



Town Council
Tuesday, February 28, 2023
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 Teams.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 217 324 657 044

Passcode: iR5ost

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[+1 469-770-0416,,198231847#](#) United States, Dallas

Phone Conference ID: 198 231 847#

- **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. Yearout 60% IGA update
2. One Book One Valley Proclamation

CONSENT AGENDA - 6:25 PM *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.*

1. Minutes - February 14, 2023
2. Resolution 12, Series 2023 "A Resolution Approving a Contract with DRC Construction Services Inc. for Sanitary Sewer System Cleaning"

STAFF REPORTS - 6:30 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. December 31, 2022 - Budget to Actual Report and Revenue Analysis

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. Resolution 11, Series 2023 " A Resolution of the Town Council of the Town of Eagle, Colorado Appointing _____ and _____ to Fill Two Vacancies on the Town of Eagle Planning and Zoning Commission"
2. Resolution 13, Series 2023 "A Resolution Of The Town Council Of The Town Of Eagle, Colorado Approving An Agreement For Refuse Collection And Disposal Services With Vail Honeywagon Enterprises, LLC"
3. Proposed Second Gulch Motorized Width Access Change from 50-inches to 72-inches
4. Comprehensive Affordable Housing Assessment (CAHA) Final Report
5. Grand Avenue Corridor Final Design

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



To: Mayor Turnipseed and Town Council

From: Tom Gosiorowski, Public Works Director

Date: February 24, 2023

Agenda Item: Yearout Energy 60% IGA Presentation

REQUEST:

To update the Town Council on 60% complete Investment Grade Audit (IGA) being prepared by Yearout Energy.

BACKGROUND:

The Town began working with Yearout Energy in 2021 for the purpose of evaluating the fiscal feasibility of several energy efficiency projects. A large part of this effort is preparing an IGA that would be used to engage in Energy Performance Contract financing of these projects. Paul Engle with Yearout Energy will provide an update to Council on the 60% complete IGA.

COMMUNITY INPUT:

Not required.

BUDGET / STAFF IMPACT:

None at this time.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This project aligns with the 2023 Strategic Plan's goal of investing in environmental and energy sustainability.

RECOMMENDED ACTION OR PROPOSED MOTION:

None required at this time.

ATTACHMENTS:

Yearout Energy 60% IGA Presentation

TOWN OF EAGLE, COLORADO

Energy Performance Contracting – Council Update

60% IGA UPDATE



COLORADO
Energy Office

AGENDA

- EPC Milestones
- IGA Progress
- Solar PV Update
- Inflation Reduction Act (IRA)
- Water Meter/AMI Update

EPC MILESTONES



IGA PROGRESS TO DATE

- Two Major Scopes of Work
 - Solar PV at WWTP & WTP; potential demand response
 - Water Meter Replacement & AMI Upgrade
- Solar PV Development Track
 - DOLA RENW Grant – Due April 3rd
 - Solar Design Agreement – Executed in Q2 of 2023
 - Energy Performance Contract Ph. 1 – Executed upon DOLA award (Q3 of 2023)
- Water Meter Replacement
 - Water Meter Testing Q2 of 2023
 - Water Meter Development Concluding in Q3 of 2023
 - Energy Performance Contract Ph. 2 – Q4 of 2023

Phase 1

SITE OVERVIEW

4 Buildings
over 2
complexes

43,189 ft²

8 utility
meters



SOLAR PV



Partially funded through Inflation Reduction Act (IRA) funds, Solar PV produce clean, renewable energy on-site and reduce electricity bills.

Summary

- Future DOLA Grant in April of 2023
 - Requesting 25% Match; uncapped limit (\$5M total funding)
 - Final Awards in July 2023
- Size of Solar Arrays
 - Approximately 499kW, which will produce ~800,000 kWh annually, (Ground)- WWTP
 - Approximately 250kW, which will produce ~400,000 kWh's annually, (Roof/Ground)- LBWTP
- Est. Price of \$3,000,000 with 15-16 year payback
- Inflation Reduction Act – Allows Direct Pay Up to 30%

INFLATION REDUCTION ACT (IRA)

- Federal Tax Credit for Renewables (Approved in 2022)
 - Public agencies receive "Direct Pay Reimbursement" of Equivalent
 - 30% Reimbursement based on total cost of renewables project
 - Direct Pay Reimbursement 6-12 months post project completion
- Yearout Strongly Recommends Cash Payment
 - Public Borrowing Reduces Reimbursement from 30% to 25%
 - Paying cash results in additional incentives of \$150,000
 - Also avoid current higher interest rates
- Total IRA Contribution Estimated to be ~\$895,000

DEMAND RESPONSE



Using the Holycross Power+ program to significantly buy-down costs of other ECMs

Summary

- Monetize GenSet Assets
 - Use normally scheduled test runs for demand response
- Build SCADA program to help offset peak load per call from the utility
- Significantly buy-down costs of other ECMs

2/7/2023



Length of Analysis	20 Years
Turn-Key Project Cost	\$2,985,283
Capital Contribution	\$0
Estimated Incentives	\$11,200
Other Funding Sources (Grants, Capital, etc.)	\$750,000
Capitalized Interest (12 Month Construction Period)	\$0
Loan Origination Lender Fees (2% of Loan Amount)	\$0
Net Financed Amount	\$2,224,083
Type of Amortization	Savings
Finance Term	16 Years
Annual Interest Rate	0.000%
Estimated IRA injection	\$895,585

Year 1 M&V Fee	\$7,023
M&V Duration	3 Years

Year 1 Maintenance Fee	\$ -
On-Going Maintenance Duration	20 Years

					CERBs		ENERGY		
					No				
					10.00%				
Annual Savings				Annual Costs	Total Annual Savings Less Costs	CERB Debt Service Adjustment	Amortization Schedule		
Annual Escalation -->	Electricity	O&M	M&V	IRA Payment			Starting Balance	Ending Balance	Annual Cash Flow
	3.000%	4.000%	4.000%						
Year 1	\$78,907	(\$7,490)	(\$7,023)	\$64,395	\$0	\$895,585	\$1,328,498	\$1,264,103	\$1
Year 2	\$81,275	(\$7,790)	(\$7,304)	\$66,181	\$0	\$0	\$1,264,103	\$1,197,922	\$1
Year 3	\$83,713	(\$8,101)	(\$7,596)	\$68,016	\$0	\$0	\$1,197,922	\$1,129,906	\$1
Year 4	\$86,224	(\$8,425)	\$0	\$77,799	\$0	\$0	\$1,129,906	\$1,052,107	\$1
Year 5	\$88,811	(\$8,762)	\$0	\$80,049	\$0	\$0	\$1,052,107	\$972,058	\$1
Year 6	\$91,475	(\$9,113)	\$0	\$82,363	\$0	\$0	\$972,058	\$889,696	\$1
Year 7	\$94,220	(\$9,477)	\$0	\$84,742	\$0	\$0	\$889,696	\$804,953	\$1
Year 8	\$97,046	(\$9,856)	\$0	\$87,190	\$0	\$0	\$804,953	\$717,763	\$1
Year 9	\$99,957	(\$10,251)	\$0	\$89,707	\$0	\$0	\$717,763	\$628,057	\$1
Year 10	\$102,956	(\$10,661)	\$0	\$92,296	\$0	\$0	\$628,057	\$535,761	\$1
Year 11	\$106,045	(\$11,087)	\$0	\$94,958	\$0	\$0	\$535,761	\$440,803	\$1
Year 12	\$109,226	(\$11,531)	\$0	\$97,696	\$0	\$0	\$440,803	\$343,107	\$1
Year 13	\$112,503	(\$11,992)	\$0	\$100,511	\$0	\$0	\$343,107	\$242,596	\$1
Year 14	\$115,878	(\$12,471)	\$0	\$103,407	\$0	\$0	\$242,596	\$139,189	\$1
Year 15	\$119,354	(\$12,970)	\$0	\$106,384	\$0	\$0	\$139,189	\$32,805	\$1
Year 16	\$122,935	(\$13,489)	\$0	\$109,446	\$0	\$0	\$32,805	\$0	\$76,642
Year 17	\$126,623	(\$14,029)	\$0	\$112,595	\$0	\$0	\$0	\$0	\$112,595
Year 18	\$130,422	(\$14,590)	\$0	\$115,832	\$0	\$0	\$0	\$0	\$115,832
Year 19	\$134,335	(\$15,173)	\$0	\$119,161	\$0	\$0	\$0	\$0	\$119,161
Year 20	\$138,365	(\$15,780)	\$0	\$122,584	\$0	\$0	\$0	\$0	\$122,584
Total	\$2,120,271	(\$223,038)	(\$21,922)	\$1,875,311	\$0	\$895,585	-----	-----	\$546,829

WATER METER REPLACEMENT

- Water Meter Lab Testing ~\$19,000
 - Pulls Meter & Replaces with New Meter
 - Old Meter is sent to independent Testing Lab
 - 3rd Party Report Determines Savings Potential
- Demo available AMI systems with Town
- Size of Project
 - Approximately 2,900 meters (mostly 1" w/ 2" & 3" commercial)
 - Looking to Capture Savings of Estimated 18.2% Unaccounted for Water
- Current Rate Study will Significantly Impact Project ROI

YEAROUT

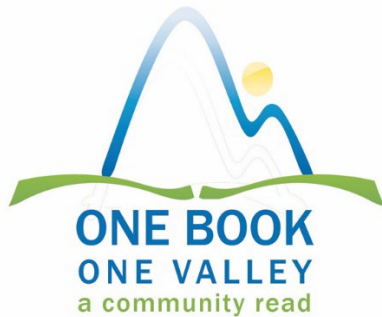
E N E R G Y

PAUL M. ENGLE

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Yearout Energy Services Company
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303.547.2175
2489 W. Main Street
Littleton, CO 80120

Contact Icons





Official Proclamation

ONE BOOK ONE VALLEY, 2023

A valley-wide Community Read sponsored by the
Towns of Avon, Eagle, Gypsum, Minturn,
Red Cliff and Vail

WHEREAS, Community Read programs have united and uplifted hundreds of cities and municipalities throughout the United States of America; and,

WHEREAS, the book “The Downstairs Girl” by Stacey Lee is a Young Adult title published in 2019 that is available in print, eBook & eAudiobook formats; and,

WHEREAS, New York Times best-selling and Young Adult Novelist, Stacey Lee, is an award-winning author of 5 historical and contemporary young adult fiction. A native of Southern California and fourth-generation Chinese American, she graduated from UCLA, then got her law degree from UC Davis King Hall. After practicing law in Silicon Valley for several years, she finally took up the pen because she wanted the perks of being able to nap during the day, and it was easier than moving to Spain; and,

WHEREAS, “The Downstairs Girl” is a powerful novel about identity, betrayal, and the meaning of family in the 1890’s. With prose that is witty, insightful, and at times heartbreaking, Stacey Lee masterfully crafts an extraordinary social drama set in the New South. “By day, seventeen-year-old Jo Kuan works as a lady’s maid for the cruel daughter of one of the wealthiest men in Atlanta. But by night, Jo moonlights as the pseudonymous author of a newspaper advice column for the genteel Southern lady, “Dear Miss Sweetie.” When her column becomes wildly popular, she uses the power of the pen to address some of society’s ills, but she’s not prepared for the backlash that follows when her column challenges fixed ideas about race and gender”; and,

WHEREAS, this Eagle Valley Community Read is the 12th Year of the One Book One Valley initiative. This year, for the first time in our history, we have selected a Young Adult title for our community to enjoy. According to Ali Teague from the Bookworm of Edwards, “I believe that every adult should read at least one middle grade or young adult book per year, as they help us empathize and connect with young people. These books tend to have the richest and most relatable characters who are not only discovering who they are, but also their place in the world. They are also, generally, more optimistic about the state of the world so they can be that much needed palette cleanser after reading a heavy-hitting adult book. But my favorite thing about books written for young readers, and the reason I read several of them per year, is how

unpretentious and accessible they are. Any adult at any reading level can read a young reader's book and learn and feel just like our young readers do”; and,

WHEREAS, this Eagle Valley Community Read will feature book discussions in venues around the valley; a movie night; a Chinese New Year Celebration; a Ninjago drop-in day; and, a special Guest Appearance by the author next spring; and,

WHEREAS, the Vail Public Library, in collaboration with the Bookworm of Edwards, Colorado Mountain College, Battle Mountain High School, Eagle Valley High School and Vail Mountain School have resolved to bring this valley-wide Community Read program to the citizens of Eagle County; and,

WHEREAS, the One Book One Valley initiative will encourage literacy and shared enjoyment of reading throughout Eagle County.

NOW, THEREFORE, we representatives from the town of Eagle do hereby promote the One Book One Valley initiative and officially announce and promote the book “The Downstairs Girl” to all Eagle County residents for their enjoyment and the enjoyment of all.



ONE BOOK
ONE VALLEY
a community read

Join the One Book One Valley Community Read!

*Borrow a copy from your local library or
purchase one at a 10% discount
at The Bookworm*



MEETING MINUTES
Town Council
Tuesday, February 14, 2023
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 Teams.

CALL TO ORDER - 6:00 PM

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

ROLL CALL

COUNCILMEMBERS PRESENT

Mikel Kerst, Scott Turnipseed, Ellen Bodenheimier,
Geoffrey Grimmer, Sarah Parrish, Nick Sunday

COUNCILMEMBERS ABSENT

Janet Bartnik

STAFF PRESENT

Larry Pardee, Town Manager
Matt Mire, Town Attorney
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Chad Phillips, Comm Dev Director/Town Planner
Tom Gosiorowski, Public Works Director
Thomas Rich, Sergeant
Molly Furtado, Events Manager
Cliff Simonton, Senior Planner
Dennis Wike, Engineer
Peyton Heitzman, Planner

ADOPTION OF AGENDA

There were no changes to the agenda.

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

PUBLIC COMMENT

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

PRESENTATIONS

1. Eagle Outside Website Refresh Presentation, Molly Furtado Special Events Manager
Molly Furtado Events Manager presented this item.

CONSENT AGENDA

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

1. Minutes - January 24, 2023

2. Bill Pay - January 2023
3. Eagle Wildlife Outreach and Education Campaign Contribution, Brian Lieberman Open Space and Trails Manager
4. Resolution 08, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Granting Two Non-Exclusive Utility Easements to Holy Cross Energy for Installation of Electrical Infrastructure to Serve The Reserve at Hockett Gulch Development"
5. Resolution 09, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Funding Request for ShowDown Town "
6. Resolution 10, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Directors to the Board of Directors of the Eagle River Station Metropolitan District"

STAFF REPORTS

1. Town Manager Update
Council comments: inquired about the timing of the EPS study. Peyton Heitzman Planner stated a draft will be ready before the next meeting and she will send it to the Council for review once she receives it. The work plan will be ready for the Council retreat on March 13th. Request to cancel the March 7th work session due to the retreat being held the following week. Congratulations to Officer Heil.
2. Department Update - January 2023
3. Sales Tax 4th Quarter 2022

BUSINESS ITEM

1. Hardscrabble Trails Coalition Proposal and Environmental Analysis – Eagle Area reroutes on Bureau of Land Management lands, Brian Lieberman Open Space and Trails Manager
Ernest Seager presented this item for HTC.

Council comments: discussion on the process of decommissioning trails and Q&A on specific trail relocations. Next steps will be the BLM and a public process on the environmental assessment. Work could begin the end of July of this year. A review of the budget will take place at that time and HTC will bring a prioritized list to the Council for consideration.

EXECUTIVE SESSION

MOTION: Mayro Scott Turnipseed motioned to enter into Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) on the topic of the contract between Vail Honeywagon Enterprises, Inc. and the Town of Eagle, dated March 22, 2016 and a proposal for trash, single-stream recycling, and curbside compost services for the Town of Eagle.. The motion was seconded and Passed with a vote of 6 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, Parrish, and Sunday) and 0 opposed.

BUSINESS ITEM

1. Direction on Vail Honeywagon Options

Mayor Turnipseed stated town staff and the town attorney will continue negotiations with Vail Honeywagon and consider the contract at the February 28, 2023, Town Council meeting.

Jennifer Collins from Vail Honeywagon was present and stated for the record that the proposal to the Town expired on January 31st and the CFO stated it will last until February 28th at noon.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Future Agenda Items

Council Member Nick Sunday, would like a work session to discuss businesses in downtown Eagle and the parking fee in lieu program.

Council Member Ellen Bodenhemier inquired about the River Park sales tax capital fund and if it would cover needed changes for proposed changes this year. Larry Pardee Town Manager state we will address this with an increase to our budget.

2. Council Committee Updates

Council Member Geoff Grimmer- CML - we may no longer be in the small cities category due to our population.

Council Member Sarah Parrish – would like to discuss the expansion of the Eagle ice rink with the discussion on the pool repairs. Larry Pardee stated he has also spoken with several community members about hockey and the need for ice.

Council Member Nick Sunday- The transit authority is continuing the process of setting up the financials. Both he and Janet are asking questions to make Eagle fit better into the plan.

Council Member Sarah Parrish stated the DDA has a new work plan to allocate funds when they have them.

Council Member Sarah Parrish stated MEAC has an upcoming request to the Council to extend terms for positions and amend the bylaws.

Council Member Geoff Grimmer would like an update on the wildland fire grant funding; would like to discuss water conservation efforts in the town and CAC would like input.

Mayor Scott Turnipseed stated he met with Rep. Dylan Roberts last week regarding local concerns relating to the Governor's new initiative regarding residential zones and upzoning.

ADJOURN

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

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



To: Mayor and Town Council

From: Stephan Wilson P.E., Utility Manager

Date: February 22, 2023

Agenda Item: RESOLUTION NO. 12 (Series 2023) A RESOLUTION APPROVING A CONTRACT WITH DRC CONSTRUCTION SERVICES INC. FOR SANITARY SEWER SYSTEM CLEANING

REQUEST:

Review and approve of sanitary sewer collections system cleaning and inspection proposal submitted by DRC Construction Services, Inc. February 15, 2023.

BACKGROUND:

In previous years the Town of Eagle has administratively divided the collection system into three separate zones for yearly flushing and inspection purposes. Each Zone is cleaned on a three year rolling cycle. The flushing program is conducted to meet obligations for the Town insurer CIRSA and to proactively maintain the collection system. For 2023 staff are proposing an alternate CIRSA approved method where the entire collection system is first acoustically tested for obstructions and then the collection system is cleaned on a priority basis. The goal of this alternate approach is to identify areas in need of cleaning more readily and reduce the time in which a blockage could go unidentified.

As a part of the Town's Wastewater Treatment Facility (WWTF) discharge permit the Colorado Department of Public Health and Environment Water Quality Control Division (CDPHE-WQCD) has included an Inflow and Infiltration (I&I) compliance schedule requiring the Town to address I&I through a study of the collection system. To satisfy a portion of this requirement the Town can conduct CCTV inspections of a portion of the collection system Zone being cleaned to assess current condition and identify needed repairs.

ANALYSIS:

The Town received three proposals in total, one from Snowbridge Inc. and two from DRC Construction Services, Inc. Proposals ranged from approximately \$204,100 to \$107,500 to complete the work. The proposal being recommended is for work estimated at \$127,154.01 and is thought to provide the most value regarding both budget, area inspected, and area cleaned.

Contractor	Maintenance Approach	Estimated Cost
Snowbridge	Zone 1 Cleaning	\$204,100
DRC Construction	Zone 1 Cleaning	\$107,500
DRC Construction	Zone 1, 2, and 3 Testing & Cleaning	\$127,150

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT:

The Town currently has budget to fully contract out the collection system maintenance and inspection. Town staff are anticipating being able to assist with traffic control and perform work where necessary to reduce the burden on the

selected contractor. The total cost of work completed under this proposal is anticipated to cost \$127,154.01.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

1. Town insurer CIRSA obligations met for the maintaining the collection system.
2. A portion of the CHPHE-WQCD I&I compliance schedule commitments met.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to approve of or deny adoption of Resolution No. 12 (Series 2023) A Resolution Approving a Contract with DRC Construction Services Inc. For Sanitary Sewer System Cleaning.

ATTACHMENTS:

- Resolution No. 12, Series 2023
- Agreement for professional services between the Town of Eagle Colorado and DRC Construction Services Inc.

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 12
(Series 2023)

A RESOLUTION APPROVING A CONTRACT WITH DRC CONSTRUCTION SERVICES INC. FOR SANITARY SEWER SYSTEM CLEANING

WHEREAS, the Town of Eagle desires to contract with DRC Construction Services Inc. for sanitary sewer collections system cleaning and inspection pursuant to the agreement attached as Exhibit "A" on the terms and conditions set forth therein; and

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

WHEREAS, this Agreement for Professional Services 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 an Agreement for Professional Services with DRC Construction Services Inc. for services attached as Exhibit "A."

RESOLVED, APPROVED, AND ADOPTED THIS 28TH DAY OF FEBRUARY 2023.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 28 day of February, 2023 (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 DRC CONSTRUCTION SERVICES INC., a Contractor with an address of 4100 Rio Grande Ave, PO Box 640, Sedalia, CO 80135 ("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 per the unit prices outlined in Exhibit A not to exceed \$ 200,000.00. The scope

and quantity of work must be approved by the Town in writing prior to execution of the work by the Contractor. 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. WORKERS WITHOUT AUTHORIZATION

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

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

C. *Verification.*

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

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

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

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

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

X. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF EAGLE

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DRC Construction Services, Inc.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2021, by _____ as _____ of _____.

My Commission expires:

(SEAL)

Notary Public

Attachments:

- DRC Construction Services, Inc. Proposal Dated; February 15, 2023

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

Signature

Date

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 SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town on a unit cost not to exceed basis:

- Contractor shall conduct SL RAT Acoustic Testing at a unit price of \$0.18 per linear foot (LF). The total length of inspection shall be pre-approved by the Town.
- Contractor shall conduct Visual Manhole Inspection at a unit price of \$10.00 each (EA). The total quantity of inspection shall be pre-approved by the Town.
- Contractor shall conduct Difficult Manhole Access at a unit price of \$10.00 each (EA). The total quantity of inspection shall be pre-approved by the Town.
- Contractor shall conduct CCTV inspect PVC pipe at a unit price of \$0.75 per linear foot (LF). The total length of inspection shall be pre-approved by the Town.
- Contractor shall conduct a single pass clean, screen/vacuum debris only at a unit price of \$.75 per linear foot (LF). The total length of cleaning shall be pre-approved by the Town.
- Contractor mobilization cost shall be paid at a rate of \$400 per day not to exceed 35 days.
- Contractor traffic control cost shall be paid at a rate of \$2,500 per day. The total number of days shall be pre-approved by the Town.

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:

- Completed CCTV and flushing log from template provided by the Town.
- Inspection records including CCTV footage in a digital format.
- Inspection report including current condition of lines and manholes.

DRC Construction Services

4100 Rio Grande Ave
PO Box 640
Sedalia, CO 80135
(303) 688-2166

Date: February 15, 2022

Project: Town of Eagle 2023 Jetting and CCTV
Attn: Tom LaFleur

DRC Construction Services is pleased to provide this proposal for the following work items:

Item	Description	Qty	Unit	Unit Price	Total
1	SL RAT Acoustic Testing	231121	LF	\$0.18	\$41,601.78
2	7-Point Visual Manhole Inspections	1005	EA	\$10.00	\$10,050.00
4	Difficult Manhole Access*	150	EA	\$10.00	\$1,500
5	CCTV Inspection of Sewer Lines (15%)	34668	LF	\$0.75	\$26,001.11
6	Cleaning of Sewer Lines (15%)	34668	LF	\$0.75	\$26,001.11
7	Traffic Control (As Required)	4	DAYS	\$2,500.00	\$10,000.00
8	Per Diem & Lodging for Crew	30	DAYS	\$400.00	\$12,000.00
TOTAL					\$127,154.01

Exceptions & Exclusions

- Subject to Service Agreement Conditions
- Quantities are estimated, unit prices apply
- Proposal does not include construction water, bonding or permits; If any are required of DRC they will be provided at additional cost plus 10%
- Includes Acoustic Sewer Testing , 7-Point Manhole Inspections, Per Diem & Lodging based on 2 person crew for each activity.
- *Manholes located offroad, buried or requiring unusual effort to open shall be recorded as "Difficult to Access" and assessed at the proposed rate. Owner will make its best efforts to locate and expose manholes buried over 6" deep prior to DRC beginning work in an affected area. An estimate based on prior experience is included as a line item for reference.
- DRC will make every effort to complete inspections of each pipeline, however it will be at the sole discretion of our operator as to continue past obstructions or other obstacles that may pose a risk to equipment.
- Includes Acoustic Sewer Testing , 7-Point Manhole Inspections, CCTV Inspection per PACP Format, Cleaning of Sewer Lines rated poor or blocked by testing (<= Score of 6), Re-Testing of Cleaned Sewers (if requested), Per Diem & Lodging based on 2 person crew for each activity.
- DRC will make every effort to complete inspections of each pipeline from upstream to downstream access points, however it will be at the sole discretion of our operator as to continue past obstructions or other obstacles that may pose a risk to equipment.
- Should equipment become trapped or lodged in existing pipeline due to existing pipe conditions or other factors outside of DRC's control an excavation will be completed to retrieve equipment, undamaged, by the General Contractor and will be at no expense to DRC.
- Standard certificates of insurance will be sent to the Owner upon award of bid items to DRC.

