAVILION FEES	Pavilion Monday-Thursday: Non-Resident	\$ 400	\$ 450	FEE CHANGE	13%
PAVILION FEES	Pavilion Monday-Thursday: Non-Profit	\$ 200	\$ 250	FEE CHANGE	25%
STUDIO FEES	Studio Friday-Sunday: Eagle Resident	\$ 250	\$ 300	FEE CHANGE	20%
STUDIO FEES	Studio Friday-Sunday: Non Resident	\$ 350	\$ 400	FEE CHANGE	14%
STUDIO FEES	Studio Friday-Sunday: Non-Profit	\$ 200	\$ 250	FEE CHANGE	25%
STUDIO FEES	Studio Monday-Thursday: Eagle Resident	\$ 100	\$ 150	FEE CHANGE	50%
STUDIO FEES	Studio Monday-Thursday: Non-Resident	\$ 150	\$ 200	FEE CHANGE	33%
STUDIO FEES	Studio Monday-Thursday: Non-Profit	\$ 100	\$ 150	FEE CHANGE	50%

- 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.
 - Modified **Use Tax** language on fee schedule due to the direction received during the 11/8/22 meeting regarding use tax to increase the valuation multiplier from 1.2 to 2.0.
- **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.
 - **Refuse fees for monthly trash/recycle service, additional can fee per month, and the Town's Admin fees** is increasing by 8.2% CPI. This is the Denver-Aurora-Lakewood CPI increase as of July 2022 and is aligned with the agreement with Vail Honeywagon. 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 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: A public hearing was scheduled on November 8th to receive community input on the 2023 budget and fee schedule. No community input has been received at this time in regard to the fee schedule.

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 annual administrative procedure 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:

Motion to **approve** or **deny** the adoption of Resolution 84, Series 2022, "A Resolution of the Town Council of the Town of Eagle, Colorado, Establishing and Adopting a Fee Schedule Pursuant to 2.34 of the Eagle Municipal Code"

ATTACHMENTS:

- Resolution 84-2022
- Exhibit A - 2023 Fee Schedule – Final Draft 12/13/2022

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 84
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
ESTABLISHING AND ADOPTING A FEE SCHEDULE PURSUANT TO 2.34 OF THE EAGLE
MUNICIPAL CODE

WHEREAS, The Town of Eagle has enacted Chapter 2.34 of the Eagle Municipal Code
establishing fees for services; and

WHEREAS, The Town of Eagle wishes to establish the amount of various fees charged by
the Town; and

WHEREAS, the Town Council desires to amend certain of those fees and to adopt a new
schedule;

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

Section 1. The fees set forth on the fee schedule attached hereto as **Exhibit A** are
hereby fixed and imposed for the various purposes set forth for them in said Exhibit A.

INTRODUCED, READ, PASSED, AND ADOPTED ON DECEMBER 13, 2022

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A

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	

EXHIBIT A

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	

EXHIBIT A

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	

EXHIBIT A

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	

EXHIBIT A

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	

EXHIBIT A

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	

EXHIBIT A

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	

EXHIBIT A

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	

EXHIBIT A

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.

EXHIBIT A

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

EXHIBIT A

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	

EXHIBIT A

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	\$ 700	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	\$ 1,000	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	\$ 450	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	\$ 350	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	\$ 450	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	\$ 250	FEE CHANGE	10% increase in rental fee Comparisons: 1. Eagle County = \$50 2. Singletree = \$800 3. Eagle/Vail = \$395

EXHIBIT A

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	\$ 300	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	\$ 400	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	\$ 250	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	\$ 150	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	\$ 200	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	\$ 150	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	

EXHIBIT A

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	

EXHIBIT A

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	

EXHIBIT A

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 200% of Total Valuation (Use Tax is 4% - the Town assumes building materials are 50% of the valuation)	CHANGE	Modified language based on direction received from Council during the 11/8/22 Council meeting to increase the multiplier from 1.2 to 2.0. Staff also added clarifying language regarding assumption of building materials
BUILDING PERMIT FEES	Building Permit Fee - Performing work without first obtaining a permit	Double the Permit Fee	Double the Permit Fee	NO CHANGE	

EXHIBIT A

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 1,000,000.01 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	
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	

EXHIBIT A

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR 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	
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	

EXHIBIT A

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR 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	
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	