Regards,

Ben Hemphill
DRC Construction Services

Accepted by:

Name:

Company:

Date:



To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: February 28, 2023
Re: Town Manager Report

Administration & Organization

- On February 9, we hosted interviews with five candidates for our Assistant Town Manager. As a result, we have selected Melissa Daruna as the next Assistant Town Manager. Melissa will start work on March 20. We are pleased and excited to have Melissa as a critical member of our organization.
- We have filled 3 positions in 2023, Assistant Town Manager, IT Applications administrator, and Water Operator. We currently have conditional job offers out to a Police Officer and a Code Enforcement Officer candidates. We have 16 vacancies yet to fill in 2023.
- We received nine proposals on our RFP for strategic consulting, grant writing, and advocacy services to assist the Town of Eagle. The RFP closed on Wednesday, February 22. We will begin reading through the proposals, select our top firm, and bring our recommendation before Council on March 14 for review and consideration to approve moving forward with the chosen firm. The purpose is to leverage grant funding opportunities to invest in critical infrastructure, assets, and program improvements that increase our residents' quality of life and add to our vibrant economy without burdening the Town's residents.
- The Colorado Transformational Affordable and Workforce Housing Grant program was paused until May, when applications may be submitted. We plan on putting in an application for House Bill 1304 Grant, otherwise known as the Transformational Affordable Housing, Homeownership, and Workforce Housing Grant Program, or TAG for short. After several meetings and much discussion, it was determined that the Brush Creek Road extension might be our best opportunity for this grant funding. While the Haymeadow development is under an obligation to construct (and pay for) the road extension, they are not required to do so until they have received building permits for 300 units. The staff has been working with the local DOLA representative to ensure that the Town would be competitive should a letter of intent and subsequent application be made. In addition, our staff team has begun negotiations with Haymeadow and Eagle County to ensure we present the best possible application to the State. To qualify for this grant, the Town must agree to certain obligations, mainly awarding a contractor to perform the work by the end of 2024 and expending all awarded funds by the end of 2026.
- The Town has drafted our first high-level work plan connected to the budget for 2023, our staff is working on finishing the draft, and our goal is to have a working draft ready by the end of February or early March.
- The Town staff is working on a draft Town of Eagle energy use and carbon database to help track our current and future use.

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

- On Monday, February 13, I met with the Walking Mountains team, Markian, Gina, Nikki, and Melissa, to discuss their ongoing work and opportunities for Walking Mountains and Eagle to collaborate on current and future project ideas. I am meeting them again at their campus in Avon on March 8.

- On Wednesday, February 15, we checked in with EPS to see how our economic development study was progressing. We introduce them to the EVC, DDA, and Chamber committee members. Also, we continue to provide them with financial and other requested data and informational items.
- On Friday, February 17, the Mayor's Roundtable held its meeting to discuss a potential Zipcar proposal in Vail and for all of Eagle. First, Jeff Shroll gave an update on the Diversity, Equity, and Inclusion (DEI) work Eagle County has started. Next, Vail Valley Partnership Managers task force held its monthly meeting to discuss, Common challenges and opportunities to work together on State land housing opportunities. Next, we discussed adopting 2021 building codes. Lastly, a brief discussion Zip Car proposal Vail is looking into.
- On Tuesday, February 21, Molly and I met with Ted Wenninger to check in and see how the planning for the Block Party event is progressing and hear about his check-ins and discussions are going with the business along Broadway. We encouraged him to keep checking in with local businesses to find solutions to reduce impacts.
- On Thursday, February 23, I am meeting with Martin Bonzi, our region Transportation Program Manager at Clean Energy Economy for the Region (CLEER). Martin is our region's Recharge Colorado Coach. We will discuss grant opportunities for electrical charging stations and EV Plazas options.

Economic Development

- Economic Vitality Committee (EVC) Mick Daly and I meet on Wednesday, February 15, to review the draft agenda for EVC's next meeting on Tuesday, February 21, 2023. These items directly link to our Town's Major Objectives - Stimulate Economic Vitality and development.
 - Economic & Planning Systems (EPS) and the Town staff met Monday, February 6, 2023, and discussed the 1st draft of our business survey questions. We supply EPS with financial and economic data for each economic hub area. In addition, we are planning dates and times for public meetings and engagement schedules with the Chamber Board, EVC, DDA, DBA, and Eagle Ranch.
 - On Wednesday, February 15, I met with Erica Heller with the Community Builders organization to discuss developing an economic dashboard for Eagle. They are struggling with the capacity to work on the dashboard project. Community Builders strongly support the Town and our work around economic vitality. If we wish to accomplish this important project in 2023, we agreed that the Town should move forward and find another team to assist us with the dashboard project. We are contacting Chris Cares with RRC, who provides mobility data to EPS for our economic study. RRC provides a diverse quantitative and qualitative research background for public sector clients.
- Downtown Development Authority (DDA) will hold its monthly meeting on March 1. In addition, the new DDA website is updated and operating.
- The monthly Eagle Valley Transit Authority (EVTA) Board meeting is scheduled for Wednesday, March 8, at Avon Town Hall Chambers. In addition, they have targeted a retreat date for March 22, from 11:30 AM – 4:30 PM at Grand View Community space, at 395 Lionshead Circle.
- On February 22, the monthly Chamber Board meeting opened with EPS via Zoom to provide a high-level overview of the scope of work they are performing on behalf of the Town of Eagle, and they fielded questions from the board members. Also, Michelle Morgan and I continue our Friday afternoon check-ins. Public Works continues maintenance work at the Information Center and public restrooms.

WORK SESSIONS:

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

Date	Topic
October 11, 2022 (COMPLETED)	Public Hearing: 2023 budget presentation – Operating
October 25, 2022 (COMPLETED)	Public Hearing: 2023 budget presentation – Capital 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, 2022 (Meeting Cancelled)	
December 6, 2022 (DELIVERED)	Sylvan Lake Road Traffic Calming and Improvement Project
December 27, 2022 (Meeting Cancelled)	
Date	Topic
January 3, 2023 (Meeting Cancelled)	
February 7 th , 2023	Eagle River Park Discussion
February 21, 2023 – (4:00 PM – 6:00 PM)	Mnt. Rec Board/Council - Eagle Outdoor Pool Discussion
March 7 th , 2023	
April 4 th , 2023	JOINT Meeting P&Z and Council ReCode.
May 2 nd , 2023	
Request for Additional Work Sessions	Topic



To: Mayor and Town Council

From: Jill Kane, Finance Director

Date: February 28, 2023

Re: December 31, 2022 Budget to Actual Report and Revenue Analysis

This report is a revenue analysis for the period, ending December 31, 2022. Attached to this revenue analysis is the corresponding *Budget to Actual Report*. This analysis provides a narrative for all revenues that had significant changes from December 2021 compared to December 2022. This report also discusses any budget to actual significant variances.

In 2022, all Town funds finished with gross revenues exceeding expenditures. The 2022 Town-wide ending fund balances were increased by approximately \$8 million, compared to our revised 2022 budget which projected an approximate \$3.9 million increase.

Please review the attached *Budget to Actual Report* in conjunction with the analysis below. For the year end (YE) 2022 *Budget To Actual Report*, staff included 2021 actuals for comparison purposes. The report also includes the final revised 2022 budgeted amounts. The column that calculates the *unearned* or *unexpended* amount and percentage compared to budget are for collections/spending for the entire year compared to the final budget amounts.

Please note this is a preliminary report as staff will continue to receive 2022 revenues and expenses through the end of February (Report is pulled with information through 2/10/23). Staff will also be working on audit preparation adjustments that may increase or decrease expenses as shown.

A significant change is considered to be a variance that is greater than \$15,000 AND 10% over the prior year.

Town-wide Interest Accounts – In order to not repeat this for every fund, this comment is directed to all interest accounts for all funds. Most of the Town's funds are held in COLOTRUST. At the end of 2021 the interest rate on investments was approximately 0.05%. With the Federal Reserve raising interest rates in 2022, COLOTRUST has seen a healthy increase in interest rates, ending the year at 4.51% There is a significant year over year (YOY) increase in all interest accounts. Staff anticipates interest rates to continue to increase slightly in 2023.

General Fund Revenues – Budget to Actual – In 2022 the General Fund collected 105% of budgeted revenues. Revenues exceed expenditures by \$411,355, which is \$1,498,311 higher than anticipated in the revised 2022 budget.

- **Tax Revenue**

- **Property Tax:** Property Tax revenue for 2022 was \$384,916 which is an increase of \$34,076 or 10% over 2021. Although there was only a slight increase in assessed valuation from 2021 to 2022, now

that Eagle is a home rule municipality, we are no longer limited to the 5.5% TABOR levy limits.

- **Sales Tax:** Regular sales tax ended the year at \$7,988,190. Collections are up \$1,036,758 or 15% over prior year (PY), which is due to continuing increases in online sales, food, building/construction sales, utilities, auto, and retail. We ended the year at 103% of budget. Since 2016 the Town has been able to increase sales tax by approximately \$4,251,695 or 114%. Here is a link for the [2022 year-end sales tax report](#).
- **Franchise Tax:** The Town ended the year with \$293,817 in franchise tax collections which is approximately 114% of budget for the year. This increase is mainly due to Black Hills Franchise taxes increasing approximately \$32,000 based on rate increases.

- **Licenses & Permit Revenue**

- **Business Licenses:** Business licenses are currently up \$31,153 or 91% over PY. This is due in part to the fee schedule modification in which the marketing fee and business license fee were merged into one business license fee. The Town no longer charges a separate marketing fee along with the business license. This modification has helped alleviate some complaints and confusion. The Town has also see a steady increase in business licenses and contractors licenses in 2022.
- **Building Permits:** Building Permits are currently up \$210,620 or 57% over PY. Building permit revenue will fluctuate based on the timing of projects. In 2022 there were 249 permits pulled with a valuation of approximately \$40,339,847, compared to 266 permits in 2021 with a valuation of approximately \$24,139,813.

- **Intergovernmental Revenue**

- **County Sales Tax:** Sales tax collection in 2022 from Eagle County was \$277,166 or 104% of budget. We finished the year \$45,124 or 19% over 2021 collections. The Counties collection of sales tax should align with the regular sales tax collections of the Town.
- **Grants:** The Town has collected \$54,177 in General Fund grants for 2022 compared to \$101,987 in 2021. Most grant collections are received closer to year-end or just after year end. General Fund grants collected in 2022:
 - HB21-1271: IHOP-PLN010 Eagle Innovative Housing Strategies \$40,661
 - Revitalizing Main Streets Program Project: Elevate Eagle Safety Enhancements \$13,516

- **Charges for Service**

- **Planning & Zoning Fees:** The Town finished the year with \$35,269 in P&Z fees, which is \$19,653 higher than 2021 for a 124% increase. That being said, staff projected a \$32,000 in revenues which is consistent with what was collected. These fees will vary year over year based on what projects are submitted annually. The significant project that really bummed these numbers up in 2022 was Hocket Gulch, bringing in \$10,500 in P&Z fees.
- **Planning & Zoning Reimbursable:** This revenue varies year over year based on the current projects and what is required. P&Z reimbursables for 2022 were \$63,387 more than 2021. This revenue has a net zero impact to the Town's fund balance since all revenues are based on expenditures charged to contractors. We tend to be conservative in budgeting for this revenue and corresponding

expenses to ensure that we have enough appropriated to cover all reimbursable expenses.

- **Facility Usage Fees:** The Town ended the year with \$74,252 in facility usage fees, which is a year over year increase of \$23,780. The use of the pavilion has continued to increase since the onset of the pandemic. The facilities were closed for most of the 2020 or open with significant restrictions on occupancy. This discouraged citizens from utilizing the Pavilion and Studio. We remained open in 2021 without restrictions, however, since citizens remained cautious. As of 2022 the Town is now back to revenues consistent with pre-covid usage.
- **Broadband Service Fees:** The Town collected \$23,335 in broadband service fees, this is an increase of \$13,350 from 2021. The increase is due to the DDA business pilot project. In 2021 the Town was collecting fees from the County and Visionary. In 2022 we have added the Eagle library and other local businesses.

- **Fines and Forfeitures**

- **Special Duty Reimbursable:** The Town currently has collected \$25,426 for special duty reimbursable compared to \$9,157 in 2021, a \$16,269 increase. This revenue is based on how much special duty our officers are what to perform as well as what special duty grants are available in a particular year. It is no unusual for this revenue to fluctuate from year to year. This revenue is for services provided for Click it or Ticket, DUI grant duty, Vail Chain Law duty, Mountain Youth, and the Special Events. There is a corresponding expense in the public safety budget.

- **Miscellaneous Revenue**

- **Other Miscellaneous Revenue:** The Town has collected \$14,747 in the miscellaneous revenue which is about 95% of the projected 2022 budget. This is a \$105,587 decrease from 2021 which is due to the \$105,500 settlement between Eagle County School District and the Town of Eagle in 2021. Historically the General Fund miscellaneous revenue is anywhere from 15,000 – 20,000.

Enterprise Fund Revenues – Budget to Actual

- **Water Fund** – In 2022 the Water Fund collected 5,677,795 or 102% of budgeted revenues. Revenues exceed expenses by \$2,679,981. This is \$750,085 more than projected due to a delay in completion of water capital projects in 2022. The Council will see capital items that will need to be rolled over to 2023 in the first 2023 supplemental in the next few months.
 - **Water Materials & Other:** These fees are mainly meter fees collected for new or redeveloped construction. The Town ended the year \$17,103 (19%) below 2021 collections. This decrease is due to timing of construction in 2022 compared to 2021.
 - **Plant Investment Fees:** Year to date the Town has collected \$995,451 in water plant investment fees (PIF). This is an increase of \$256,491 or 35% over 2021. Finishing the year at 106% the projected budget. This is revenue that is mainly collected on new construction and will fluctuate based on the timing of projects. 2022 revenues were mainly single-family new builds with the exception of a few projects that impacted PIF collections more significantly:
 - 410 Broadway - \$89,968
 - 435 Eby Creek Apartments - \$288,922
 - Powell Annexation - \$60,078
- **Utility Fund (Wastewater Fund)** – In 2022, Wastewater collected \$3,538,230 or 102% of budgeted revenues.

Revenues exceeded expenditures by \$1,235,187.

- **Plant Investment Fees:** In 2022 the Town collected \$597,800 in wastewater plant investment fees which is a 75% increase compared to \$341,000 in 2021. The amount collected is 106% of projected budget. Like water PIF, this is a revenue that is mainly collected on new construction projects and will fluctuate based on the timing of projects. 2022 revenues were mainly single-family new builds with the exception of a few projects that impacted PIF collections more significantly:
 - 410 Broadway - \$81,000
 - 435 Eby Creek Apartments - \$228,000
- **Refuse Fund** – In 2022 the Refuse Fund collected \$698,737 which is 100% of budgeted revenues. Revenues exceeded expenditures by \$29,851 due to savings in repair and maintenance expenses. The Town budgets for grinding of the yard waste site material annually, however, it is not always required.
- **Stormwater Fund** – In 2022 the Stormwater Fund collected \$91,270 which is 101% of budgeted revenues. Revenues exceed expenditures by \$88,118. The Town is working on building fund balance up for future maintenance projects.
- **Capital Improvement Fund Revenue– Budget to Actual** – In 2022 the Capital Improvements Fund collected 104% of budgeted revenues. All capital improvement fund revenues are one-time revenues and are based on the timing of projects. The General Fund interfund transfer to the Capital Improvements Fund accounts for 75% of budgeted revenues for 2022. At yearend revenues exceed expenditures by \$2,909,918.
 - **Developer Contribution – Grand Ave:** Per the ADA, Haymeadow is required to pay up to \$700,000 for Grand Avenue planning, after the Town spends \$300,000. The Town collected \$180,807 from Haymeadow in 2021. Although planning has continued into 2022 and will continue in 2023, the Town is only allowed to provide two invoices to Haymeadow for reimbursement. Staff is keeping a record of planning fees to invoice Haymeadow for once planning is completed. Currently there is an additional \$214,901 which will be invoiced at a later date.
 - **Public Safety Impact Fees:** The Town has collected \$63,957 in public safety impact fees in 2022 compared to 905 in 2021. This is a fee that was implemented in the Fall of 2019. These fees rely on what projects are initiated each year and is not a consistent source of income. 2022 impact fees were collected on the 435 Eby Creek Apartments project, Western Slope Laundry, and 410 Broadway.
 - **Use Tax:** The Town collected \$828,862 in use tax in 2022 which is 118% of our annual budget. This is an increase over prior year by 253,272 or 44%. This is another revenue that is not consistent year over year and is dependent on projects completed each year. This amount does not include use tax for Hockett Gulch, which will be received in 2023.
 - **Grants:** The Town was not anticipating any grant funds within the Capital Improvements Fund for 2022. In 2021 The Town collected \$131,250 for the installation of the Meet me Center and a fiber extension to facilitate third-party ISP and anchor institution access.
 - **Transfer from General Fund:** Historically the Town has made an annual transfer of funds from the General Fund to the Capital Improvement Fund. The amount transferred is calculated by retaining 25% of General Fund operating expenditures in the General Fund and transferring the remainder to the Capital Improvements fund. Depending on General Fund spending, these transfers can significantly fluctuate year over year. In 2022 the Town transferred \$3,000,000, which is a 59% increase from 2021. These transfers fund a significant portion of the Town's capital projects.

Sales Tax Capital Improvement Fund (STCIF) – Budget to Actual – In 2022 the STCIF has collected 104% of budgeted revenues and finished the year with revenues exceeding expenditures by \$566,588.

- **Sales Tax:** The STCIF 0.5% sales tax collections for 2022 is up \$129,595 or 15% over PY and ended the year at 103% of budget. The increase is consistent with regular sales tax.
- **Contributions & Donations:** In 2022 the Town received the final \$5,000 match from Slifer Smith and Frampton for their agreed upon River Park contributions for the Beach Sand. In 2021 staff received Riverpark donations that were being held by Our Community Foundation, totaling \$32,964. Staff also followed up on other pledged donations, in which we were able to receive an additional \$25,000, bringing our total donations to \$57,964 for 2021. Staff is anticipating an additional \$5,000 in 2022. Staff does not anticipate any additional River Park contributions.

Open Space Fund Revenues – Budget to Actual – In 2022 the Open Space Fund has collected 101% of budgeted revenues and finished the year with revenues exceeding expenses by \$62,920. 2022 was the first year that the Town began collection of Short-Term Rental (STR) lodging taxes. Lodging tax increased by \$18,790 in 2022, approximately \$16,400 was due to STR tax collections.

Conservation Trust Fund (CTF) – Budget to Actual – In 2022 the Conservation Trust Fund collected 108% of budgeted revenues and finished the year with revenues exceeding expenses by \$26,338. Although a relatively consistent revenue, there are fluctuations throughout the year based on lottery ticket sales. There have been increases in lottery ticket sales since the beginning of the pandemic.

TOWN OF EAGLE - GENERAL FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2022

	PY ACTUAL	YTD ACTUAL	% TO PY	REVISED BUDGET	UNEARNED	% TO BUDGET
TAX REVENUE						
General Property	\$ 350,840	\$ 384,916	110%	\$ 385,512	\$ 596	100%
Specific Ownership	19,702	20,796	106%	20,000	(796)	104%
Sales Tax	6,951,432	7,988,190	115%	7,736,000	(252,190)	103%
Marijuana & Tobacco Sales Tax	895,495	859,065	96%	882,000	22,935	97%
Severance Tax	21	234	1112%	234	0	100%
Federal Mineral Tax	161	278	172%	277	(1)	100%
Franchise Tax	250,928	293,817	117%	257,000	(36,817)	114%
Marketing Lodging Tax	230,678	249,468	108%	245,000	(4,468)	102%
TOTAL TAX REVENUE	\$ 8,699,258	\$ 9,796,764	113%	\$ 9,526,023	(270,741)	103%
LICENSE & PERMIT REVENUE						
Business Licenses	\$ 34,055	\$ 65,208	191%	\$ 59,000	\$ (6,208)	111%
Liquor Licenses	3,608	10,578	293%	6,854	(3,724)	154%
Tobacco & Marijuana Licenses	6,750	8,000	119%	8,000	-	100%
Marketing Fee - License	7,980	-	0%	-	-	-
Building Permits	371,518	582,139	157%	407,000	(175,139)	143%
Electrical Permits	43,936	31,548	72%	30,000	(1,548)	105%
Road Cut Permits	7,860	6,060	77%	5,660	(400)	107%
Sign Permits	550	550	100%	650	100	85%
Special Event Permits	225	1,250	556%	1,300	50	96%
TOTAL LICENSE & PERMIT REVENUE	\$ 476,482	\$ 705,333	148%	\$ 518,464	\$ (186,869)	136%
INTERGOVERNMENTAL REVENUE						
Motor Vehicle License Fee	\$ 34,047	\$ 35,269	104%	\$ 38,500	\$ 3,231	92%
Highway Users Tax	275,689	267,587	97%	258,170	(9,417)	104%
Road & Bridge Fund	101,987	113,519	111%	113,000	(519)	100%
County Sales Tax	232,041	277,166	119%	263,000	(14,166)	105%
Grants	101,708	54,177	53%	62,884	8,707	86%
Intergovernmental Contributions	-	-	-	33,663	33,663	0%
TOTAL INTERGOVERNMENTAL REVENUE	\$ 745,473	\$ 747,718	100%	\$ 769,217	\$ 21,499	97%
CHARGES FOR SERVICES						
Planning & Zoning Fees	\$ 15,830	\$ 35,483	224%	\$ 32,000	\$ (3,483)	111%
Planning & Zoning Reimbursable	97,994	161,381	165%	159,000	(2,381)	101%
Facility Usage Fees	50,472	74,252	147%	60,000	(14,252)	124%
Facility Usage Deposits	3,660	3,997	109%	1,603	(2,394)	249%
Inspections Reimbursable	-	-	-	-	-	-
Planning Contributions-Developers	-	-	-	-	-	-
Sponsorship & Event Revenue	6,290	14,872	236%	14,870	(2)	100%
Broadband Service Fees	9,985	23,335	234%	-	(23,335)	-
TOTAL CHARGES FOR SERVICES	\$ 184,231	\$ 313,320	170%	\$ 267,473	\$ (45,847)	117%
FINES & FORFEITURES						
Fines & Forfeits	\$ 35,455	\$ 42,574	120%	\$ 33,000	\$ (9,574)	129%
Police Surcharge	7,018	8,543	122%	7,000	(1,543)	122%
Police Miscellaneous	6,760	9,236	137%	7,000	(2,236)	132%
Police Grants	10,767	25,676	238%	24,989	(687)	103%
Special Duty Reimbursable	9,157	25,426	278%	30,000	4,574	85%
Charitable Organization Fee	-	-	-	-	-	-
TOTAL FINES & FORFEITURES	\$ 69,158	\$ 111,454	161%	\$ 101,989	\$ (9,465)	109%
MISCELLANEOUS REVENUE						
Interest & Penalties Total	\$ 5,801	\$ 206,571	3561%	\$ 154,200	\$ (52,371)	134%
Contributions & Donations	-	-	-	-	-	-
Rental Income	19,229	21,650	113%	20,000	(1,650)	108%
Sales of Fixed Assets	-	14,000	-	14,000	-	100%
Insurance Proceeds	9,652	8,278	86%	27,337	19,059	30%
Other Miscellaneous Revenue Total	120,334	14,747	12%	15,588	841	95%
Total Miscellaneous revenue check	-	-	-	-	\$ -	-
TOTAL MISCELLANEOUS REVENUE	\$ 155,017	\$ 265,247	171%	\$ 231,125	\$ (34,122)	115%

TOWN OF EAGLE - GENERAL FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2022

	PY ACTUAL	YTD ACTUAL	% TO PY	REVISED BUDGET	UNEARNED	% TO BUDGET
TRANSFERS FROM OTHER FUNDS						
Water Fund	\$ -	\$ 89,473	-	\$ 89,473	\$ -	100%
Wastewater Fund	-	64,806	-	64,806	-	100%
Refuse Fund	20,000	20,000	100%	20,000	-	100%
Open Space		15,855		15,855		
TOTAL TRANSFERS FROM OTHER FUNDS	\$ 20,000	\$ 190,134	951%	\$ 190,134	\$ -	100%
TOTAL GENERAL FUND REVENUES	\$ 10,349,619	\$ 12,129,969	117%	\$ 11,604,425	\$ (525,544)	105%
EXPENDITURES						
	PY ACTUAL	YTD ACTUAL	% TO PY	REVISED BUDGET	UNEXPENDED	% TO BUDGET
TOWN COUNCIL	\$ 245,208	\$ 145,156	59%	\$ 150,681	\$ 5,525	96%
GENERAL GOVERNMENT	391,629	330,020	84%	453,123	123,104	73%
GENERAL ADMINISTRATION	655,025	681,152	104%	767,925	86,773	89%
INFORMATION TECHNOLOGY	-	625,396	-	712,685	87,289	88%
COMMUNITY DEVELOPMENT	806,266	1,083,885	134%	1,126,587	42,702	96%
STREETS	891,610	1,780,880	200%	1,878,102	97,222	95%
ENGINEERING	213,092	302,755	142%	322,717	19,962	94%
BUILDINGS & GROUNDS	726,947	789,369	109%	963,080	173,711	82%
PUBLIC SAFETY	1,931,118	2,304,243	119%	2,578,605	274,362	89%
MUNICIPAL COURT	76,614	73,626	96%	81,070	7,444	91%
INFORMATION CENTER	33,411	20,688	62%	24,759	4,071	84%
MARKETING & EVENTS	240,400	366,444	152%	417,047	50,603	88%
TRANSFERS TO OTHER FUNDS	2,190,000	3,215,000	147%	3,215,000	-	100%
TOTAL GENERAL FUND EXPENDITURES	\$ 8,401,320	\$ 11,718,614	139%	\$ 12,691,381	\$ 972,767	92%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 1,948,299	\$ 411,355	21%	\$ (1,086,956)	\$ (1,498,311)	-38%

TOWN OF EAGLE - WATER FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2022

	PY ACTUAL	YTD ACTUAL	% TO PY	REVISED BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
Debt Service Surcharge	\$ 468,440	\$ 475,812	102%	\$ 475,660	\$ (152)	100%
Water Sales - In Town	3,460,360	3,467,233	100%	3,446,000	(21,233)	101%
Water Sales - Out Of Town	524,021	525,720	100%	521,635	(4,085)	101%
Water Materials & Other	87,930	70,827	81%	84,000	13,173	84%
Plant Investment Fees (Tap Fees)	738,960	995,451	135%	935,000	(60,451)	106%
Water Fund Interest	4,673	228,176	4883%	184,000	(44,176)	124%
Water Rights Interest	493	17,943	3638%	14,000	(3,943)	128%
Grants	-	5,000	-	-	(5,000)	-
Service Charge	16,880	19,265	114%	17,500	(1,765)	110%
Reimbursable Income	1,796	1,009	56%	-	(1,009)	-
Water Miscellaneous	664	-	0%	-	\$ -	-
TOTAL WATER FUND REVENUE	\$ 5,304,218	\$ 5,806,435	109%	\$ 5,677,795	\$ (128,640)	102%
EXPENDITURES						
TOTAL WATER FUND EXPENDITURES	\$ 6,027,031	\$ 3,126,454	52%	\$ 3,747,899	\$ 621,445	83%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ (722,813)	\$ 2,679,981	-371%	\$ 1,929,896	\$ (750,085)	139%

TOWN OF EAGLE - WASTEWATER FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2022

	PY ACTUAL	YTD ACTUAL	% TO PY	REVISED BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
Wastewater Sales	\$ 2,768,846	\$ 2,889,907	104%	\$ 2,885,230	\$ (4,677)	100%
Wastewater Plant Investment Fees (Tap Fees)	341,000	597,800	175%	565,000	(32,800)	106%
Wastewater Interest	3,038	133,136	4383%	88,000	(45,136)	151%
Miscellaneous	83	-	0%	-	-	-
TOTAL WASTEWATER FUND REVENUE	\$ 3,112,966	\$ 3,620,843	116%	\$ 3,538,230	\$ (82,613)	102%
EXPENDITURES						
TOTAL WASTEWATER FUND EXPENDITURES	\$ 2,084,663	\$ 2,385,657	114%	\$ 2,657,417	\$ 271,760	90%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 1,028,303	\$ 1,235,187	120%	\$ 880,814	\$ (354,373)	140%

TOWN OF EAGLE - REFUSE FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2022

	PY ACTUAL	YTD ACTUAL	% TO PY	REVISED BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
Trash Fees	\$ 594,401	\$ 624,474	105%	\$ 624,000	\$ (474)	100%
Yardwaste Fees	41,212	41,456	101%	41,400	(56)	100%
Admin Fee	25,773	27,585	107%	27,500	(85)	100%
Interest	104	5,223	5027%	3,645	(1,578)	143%
TOTAL REFUSE FUND REVENUE	\$ 661,491	\$ 698,737	106%	\$ 696,545	\$ (2,192)	100%
EXPENDITURES						
TOTAL REFUSE FUND EXPENDITURES	\$ 655,807	\$ 668,886	102%	\$ 688,085	\$ 19,199	97%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 5,684	\$ 29,851	525%	\$ 8,460	\$ (21,391)	353%

TOWN OF EAGLE - STORMWATER FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2022

	PY ACTUAL	YTD ACTUAL	% TO PY	REVISED BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
Stormwater Fees	\$ 81,530	\$ 90,320	111%	\$ 90,000	\$ (320)	100%
Interest	-	1,674	-	1,270	(404)	132%
TOTAL STORMWATER FUND REVENUE	\$ 81,530	\$ 91,994	113%	\$ 91,270	\$ (724)	101%
EXPENDITURES						
TOTAL STORMWATER FUND EXPENDITURES	\$ 1,297	\$ 3,876	299%	\$ 38,965	\$ 35,089	10%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 80,233	\$ 88,118	110%	\$ 52,305	\$ (35,813)	168%

TOWN OF EAGLE - CAPITAL IMPROVEMENTS FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING DECEMBER 31, 2022

	PY ACTUAL	YTD ACTUAL	% TO PY	REVISED BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
Capital Improvements Interest	\$ 2,504	\$ 114,643	4578%	\$ 90,000	\$ (24,643)	127%
Community Enhancement Interest	84	5,478	6508%	4,180	(1,298)	131%
Devolution & Transportation Interest	805	29,195	3627%	22,500	(6,695)	130%
Community Enhancement Fund	48,126	50,906	106%	49,440	(1,466)	103%
Developer Contribution - Grand Ave.	180,807	-	0%	-	-	-
Public Safety Impact Fees	905	63,957	7067%	63,957	(0)	100%
Street Impact Fees	36,087	32,948	91%	32,948	(0)	100%
Use Tax	575,591	828,862	144%	705,000	(123,862)	118%
Grants	131,250	-	0%	-	-	-
Transfer From General Fund	1,890,000	3,000,000	159%	3,000,000	-	100%
TOTAL CAPITAL IMPROVEMENTS FUND REVENUE	\$ 2,866,159	\$ 4,125,990	144%	\$ 3,968,025	(157,965)	104%
EXPENDITURES						
TOTAL CAPITAL IMPROVEMENT FUND EXPENDITURES	\$ 1,539,968	\$ 1,216,072	79%	\$ 1,912,167	696,095	64%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 1,326,192	\$ 2,909,918	219%	\$ 2,055,858	(854,060)	142%

TOWN OF EAGLE - SALES TAX CAPITAL IMPROVEMENTS FUND (STCIF)
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING DECEMBER 31, 2022

	PY ACTUAL	YTD ACTUAL	% TO PY	REVISED BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
Sales Tax	\$ 868,929	\$ 998,524	115%	\$ 967,000	\$ (31,524)	103%
Grants	-	-	-	-	-	-
Interest - Colotrust	613	35,234	5744%	23,306	(11,928)	151%
Miscellaneous	201	-	0%	-	-	-
Contributions & Donations	57,964	5,000	9%	5,000	-	100%
TOTAL STCIF REVENUE	\$ 927,708	\$ 1,038,758	112%	\$ 995,306	(43,452)	104%
EXPENDITURES						
TOTAL STCIF EXPENDITURES	\$ 480,934	\$ 472,170	98%	\$ 986,769	514,599	48%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 446,774	\$ 566,588	127%	\$ 8,537	(558,051)	6637%

TOWN OF EAGLE - OPEN SPACE FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING DECEMBER 31, 2022

	PY ACTUAL	YTD ACTUAL	% TO PY	REVISED BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
Lodging Tax	\$ 230,678	\$ 249,468	108%	\$ 245,000	\$ (4,468)	102%
Penalty & Interest	1,162	656	56%	700	44	94%
Open Space Interest	156	11,708	7492%	9,300	(2,408)	126%
State Grants	5,000	-	0%	-	-	-
Intergovernmental Contributions	5,000	-	0%	2,062	2,062	0%
Transfer from General Fund	300,000	150,000	50%	150,000	(150,000)	100%
TOTAL OPEN SPACE FUND REVENUE	\$ 541,996	\$ 411,832	76%	\$ 407,062	\$ (4,770)	101%
EXPENDITURES						
TOTAL OPEN SPACE FUND EXPENDITURES	\$ 206,750	\$ 348,912	169%	\$ 389,657	\$ 40,745	90%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 335,246	\$ 62,920	19%	\$ 17,405	\$ (45,515)	362%

TOWN OF EAGLE - CONSERVATION TRUST FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING DECEMBER 31, 2022

	PY ACTUAL	YTD ACTUAL	% TO PY	REVISED BUDGET	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES						
Lottery Proceeds	\$ 42,278	\$ 47,859	113%	\$ 45,000	\$ (2,859)	106%
Conservation Trust Interest	59	2,463	4154%	1,710	(753)	144%
TOTAL CONSERVATION TRUST FUND REVENUE	\$ 42,338	\$ 50,322	119%	\$ 46,710	\$ (3,612)	108%
EXPENDITURES						
TOTAL CONSERVATION TRUST FUND EXPENDITURES	\$ 35,789	\$ 23,984	67%	\$ 24,000	\$ 16	100%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 6,549	\$ 26,338	402%	\$ 22,710	\$ (3,628)	116%



To: Mayor Turnipseed and Town Council

From: Nikki Davis, Community Development

Date: February 28, 2023

Agenda Item: Resolution 11, Series 2023, “A Resolution of the Town Council of the Town of Eagle, Colorado Appointing _____ and _____ to Fill Two Vacancies on the Town of Eagle Planning and Zoning Commission”

REQUEST:

For Town Council to review the applications and approve two (2) new Planning and Zoning Commission members. One appointment shall serve as a Regular Member; the other appointment shall serve as First Alternate.

INTRODUCTION:

The terms for Commissioners Charlie Perkins and Kyle Hoiland expire on February 28, 2023. Notably, both Commissioners have held long-standing seats on the board: Charlie Perkins was appointed in 2015 and Kyle Hoiland in 2016. With many years of service to the Town, both Commissioners have elected not to renew their terms.

In addition to appointing two new Commissioners to fill vacancies, staff also recommends reclassifying Jamie Woodworth Foral from First Alternate to a Regular Member. Jamie’s term would remain as scheduled, beginning August 16, 2022, and expiring on February 28, 2026.

ANALYSIS:

The Town prepared advertisements to recruit community members to serve on the Commission. Applicants were asked to respond to a set of questions and provide a letter of interest and resume. Staff received and reviewed two applications from the following candidates:

1. Weston Arbogast
2. Keith Montag

After thorough review of the applications and interviews held by the Community Development Director, staff believes both candidates are well qualified to serve on the Commission and perform the civic duties of the role.

Weston Arbogast, a professional engineer by trade, continues to express his passion for serving our community, seeking ways to contribute his technical expertise for the advancement of Eagle. He is enthusiastic about the town’s growth and is committed to being a part of the development process. Most notably, Weston was a candidate during the 2021 Town of Eagle General Election pursuing a seat on Town Council.

Keith Montag, a 30-year Eagle resident, offers a breadth of knowledge and diverse experience in municipal governance. As a former Community Development Director, then County Manager, both at Eagle County, Keith can contribute meaningful advice and opinions in areas of land use planning & process, long-range/master planning, economic development, and sustainability.

While each candidate showcased their unique abilities to serve on the Commission, staff recommends appointing Keith Montag to serve as a Regular Member and Weston Arbogast to serve as First Alternate.

COMMUNITY INPUT:

Recruitment for the Commission was advertised through the Town's website, the Vail Daily, Facebook, Eagle Today e-newsletter, and the Eagle Chamber of Commerce e-newsletter. No public comment was received.

BUDGET / STAFF IMPACT:

There is no anticipated budget impact.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Approval of this request would support the implementation of the Town of the Eagle Strategic Plan, the 2021 Amended Elevate Eagle Comprehensive Plan, as well as the Land Use and Development Code section of the Town's Municipal Code. The Planning and Zoning Commission is an integral part of Town governance. It is critical that the Commission is provided with the resources and support needed to operate without interruption as they review and recommend action on various land use regulations and applications. Filling the Commission vacancies ensures these duties will be achieved effectively.

APPOINTMENTS:

_____ is hereby appointed to the Town of Eagle Planning and Zoning Commission to serve as a Regular Member with a term beginning March 7, 2023, and expiring February 28, 2027.

_____ is hereby appointed to the Town of Eagle Planning and Zoning Commission to serve as First Alternate with a term beginning March 7, 2023, and expiring February 28, 2027.

Jamie Woodworth Foral is hereby reclassified from First Alternate to Regular Member and will continue her scheduled term which began August 16, 2022 and will expire February 28, 2026.

The attached resolution is in draft form, pending Council decision. The final version will be presented for the Mayor's signature following Town Council's approval.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to **APPROVE** Resolution 11, Series 2023, A Resolution of the Town Council of the Town of Eagle, Colorado Appointing _____ and _____ to Fill Two Vacancies on the Town of Eagle Planning and Zoning Commission.

ATTACHMENTS:

- Resolution 11, Series 2023
- Candidates' Applications & Resumes

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 11
(Series of 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPOINTING _____ AND _____ TO FILL TWO VACANCIES ON THE TOWN
OF EAGLE PLANNING AND ZONING COMMISSION.

WHEREAS, Charlie Perkins and Kyle Hoiland both held long standing seats on the Planning and Zoning Commission, with terms expiring February 28, 2023; and

WHEREAS, the vacant positions have been advertised in the Vail Daily, on the Town's website, e-newsletters, and social media seeking applicants; and

WHEREAS, two applications were received in interest for the positions by Weston Arbogast and Keith Montag seeking interest; and

WHEREAS, subsection (A) of Section 2.24.020 of the Eagle Municipal Code provides that the Town Planning and Zoning Commission shall consist of seven members appointed by the Town of Eagle Town Council. The term of the appointed members of the Commission shall expire on February 28, 2027 or until the successor takes office; and

WHEREAS, subsection (D) of Section 2.24.020 of the Eagle Municipal Code provides that if the vacancy is of a Regular Member, the First Alternate shall fill the remainder of the unexpired term and a new First Alternate shall be appointed by the Town Council.

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

Section 1. That _____ is hereby appointed to the Town of Eagle Planning and Zoning Commission to serve as a Regular Member and _____ is hereby appointed to serve as the new First Alternate. Both terms will begin on March 7, 2023 and expire on February 28, 2027. In addition, Jamie Woodworth Foral has been reclassified from First Alternate to Regular Member and will continue her scheduled term which began August 16, 2022 and will expire February 28, 2026.

INTRODUCED, READ, PASSED, AND ADOPTED ON FEBRUARY 28, 2023.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Weston R. Arbogast

101 Shorthorn Dr
P.O. Box 6452
Eagle, CO 81631
913-481-4107

Nikki Davis
Community Development
Town of Eagle
200 Broadway, PO Box 609
Eagle, CO 81631

January 6th, 2023

RE: Town of Eagle Planning & Zoning Commission Vacancy

Dear Nikki,

Since I ran for Town Council in November 2020, I've continued to stay active and involved with various Town of Eagle community engagement meetings, council meetings, even helping give some feedback for the Adam Palmer fund. With the current vacancy in the Planning & Zoning (P&Z) commission, I'd love to continue helping the Town of Eagle by filling that vacancy for a 4-yr term.

With my background as a professional engineer where I've worked with developers, architects, owners, etc. in all different kinds of projects these past 10 years, I believe I'd be a good fit to help develop the Town of Eagle into a prosperous and inviting community by joining the P&Z commission.

Currently I work 100% from my home here in Eagle and have a loose work schedule that would allow me to keep up with my responsibilities as a commission member. Although I do travel from time-to-time, I'm always available through teleconference.

Warm Regards,

Weston R. Arbogast, P.E.

ATTACHMENTS:

Resume – Weston R. Arbogast

westonarbogast@gmail.com | (913) 481-4107



Weston R. Arbogast

101 Shorthorn Dr., Eagle
westonarbogast@gmail.com
Cell: (913) 481-4107

EDUCATION

Kansas State University, Manhattan, KS **2006—Dec. 2011**
• ***B.S. in Architectural Engineering***
Kansas State Board of Technical Professions
Exams Passed: Fundamentals of Engineering Exam (FE) **Fall 2010**
Professional Engineering Boards Exam (PE) **Fall 2016**
Status: Licensed Professional Engineer (State of Colorado)

EMPLOYMENT

WINT – Water Intelligence – Smart Water Metering & Leak Detection **June 2021 – Present**
MEP Business Development & Specification Engineer
• Building WINT's business with MEP/Architect firms and getting specified into new & existing project designs.

BG Buildingworks, Inc., Avon, CO **Feb. 2019 – June 2021**
Lead Mechanical Project Engineer
• Lead HVAC & Plumbing System's project engineer for high-end custom homes & commercial buildings.
• Energy Analysis & utility cost estimation's specialist
Commissioning (Cx) Project Engineer
• Project Commissioning Authority (CxA) agent for LEED certification projects.

InSite Group, Inc., Blue Springs, MO **June 2017 – Jan. 2019**
MEP Contract Engineer (Part-Time)
• Assist with MEP design, system commissioning, test & balancing, and implementation of office Revit standards.
• Area of focus: process cooling/heating systems for pharmaceutical research/manufacturing, power generation plants, battery manufacturing.

Bison Design Co., Kansas City, MO (Start-Up) **Feb. 2017 - April 2018**
Co-Owner, Furniture & Wood Home Goods Designer/Builder

Enginuity Consulting Engineers, Wichita, KS **June 2014 (Co. inception) - Feb. 2017**
MEP Project Engineer
• MEP project manager for a wide range of small to large commercial buildings.

InSite Group, Inc., Wichita, KS **Feb. 2012 - June 2014**
MEP Design Engineer

HONORS and ACTIVITIES

Volunteer Assistant Baseball Coach, Gypsum, CO **Spring 2019 - Present**
Eagle Valley High School, Varsity, Junior Varsity & Summer Ball

ASHRAE **Winter 2022 - Present**
Rocky Mountain Chapter

Big Brothers Big Sisters, Wichita, KS **Fall 2013 – Winter 2017**
Big Brother to a young area teen

Outdoor Mentors, Inc. **Fall 2013 – Winter 2017**
Former Committee Member, Active Volunteer

TECHNICAL BACKGROUND SKILLS

Revit MEP, AutoCad MEP, RETScreen, Procore Management Software,
TraneTRACE700, AGi32, Visual, ArchiCAD (3D),
Surveying, Microsoft Office Programs, Quickbooks
References available upon request

Nikki Davis

From: Jenny Rakow
Sent: Friday, January 6, 2023 11:42 AM
To: Nikki Davis
Subject: FW: Online Form Submittal: Town Council & Planning Commission Application - Vacancies Only

Jenny Rakow, CMC

Town Clerk & Municipal Court Supervisor

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9623, Fax: 970-328-5203

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Friday, January 6, 2023 11:07 AM
To: Clerk Group <clerk@townofeagle.org>
Subject: Online Form Submittal: Town Council & Planning Commission Application - Vacancies Only

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Town Council & Planning Commission Application - Vacancies Only

Select the Council,
Commission, or Committee
applying for

Planning & Zoning Commission

PERSONAL INFORMATION

First Name Weston

Last Name Arbogast

Address1 101 Shorthorn Dr

Address2 PO Box 6452

City Eagle

State	CO
Zip	81631
Email Address	westonarbogast@gmail.com
Contact Phone Number	9134814107
Business Address	101 Shorthorn Dr
Business Phone Number	9134814107
Occupation	Engineer

(Section Break)

TOWN COUNCIL ELIGIBILITY AFFIRMATION

By answering these questions for a Town Council vacancy, the applicant is affirming all criteria are met pursuant to the Town's Charter. Those applying for a Planning Commission vacancy are also encouraged to provide the following information.

Are you a United States Citizen?	Yes
Are you a registered elector of the Town of Eagle?	Yes
Have you been an Eagle resident no less than 12 consecutive months?	Yes
Length of Residency in Eagle	3.5 yrs
Are you a registered voter and eligible to vote in the Colorado General Election?	Yes

(Section Break)

EDUCATION AND HOBBIES

High School	Dodge City High School
College	Kansas State University, BS
Trade or Business School	<i>Field not completed.</i>

Hobbies	Baseball, hunting, fishing, skiing, MTB, dirtbiking, rock climbing, wood working, gardening, rafting
---------	--

(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	No
---	----

If yes, which	<i>Field not completed.</i>
---------------	-----------------------------

Please list organization memberships and positions held	<i>Field not completed.</i>
---	-----------------------------

Please List Areas of Special Interest	<i>Field not completed.</i>
---------------------------------------	-----------------------------

(Section Break)

ADDITIONAL QUESTIONS

1. What opportunities does the Town of Eagle have?	The Town of Eagle has the opportunity to be the most sought after place to live in the Vail Valley, mainly due to the close community aspect of our non-tourist based economy. This is what makes people love this town, and helping build and promote more of that as the base core value of the Town of Eagle will make us prosper for generations to come.
--	---

2. What challenges currently exist in the Town of Eagle?	Bringing in new business and those business being sustainable long term. Most of the successful businesses here are those that mainly serve other communities in this valley. The businesses that rely solely on local traffic and our local economy here seems to struggle. Figuring out how to keep our community economy strong and self sustaining is a major challenge moving forward.
--	---

3. As a Council/Committee Member, how would you approach these challenges?	Work on building the community, marketing to them to keep it local, create events to bring our community together regularly, and working with local business owners & future business owners to help us building and promote the core value of community building.
--	--

Please include a letter of interest and resume with your submittal.	ToE - PnZ Letter of Interest - Weston Arbogast 1.2023.pdf
---	---

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Nikki Davis

From: Jenny Rakow
Sent: Wednesday, January 18, 2023 4:56 PM
To: Nikki Davis
Subject: FW: Online Form Submittal: Town Council & Planning Commission Application - Vacancies Only

Jenny Rakow, CMC

Town Clerk & Municipal Court Supervisor

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

Phone: 970-328-9623, Fax: 970-328-5203

CLICK BELOW FOR TOWN WEBSITE, NEWS, EVENTS OR TO PROVIDE FEEDBACK:



Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-200.1, et seq.

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, January 18, 2023 4:55 PM
To: Clerk Group <clerk@townofeagle.org>
Subject: Online Form Submittal: Town Council & Planning Commission Application - Vacancies Only

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Town Council & Planning Commission Application - Vacancies Only

Select the Council,
Commission, or Committee
applying for

Planning & Zoning Commission

PERSONAL INFORMATION

First Name	Keith
Last Name	Montag
Address1	153 Sawmill Circle
Address2	PO Box 1886
City	Eagle

State	Colorado
Zip	81631
Email Address	kpmontag@gmail.com
Contact Phone Number	7208771818
Business Address	<i>Field not completed.</i>
Business Phone Number	<i>Field not completed.</i>
Occupation	Retired

(Section Break)

TOWN COUNCIL ELIGIBILITY AFFIRMATION

By answering these questions for a Town Council vacancy, the applicant is affirming all criteria are met pursuant to the Town's Charter. Those applying for a Planning Commission vacancy are also encouraged to provide the following information.

Are you a United States Citizen?	Yes
Are you a registered elector of the Town of Eagle?	Yes
Have you been an Eagle resident no less than 12 consecutive months?	Yes
Length of Residency in Eagle	30 years
Are you a registered voter and eligible to vote in the Colorado General Election?	Yes

(Section Break)

EDUCATION AND HOBBIES

High School	West Bend Iowa
College	University of Colorado
Trade or Business School	<i>Field not completed.</i>
Hobbies	hiking, biking, fishing, golf, sports

(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served
on other Boards,
Commissions, or
Committees?

Yes

If yes, which

Clear Creek Economic Council, Clear Creek County

Please list organization
memberships and positions
held

American Institute of Certified Planners (AICP)
International City and County Managers Association (ICMA)

Please List Areas of Special
Interest

Planning, Management, Visioning, Organizational Functionality,
Outdoor and indoor recreational sports, etc.

(Section Break)

ADDITIONAL QUESTIONS

1. What opportunities does
the Town of Eagle have?

Given the beauty and aesthetics of our town, there are numerous elements that we can take advantage to further opportunity to enhance our community - outdoor recreation, Eagle River, trail systems, wildlife, dedicated and engaged citizens, continued business and commercial opportunities, etc.

2. What challenges
currently exist in the Town
of Eagle?

As experienced throughout the country, affordable and attainable housing is a challenge/opportunity. However, as with any type of land use, we must create a balanced growth scenario whereby a healthy tax base is maintained without creating an unsustainable community relative to the impacts associated with smart growth. Traffic and infrastructure challenges/opportunities must be adequately addressed as growth continues to occur. As the old saying goes, "don't kill the goose that lays the golden egg"!

3. As a Council/Committee
Member, how would you
approach these challenges?

I like to use the word "opportunity" rather than challenges. It's important to create/enhance an overall vision for the town and ensure the master plan supports that vision. The Town has done a good job of land use planning to date, however in this ever changing environment, we must continually "check and balance" the plan to what is actually happening in the community. It's imperative to have good communication among all the players - citizens, property owners, business owners, Council, Planning Commission, staff, and visitors of our community. Not everyone will be in agreement however it's important to come to a consensus.

Please include a letter of interest and resume with your submittal.

[Letter and Resume.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

Date: January 18, 2023

To Whom it May Concern:

From: Keith Montag

RE: Planning Commission Application

Please accept this letter as my intent to apply for a vacancy on the Town of Eagle Planning Commission. I feel my qualifications and background are relevant to serving on the Planning Commission and could provide meaningful assistance in all aspects of the role. As a recent retiree, I have the time, commitment, and desire to participate in this public service to my community.

As a member of the Planning Commission, I feel it's important to listen, learn, and assist in providing a sustainable vision for the Town. With input and guidance from the Planning Commission, the Town's professional staff are very capable of establishing the protocol and framework to create a land use vision and master plan. It would be an honor to work with Council, staff, and the community to reach our mutual goals.

I have been an Eagle resident for the past 30 years and am familiar with the challenges/opportunities that we as a community are facing today and into the future. I would appreciate the chance to assist in the process.

Thank you for your consideration.

Sincerely,

Keith P. Montag

Keith Montag
PO Box 1886
Eagle, CO 81631
kpmontag@gmail.com
720-877-1818

Executive Leader

Strategic Analytical Innovative Passionate

I am a strategic thinker with a solid professional background of delivering decisive, action-driven leadership. I possess a broad base of skills, with a proven track record for responsibility, accountability, and clear communication. I'm creative and an organizational innovator with exceptional people skills, comfortable motivating and leading diverse work groups and interfacing with the public and the news media. I have 40 years of demonstrated talent and diverse experience in a variety of performance oriented positions.

Executive Competencies

- Executive Management
- Organizational Leadership
- Communication
- Team Building and Staff Development
- Negotiation, Facilitation, and Consensus Building
- Budget Development and Financial Management
- Economic Development
- Human Resource Management
- Organizational Restructuring
- Program and Project Development and Management
- Strategic Thinking, Planning and Execution
- Building Partnerships and Strategic Alliances
- Collaboration and Team Player
- Land Use Planning and Process
- Analytical Thinker
- Adaptable and Open Minded
- Innovator
- Exemplary Customer Service
- Responsive to Diverse Political Situations

Professional Experience

Clear Creek County Government – Georgetown, CO Nov. 2014 – Present County Manager

I am responsible for overall county administration and provide operational guidance to 21 departments and 200 employees under the jurisdiction and authority of the Board of County Commissioners with an annual budget of \$35M. I am also responsible for ensuring that a balanced budget is created and the policies of the Board are implemented in an effective and timely manner. My leadership and fiscal abilities are evident in this position as the County is facing budget challenges given our major source of revenue (the Henderson Mine) is substantially declining.