EXHIBIT A

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	

EXHIBIT A

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	

EXHIBIT A

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	

EXHIBIT A

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	

EXHIBIT A

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	

EXHIBIT A

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	

EXHIBIT A

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	

EXHIBIT A

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% - This is in accordance with the Town's agreement with Vail Honeywagon
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	

EXHIBIT A

UTILITY FEES					
FEE TYPE	FEE TITLE	2022 FEE	2023 FEE - PROPOSED	PROPOSED FEE CHANGE	REASONING FOR CHANGE
REFUSE FEE	Yardwaste Fee	\$ 2.00	\$ 2.00	NO CHANGE	
REFUSE FEE	Administrative Fee for Refuse Billing	\$ 1.34	\$ 1.45	FEE CHANGE	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	

EXHIBIT A

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		

EXHIBIT A

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	

EXHIBIT A

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	

EXHIBIT A

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

EXHIBIT A

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: Jill Kane, Finance Director

Date: December 13, 2022

Re: Resolution 93, Series 2022, "A Resolution Levying General Property Taxes For the Year 2022, To Help Defray the Costs of Government for the Town of Eagle, Colorado, for the 2023 Budget Year"

REQUEST: Staff requests that the Town Council review and approve resolution 93, series 2022 which sets the mill levy for 2022 property taxes that will be collected in the 2023 budget year.

INTRODUCTION: The Town currently sets one mill levy for general operating purposes, collected in the General Fund, which must be certified to the Eagle County Commissioners by December 15th.

ANALYSIS: The Town's General Fund mill levy rate for 2022 property taxes, for the 2023 budget year, is 2.301 (no change from the prior year).

Based on the final certification of values received from the County Assessor's office, the Town's Actual property value increased from \$1,678,486,720 to \$1,701,498,440 year over year. The current assessment rate for commercial property remains at 29% of the actual value. However, due to the residential assessment rate decreasing from 7.15% to 6.8% for the 2022 tax year, the Town's net assessed valuation decreased from \$167,541,130 to \$165,751,310.

COMMUNITY INPUT: There has been no community input received regarding the Town's certified mill levy.

BUDGET / STAFF IMPACT: Based on the net assessed valuation as well as the creation of the DDA, the Town's General Fund property tax collection is projected at \$381,394 compared to \$385,512 in the prior year. This is a \$4,118 reduction in property tax revenue year over year. There is no staff impact.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: N/A – This resolution is a required administrative procedure.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** the adoption of Resolution 93, Series 2022, "A Resolution Levying General Property Taxes For the Year 2022, To Help Defray the Costs of Government for the Town of Eagle, Colorado, for the 2023 Budget Year".

ATTACHMENTS:

- Resolution 93-2022
- 2023 Certification of Mill Levy

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 93
(Series of 2022)

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2022, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF EAGLE, COLORADO, FOR THE 2023 BUDGET YEAR.

WHEREAS, the Town Council of the Town of Eagle has adopted the annual budget in accordance with the Local Government Budget Law and Town Charter on November 8, 2022; and

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$381,394; and

WHEREAS, the 2022 net total assessed valuation for the Town of Eagle, as certified by the County Assessor is \$165,751,310.

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

Section 1. That for the purpose of meeting general operating expenses of the Town of Eagle during the 2023 budget year there is levied a tax of 2.301 mills upon each dollar of the net total assessed valuation of all taxable property within the Town of Eagle for the year 2022.

Section 2. That the Finance Director is hereby authorized and directed to certify to the County Commissioners of Eagle County, Colorado, the mill levies for the Town of Eagle as hereinabove determined and set.

INTRODUCED, READ, PASSED, ADOPTED ON DECEMBER 13, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council

From: Jackie VanEyll, Permit Technician & Green Team Lead

Date: December 13, 2022

Agenda Item: Resolution 86, Series 2022 “A Resolution of the Town Council of the Town of Eagle, Colorado to Work with Eagle County Communities to Implement the 2021 International Energy Conservation Code and to Identify and Adopt Supporting Amendments that Align with State Law and Support the Implementation of the Climate Action Goals Identified by the Climate Action Collaborative for the Eagle County Community.”

REQUEST:

The Eagle County Code Cohort is requesting commitment to adopting the 2021 International Energy Conservation Code and consideration of consistent supporting amendments of the Code for this Code cycle and all future Code cycles.