Key Responsibilities and Achievements:

- Reorganized the operational structure of Clear Creek County by identifying opportunities for efficiencies and synergies to yield a more effective and functional organization. This has resulted in appropriate downsizing and service level adjustments.
- Working with the Board, create an annual strategic plan that identifies priorities, goals, and an implementation strategy for Clear Creek County.
- Developed a set of “operating agreements” for the Board to utilize during their communication, interaction and engagement.
- Created a communication protocol to keep the Board of County Commissioners informed and engaged in significant operational activities in the County, as well as obtaining input and direction from the Board on policy formulation and implementation. In addition, enhanced the County’s public communication by establishing numerous methodologies to share information and provide transparency.
- Provided leadership and management of numerous key County infrastructure upgrades – Sheriff Offices remodel; District and County Courtroom remodel; Energy Performance Contract.
- Created an internal Leadership Team consisting of key County personnel to provide assistance in problem identification and solution implementation.
- Engaged and partnered with the Office of Economic Development and International Trade (OEDIT) to create a Clear Creek County Mini Blueprint that outlines short-term and long-term action items to ensure future economic success in the County, including recreation management. We are currently implementing this plan.
- Represent Clear Creek County as a voting member on the Clear Creek Economic Development Council who provides economic development services to the County and municipalities.

- Developed a set of Financial/Budget policies that includes fiscal management, capital improvement programs, revenue and expenditure policies, budget preparation, and grant management.
- Partnered with the Division of Local Affairs (DOLA) to obtain grant funding that provided the Center for Performance Based Budgeting (CPBB) to assist the County in the evaluation of all of our services, including a cost-benefit analysis to find efficiencies and cost savings. This effort is assisting with our annual budget process.
- Supported and managed the creation of a full time health care clinic in the County which previously had no medical doctor located in our jurisdiction. This was accomplished through a partnership with Centura Health.
- Supported and managed the creation and implementation of an intra-County transit system to provide local transportation in Clear Creek County.
- Assisted the Board on enhancing County relationships with the Colorado Department of Transportation (CDOT) relative to transportation issues facing the County, with emphasis on the I-70 corridor.
- Partnered with the Colorado Department of Public Health and Environment (CDPHE) to perform an evaluation of the County Emergency Medical and Trauma Services (EMS). The purpose was to review and evaluate the components of the EMS system for agency improvement and enhancement. Under my direction, we are currently implementing over 50 recommendations that were a result of the evaluation.
- Created a culture of providing exemplary customer service in the County by defining and implementing service goals and expectations.

**Eagle County Government – Eagle, CO
County Manager**

Dec. 2008 – Oct. 2014

As County Manager, I ensured the advancement of Eagle County's mission to be a model of excellence for mountain communities and provided support and action to assist the Board of County Commissioners in developing strategic vision and public policy. I provided leadership and operational guidance to over 25 departments and 450 employees with an annual budget of \$100M to ensure the policy and vision of the Board was clearly communicated and effectively implemented. I served as the communication liaison between Board and department directors and coordinated county resources to accomplish the objectives of the Board.

Key Responsibilities and Achievements:

- Identified and implemented numerous productivity improvements including a resource sharing program and a budget "think tank" which resulted in FTE reduction and budget savings.
- Guided the Organization through a very challenging economic downturn with subsequent budget ramifications. In fact, the county has strengthened its financial position and maintained our service levels while experiencing a 20% reduction in work force – we continue to do more with less.

- Promoted communication and transparency both within the Organization as well as throughout the community by providing numerous opportunities for staff and public observation, input and discussion on relevant issues.
- Expanded partnerships and collaboration with towns and other community groups to identify common issues for regional solutions and opportunities for resource and cost sharing.
- Collaborated with the Board of County Commissioners to restructure the Organization for better utilization of resources and provision of services.
- Enhanced organizational strategic planning by working directly with the Board of County Commissioners to determine vision and priorities which then translated into implementable actions to achieve positive outcomes.
- Created a culture of stability with my “common sense” approach to issues, challenges, opportunities, and successes.
- Facilitated, traversed, and managed change on the Board of County Commissioner membership over the past six years.
- Ensured our emergency operations are fully prepared to handle any unforeseen circumstances that Eagle County may experience. A new operations center has been completed and is operational for responder assistance.
- Continued growth at the Eagle County Regional Airport through partnerships that added flights and services.
- Created an “Actively Green” team to address environmental protection and sustainability throughout the community. Our 15 by 15 policy outlines a 15 percent reduction in spending on energy, fuels, water and paper by 2015.

**Eagle County Government – Eagle, CO
Community Development Director**

March 1990 – December 2008

I was responsible for the overall leadership, direction and management of the Community Development Department which included three divisions and 22 employees with an annual budget of \$3M. This timeframe at Eagle County was unprecedented in terms of an enormous amount of land use and building activity.

Key Responsibilities and Achievements:

- Directed the activities of the Building, Planning and Administration Divisions and supervised associated personnel.
- Formulated and implemented the department vision, goals, objectives, policies, procedures and guidelines. Ensured the department strategic plan was in alignment with the overall organizational vision.
- Responsible for creating land use master plans – ensured appropriate public process was implemented.
- Rewrote the entire Land Use Regulation document to better implement the vision and philosophy of the County master plan.
- Directed the implementation of an automated e-government permit system.
- Developed, maintained, and administered IGA’s associated with the department.

- Ensured that departmental operations were in compliance with local, state, and federal laws as well as best business practices and state-of-the art management methodology.
- Ensured that employee training and skill level was evaluated and proper training programs were established and implemented.
- Coordinated and communicated with various boards, commissions, advisory groups, departments, agencies, citizens and community groups.
- Prepared, implemented and monitored the department budget.
- Represented the department to the public and the news media.

Jefferson County Government – Golden, CO
Planning Supervisor

Sept. 1988 – March 1990

I was responsible for the supervision, administration and coordination of eight land use planners with the Community Planning Section and facilitated the review, revision and update of the County Land Use Regulations.

Key Responsibilities and Achievements:

- Supervision and performance of eight land use planners.
- Case load assignment and monitoring.
- Development and implementation of planning policies, procedures, and programs.
- Coordination, monitoring and scheduling of all public hearings.
- Liaison with County Attorney regarding all legal planning document review.
- Rewriting of zoning and land use codes.
- Development of a monitoring system to evaluate impacts of new regulations.
- County representative on community planning advisory groups.

Jefferson County Government – Golden, CO
Development Review Coordinator

Jan. 1982 – Sept. 1988

Project manager responsible for creating and implementing a new streamlined development review procedure that established overall process consistency and predictability. This included management of a three member work team, data collection and research, agency coordination, and project development. Products included site design guidelines, standard operating procedure manuals, tracking system, and process handbooks. I was also responsible for staff administration and coordination of the land use review process.

Jefferson County Government – Golden, CO
Land Use Planner

Jan. 1978 – Jan. 1982

Responsible for review and analysis of land use applications and subsequent presentation in public hearings. I was also responsible for the collection, categorizing and analysis of data for an automated mapping system and in the creation of comprehensive land use master plans.

Education and Credentials

06/2017	Presented "Advanced Budget Balancing Techniques" at CCI Conference
06/2016	Presented "Economic Impacts on Decreasing Revenues" at CCI
12/2011	Association of Colorado County Administrators (ACCA) – President
01/2009	Member of International City and County Administrators (ICMA)
05/2008	Eagle County Executive Academy graduate
11/2007	Total Quality Fundamentals Certification (Six Sigma)
07/2003	American Institute of Certified Planners, AICP
12/2001	White River Institute Leadership Program
07/1996	Smart Growth and Development Governor's Award
06/1984	Master of Urban Affairs, Graduate School of Public Administration, University of Colorado, Denver.
12/1977	Bachelor of Arts in Geography with emphasis in land use planning Bachelor of Arts in Environmental Conservation, University of Colorado, Boulder.

References will be furnished upon request



To: Mayor and Town Council
From: Larry Pardee, Town Manager, and Jennifer Collins, Vail Honeywagon
Date: February 23, 2023
Agenda Item: Vail Honeywagon – Proposal regarding – Trash, Single-stream Recycling, and Curbside Compost Services for the Town of Eagle.

REQUEST:

The request is for Town Council to review and discuss options for Vail Honeywagon's new updated proposal for Trash, Single-stream Recycling, and Curbside Organic Compost program service for the Town of Eagle.

BACKGROUND:

The Town's goal is to reduce trash while increasing recycling and compost collection for Town of Eagle residents. Increasing this diversion rate is essential in achieving our community-wide climate and sustainability goals. Our contract with Vail Honeywagon runs through March 2025.

On June 14, 2022, Council reviewed and discussed options to implement Trash, Single-stream Recycling, and Curbside Compost program services. First, Laura Hartman from The Palmer Fund presented a compelling presentation recommending Curbside Compost as a critical objective in the Town achieving NetZero2030 goals ([LINK](#)). Next, Jennifer Collins from Vail Honeywagon presented options for consideration on several program approaches where she outlined Platinum, Gold, Silver, and Bronze Level of services, [LINK](#).

ANALYSIS:

Vail Honeywagon's proposal offers three options for Council's review and consideration, which you will see in Jennifer's presentation. Note for all three options presented by Vail Honeywagon, who is requesting an update to extend their contract for ten years as part of the new program services offered. The main reasons are 1) Updated 2023 pricing for the general cost of services, 2) The new costs for new bear-resistant containers, and 3) The addition of an organic matter curbside composting program.

Important to remember once Vail Honeywagon receives a signed agreement from the Town of Eagle, it will take up to 15-18 weeks for new containers to arrive and then another week to disperse in the community.

One of the questions raised is whether the Town of Eagle could change its frequency. Jennifer notes that consistency is the key to trash and recycling services. Vail Honeywagon and the Town already have an influx of weekly calls regarding the recycling schedule.

Vail Honeywagon Program Service Options #1 – Trash, Single-stream Recycling, and Curbside Compost
--

- New Bear Resistant (BR) Trash **64-gal** containers - **Weekly Service**
- Single-stream (SS) recycle **96-gal**, previous trash container - **Biweekly Service**
- New Bear Resistant **32-gal** Organic compost container - **Biweekly Service**
- All containers are to remain the property of Vail Honeywagon
- All containers need to be swapped \$50 charge for normal wear and tear and \$75 for neglect.
- **\$41.75** per month 2023

- Optional Additional Services - 2nd 64-gal BR trash container \$25 per month and 2nd 96-gal Single-stream container \$10 per month
 - 10-year Contract extension
 - A Denver/Boulder CPI annual inflation adjustment and not to exceed a 5% total for any year.
 - A request to revisit the agreement after five years and discuss switching to every other week trash service.
 - Once the 10yr contract has ended, the Town of Eagle will rebid for trash, single stream recycling and compost services.
 - Contamination charges could also apply in the organic's containers after the first 30 days of service

COMMUNITY INPUT:

The summer and fall 2022, Jennifer Collins and Vail Honeywagon hosted several public community engagement meetings in Town Hall Council Chambers, inviting community members to discuss, educate and encourage them to volunteer and sign up for curbside organic compost services.

BUDGET / STAFF IMPACT:

The budget impacts will be each of the community members for monthly services. This is a passthrough to our residents, and staff impacts include helping to communicate and educate our residents on the updated program services and implemented changes.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The updated proposal presented aligns well with our objectives in achieving community-wide climate and sustainability goals, as noted in the following Town resolutions:

- Resolution No. 10, 2017, the county-wide Eagle County Climate Action Plan,
- Resolution No. 45, 2022 Climate Action Collaborative engages local governments, businesses, and nonprofits in working groups focused on GHG reduction in energy supply, transportation, buildings, materials management, carbon sequestration, and water conservation,
- Resolution No. 56 The Town adopts a sustainability goal for achieving Net-Zero carbon emissions for the Town of Eagle government operations by 2028 and the Town of Eagle Community by 2030.
- Resolution No.63, 2022, is a collaborative structure to meet the goals and recommendations of the 2016 Climate Action Plan (CAP) for the Eagle County Community. This Memorandum of Understanding (MOU) supports the creation of a collaborative structure upon which CAC stakeholders can work together and partner to achieve CAP initiatives.

RECOMMENDED ACTION OR PROPOSED MOTION:

Town Staff recommends Council review and considers approving one of the presented options. Should Town Council be ready to make a motion in the affirmative:

1. I move to approve Option #1 program services as outlined in the staff report, and authorize the Mayor to execute final approved contract documents and resolution.

We offer a second alternative noting our contract runs through March 2025:

2. We wait until late first of February 2025 to begin advertising an RFP for all three services – trash, single-stream recycling and organic compost and look to award a new contract agreement March/April 2025.

ATTACHMENTS:

Vail Honeywagon PowerPoint presentation.

AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL SERVICES

THIS AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between 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 Vail Honeywagon Enterprises, LLC, an independent contractor with a principal place of business at 3 Waterway Square Place, Suite 110, The Woodlands, TX 77380 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town previously entered into the Agreement Concerning Refuse Collection and Disposal Services and Curbside Recycling Services with Contractor on February 24, 2009, after issuing a Request for Proposals for such services in October 2008 and receiving a Proposal from Contractor on November 5, 2008;

WHEREAS, the Parties entered into a second Agreement Concerning Refuse Collection and Disposal Services and Curbside Recycling Services with Contractor on March 24, 2015, and a subsequent First Amendment to Agreement Concerning Refuse Collection and Disposal Services and Curbside Recycling Services on March 22, 2016;

WHEREAS, the Town now wishes to enter into this Agreement with Contractor to continue such services; and

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 have the sole and exclusive right within the territorial jurisdiction of the Town, and any territory annexed thereto, to furnish on behalf of the Town, all personnel, labor, equipment, trucks, and other items necessary to provide refuse collection, removal and disposal services and curbside recycling services for residential units, as further set forth in this Agreement and in **Exhibit A**, attached hereto. Contractor shall provide such services to all single-family homes and multi-family complexes of up to and including 8 units (each an "Account") within the Town limits (the "Service Area"). Upon the request of Contractor, the Town shall provide a list of all addresses located within the Service Area.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. 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 terminate 10 years after the Effective Date, unless otherwise terminated as provided herein. After 5 years

from the Effective Date, the Parties shall reasonably confer to determine whether to amend this Agreement to modify the scope of services of this Agreement.

B. If Contractor fails to provide the services specified herein in excess of 5 consecutive, scheduled working days, or fails to operate its services in a satisfactory manner, in the Town's sole determination, for a period in excess of 5 consecutive, scheduled working days, or violates any provisions of this Agreement, the Town shall have the following remedies in addition to any remedies provided at law or in equity:

1. After written notice to Contractor, take over and operate any or all of Contractor's equipment used in performance of this Agreement;
2. Use and operate the same itself until such matter is resolved and Contractor is again able to carry out its operation under this Agreement; or
3. Contract with another service provider or engage in other actions to continue services.

Any operating expenses incurred by the Town pursuant to this provision may be deducted by the Town from compensation due to the Contractor. If Contractor is unable to resume performance of its services under this Agreement to the Town's sole satisfaction, after the expiration of 30 days, the Town may terminate this Agreement, such termination to be effective immediately, and the Town may negotiate with other contractors for the operation of collection services. Any contract the Town enters into with another contractor shall not release Contractor from any liability to the Town for breach of this Agreement or any other damages.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows, subject to an annual adjustment pursuant to the Denver-Boulder Consumer Price Index, not to exceed a 5% annual adjustment during the term of this Agreement:

1. \$41.70 per month for each Account serviced by Contractor. Each Account shall include a 64-gallon bear-resistant trash container, a 96-gallon single-stream recycling container and a 32-gallon bear-resistant organic compost container, serviced in the manner further set forth in **Exhibit A**.
2. An additional \$25.00 per month for each Account requiring a second 64-gallon bear resistant container; and
3. An additional \$10.00 per month for each Account requiring a second 96-gallon single stream recycling container.

B. No fee shall be required for collection of refuse from any public facility location owned by the Town.

C. Town staff may adjust additional fee charges to Accounts in the event any fee is deemed to be in error. Adjustments to Accounts shall be recorded and provided to Contractor and reviewed annually.

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 licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors 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.

C. 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.

V. 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.

VI. 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.

C. 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.

D. 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.

VII. INDEMNIFICATION

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 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.

VIII. 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 pre-paid, first-class United States Mail to the party at the address set forth on the first page of this Agreement.

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

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

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

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

J. *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.

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

HONEYWAGON ENTERPRISES, LLC

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2023, by _____ as _____ of Vail Honeywagon Enterprises, LLC.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

SCOPE OF SERVICES

- 1.1 Litter. Contractor shall not litter in the process of making collections and shall clean up (at its sole expense) any litter caused by it in providing services. However, Contractor shall not be required to collect material that has not been placed in approved containers. All refuse hauled by Contractor shall be contained, tied or enclosed by Account holders so that leaking, spilling or blowing are prevented.
- 1.2 Refuse Transportation. Contractor shall transport and dispose of all waste collected by its vehicles. If Contractor learns it has unintentionally collected toxic or hazardous waste, it shall be obligated to contact the source of such waste to request proper disposal, if the source can be located. If Contractor is unable to determine the sources, it shall reasonably confer with the Town to determine the manner of disposal.
- 1.3 Collection Schedule. Contractor shall provide the Town with maps and schedules of residential collection routes and keep such information current at all times. Recycled materials and trash pickup schedules shall be posted on Contractor's website and distributed annually to each Account holder. When a collection day falls on a legal holiday, refuse shall be collected on the following day. In the event of any changes in routes or schedules that will alter the day of pickup, Contractor shall notify the Town by written notice not less than 30 days prior to the change.
- 1.4 Collection Vehicles. Contractor shall provide an adequate number of vehicles for all collection services under the Agreement. All vehicles and other equipment shall be kept in good repair, appearance, and in sanitary condition at all times. Each side of the vehicle shall clearly display the identity and telephone number of Contractor.
- 1.5 Account Holder Complaints. Contractor shall maintain an office through which it can be contacted by the Town and Account holders. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 am to 4:30 pm on regular collection days. All Account holder complaints shall be addressed within 48 hours. Contractor shall supply the Town with copies of all complaints on a Town-approved form and indicate the disposition of each complaint. Such records shall be available for the Town's inspection at all times during business hours. The forms shall indicate the day and hour on which the complaint was addressed. When a complaint is received on a day preceding a holiday or on a Saturday, the complaint shall be addressed on the next working day.
- 1.6 Permits and Law. Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect. Contractor shall conduct operations in compliance with all applicable laws and municipal regulations.

1.7 Contingency Plans. Contractor shall endeavor to provide service without interruption and shall maintain the following contingency plans:

a. Unforeseen Events or Extreme Weather. In the event of extreme weather or where some other condition prevents Contractor from providing services pursuant to the Agreement, Contractor and the Town will work together to confer and determine whether services can resume and how best to communicate with the residents of the Town. Notification may be provided via Contractor's website or by public service announcements. In such cases, emergency personnel shall have primary authority if safety is a concern. When services resume, Contractor will provide additional trucks and personnel to complete services as soon as possible.

b. Landfill. If Contractor is not able to access the Eagle County Landfill, Contractor will make arrangements to haul refuse to another landfill, at no additional cost to the Town.

c. Hydraulic Spills. All Contractor trucks shall be equipped with "spill kits" and drivers trained to quickly, and in a manner that is accordance with prevailing law, address any hydraulic spills. Contractor shall provide all equipment necessary to clean any such spill, including a hot water pressure washer. Contractor will be expected to work with property owners to ensure that any such clean-up effort is acceptable. The Town shall not incur any liability or expenses related to any such hydraulic spill caused by Contractor.

1.8 Residential Collection Services. Contractor shall provide the following waste receptacles to each new Account (or replace such containers due to wear and tear) and shall provide for the following frequency of service:

a. Trash Containers. Bear-resistant (BR) 64-gallon containers, serviced weekly by Contractor.

b. Recycling Containers. Single-stream (SS) recycling 96-gallon containers, serviced bi-weekly.

c. Compost Containers. Bear-resistant (BR) 32-gallon organic compost containers, serviced bi-weekly.

1.11 Additional Collection Services.

a. Dumpster Accounts. Contractor will collect refuse from any listed properties containing a dumpster 1-3 times per week, depending on the size and location of the dumpster.

b. Community Events. Contractor will provide free of charge 40 yard roll-off containers at a central location for use by residents of the Town during the Town community clean-up in the spring of each year of this Agreement, for Eagle Flight Days

and the Town's Downtown Show with Vail Valley Foundation. The containers will be placed in a location mutually agreed upon by the Parties.

c. Special Events. Contractor shall provide collections services free of charge for the special events listed on Exhibit A-1, attached hereto.

d. Special Items. Contractor will collect "special" refuse items, including for instance, appliances, furniture and yard waste, from Accounts upon reasonable advance notice from the Account Holder and shall be billed in accordance with Exhibit A-2, attached hereto. These charges will be billed to the Town with reference to the date, address and item for pick-up.

1.12 Missed Collections. If refuse is not collected from an Account on a scheduled day of service, Contractor shall determine the reason and respond as follows:

a. If the Account did not have its refuse out at the time of a regularly scheduled collection, Contractor may schedule a return collection trip.

b. If Contractor missed a scheduled collection due to its own error, it will schedule a return collection trip without any additional charge.

1.13 Quarterly Reporting. Within 15 days after the close of each calendar quarter, Contractor shall submit the following information to the Town for the preceding 3 months of service under the Agreement:

a. A current listing of all existing accounts and a total tabulation of all charges occurring during the calendar quarter;

b. How many tons of trash were collected during such time;

c. The estimated tons of acceptable recyclables collected;

d. The Town's revenue share for acceptable recyclables (if any) including calculations;

e. A copy of the customer complaint log;

f. A description of any vehicle accidents or infractions; and

g. A record of any implementation of contingency plans and resolutions.

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 13
(Series of 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING AN AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL
SERVICES WITH VAIL HONEYWAGON ENTERPRISES, LLC

WHEREAS, on February 24, 2009, the Town entered into an Agreement Concerning Refuse Collection and Disposal Services and Curbside Recycling Services with Vail Honeywagon Enterprises, LLC ("Vail Honeywagon), after issuing a Request for Proposals for such services in October 2008 and receiving a proposal from Vail Honeywagon on November 5, 2008;

WHEREAS, on March 24, 2015, the Town and Vail Honeywagon entered into a second Agreement Concerning Refuse Collection and Disposal Services and Curbside Recycling Services, and a subsequent First Amendment to Agreement Concerning Refuse Collection and Disposal Services and Curbside Recycling Services on March 22, 2016; and

WHEREAS, the Town now wishes to enter into a new agreement with Vail Honeywagon to continue such services.

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 Refuse Collection and Disposal Services with Vail Honeywagon in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute such Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON FEBRUARY 28, 2023.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council
From: Brian Lieberman, Open Space and Trails Manager
Date: February 28, 2023

Agenda Item: Proposed Second Gulch Motorized Width Access Change from 50-inches to 72-inches

Request: Staff requests that Council review the Town's motorized width restrictions on the Second Gulch trail and consider if the width restriction should be changed owing to advancements and changes in motorized technology. Provide direction to staff if we should return to Council with a proposed Ordinance to enact any changes.

Background: The Second Gulch trail, starting from the Arroyo Trailhead in Eagle Ranch, is the only motorized trail connecting the Town of Eagle with the adjoining lands managed by the Bureau of Land Management (BLM) in the Hardscrabble area. When Eagle Ranch was developed, Second Gulch was designated as the motorized access route from Town to federal lands. However, the trail was limited to motorized vehicles less than 50 inches in width. The goal of this restriction was to permit Off-Highway Vehicles (OHVs) access to public lands from Town without allowing access for full-size vehicles. The Town did not want this to turn into a destination trailhead or have BLM car traffic routed through neighborhoods.

The 50-inch rule worked well until the types of OHVs on the market started to change. All-Terrain Vehicles (ATVs) were the popular motorized vehicle for many years. Now, the market is dominated by Side by Sides (S x S) and Utility Terrain Vehicles (UTVs). While ATVs are generally less than 50 inches wide, the newer motorized vehicles are typically 60-72 inches wide. For reference, smaller highway-legal jeeps and Toyotas generally are 72+ inches wide.

Certain features on Second Gulch were not built to accommodate the width and weight of larger motorized vehicles, such as the cattle guard at the Town boundary. As a result, the cattle guard and other features have sustained consistent damage over the years due to larger and heavier vehicles accessing the trail. Significant staff time and resources have been invested in maintaining this cattle guard and other features. To address these issues, the BLM and Town staff elected to better enforce the 50-inch restriction by positioning width limiters on the trail to enforce the 50-inch rule.

The enforcement of the width limit was met with concern from the community. Although doing so illegally, until this summer, recreationists could access the trail with larger OHVs. The motorized recreation community has requested that the Town review our regulations to determine if they are still consistent with the 50-inch rule's intent given advancements and changes in motorized technology.

Because the motorized width limit is codified in §6.03.030A of the Eagle Municipal Code, it would require passing an Ordinance to change the rule.

Analysis: Staff from the Town and the Bureau of Land Management (BLM) agree that reviewing the width restriction would be beneficial. The BLM said that they would mimic the decision that the Town makes. Having a path forward will guide future decisions on infrastructure investment and ensure the community is aware of the rules. Staff believes that with investments in infrastructure on the trail, the trail can accommodate larger OHVs while preventing full-size vehicles from using the trail.

The Open Space and Recreation Advisory Committee (OSRAC) discussed this issue at the committee meeting in September 2022. The Committee had some concerns about permitting wider vehicles on the trail but unanimously supported changing the motorized width restriction on the Second Gulch trail from 50 inches to 72 inches.

The Committee's concerns included controlling the speed of vehicles, ensuring there are sightlines and passing areas to navigate the narrow sections of the trail, and purchasing a new cattle guard intended for the weight and width of wider vehicles. If these matters are addressed, OSRAC supports increasing the width limit to permit newer OHVs to access the trail.

The motorized community has emphasized that UTVs and S x S's are equipped with more safety features than traditional ATVs and are easier to drive. As a result, they are the new trend in motorized recreation, and limiting access from Second Gulch requires Eagle residents to trailer their machines to a trailhead rather than riding from their homes.

Upholding the existing rule would likely limit the motorized traffic on Second Gulch owing to the decrease in the popularity of ATVs. Further, the Town would not need to invest in new infrastructure to accommodate the increase in vehicle size and weight.

Community Input: Several members of the motorized community attended the OSRAC meeting in September 2022. Their request was to increase the width limit to permit newer OHVs to access public lands from Eagle safely. In addition, they pointed out that Second Gulch is the only motorized trail in Eagle and that access with the newer OHVs can safely be accommodated with some infrastructure investment.

In the past, staff members have fielded concerns from the community about motorized traffic on Second Gulch. The complaints have mostly been related to speed, etiquette, and noise of motorized users. Some community members have also expressed concern about the dust and damage to the trail caused by motorized use.

Budget/ Staff Impact:

The budget summary below addresses concerns identified by staff, the community, and OSRAC for increasing the width limit on the Second Gulch trail. Staff recommends addressing these before increasing the trail's width limit.

Total budget estimate: \$4,500 and significant staff time involvement

- Improved drainage at the intersection of Arroyo Drive and Second Gulch. \$200 for materials and staff time.

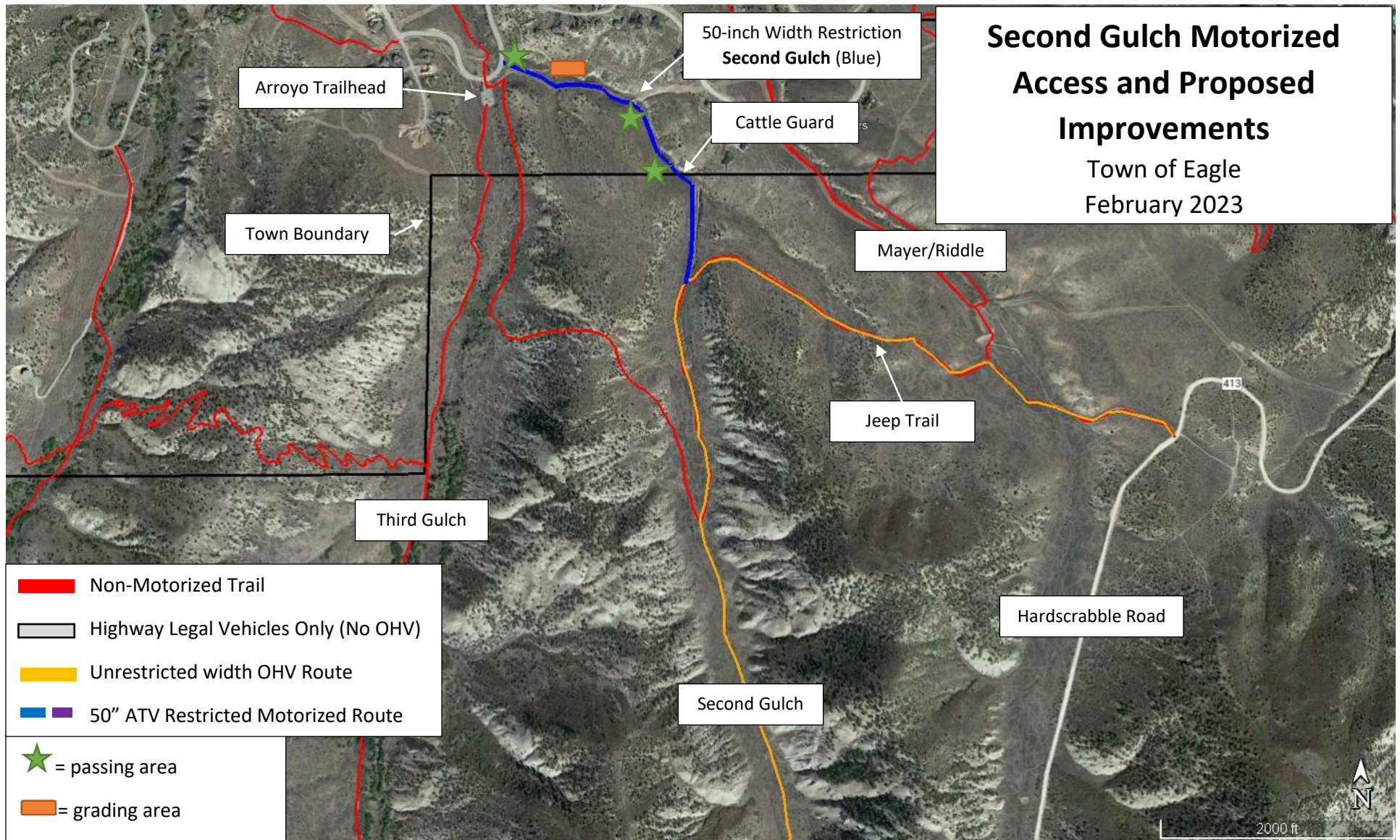
- New etiquette and directional signage and materials. \$600 and staff time.
- Widening three sections for pull-offs and improving sight lines. This will require a machine rental, some materials, and staff time. Likely around \$1,200.
- New 72-inch reinforced Cattle Guard that is bike and pedestrian-friendly. \$2,500 plus staff time to install.
- Some labor could come from the youth corps or Vail Valley Mountain Trails Alliance's Trail Conservation Crew.
- The location of the proposed improvements are shown on Map 1 (attached).

Recommend Action or Proposed Motion: Provide direction to staff if Council would like an Ordinance drafted and brought to the next Council meeting. The only change that would be required is the width limit. §6.03.030A of the Eagle Municipal Code with the proposed changes:

*"Operation of motor vehicles, motor bikes, motorcycles, snowmobiles or off-highway vehicles (OHV) which are less than ~~50 inches~~ **72 inches** in width shall be allowed access to the Hardscrabble Road via the trail going up Second Gulch. Access to such trail is obtained by following the Second Gulch Trail signs from the parking area located at the bottom of Arroyo Drive."*

Attachments:

- Map 1 – Second Gulch Motorized Access and Proposed Improvements Map
- Draft Ordinance



Map 1: Motorized access from the Town of Eagle to BLM Lands via Second Gulch. Non-motorized trails are in red. OHV motorized trails are in orange. Roads that accommodate full-size vehicles are in grey. The section of Second Gulch that is limited to 50-inch width or less is in Blue. The Town of Eagle boundary is in black.

Motorized vehicles above 50-inches must trailer their machines and access BLM lands via Hardscrabble Road above the Forest Service Boundary or from Gypsum. Under 50-inch OHVs can travel from the owner's or operator's residence or place of storage in Eagle directly to Second Gulch to access BLM land.

DRAFT
TOWN OF EAGLE, COLORADO
ORDINANCE NO. XX
(Series of 2023)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
AMENDING SECTION 6.03.030A OF THE EAGLE MUNICIPAL CODE, REGARDING
MOTORIZED USE IN OPEN SPACE AREAS

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

Section 1. Section 6.03.030A of the Eagle Municipal Code is hereby amended as
follows:

Section 6.03.030A – Motorized use in open space areas

Operation of motor vehicles, motor bikes, motorcycles, snowmobiles or off-highway vehicles (OHV) which are less than ~~50 inches~~ **72 inches** in width shall be allowed access to the Hardscrabble Road via the trail going up Second Gulch. Access to such trail is obtained by following the Second Gulch Trail signs from the parking area located at the bottom of Arroyo Drive. See map contained in Section 6.03.130. The operation of any motor vehicle, motor bike, motorcycle, snowmobile or other off-highway vehicle (OHV) in any other open space area is prohibited.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON, XXX
2023.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Public Comments received before 4pm on 2/28/2023 RE: Proposed Second Gulch Motorized Width Access Change from 50-inches to 72-inches

Brian,

Please include my support for the widening of the trails in Eagle to 69" to accommodate the newer OHV's. It is essential that this be done because the more accommodating the town is to the public then the more the public can enjoy the great outdoors. It is there for all of us to use. Let's not limit the trail use to anyone.

Attachments: none

TAB Associates, Inc.
The Architectural Balance

Tab Bonidy, NCARB

No.

I do not support any increased trail size in the proposed area. OHV users have repeatedly shown they can not maintain self control and remain on designated routes. Resulting in habitat damage, new unregulated trails and increased friction between other users such as hunters, anglers and back country enthusiasts. This is a very bad idea to pursue.

Michael Salomone
town of Eagle resident since 1999.

Hello Brian,

I'm out of state and unable to attend the TOE meeting tonight, however wanted to go on record with you as being against the proposed Second Gulch Motorized Width Access Change from 50 inches to 72 inches.

I am against it because it is in a highly sensitive wildlife area, would further destroy wildlife habitat, cause more noise pollution, and eventually lead to additional accesses over time, which further devastates our local elk population and all other wildlife.

We were only given 24 hours notice of this meeting, which is not enough, with the majority of impacted homeowners being away.

Please pass my input on to TOE Council Members and Mayor Turnipseed.

Thank you,

Kate Sheldon, Homeowner
2809 E. Haystack Dr., Eagle Ranch

-----Original Message-----

From: STEVEN MAIROSE <mairosest@aol.com>

Sent: Tuesday, February 28, 2023 4:20 PM

To: Scott Turnipseed <scott.turnipseed@townofeagle.org>

Subject: Last minute HOA announcement

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.

Scott,

I am out of town until this weekend so could not attend tonight's meeting specifically because of the last minute notice by the HOA and TOE.

Proper and timely notice allows me to adjust my work schedule to try and be in town especially for very important issues like our elk herd preservation vs continued efforts to increase human, animal (specifically dog), and motorized traffic in the elk migration areas.

I want to go on record opposing the proposed Second Gulch Motorized Width Access Change from 50 inches to 72 inches.

We already have issues up in the Highlands, which are well-known. Disregard of the signs prompted them to put in a solid barrier to the Arroyo parking lot because so many people violated the winter rules. I've also gone on record in meetings telling stories about people urging their dogs to chase the elk and deer that were present in the elks critical and severe winter range.

Does anyone really believe that people with larger motorized vehicles are going to be any more responsible when it comes to the elk?

We were only given 24 hours notice of this meeting with a large number of our neighbors and impacted homeowners being away.

Please forward this to all concerned town of Eagle council members and Brian Lieberman.

Thank you,

Steve Mairose, Homeowner
2809 E. Haystack Dr.,
Eagle Ranch

Sent from my iPhone

-----Original Message-----

From: Kate Sheldon <kate@sheldonchalet.com>

Sent: Tuesday, February 28, 2023 3:54 PM

To: Scott Turnipseed <scott.turnipseed@townofeagle.org>

Subject: Opposed to 2nd Gulch Motorized Width Access Change

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 Mayor Turnipseed,

I'm out of state and unable to attend the TOE meeting tonight, however wanted to go on record with you as being against the proposed Second Gulch Motorized Width Access Change from 50 inches to 72 inches.

I am against it because it is in a highly sensitive wildlife area, would also further destroy wildlife habitat and cause more noise pollution, and eventually lead to additional accesses over time, which further devastates our local elk population and other wildlife.

We were only given 24 hours notice of this meeting, which is not enough, with the majority of impacted homeowners being away.

Please consider my input when you are hearing this issue this evening.

Thank you,

Kate Sheldon, Homeowner
2809 E. Haystack Dr., Eagle Ranch

Sent from my iPhone

From: Bert Christianson <bert.christianson@gmail.com>
Sent: Tuesday, February 28, 2023 4:15 PM
To: Scott Turnipseed <scott.turnipseed@townofeagle.org>
Subject: Fwd: Message from Eagle Ranch Association - Swift Gulch Vehicle Width Limit Discussion - [#XN72087]

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.

Mayor Turnipseed

Below is the response we sent to Eagle Ranch HOA concerning this matter.

We wanted to get you a copy of our response just in case the message we sent to HOA does not get to you before the scheduled meeting of TOE.

It does seem that a proposed increase in width is counter to the 10 year Master Plan for TOE whereby the Master Plan indicates that impact to wildlife areas is a 'priority' when considering 'capital expense' into areas that should not see additional disturbance to native wildlife. The increase in traffic associated with any widening of access surely will have negative environmental/habitat impact. I was of the impression that TOE would do impact study prior to approving further habitat erosion.

Respectfully,

Bert and Debbie Christianson

2448 E. Haystacker

----- Forwarded message -----

From: Bert Christianson <bert.christianson@gmail.com>
Date: Tue, Feb 28, 2023 at 1:48 PM
Subject: Re: Message from Eagle Ranch Association - Swift Gulch Vehicle Width Limit Discussion - [#XN72087]
To: East West Hospitality, LLC <bcvinfo@eastwest.com>

To whom it may concern,

We oppose changing the current width to a higher width for the gate at 2nd gulch!

Increased width will increase the volume of traffic accessing this route to BLM sanctioned 'riding' areas.

Eagle County has many access points for the 'new side-by-side' recreation vehicles for entrance into BLM areas...we do not want to see our neighborhood turned into an ATV 'haven' by increasing the width and size of the access point thereby increasing the traffic volume of ATVs through our wildlife sensitive areas!

Eagle Ranch can't currently manage the dog lease requirement of our residents in this wildlife sensitive area, do not exacerbate the strain on wildlife by increasing traffic volume that will come with widening the access gate at 2nd gulch!

Please don't let this happen!

Bert and Deddie Christianson

2448 Haystacker

On Mon, Feb 27, 2023 at 10:31 AM East West Hospitality, LLC <bcvinfo@eastwest.com> wrote:

If you would like to respond to this notification, please place your response above the dotted line.

The Town's Open Space and Recreation Advisory Committee (OSRAC) has been discussing the 50-inch Off-Highway Vehicle (OHV) width restriction on the Second Gulch Trail this past year. We started discussing this at the request of community members that own OHVs that are wider than what is permitted on that trail. They have requested that we increase the width restriction from 50 inches to 72 inches. ATVs are generally less than 50 inches wide, however, the newer motorized vehicles, such as side-by-sides (S x S) and utility terrain vehicles (UTV), are typically 60-72 inches wide.

The Town Council will discuss this at the Council meeting on February 28, 2023. Agendas can be viewed on the [Town Website by following this link](#).

Sincerely,

East West Hospitality, LLC on behalf of Eagle Ranch Association
| eastwest.com

Hi Jenny,

I am a resident of Eagle Ranch. My family is a frequent user of Second Gulch. We mountain bike, gravel bike, hike and run Second Gulch.

I greatly appreciated the addition of the width restriction to the trail. I believe the restriction increases safety and reduces environmental damage to the trail.

I feel obligated to point out that the motorized vehicles that do "fit" onto trail tend to be driven or ridden by people who demonstrate very good manners. I feel the current balance is a good compromise. Expanding the width risks disrupting this balance and causing more erosion on the trail.

Best regards,

John Ives
356 Harrier Circle
303-809-0787
john.ives@me.com



To: Mayor Turnipseed and Town Council

From: Community Development Department

Date: February 28, 2023

Agenda Item: Comprehensive Affordable Housing Assessment Final Report

REQUEST:

For Town Council to review and give feedback on the Comprehensive Affordable Housing Assessment Final Report.

BACKGROUND:

The Town hired Economic Planning Systems (EPS) in spring of 2022 to conduct a housing assessment. The housing assessment provides data on local economic and demographic trends and housing market conditions to inform a series of recommendations that aim to address the lack of affordable housing inventory within the community.

ANALYSIS:

Tonight's meeting is an opportunity for Town Council to accept the final report and, if necessary, request final changes.

In the 2023 Budget, Town Council has approved an 'Economic Development and Housing Specialist' position. This increase in staff capacity will allow the Town to implement the programmatic and policy recommendations from the final report. Until this position has been filled, existing staff continue to monitor time-sensitive housing and partnership opportunities. One such opportunity is with the Eagle Ranch Housing Corporation (ERHC). EPS has committed to fulfill a facilitator role in developing a partnership plan between the Town and the ERHC to collaborate and pursue housing solutions that achieve the goals of both organizations.

Several of the recommendations in the report are regulatory strategies that Clarion Associates will incorporate into the land use code update (ReCode Eagle).

COMMUNITY INPUT:

None received.

BUDGET / STAFF IMPACT:

If the Town Council suggests changes that require follow-up work sessions or significant modifications from EPS, an amendment to the Professional Services Agreement will be required to expand the scope of work and budget.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

This work aligns with the Strategic Plan's goal to develop a strategy for housing.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to accept the Comprehensive Affordable Housing Assessment Final Report.

ATTACHMENTS:

- Comprehensive Affordable Housing Assessment Final Report

Final Report

Comprehensive Affordable Housing Assessment

The Economics of Land Use



Prepared for:
Town of Eagle

With generous funding provided by



COLORADO
Department of Local Affairs

Innovative Housing Planning Grant Program

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Economic & Planning Systems, Inc.

February 9, 2023

EPS #223022

Table of Contents

1.	Executive Summary	1
	Introduction	1
	Housing Strategy	2
	Summary of Market Findings	4
2.	Economic and Demographic Framework.....	7
	Population and Households.....	7
	Housing Inventory and Characteristics	13
	Employment.....	16
3.	Housing Supply and Demand.....	23
	Housing Supply.....	23
	Housing Demand	31
4.	Housing Targets	37
	Catch Up	37
	Keep Up	37
5.	Affordable Housing Strategies	39
	Peer Community Strategies	39
	Framework.....	41
	Town of Eagle Strategies.....	41
	Partnership Strategies	49

List of Tables

Table 1.	Population and Households, 2000-2020	7
Table 2.	Housing Inventory, 2000-2020	13
Table 3.	Total Employment, 2017-2021	16
Table 4.	Town of Eagle Employment by Industry, 2001-2021.....	17
Table 5.	Town of Eagle Average Annual Wage by Industry, 2001-2021	19
Table 6.	Town of Eagle Residential Building Permits, 2017-May 2022	23
Table 7.	Town of Eagle Entitled Residential Development, 2022	24
Table 8.	Eagle County AMI and Maximum Housing Costs, 2021	25
Table 9.	Town of Eagle Home Price by AMI, 2018-May 2022	30
Table 10.	Household Growth Forecast, 2020-2040	31
Table 11.	Employment Forecast, 2021-2040	31
Table 12.	Town of Eagle Cost Burdened Households, 2019	35
Table 13.	Town of Eagle Housing Gaps, 2019	36
Table 14.	Eagle Housing Targets, 2022-2040	38
Table 15.	Peer Community Affordable Housing Policies, 2022	40

List of Figures

Figure 1.	Family and Nonfamily Households, 2019.....	8
Figure 2.	Town of Eagle Age Distribution, 2000-2019	9
Figure 3.	Age Distribution, 2019	9
Figure 4.	Housing Tenure, 2019	10
Figure 5.	Town of Eagle Household Income Distribution by Tenure, 2019.....	11
Figure 6.	Town of Eagle Household Growth by Tenure and Income, 2010-2019	12
Figure 7.	Town of Eagle Occupied Housing Units by Tenure and Type, 2019.....	14
Figure 8.	Town of Eagle Housing Inventory by Year Built, 2019	15
Figure 9.	Town of Eagle Largest Industry by Employment, 2021.....	17
Figure 10.	Town of Eagle Employment Growth by Industry, 2010-2021.....	18
Figure 11.	Town of Eagle Employment and Average Annual Wage by Industry, 2021 ...	20
Figure 12.	Ratio of Jobs to Households, 2010-2020	21
Figure 13.	Town of Eagle In-Commuting, 2019.....	22
Figure 14.	Town of Eagle Residential Building Permits, 2017-May 2022.....	24
Figure 15.	Eagle Deed Restricted Units by Type, 2022	26
Figure 16.	Town of Eagle Sales Volume and Average Price, 2004-2021	27
Figure 17.	Town of Eagle Sales Volume by Home Type. 2018-2021	27
Figure 18.	Town of Eagle Average Price, 2004-2021	28
Figure 19.	Town of Eagle Median Sale Price, 2018-May 2022	29
Figure 20.	Town of Eagle Short Term Rentals, 2022	33
Figure 21.	Town of Eagle Affordability Gap, 2018-May 2022	34
Figure 22.	Affordability by Average Industry Wage, 2021	35

1. Executive Summary

Introduction

Economic & Planning Systems (EPS) was selected by the Town of Eagle to complete a comprehensive affordable housing assessment. This Report's objective is to identify an affordable housing strategy with a set of recommendations for implementation. Housing is an increasingly important concern for the community as home prices of ownership units continue to escalate and available rental units are difficult to find. As the regional cost of living continues to rise, there is an increasing lack of access to affordable housing. This is a substantial issue across mountain and resort communities where the housing needs of locals and workers are unmet, and they are priced out of the community. This Report summarizes the existing housing supply and demand to inform policy goals and recommendations in four chapters following this Executive Summary:

- **Economic and Demographic Framework** – An overview of the resident and household composition and local economy in Eagle and Eagle County to understand existing conditions and recent growth trends.
- **Housing Supply and Demand** – An analysis of the existing housing supply, pent-up housing demand, and the imbalance between the two. The housing supply examines the status of the current inventory, the nature of new residential development, and the affordability of existing housing. The housing demand side identifies factors influencing the pressure for new housing including employment, the housing market performance, and unmet housing needs.
- **Housing Targets** – Examines where the most significant affordability gaps fall within the housing inventory and how these can be used to identify housing goals. Housing needs are evaluated in terms of “catch up” (or existing need) and “keep up” (or future need) to estimate housing targets by AMI level.
- **Affordable Housing Strategies** – A detailed summary of the recommendations included in the housing strategy that are recommended for implementation.



Housing Strategy

The recommended strategies are intended for implementation and were vetted with Town staff and Town Council to determine their viability. The Town is well positioned to take action and create long-term solutions for affordable housing that will enhance the community by addressing the needs for a variety of household types.



Affordable Housing Definition

The recommended affordable housing definition for Eagle to use for affordable housing programs and projects is as follows:

The Town of Eagle is committed to increasing the supply of affordable housing in the community to expand the economic vitality that is derived from having a range of housing types, costs, and household incomes. Eagle will benefit from an enhanced community vibrancy generated by the inclusion of inventory for housing the local workforce that earns 140 percent of the Area Median Income (AMI) or less.

The definition is tied to 140% AMI or less to align with Eagle County affordable housing programs and policies. For context, in 2021 a 3-person household in Eagle County earning 140% AMI was \$126,000.

Affordable Housing Strategy

The strategy recommendations are defined based on timing—with near-term and long-term tools for implementation, and lead entity—with Town of Eagle and partnerships including Eagle County, private developers, and nonprofit organizations. There are a total of 13 recommendations with the majority identified for near-term implementation. The strategies are described in more detail in Chapter 5. It is important for Eagle to implement as many of the near-term affordable housing strategies now to have an impact on future development. In addition to the tools listed below, grant funding should be sought after by the Town to supplement affordable housing programs and projects. The currently available grant funding through Colorado Department of Local Affairs (DOLA) is described on page 46 and this plan provides a foundation to seek those grants.

Town of Eagle



Near-Term Strategies



Long-Term Strategies

- | | |
|---|--|
|  | LERP Modifications: Update ownership and rental units to 10%, 15%, or 20% affordable requirement for units of 3 or more |
|  | Commercial Mitigation Fee: Conduct a nexus study to determine a fee for new commercial development that supports affordable housing programs |
|  | Vacant Land Inventory: Develop an inventory of vacant land in town and in the western areas of Eagle County for potential acquisition |
|  | Increase Density: Permit additional density for single-family and two-family lots |
|  | Density Bonus: Modify Land Use Regulations to permit density bonus in specific areas of town for inclusion of affordable units |
|  | Certificate of Participation (COP): Use COPs as a financing tool for affordable housing projects |
|  | STR Regulations: Adopt short term rental (STR) regulations including a fee, tax, and/or cap |
|  | Acquire Affordable Units: Use Town of Eagle funds to acquire affordable housing units specifically for Town staff |
|  | Real Estate Transfer Assessment (RETA): Establish RETAs on future residential and commercial developments at time of entitlement based on the impact on workforce housing |
|  | P3 Formation: Establish public private partnerships (P3) with focus on land contribution to create new affordable housing developments |
|  | DDA/URA: Use public financing tools (DDA and URA) to provide gap financing to affordable housing projects |

Partnerships

- | | |
|---|---|
|  | Eagle Ranch Housing Corporation (ERHC) Partnership: Establish a formal partnership and collaboration with ERHC in which there are shared goals, resources, and financial responsibilities related to affordable housing programs and policies in Eagle |
|  | Land Bank: Develop a regional land bank that supports and balances the interests of regional entities, such as Eagle County |
|  | Affordable Housing Projects: Begin discussions with other public land holders to consider extending Town services and providing entitlements for affordable housing projects |

Summary of Market Findings

The key market findings from the Economic and Demographic Framework (Chapter 2) and Housing Supply and Demand (Chapter 3) are summarized below. These findings help to determine the types of housing with the highest needs in Eagle and to define the housing targets in Chapter 4.

1. *Eagle's population is growing at a faster rate than the County, increasing by an average of 34 households per year from 2010 to 2020.*

Eagle had a total of 2,551 permanent households in 2020, not including second homeowners. A household is defined as an occupied housing unit that is a usual place of residence for that person or persons. Since 2010, Eagle gained 340 households or an average of 34 households per year. This represents about 19 percent of the total household growth in Eagle County. Eagle's households grew at a faster rate than the County at 1.4 percent annually compared to 0.9. This increased household demand can strain the existing housing supply in Eagle.