INTRODUCTION:

The Eagle County Code Cohort is a group of building officials, and sustainability focused individuals in within the municipalities in Eagle County. Commencing in September, the group has been discussing code, electrification, amendments, and approach options for sustainable development changes. This is not a formal adoption of the code, but a pledge of support for the adoption of the 2021 Energy Code and consideration of future amendments to always keep the energy code efficient and up to date. Showing support of the 2021 Energy Code will encourage other municipalities to pursue this avenue next year, and bolster valley unity.

ANALYSIS:

Both the Town of Eagle Building Official and Green Team Lead agree that being aligned with other municipalities throughout Eagle County and adopting the 2021 International Energy Conservation Code are steps towards Town of Eagle’s strategic plan- specifically in our major objectives; “[environmental and energy sustainability](#)” and “implementing solutions”. Always being open to considering amendments for improving the code, enhances the quality of life for everyone residing in Eagle, and sets an example of green leadership and safety for other communities.

COMMUNITY INPUT:

Besides those part of Eagle County Code Cohort, we have not received any additional input.

BUDGET / STAFF IMPACT:

There is no impact to staff or budget.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

As part of the nine major objectives, this initiative covers six of the nine objectives: stimulate economic vitality and development, improve community responsive services, match infrastructure to quality of life, attract visitors, enhance the economic resiliency of the town government, and invest in environmental and energy sustainability.

RECOMMENDED ACTION OR PROPOSED MOTION:

The building department unanimously supports the Eagle County Code Cohort and would like to move forward with adopting the 2021 International Energy Conservation Code and continually supporting future amendments for code cycles.

I move to **APPROVE** Resolution 86, Series 2022 to work with Eagle County Communities to implement the 2021 International Energy Conservation Code and to identify and adopt supporting amendments that align with the state law and support the implementation of the climate action goals identified by the Climate Action Collaborative for the Eagle County Community.

ATTACHMENTS:

- Resolution 86, Series 2022

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 86
(Series of 2022)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO TO WORK WITH EAGLE COUNTY COMMUNITIES TO IMPLEMENT THE 2021 INTERNATIONAL ENERGY CONSERVATION CODE AND TO IDENTIFY AND ADOPT SUPPORTING AMENDMENTS THAT ALIGN WITH STATE LAW AND SUPPORT THE IMPLEMENTATION OF THE CLIMATE ACTION GOALS IDENTIFIED BY THE CLIMATE ACTION COLLABORATIVE FOR THE EAGLE COUNTY COMMUNITY.

WHEREAS, the Town of Eagle recognizes that the 2021 International Energy Conservation Code will improve the energy performance and emissions of the built environment and will thereby promote the health, safety, resiliency, affordability, sustainability, and general welfare of our community;

WHEREAS, the Town has a goal to achieve net-zero carbon emissions in the town government's internal operations by 2028 and in the greater Town of Eagle community by 2030;

WHEREAS, the Town is committed to 'Invest in Environmental and Energy Sustainability' as one of nine Strategic Goals in the Town's Strategic Plan;

WHEREAS, the Town is a partner in the Climate Action Collaborative for the Eagle County Community, which has a goal to reduce local greenhouse gas emissions 50% by 2030 and an associated target to immediately adopt above building code standards and implement net zero or all-electric new construction codes by 2030;

WHEREAS, Town residents spent \$2,136,102 on utility natural gas in 2019, and commercial operators spent \$906,352 on utility natural gas in 2019, emitting a total of 25,670 tons of CO₂;

WHEREAS, Town residents spent \$2,481,318 on utility electricity in 2019, and commercial operators spent \$2,105,267 on utility electricity in 2019, emitting a total of 22,668 tons of CO₂;

WHEREAS, Holy Cross Energy has committed to achieve 100% renewable electricity by 2030 and net zero greenhouse gas emissions by 2035, therefore continuing to reduce building electricity CO₂ emissions into the future;

WHEREAS, the 2021 International Energy Conservation Code is estimated to improve building energy efficiency eight to nine percent over the 2015 International Energy Conservation Code, therefore reducing operational energy costs;

WHEREAS, the Town recognizes that energy efficiency improvements codified in the 2021 International Energy Conservation Code will save residents and businesses money in the future and accelerate our climate action goals;

WHEREAS, the Town of Eagle recognizes that regional collaboration and consistency will streamline the construction process for builders and developers who work across the Eagle County communities, and will reduce the costs for our local government to adopt and enforce energy codes;