2. *Eagle is forecasted to grow by about 1,600 households by 2040 and will capture almost a third of countywide growth.*

From 2020 to 2040, Eagle is forecasted to gain approximately 1,600 households, which will capture almost a third of countywide growth. This is an average of 80 households per year at an annual growth rate of 2.5 percent. As the County grows, Eagle is anticipated to capture a larger portion of countywide households. Developable land in Eagle County is becoming scarcer, therefore the amount of entitled, unbuilt development and developable land in Eagle are primary factors of projected household growth.

3. *Eagle has a strong, resilient economy and has demonstrated a strong recovery from the pandemic.*

In 2021, Eagle reached a total of nearly 4,700 jobs with an average annual wage of \$55,600. The local economy has done well since the COVID-19 pandemic with recent employment gains exceeding 2019 levels. Since 2017, Eagle gained a total of 187 jobs or an average of 47 jobs per year. Eagle has transformed from a community that is primarily residential, supporting other economic engines in the County, to an economic hub and attracts workers from throughout the County. While wages in Eagle have increased by an average of 2.6 percent annually since 2010, they have been drastically surpassed by increases in home prices over this time period.

4. *Eagle is a growing economic hub in Eagle County and is projected to add 2,166 jobs by 2040.*

The Town has a growing local economy in the County and along the I-70 corridor with a diverse set of industries. Eagle's projected job growth is based on a continued 14 percent share of Eagle County's annual employment. As the County grows, Eagle is anticipated to continue to capture this portion of

countywide jobs. From 2021 to 2040, Eagle is forecasted to grow by approximately 2,166 jobs, or an average of 110 jobs per year at an annual growth rate of 2.0 percent.

5. *Recent building activity is offering more diverse housing options with 58 percent multifamily units and 17 percent attached units approved since 2017.*

The occupied housing inventory increased for both homeowners and renters since 2010. Recent residential development activity shows how the new supply reflects changes in local demand. From 2017 to May of 2022, the Town approved a total of 407 permits for an average of 68 permits annually. This recent and planned housing production offers more diverse options in Eagle with 58.0 percent multifamily units and 17.0 percent attached units.

6. *The current development pipeline will increase the housing supply by over 50 percent with an additional 1,510 units.*

There are 1,510 entitled units in Eagle that are anticipated to develop over the next 5 to 10 years. The magnitude of the entitled but unbuilt inventory is significant, and these entitlements will increase the current housing supply by more than 50 percent. These units are required to meet Local Employee Residency Program (LERP) regulations in place at time of approval and based on existing development agreements they are exempt from future LERP modifications and new affordable housing programs and fees.

7. *The median home price in Eagle increased by over 25 percent annually since 2019. This significantly increased the affordability gap for a household earning 100% AMI.*

Eagle experienced significant increases in average price over the past two years with a 25 percent price appreciation from \$609,300 in 2019 to \$763,200 in 2020 and a 28 percent price appreciation from 2020 to \$982,500 2021. The significant increases in price reflect the increase in demand, which reflects the surge in pricing found in many comparable communities throughout the Rocky Mountain West. This surge can be attributed in part to the pandemic, in which buyers left urban areas and sought out desirable remote communities like Eagle.

8. *Homes in Eagle are increasingly not affordable to households earning 100% AMI or \$90,000 a year as the affordability gap widens each year.*

The difference between the median home price and the price affordable to a household earning 100% AMI is known as the affordability gap. This illustrates the disconnect between market prices and household incomes. In 2020, and each year following, the affordability gap significantly increased, and as of 2022 the affordability gap was \$680,000. As the gap increases, more households are being priced out of the Eagle housing market.

9. *Nearly a third of all households are cost burdened and spend over 30 percent of household income on housing costs.*

Cost burden is defined as spending more than 30 percent of the household's gross monthly income on housing. In Eagle, approximately 32.0 percent of all households are cost burdened. The need for more affordable housing varies based on tenure and AMI level. Renter need is concentrated at lower AMI levels, while owner need is concentrated at the low and high end of the distribution.

10. *The data in this report provide a basis for action.*

The data indicates that the housing demand is strong and has driven pricing above what many households relying on local wages can afford. A series of metrics on market conditions, household income, ability to pay for housing, past trends, and future forecasts indicate that the Town of Eagle is well grounded in taking action to expand the supply of affordable housing.

2. Economic and Demographic Framework

This chapter provides an overview of the resident and household composition in Eagle and Eagle County, comparing existing conditions with historical trends since 2000 and 2010. The local economy in Eagle is summarized with employment and wage trends by industry.



Population and Households

In 2020, the Town of Eagle had 7,484 residents, shown below in **Table 1**. From 2000 to 2010, Eagle doubled in size by gaining a total of 3,451 residents or an average of 345 residents per year, which represents 33.2 percent of the total growth in Eagle County over this time period. Population growth tapered in the following decade, from 2010 to 2020, with a total gain of 1,001 residents or an average of 100 residents per year. This is an annual growth rate of 1.4 percent, which is higher than Eagle County with a 0.7 percent growth rate.

Table 1. Population and Households, 2000-2020

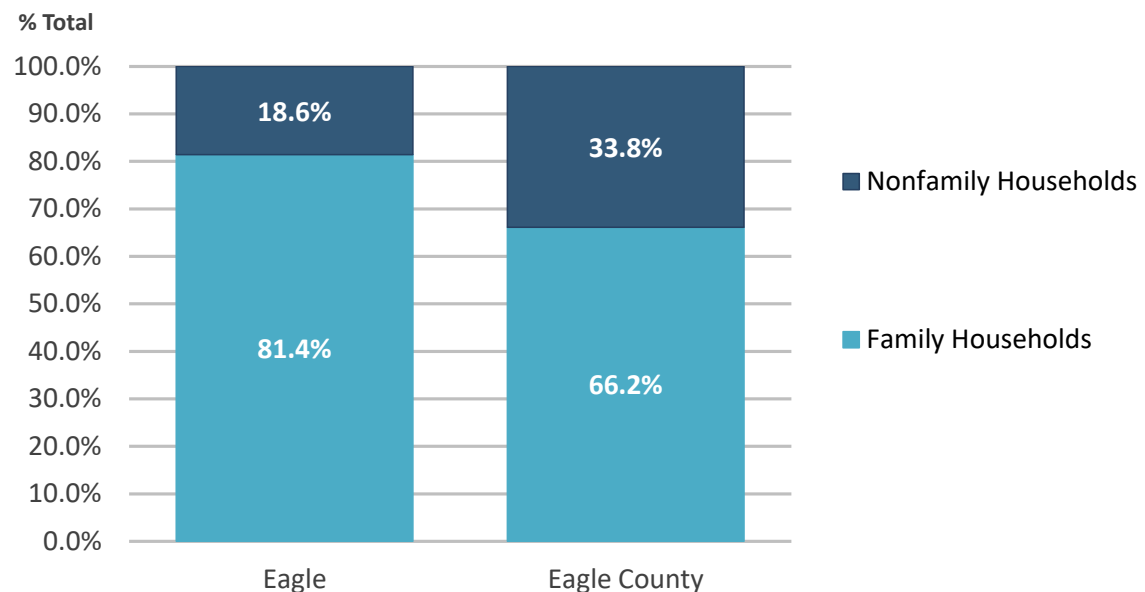
Description	2000	2010	2020	2000-2010			2010-2020		
				Total	Ann. #	Ann. %	Total	Ann. #	Ann. %
Population									
Eagle	3,032	6,483	7,484	3,451	345	7.9%	1,001	100	1.4%
Avon	5,561	6,422	6,144	861	86	1.4%	-278	-28	-0.4%
Basalt (part)	2,011	2,917	2,906	906	91	3.8%	-11	-1	0.0%
Gypsum	3,654	6,472	8,078	2,818	282	5.9%	1,606	161	2.2%
Minturn	1,068	1,027	1,026	-41	-4	-0.4%	-1	0	0.0%
Red Cliff	289	266	259	-23	-2	-0.8%	-7	-1	-0.3%
Vail	4,531	5,285	4,803	754	75	1.6%	-482	-48	-1.0%
Unincorporated	<u>21,513</u>	<u>23,185</u>	<u>24,924</u>	<u>1,672</u>	<u>167</u>	<u>0.8%</u>	<u>1,739</u>	<u>174</u>	<u>0.7%</u>
Eagle County	41,659	52,057	55,624	10,398	1,040	2.3%	3,567	357	0.7%
Eagle as a % of County	7.3%	12.5%	13.5%	33.2%			28.1%		
Households									
Eagle	1,064	2,211	2,551	1,147	115	7.6%	340	34	1.4%
Avon	1,890	2,228	2,403	338	34	1.7%	175	18	0.8%
Basalt (part)	800	1,134	1,278	334	33	3.6%	144	14	1.2%
Gypsum	1,150	2,002	2,543	852	85	5.7%	541	54	2.4%
Minturn	399	414	447	15	2	0.4%	33	3	0.8%
Red Cliff	109	98	115	-11	-1	-1.1%	17	2	1.6%
Vail	2,165	2,502	2,372	337	34	1.5%	-130	-13	-0.5%
Unincorporated	<u>7,571</u>	<u>8,313</u>	<u>9,008</u>	<u>742</u>	<u>74</u>	<u>0.9%</u>	<u>695</u>	<u>70</u>	<u>0.8%</u>
Eagle County	15,148	18,902	20,717	3,754	375	2.2%	1,815	182	0.9%
Eagle as a % of County	7.0%	11.7%	12.3%	30.6%			18.7%		

Source: Co. Dept. of Local Affairs (DOLA); U.S. Census Decennial; Economic & Planning Systems

Eagle had a total of 2,551 permanent households in 2020, not including second homeowners, shown above in **Table 1**. Eagle gained 340 households since 2010 or an average of 34 households per year. This represents 18.7 percent of the total household growth in Eagle County. From 2010 to 2020, the County gained 1,815 households, an average of 182 per year to reach a total of 20,717 households in 2020. Eagle's households grew at a faster rate than the County at 1.4 percent annually compared to 0.9 percent annually. From 2010 to 2020, Gypsum and Unincorporated Eagle County also grew quickly with a gain of 541 and 695 households, respectively.

Eagle is home to many families and permanent residents. A family household is defined by the U.S. Census as, "a householder and one or more people living in the same household who are related to the householder by birth, marriage, or adoption." Family households represent over 80 percent of all households in Eagle, shown in **Figure 1**. This is significantly higher compared to Eagle County with 66.2 percent family households. A nonfamily household is defined by the U.S. Census as, "a householder living alone or where the householder shares the home only with people to whom he/she is not related." Less than 20 percent of households in Eagle are nonfamily households compared to 33.8 percent in Eagle County. Similarly, in 2020 the average household size in the Town was 2.90 persons per household. Countywide, the average household size was lower at 2.68 persons per household.

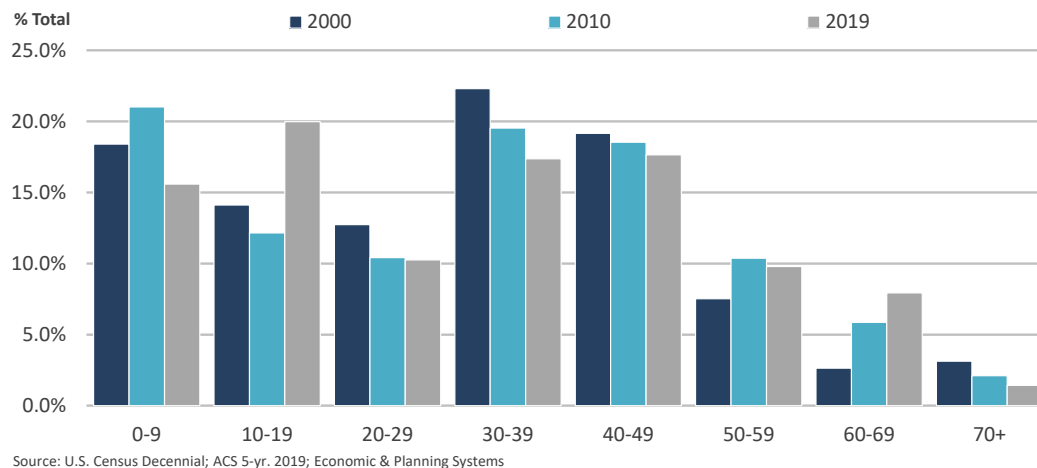
Figure 1. Family and Nonfamily Households, 2019



Source: U.S. Census ACS 5-yr.; Economic & Planning Systems

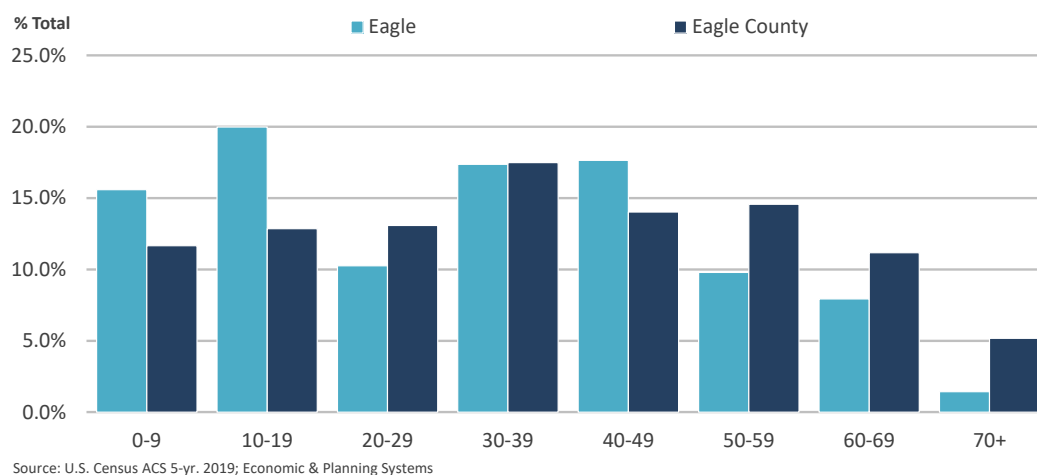
From 2000 to 2019, the Town shifted to a slightly older demographic with 9.4 percent of residents aged 60 and older compared to 5.8 percent in 2000, shown in **Figure 2**. The Town continues to have a strong presence of families, with 35.6 percent of the population aged 19 and younger and 35.0 percent are working age adults, between the ages of 30 and 49.

Figure 2. Town of Eagle Age Distribution, 2000-2019



In 2019, the Town had a median age of 33 years old, which is younger than the County with a median age of 37. This age differential is illustrated in the distribution chart (**Figure 3**) with the most significant contrast in the number of children and teenagers, ages 19 and younger. In the Town this age group accounts for nearly 36 percent of the total population, while in the County it accounts for 25 percent of the population. This represents the large number of families in the Town of Eagle and the composition which includes a solid base of permanent and long-time residents. Other areas of the County, such as resort communities, have higher levels of seasonal workers, who tend to be young adults who work in the service industries that support the resort.

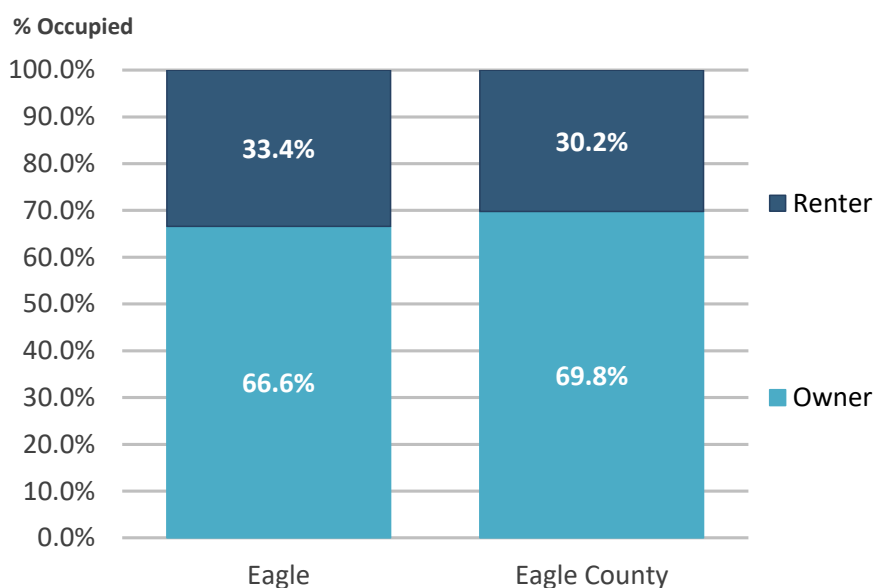
Figure 3. Age Distribution, 2019



The other significant contrast is in the older adults and seniors. This cohort includes retirees, as well as older adults nearing retirement. The County has a larger proportion of adults age 50 and older compared to the Town. This age group represents 31 percent of Eagle County residents and only 19 percent of Eagle residents.

The Town and County have a similar composition of tenure, shown in **Figure 4**. Approximately 67 percent of households are homeowners in Eagle and 33 percent are renters. In Eagle County, homeowners account for approximately 70 percent of all households and 30 percent are renters.

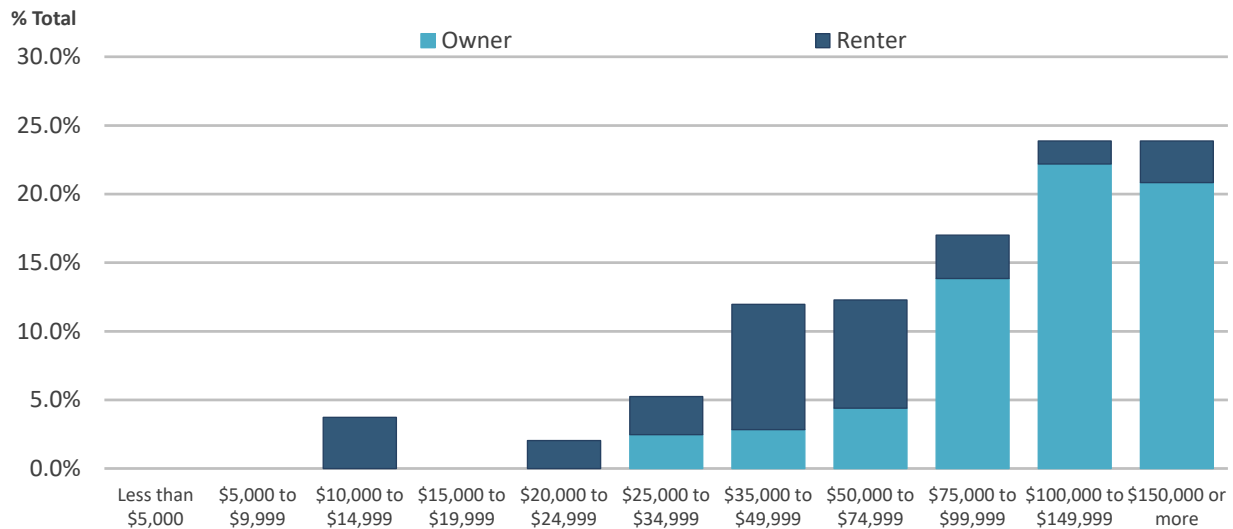
Figure 4. Housing Tenure, 2019



Source: DOLA; U.S. Census ACS 5-yr; Economic & Planning Systems

Households in Eagle have the highest annual incomes compared to other municipalities in Eagle County. In 2019, the median household income in Eagle was \$97,800, while countywide households had a median income of \$84,800 annually. Household incomes are disproportionate between owners and renters. In Eagle, the median household income for homeowners was \$127,700 annually compared to \$48,400 for renters. This disparity is further broken down by income bracket in **Figure 5**, which shows that a majority of households, 57 percent, are owner occupied and earn \$75,000 or more per year. Alternatively, only 8 percent of households that earn this amount are renters. Most renter households, 26 percent, earn less than \$75,000 annually.

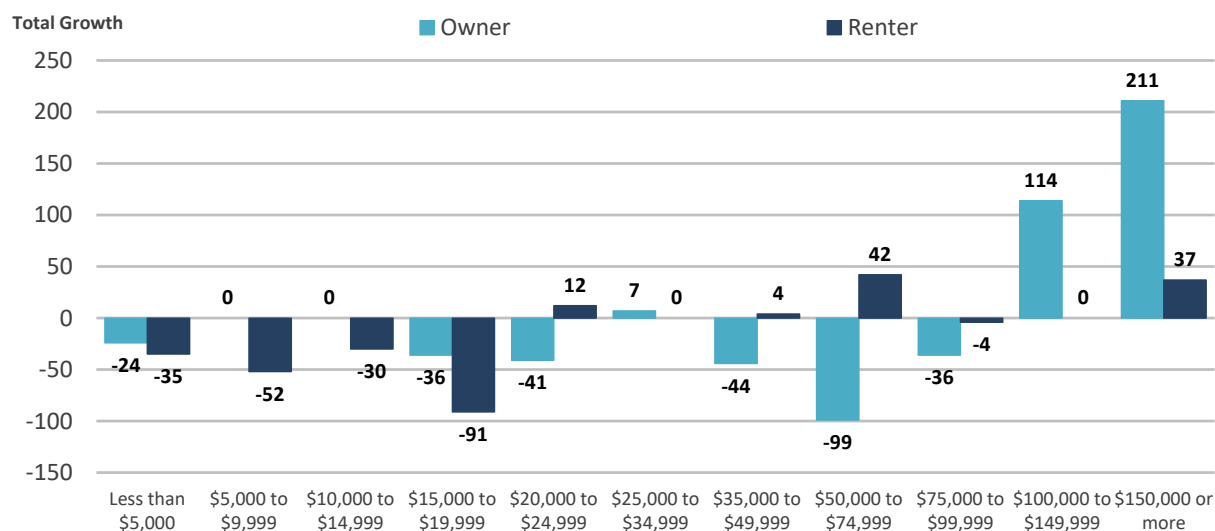
Figure 5. Town of Eagle Household Income Distribution by Tenure, 2019



Source: U.S. Census ACS 5-yr.; Economic & Planning Systems

The change in households by tenure and household income from 2010 to 2019 is shown below in **Figure 6**. Over this timeframe there was significant growth in homeowners with high household incomes. The largest amount of household growth was for homeowners earning \$150,000 or more annually followed by homeowners earning between \$100,000 and \$149,999 annually. For renter households, there was growth for those earning between \$50,000 and \$74,999 and \$150,000 or more annually. Overall, there were declines for lower income households for both renters and homeowners. The data, showing information from 2010 through 2019, reflects more than the incremental effects of inflation. Given the magnitude of the growth in upper income households, the data reflects the changing market conditions in Eagle and its shift in economic composition as it attracts more affluent households.

Figure 6. Town of Eagle Household Growth by Tenure and Income, 2010-2019



Source: U.S. Census ACS 5-yr.; Economic & Planning Systems

Housing Inventory and Characteristics

As noted previously in the sections addressing population and household growth, there has been a tapering in growth rates, which can also be seen in the data for the housing inventory. Housing growth in the Town of Eagle and Eagle County has slowed over the last decade, compared to the period between 2000 to 2010.

From 2010 to 2020, Eagle increased by a total of 289 units or an average of 29 housing units per year. This accounts for about 16 percent of housing growth countywide. Owner occupied units increased the most with a total of 221 units or an average of 22 units per year. Renter occupied units increased by 147 units or an average of 15 units per year.

In 2020, the Town of Eagle had a total of 2,705 housing units, of which 5.7 percent were seasonal/recreational units (second homeowners), shown in **Table 2**. The portion of seasonal/recreational units in Eagle is significantly lower compared to the County where 37.4 percent are seasonal/recreational units. In Eagle, seasonal/recreational units have declined by a total of 79 units or an average of 8 units per year. This illustrates the increased presence of permanent residents with the conversion of second homes into primary residences, indicating that the desirability of the community draws full-time residents.

Table 2. Housing Inventory, 2000-2020

Description	2000	2010	2020	2000-2010			2010-2020		
				Total	Ann. #	Ann. %	Total	Ann. #	Ann. %
Eagle									
Owner	675	1,477	1,698	802	80	8.1%	221	22	1.4%
Renter	389	706	853	317	32	6.1%	147	15	1.9%
Seasonal/Rec.	<u>53</u>	<u>233</u>	<u>154</u>	<u>180</u>	<u>18</u>	<u>16.0%</u>	<u>-79</u>	<u>-8</u>	<u>-4.1%</u>
Total	1,117	2,416	2,705	1,299	130	8.0%	289	29	1.1%
Eagle County									
Owner	9,649	12,343	14,457	2,694	269	2.5%	2,114	211	1.6%
Renter	5,499	6,893	6,260	1,394	139	2.3%	-633	-63	-1.0%
Seasonal/Rec.	<u>6,963</u>	<u>12,076</u>	<u>12,392</u>	<u>5,113</u>	<u>511</u>	<u>5.7%</u>	<u>316</u>	<u>32</u>	<u>0.3%</u>
Total	22,111	31,312	33,109	9,201	920	3.5%	1,797	180	0.6%

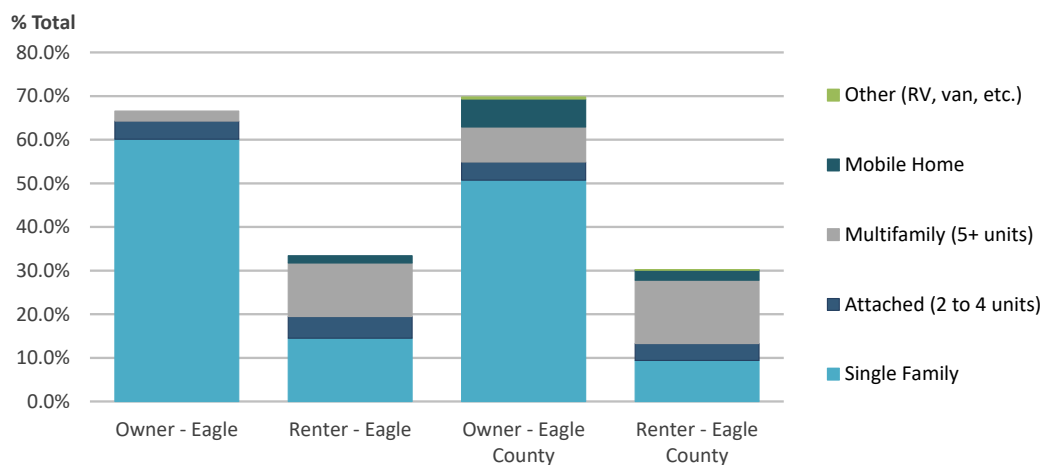
Source: U.S. Census Decennial; DOLA; Economic & Planning Systems

As of 2022, Eagle has a total of 192 Accessory Dwelling Units (ADUs), which are not captured in the table above. ADUs can be built on any single-family residential lot in any residential district within the town. This excludes Planned Unit Developments with separate ADU regulations. ADUs are a way to create additional density and offer more diverse housing options without changing the character of the neighborhood.

In 2020, Eagle County had a total of 33,109 housing units and since 2010 gained 1,797 housing units or an average of 180 units per year. Owner occupied units increased by 2,114 units or an average of 211 per year. Renter occupied units declined over this time period by a total of 633 units or an average of 63 per year. Seasonal and recreational units increased by 316 units or an average of 32 per year. The decline in rental units is likely due to change in the market with greater pressure from part-time residents that can lead to the displacement of renter households. The fact that the County has a diminishing supply of rental inventory places greater pressure on all of the municipalities in the region, in terms of housing their renter households.

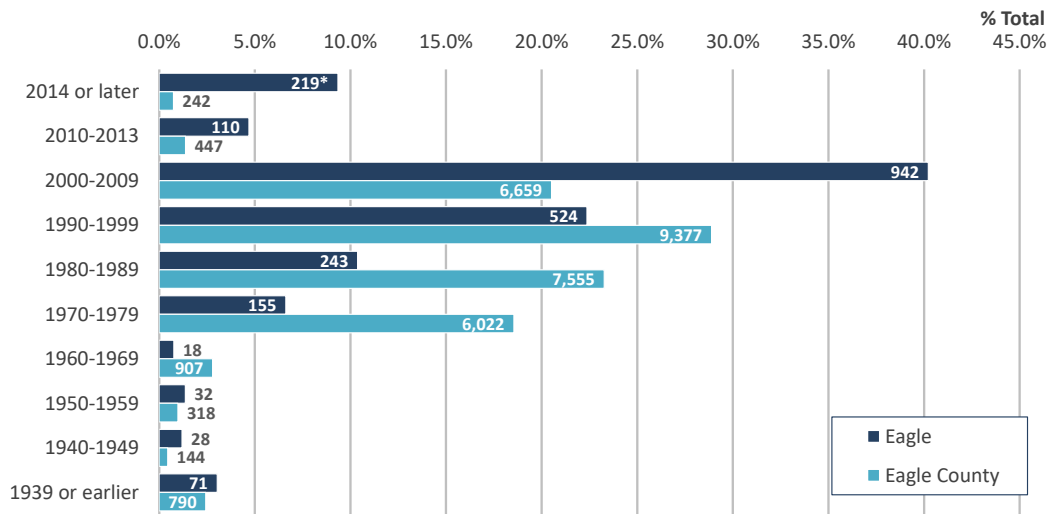
Single-family housing units are the most common housing type for ownership households in Eagle and Eagle County, representing 60.1 percent in Eagle and 50.7 percent in Eagle County, shown in **Figure 7**. This includes only existing, built units as of 2019 and does not include entitled projects. Additionally, approximately 4.0 percent of homeowners in Eagle and Eagle County live in attached units. A larger portion of homeowners live in multifamily units in the County, 8.0 percent, compared to the Town with 2.3 percent. Renters live in more diversified housing types compared to homeowners. In Eagle, about 14.5 percent of renters live in a single-family home, which is higher than in Eagle County with 9.4 percent. Alternatively, Eagle County has a larger percentage of renters living in multifamily units with 14.5 percent compared to Eagle with 12.3 percent. In addition, about 4.9 percent of Eagle renters live in an attached unit and 1.7 percent live in a mobile home. Mobile and manufactured homes are an important housing type that are more affordable, for both renters and owners.

Figure 7. Town of Eagle Occupied Housing Units by Tenure and Type, 2019



The housing inventory is shown by year built for Eagle and Eagle County below in **Figure 8**. Over half of Eagle's housing inventory was built beginning in 2000 with 40.2 percent constructed between 2000 and 2009 and another 14.0 percent constructed between 2010 and 2019. The master planned community Eagle Ranch began construction in the early 2000s and represents the large amount of housing growth during this timeframe. Overall, Eagle consists of newer homes with a median year built of 2000 compared to Eagle County, which has a median year built of 1991. A surge in housing construction in the County can be seen starting in the 1970s with 18.6 percent of the total inventory. The majority of housing in the County, 52.2 percent, was built between 1980 and 1999.

Figure 8. Town of Eagle Housing Inventory by Year Built, 2019



*Based on Town of Eagle building permit data from 2017-2019

Source: U.S. Census ACS 5-yr. 2019; Town of Eagle; Economic & Planning Systems

Employment

COVID-19 Recovery

In 2021, Eagle reached a total of 4,696 jobs, shown in **Table 3**, and recovered from the COVID-19 pandemic with employment exceeding 2019 jobs. Furthermore, since 2017 Eagle gained a total of 187 jobs or an average of 47 per year. Similar to Eagle, Edwards and Gypsum have also recovered from the pandemic with employment levels past those of 2019. Alternatively, resort communities are slower to recover with Avon (not including Beaver Creek) and Vail still below pre-pandemic employment. Eagle County is nearly recovered with 32,900 jobs in 2021. Since 2017, the County gained 505 jobs or an average of 126 per year.

Table 3. Total Employment, 2017-2021

Description	2017	2018	2019	2020	2021	2017-2021		
						Total	Ann. #	Ann. %
Eagle	4,510	4,594	4,659	4,497	4,696	187	47	1.0%
Avon	9,200	9,369	9,357	7,986	8,601	-599	-150	-1.7%
Edwards	3,428	3,499	3,537	3,258	3,560	132	33	1.0%
Gypsum	2,202	2,522	2,791	2,593	2,842	641	160	6.6%
Vail	8,039	8,331	8,416	7,288	7,973	-66	-16	-0.2%
Eagle County	32,396	33,260	33,944	30,331	32,900	505	126	0.4%

Source: CDLE QCEW; Economic & Planning Systems

Employment by Industry

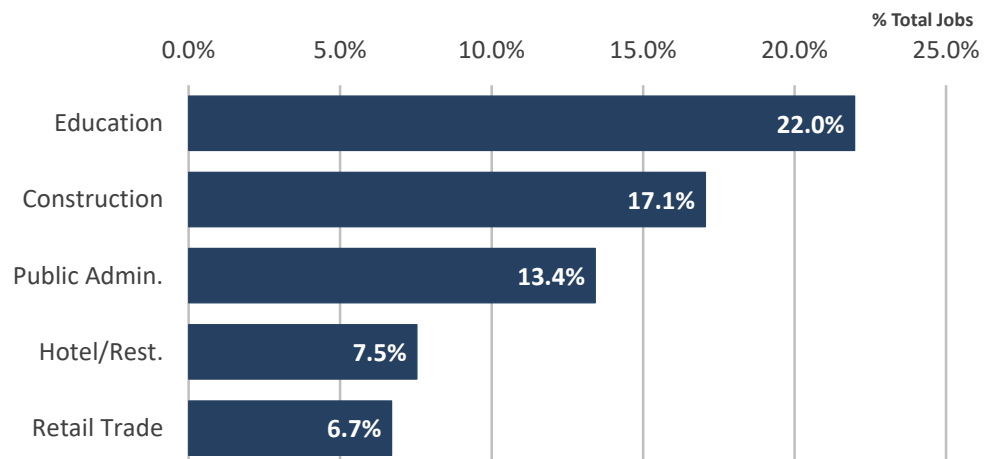
From 2001 to 2010, the Town grew steadily with a total of 324 jobs or an average of 36 per year at a 1.0 percent annual growth rate, shown in **Table 4**. During this timeframe, Construction employment declined significantly by 366 jobs as a result of the Great Recession in 2008.

In the following decade, employment in Eagle grew significantly with 964 jobs added from 2010 to 2021. This is an average of 88 jobs annually at a 2.1 percent annual growth rate, which is more than double the rate of the previous decade. The largest amount of growth occurred in Construction as it recouped most of the jobs lost previously. As of 2021, the largest employment industry is Education with 1,032 jobs or 22.0 percent of total employment, shown below in **Figure 9**. This is followed by Construction with 801 jobs or 17.1 percent, Public Administration with 630 jobs or 13.4 percent, Hotel and Restaurant with 354 jobs or 7.5 percent, and Retail Trade with 315 jobs or 6.7 percent.

Table 4. Town of Eagle Employment by Industry, 2001-2021

Eagle	2001	2010	2021	2001-2010			2010-2021		
				Total	Ann. #	Ann. %	Total	Ann. #	Ann. %
Ag./Forestry/Fishing	16	16	5	0	0	0.0%	-11	-1	-10.3%
Mining	0	0	0	0	0	---	0	0	---
Utilities	7	7	9	0	0	-0.4%	3	0	2.9%
Construction	851	485	801	-366	-41	-6.1%	316	29	4.7%
Manufacturing	41	31	65	-10	-1	-3.1%	35	3	7.1%
Wholesale Trade	66	140	83	74	8	8.7%	-57	-5	-4.6%
Retail Trade	213	198	315	-16	-2	-0.8%	117	11	4.3%
Transport/Warehousing	87	52	68	-35	-4	-5.6%	16	1	2.4%
Information	63	73	65	10	1	1.6%	-8	-1	-1.1%
Finance	56	91	85	35	4	5.6%	-7	-1	-0.7%
Real Estate	69	88	86	19	2	2.8%	-1	0	-0.1%
Prof./Tech. Services	133	128	278	-6	-1	-0.5%	150	14	7.3%
Mgmt	7	11	16	4	0	5.2%	6	1	3.8%
Admin./Waste Mgmt.	92	228	252	137	15	10.7%	24	2	0.9%
Education	689	992	1,032	303	34	4.1%	41	4	0.4%
Health Care	76	138	280	62	7	6.9%	142	13	6.6%
Arts/Rec.	114	94	149	-20	-2	-2.1%	55	5	4.3%
Hotel/Rest.	299	332	354	33	4	1.2%	22	2	0.6%
Other	119	107	123	-12	-1	-1.1%	16	1	1.3%
Public Admin.	<u>412</u>	<u>523</u>	<u>630</u>	<u>111</u>	<u>12</u>	<u>2.7%</u>	<u>108</u>	<u>10</u>	<u>1.7%</u>
Total	3,408	3,732	4,696	324	36	1.0%	964	88	2.1%

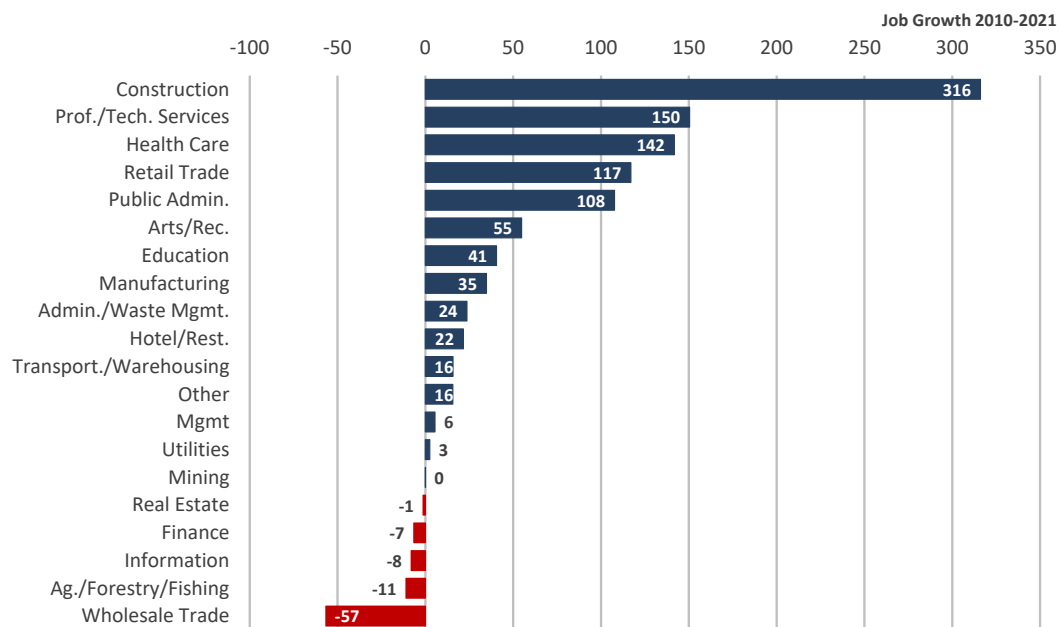
Source: CO Dept. of Labor and Employment (CDLE) QCEW; Economic & Planning Systems

Figure 9. Town of Eagle Largest Industry by Employment, 2021

Source: CDLE QCEW; Economic & Planning Systems

From 2010 to 2021, Construction employment gained over 300 jobs accounting for 32.8 percent of total job growth, shown in **Figure 10**. Over this time, Professional and Technical Services doubled in size with the addition of 150 jobs representing 15.6 percent of job growth. Similarly, Health Care gained 142 jobs (14.7 percent) followed by Retail Trade with 117 jobs (12.1 percent) and Public Administration with 108 jobs (11.2 percent). Overall, most industries grew over this timeframe and only a few experienced a slight decline.

Figure 10. Town of Eagle Employment Growth by Industry, 2010-2021



Source: CDLE QCEW; Economic & Planning Systems

In 2021, the average annual wage in Eagle was \$55,600, shown in **Table 5**. From 2001 to 2010, the average wage increased by nearly \$10,000; an average of \$1,100 per year, or 3.1 percent annually. This growth in wages outpaced the growth in the CPI (Consumer Price Index), showing a real increase in wages for this timeframe. Higher wages are typically correlated to higher housing costs, increasing the pressure on the affordable housing supply within the town.

Since 2010, wages steadily increased by a total of \$13,800 or an average of \$1,250 per year. The highest earning industries include Utilities at \$95,400, Management at \$82,600, and Wholesale Trade at \$77,400. The largest employment industries in Eagle include some of the lowest average annual wages.

Table 5. Town of Eagle Average Annual Wage by Industry, 2001-2021

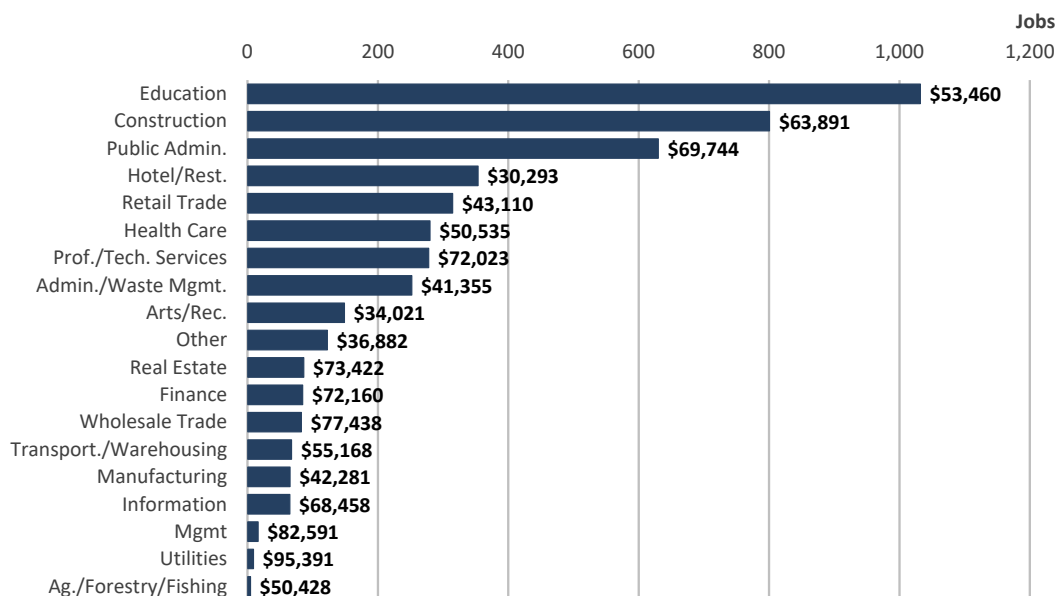
Eagle	2001	2010	2021	2001-2010			2010-2021		
				Total	Ann. #	Ann. %	Total	Ann. #	Ann. %
Ag./Forestry/Fishing	\$27,372	\$41,544	\$50,428	\$14,171	\$1,575	4.7%	\$8,884	\$808	1.8%
Mining	---	---	---	---	---	---	---	---	---
Utilities	\$42,378	\$74,307	\$95,391	\$31,929	\$3,548	6.4%	\$21,084	\$1,917	2.3%
Construction	\$34,594	\$48,981	\$63,891	\$14,387	\$1,599	3.9%	\$14,910	\$1,355	2.4%
Manufacturing	\$33,118	\$33,716	\$42,281	\$597	\$66	0.2%	\$8,565	\$779	2.1%
Wholesale Trade	\$40,380	\$60,337	\$77,438	\$19,957	\$2,217	4.6%	\$17,101	\$1,555	2.3%
Retail Trade	\$25,809	\$28,896	\$43,110	\$3,088	\$343	1.3%	\$14,213	\$1,292	3.7%
Transport/Warehousing	\$32,941	\$33,020	\$55,168	\$78	\$9	0.0%	\$22,148	\$2,013	4.8%
Information	\$37,724	\$61,076	\$68,458	\$23,351	\$2,595	5.5%	\$7,382	\$671	1.0%
Finance	\$36,847	\$50,967	\$72,160	\$14,120	\$1,569	3.7%	\$21,194	\$1,927	3.2%
Real Estate	\$25,354	\$35,922	\$73,422	\$10,568	\$1,174	3.9%	\$37,500	\$3,409	6.7%
Prof./Tech. Services	\$39,793	\$44,769	\$72,023	\$4,976	\$553	1.3%	\$27,253	\$2,478	4.4%
Mgmt	\$74,876	\$82,189	\$82,591	\$7,312	\$812	1.0%	\$403	\$37	0.0%
Admin./Waste Mgmt.	\$19,619	\$31,731	\$41,355	\$12,113	\$1,346	5.5%	\$9,623	\$875	2.4%
Education	\$33,690	\$42,131	\$53,460	\$8,441	\$938	2.5%	\$11,329	\$1,030	2.2%
Health Care	\$35,943	\$47,697	\$50,535	\$11,754	\$1,306	3.2%	\$2,838	\$258	0.5%
Arts/Rec.	\$18,179	\$24,324	\$34,021	\$6,145	\$683	3.3%	\$9,696	\$881	3.1%
Hotel/Rest.	\$14,278	\$16,000	\$30,293	\$1,723	\$191	1.3%	\$14,293	\$1,299	6.0%
Other	\$30,176	\$24,166	\$36,882	-\$6,009	-\$668	-2.4%	\$12,715	\$1,156	3.9%
Public Admin.	\$39,664	\$55,296	\$69,744	\$15,632	\$1,737	3.8%	\$14,448	\$1,313	2.1%
Total	\$31,846	\$41,825	\$55,596	\$9,979	\$1,109	3.1%	\$13,770	\$1,252	2.6%

Source: CO Dept. of Labor and Employment (CDLE) QCEW; Economic & Planning Systems

Employment Demand

Jobs are an indicator of housing demand, and the average wages of jobs identify the affordability levels of housing. The total number of jobs by industry are shown in **Figure 11** with the corresponding average annual wage. Eagle's largest industry, Education, has over 1,000 jobs with an average annual wage of \$53,500. The second and third largest industry sectors, Construction and Public Administration, have average wages higher than Eagle's at \$63,900 and \$69,700 respectively. While Hotel and Restaurant and Retail Trade, the fourth and fifth largest industries have much lower average wages at \$30,300 and \$43,100 respectively. The differing wage levels of the largest industries in Eagle represent the varying housing needs of workers.

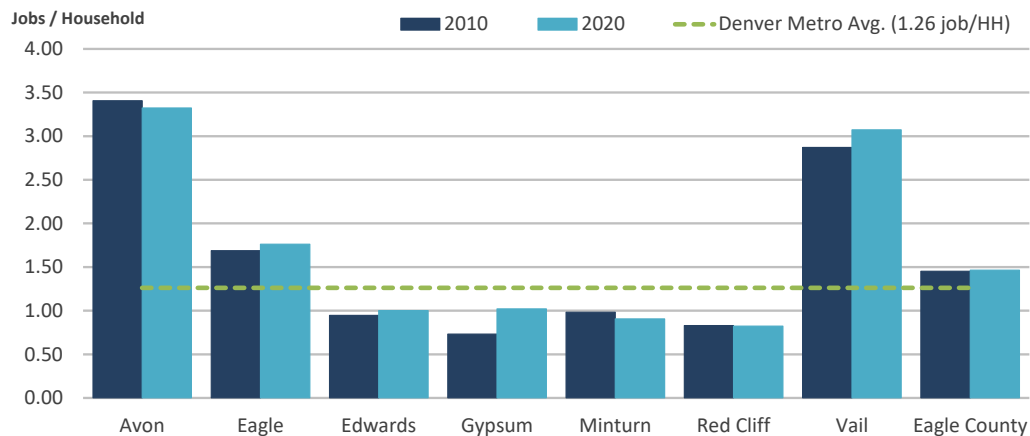
Figure 11. Town of Eagle Employment and Average Annual Wage by Industry, 2021



Source: CDLE QCEW; Economic & Planning Systems

The jobs to household ratio compares the number of jobs in an area to the number of households. This helps to understand the balance between the two. Resort communities have higher ratios due to a higher number of residents with multiple jobs. Eagle has 1.76 jobs per household, shown in **Figure 12**, which is higher than Eagle County with 1.46 jobs per households. Avon and Vail have higher ratios due to their proximity to the two ski mountains in Eagle County and have ratios over 3.0 jobs per household. Other communities in Eagle County have a more balanced ratio of 1.0 jobs per household or less with residents living and working in the community. As a point of comparison, the Denver Metro average is 1.26 jobs per household. A high ratio can indicate multiple job holders and an imbalanced housing market.

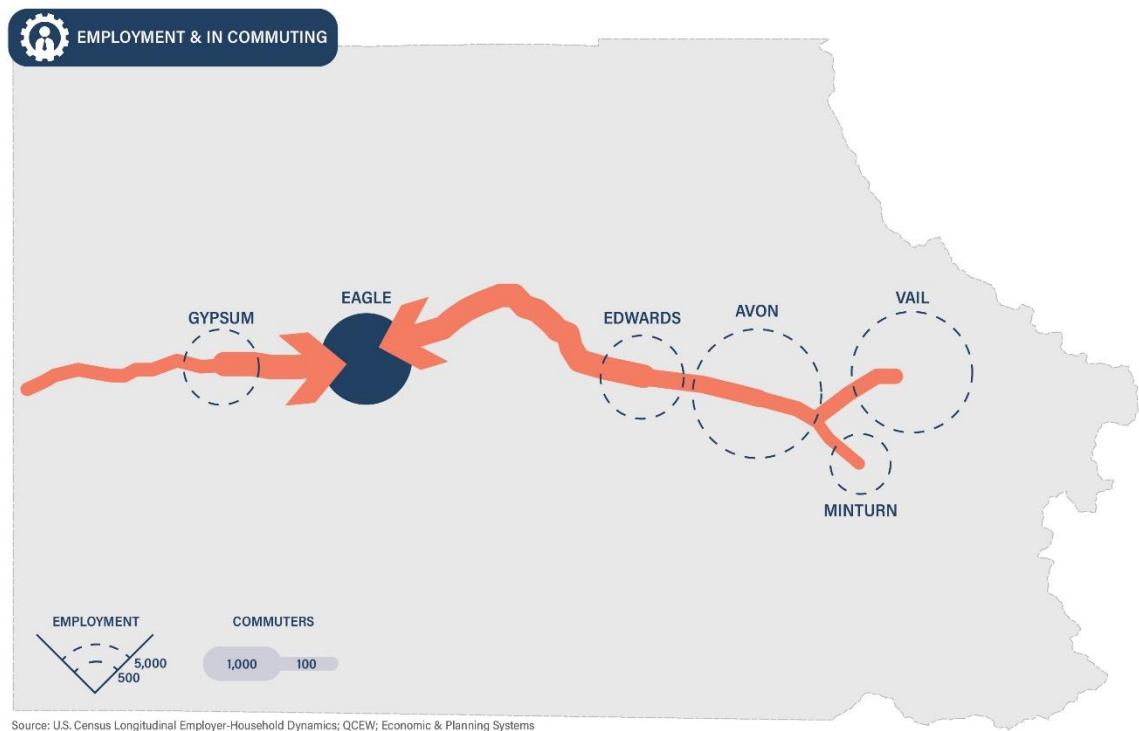
Figure 12. Ratio of Jobs to Households, 2010-2020



Source: CDLE QCEW; DOLA; U.S. Census; Economic & Planning Systems

The Town has many commuters from within Eagle County, which represents the connectivity throughout the County. Eagle has grown as an economic hub and attracts workers from up and down the I-70 corridor. Approximately 56 percent of Town workers live in Eagle County, which is considered local as many workers may prefer to live in other locations and there is a fluidity of residents and workers within the County (**Figure 13**). Alternatively, 44 percent of Town workers commute from outside Eagle County, which illustrates a portion of unmet housing demand of workers. It is important to note that this does include remote workers. Further analysis of commuting patterns will be evaluated as part of the *Eagle Economic Development Plan* to determine the impact on housing and employment demand. The *Eagle Economic Development Plan* will be completed later this year.

Figure 13. Town of Eagle In-Commuting, 2019



3. Housing Supply and Demand

This chapter examines the supply and demand of housing in Eagle. The supply side examines the status of the current inventory, the nature of new residential development, and the affordability of existing housing. The demand side identifies factors influencing the pressure for new housing including employment, the housing market performance, unmet housing needs, and the magnitude of cost burdened households. These supply and demand factors will support the identification of housing targets to establish a more balanced community.



Housing Supply

Residential Development Activity

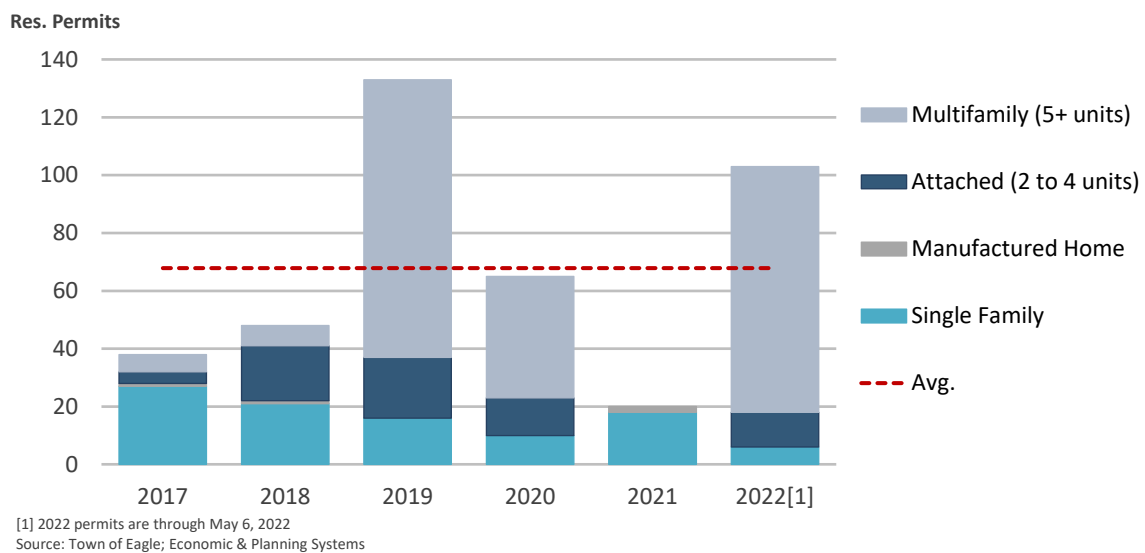
As previously noted in **Table 2**, Eagle is increasing the number of permanent, full-time residents with a decline in seasonal and recreational homes. Since 2010, the occupied housing inventory increased for both homeowners and renters. Recent residential development activity shows how the new supply reflects local demand. From 2017 to May of 2022, the Town approved a total of 407 permits for an average of 68 permits annually, shown in **Table 6** and **Figure 14**. This recent and planned housing production offers more diverse options in Eagle with 58.0 percent multifamily units and 17.0 percent attached units. Additionally single-family detached homes account for 24.1 percent and 1.0 percent are manufactured homes.

Table 6. Town of Eagle Residential Building Permits, 2017-May 2022

Description	2017	2018	2019	2020	2021	2022 ^[1]	2017-2022		
							Total	%Total	Avg.
Single Family	27	21	16	10	18	6	98	24.1%	16
Manufactured Home	1	1	0	0	2	0	4	1.0%	1
Attached (2 to 4 units)	4	19	21	13	0	12	69	17.0%	12
Multifamily (5+ units)	<u>6</u>	<u>7</u>	<u>96</u>	<u>42</u>	<u>0</u>	<u>85</u>	<u>236</u>	<u>58.0%</u>	<u>39</u>
Total	38	48	133	65	20	103	407	100.0%	68

^[1]Through May 6, 2022

Source: Town of Eagle; Economic & Planning Systems

Figure 14. Town of Eagle Residential Building Permits, 2017-May 2022

In addition to the building permit activity, there are 1,490 entitled units in Eagle, shown in **Table 7**. These entitled projects are anticipated to develop over the next 5 to 10 years, but the exact timing will depend on market conditions. The magnitude of the entitled but unbuilt inventory is significant, and these entitlements will increase the current housing supply by more than 50 percent. These units are required to meet the current LERP regulations and based on existing development agreements they are exempt from future LERP modifications and new affordable housing programs and fees. While there are several projects entitled, each has a unique development agreement with the Town to negotiate development requirements, including LERP participation.

Table 7. Town of Eagle Entitled Residential Development, 2022

Description	Single Family/ Attached	Multifamily	Total
Reserve at Hockett Gulch	---	500	500
Haymeadow	493	344	837
Red Mountain Ranch	153*	---	153
Total	646	844	1,490

*Product type varies

Source: Town of Eagle; Economic & Planning Systems

Affordable Housing Inventory

The area median income (AMI) is defined by U.S. Department of Housing and Urban Development (HUD) by county and is adjusted annually, calibrated by household size. The average household size in Eagle is 2.9 persons, therefore a 3-person household is used to identify the AMI thresholds, shown in **Table 8**. In 2021, a 3-person household earning 100% AMI in Eagle County earned \$90,000 annually, and could afford to purchase a home for a maximum of \$352,900 and pay a maximum of \$2,250 per month for rent (assuming not more than 30 percent of household income is spent on housing costs). These AMI definitions are referenced throughout this chapter and used to compare existing market rate housing costs to affordable thresholds.

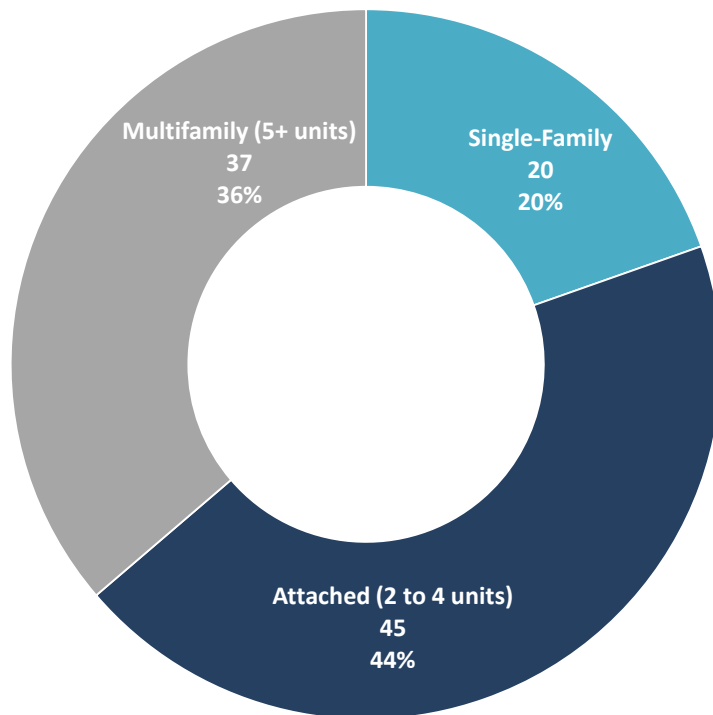
Table 8. Eagle County AMI and Maximum Housing Costs, 2021

Eagle County	80% AMI	100% AMI	120% AMI	140% AMI
Household Income (3-persons)	\$72,000	\$90,000	\$108,000	\$126,000
Max Affordable Home Price	\$259,800	\$352,900	\$446,000	\$539,300
Max Affordable Monthly Rent	\$1,800	\$2,250	\$2,700	\$3,150

Source: HUD; Economic & Planning Systems

The Town has two housing programs in place for inclusionary housing, which include the Local Employee Residency Program (LERP) and Eagle Ranch Locals Housing Program Restrictive Covenant. Both programs require housing projects with 10 or more units to have a minimum of 10 percent of units affordable for lower to moderate income households. There are no household income restrictions tied to the units and the sale price must be affordable for 90% to 100% AMI. While there is not an income cap, there is an appreciation cap, and when units are sold, resale prices are limited to an appreciation cap of 3.0 percent annually. Currently, there are 102 deed restricted homes throughout Eagle (including Eagle Ranch). These units account for approximately 3.8 percent of the Town's housing inventory and consist of a mix of unit types. Attached units, which include 2 to 4 units, account for 44 percent of Eagle's deed restricted inventory with a total of 45 units, shown in **Figure 15**. Multifamily or condominium units account for 36 percent with 37 units and single-family units account for 20 percent with 20 units.

Figure 15. Eagle Deed Restricted Units by Type, 2022



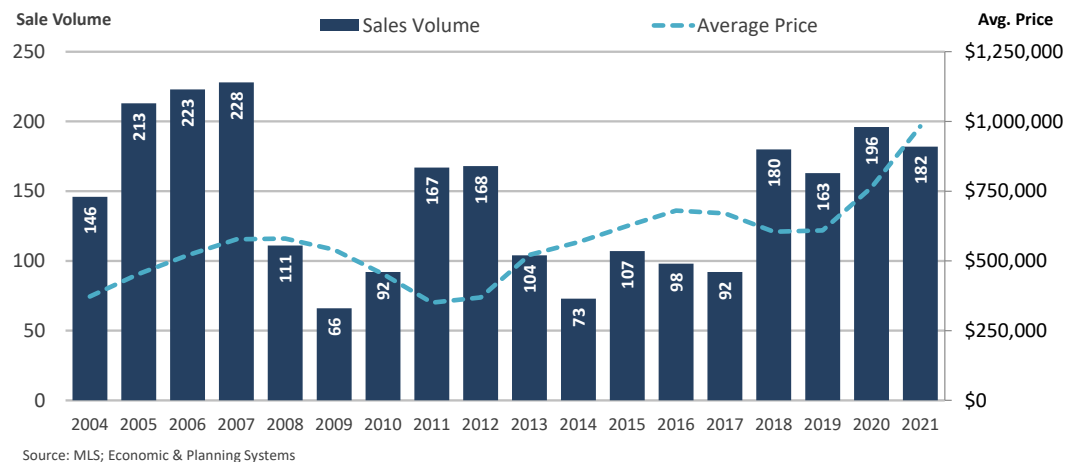
Source: Town of Eagle; Economic & Planning Systems

In addition to deed restricted units, there are five affordable rental housing developments located in Eagle with approximately 192 units. This includes Eagle Villas I + II (120 units) and three age-restricted senior developments—Two10 @ Castle Peak (22 units), Golden Eagle Senior Apartments (36 units), and Seniors on Broadway (14 units).

Residential Sales

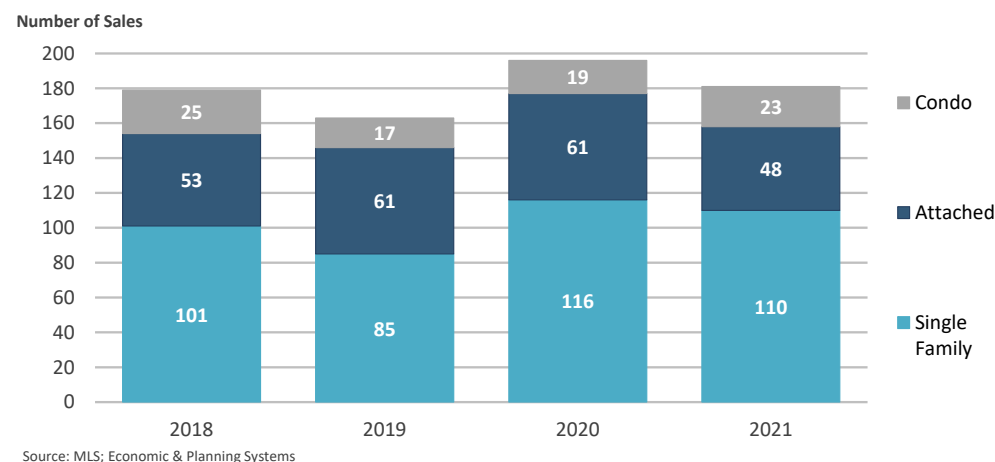
The volume of residential sales in Eagle from 2004 to 2021 is shown below in **Figure 16** with the average annual sale price overlayed. Over this 18-year time period, Eagle had over 2,600 sales with an average of 145 sales per year, which accounts for approximately 14 percent of sales countywide. Residential real estate activity picked up in recent years, since 2018, and the Town is nearly back to the height of sale activity in 2007 with close to 200 annual sales.

Figure 16. Town of Eagle Sales Volume and Average Price, 2004-2021



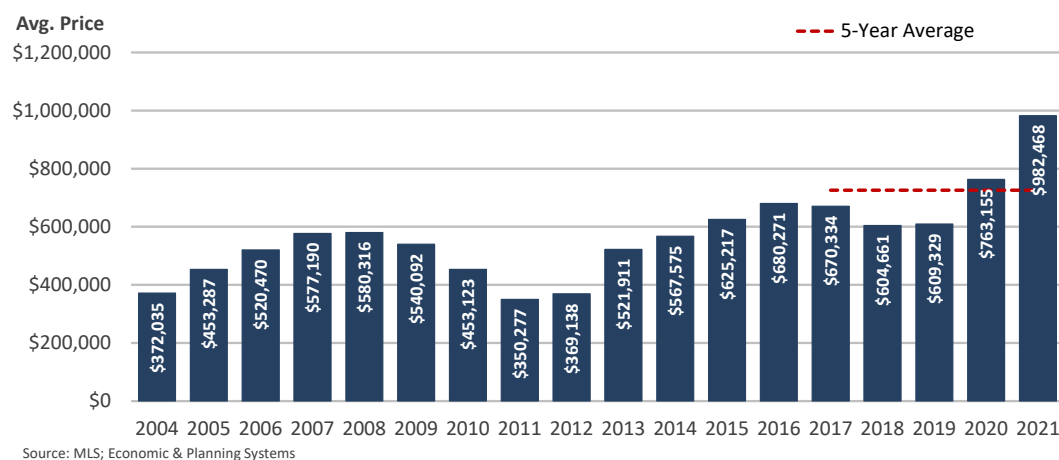
In 2021, the majority of home sales, 61 percent, were single-family detached units, while 27 percent were attached units (such as duplex or townhome units), and 13 percent were condominium units, shown in **Figure 17**. The increase in residential sales in 2020 from the previous years was specifically in single-family detached units, which had 116 sales in 2020 compared to 101 sales in 2018 and 85 sales in 2019. In 2020, attached and condo units had relatively the same number of sales as prior years.

Figure 17. Town of Eagle Sales Volume by Home Type. 2018-2021



The average sale price in the Town of Eagle hit an all-time high in 2021 at \$982,500, shown in **Figure 18**. Eagle experienced significant increases in average price over the past two years with a 25 percent price appreciation from \$609,300 in 2019 to \$763,200 in 2020 and a 28 percent price appreciation from 2020 to 2021. The significant increases in price reflect the increase in demand, which reflects the surge in pricing found in many comparable communities throughout the Rocky Mountain West. This was attributed in part to the pandemic, in which buyers left urban areas and sought out desirable remote communities like Eagle. The Town has experienced a strong residential market with especially high demand and price points over the past two years. Previously, from 2013 to 2019, Eagle experienced increases in the average home price most years with the average price staying in the \$600,000 range. This timeframe represents a period of normalcy when Eagle recovered from the 2008 Great Financial Crisis and before the COVID-19 pandemic.

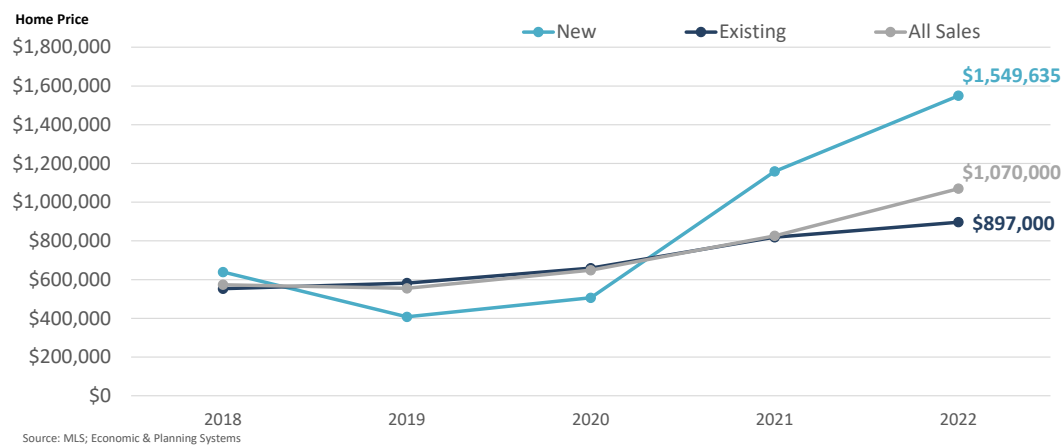
Figure 18. Town of Eagle Average Price, 2004-2021



The following chart and table include the most up-to-date sale data through May of 2022. The data is based on the sales of 57 homes, which is a fraction of the typical sales in a year.

The median home price increased from \$555,000 in 2019 to over \$1.0 million in May 2022, shown in **Figure 19**. New homes are built and sold within a five year period and account for about 20 percent of total sales from 2018 to May 2022. There was minimal price difference between existing and new homes from 2018 to 2020, while in 2021 and 2022 new homes sold at a premium. There was a \$340,000 price differential between a new home versus an existing home in 2021 and this increased to \$653,000 in May 2022. Prior to 2021, there was extremely high demand and lack of new construction causing existing units to have a higher median price. Demand has declined slightly, although still high, and there were more new single-family detached units, rather than new condos or attached units, causing the higher median price for new products.

Figure 19. Town of Eagle Median Sale Price, 2018-May 2022



Residential sales are shown by AMI distribution and unit type in **Table 9** with a green gradient applied to highlight the higher concentrations of units. The AMI distributions in dark green have the highest number of units while light green or white have the lowest number of units. Only 3 percent of all sales were affordable to households earning 80% AMI or less and most of these were attached or condo units. Attached and condo units are a more affordable style of home and most of these units are affordable to households between 81% and 150% AMI. Single-family homes are largely affordable to higher AMI households with about 60 percent between 151% and 300% AMI and 20 percent between 301% and 400% AMI. There is a lack of affordable single-family homes in Eagle, only 5 percent of single-family units were affordable for households at 150% AMI or less.

Table 9. Town of Eagle Home Price by AMI, 2018-May 2022

Price by AMI	Single Family	Attached	Condo	Total	% Total
Less than 30% AMI	1	0	0	1	0.1%
31% - 60%	1	1	1	3	0.4%
61% - 80%	4	5	11	20	2.6%
81% - 100%	1	16	20	37	4.8%
101% - 120%	3	57	28	88	11.3%
121% - 150%	14	87	22	123	15.9%
151% - 200%	103	59	8	170	21.9%
201% - 300%	164	8	1	173	22.3%
301% - 400%	89	0	0	89	11.5%
401% - 500%	36	0	0	36	4.6%
Greater than 500% AMI	36	0	0	36	4.6%
Total	452	233	91	776	100.0%

Source: MLS; HUD; Economic & Planning Systems

Housing Demand

Household Forecast

Eagle County's household forecast is from the Colorado Department of Local Affairs (DOLA). The County is projected to grow by over 5,000 households from 2020 to 2040, shown in **Table 10**. This is an average of approximately 250 households per year at an annual growth rate of 1.1 percent. The Town of Eagle currently accounts for about 12 percent of countywide households. As the County grows, Eagle is anticipated to capture a larger portion of countywide households with about 16 percent in 2040. This forecast is based on several factors, primarily the amount of entitled unbuilt development that exists today.

For this plan, the forecast from 2020 to 2040 calls for approximately 1,600 households, which will capture almost a third of countywide growth. This is an average of 80 households per year at an annual growth rate of 2.5 percent.

Table 10. Household Growth Forecast, 2020-2040

Forecast	2020	2030	2040	2020-2040		
				Total	Ann. #	Ann. %
Households						
Eagle County	21,101	23,572	26,138	5,037	252	1.1%
Town of Eagle	2,551	3,265	4,180	1,629	81	2.5%
% of County	12.1%	13.9%	16.0%	32.3%		

Source: CO Dept. of Local Affairs; Economic & Planning Systems

Employment Forecast

Eagle County's employment forecast is from the Colorado Department of Local Affairs (DOLA). The County is projected to grow by over 16,100 jobs from 2021 to 2040, shown in **Table 11**. This is an average of approximately 850 jobs per year at an annual growth rate of 2.1 percent. The Town of Eagle currently accounts for about 14 percent of countywide jobs. As the County grows, Eagle is anticipated to continue to capture this larger portion of countywide jobs. From 2021 to 2040, Eagle is forecasted to grow by approximately 2,170 jobs and will capture approximately 13 percent of countywide growth. This is an average of 110 jobs per year at an annual growth rate of 2.0 percent.

Table 11. Employment Forecast, 2021-2040

Description	Actual 2021	Forecast 2030	Forecast 2040	2021-2040		
				Total	Ann. #	Ann. %
Eagle County	32,896	43,546	49,008	16,112	848	2.1%
Eagle	4,696	6,096	6,861	2,166	114	2.0%
% of County	14.3%	14.0%	14.0%	13.4%		

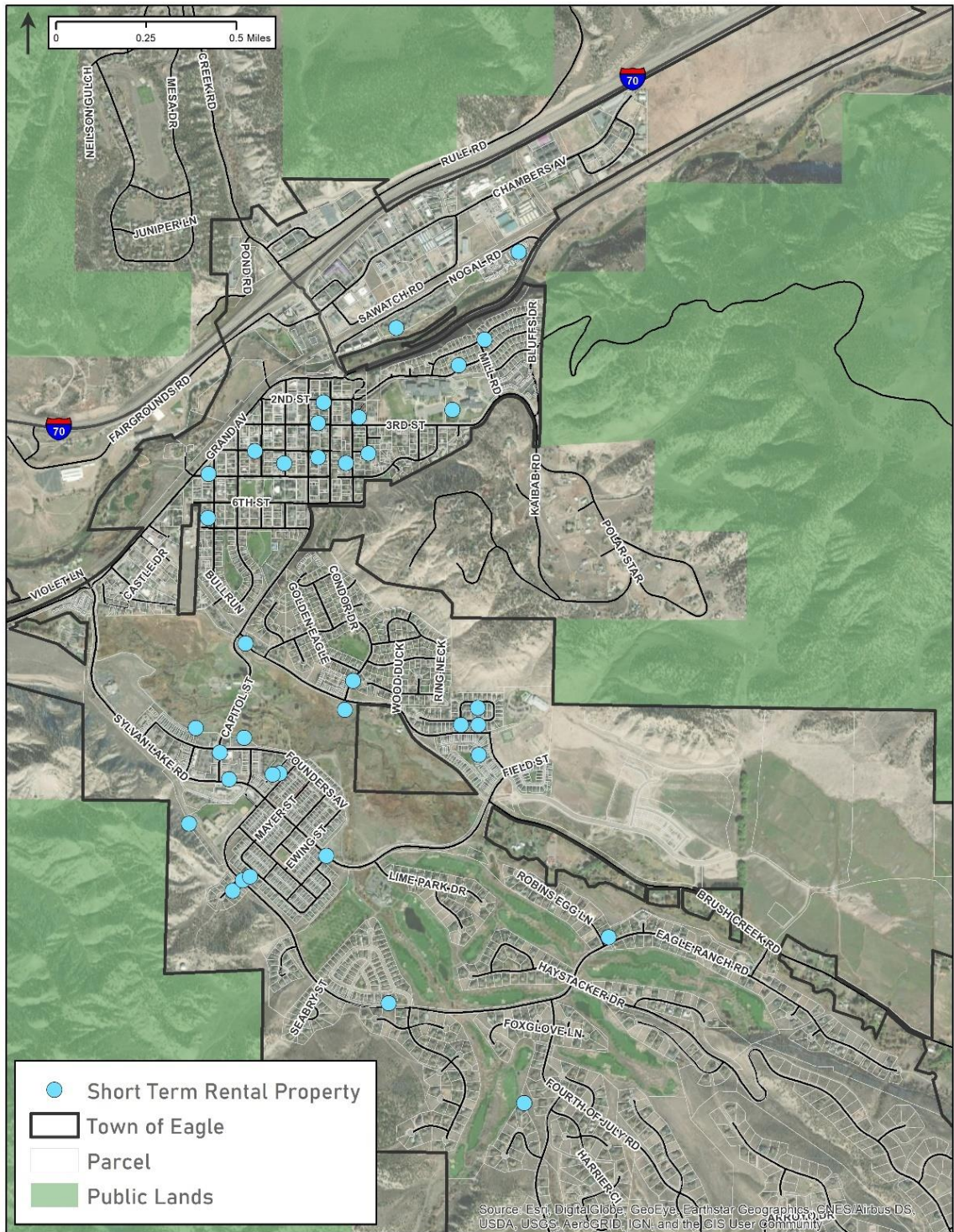
Source: CO Dept. of Local Affairs; Economic & Planning Systems

Short Term Rentals

Short term rental (STR) properties are becoming more of a priority issue in many communities, particularly mountain resorts and resort-impacted locations. STRs reduce the amount of long-term rental housing in a community by eliminating units that could otherwise be rented to the local workforce. This reduces the housing supply and exacerbates housing issues in mountain and resort communities where inventory is already extremely limited. In turn, this can displace full-time residents and workers when they are unable to find housing. Additionally, a large amount of STRs can diminish the community character with a lack of full-time residents actively engaged in the community throughout the year.

There are currently 36 short term rental properties in Eagle, including 14 in Eagle Ranch, shown in **Figure 20**. Approximately 51 percent of the STRs are entire homes or apartments and 49 percent are a private room or guest suite, in which the main unit is occupied by the property owner. STRs do not currently pose a threat to Eagle's housing availability and represent approximately 1 percent of the total housing inventory. The Town has an opportunity to be proactive about STRs and implement regulations for them now before they become a larger issue as other mountain and resort communities have experienced.