WHEREAS, the Colorado Energy Office provide will provide free technical assistance to a cohort of Eagle County communities working collaboratively to adopt of the 2021 International Energy Conservation Code plus supporting amendments;

WHEREAS, Lotus Engineering and Sustainability, the Southwest Energy Efficiency Project, and technical code experts have partnered with the Colorado Energy Office to provide technical assistance to cohorts of communities across Colorado to adopt the aforementioned new construction code and amendments;

WHEREAS, the State of Colorado passed HB22-1362 requiring all Colorado communities to adopt and enforce an energy code that achieves energy performance equivalent to or better than the 2021 international energy conservation code, including electric and solar ready code language;

WHEREAS, Eagle County communities can play a leadership role in the state in adopting and implementing updated energy codes that work for our unique built environment and economy, thereby influencing the transition towards climate-friendly homes and buildings and accelerating the benefits to our citizens.

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

The Town of Eagle hereby commits to participation in the Eagle County Code Cohort, the adoption of the 2021 International Energy Conservation Code, and consideration of consistent supporting amendments for this code cycle and all future code cycles.

INTRODUCED, READ, PASSED AND ADOPTED ON DECEMBER 13, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: December 13, 2022

Agenda Item: Resolution 87, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Concerning Appointments to the Eagle Valley Transportation Authority Board"

REQUEST: The Mayor and Town Council are requested to nominate a Director and an Alternate to the newly formed Regional Transportation Authority.

BACKGROUND: Pursuant to the Intergovernmental Agreement, each Member of the Authority shall appoint a Director and an Alternate Director. The first scheduled Eagle Valley Transportation Authority Board of Directors meeting is set for Friday, December 16th, 2022, at 9:00 AM, located at Avon Town Council Chambers.

ANALYSIS: Tanya Allen, current Director for ECO Transit & Trails has requested from each entity that passed this ballot issue to nominate a Director and alternate so they can schedule their first board meeting in December.

COMMUNITY INPUT: None required, formation of the RTA was approved by the voters at the November 2022 election.

BUDGET / STAFF IMPACT: None.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Ideally, the formation of this RTA will touch on several Major Objectives, including Stimulating Economic Vitality and Development, Improving Community Responsive Services, Matching Infrastructure to Quality of Life, and Attracting Visitors.

RECOMMENDED ACTION OR PROPOSED MOTION: Once a Director and an Alternate are chosen by nomination or volunteer, the Clerk shall insert those names into the Resolution for the Mayor's signature. MOTION TO APPROVE: Resolution 87, Series 2022 "A Resolution of the Town Council of the Town of Eagle, Colorado Concerning Appointments to the Eagle Valley Transportation Authority Board."

ATTACHMENTS:

1. 87 Appointing RTA Directors

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 87
SERIES 2022

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO CONCERNING
APPOINTMENTS TO THE EAGLE VALLEY TRANSPORTATION AUTHORITY BOARD**

WHEREAS, pursuant to Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended, the Eagle Valley Transportation Authority ("Authority") was formed on November 9, 2022 by an Intergovernmental Agreement including the Town of Eagle; and

WHEREAS, pursuant to Article 3 of the Intergovernmental Agreement, each Member of the Authority shall appoint a Director and an alternate Director to the Board of Directors; and

WHEREAS, _____ has been appointed the voting Director of the Authority;
and

WHEREAS, _____ has been appointed the alternate voting Director of the Authority.

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

THAT, _____ is hereby appointed to the Eagle Valley Transportation Authority as Director to the Board of Directors of the Authority.

THAT, _____ is hereby appointed to the Eagle Valley Transportation Authority as alternate Director to the Board of Directors of the Authority.

THAT, said terms shall begin with the first meeting of the Board of Directors and shall continue until either the date on which a successor is duly appointed or the date on which he or she ceases to be a member of the Town of Eagle governing body.

THAT, the foregoing appointments and designations do not constitute contractual obligations of the Town of Eagle nor the Town Council, and the Town and the Town Council are not legally bound for the respective terms of appointments as specified herein below, the Town, by and through the Town Council, having the authority, in its sole discretion, to change, add, or abolish such appointments and designations and to fill vacancies as it sees fit.

THAT, the Town Council hereby finds, determines and declares that this Resolution is necessary for the public health, safety and welfare of the residents of the Town of Eagle, State of Colorado.

INTRODUCED, READ, PASSED, AND ADOPTED ON DECEMBER 13, 2022.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk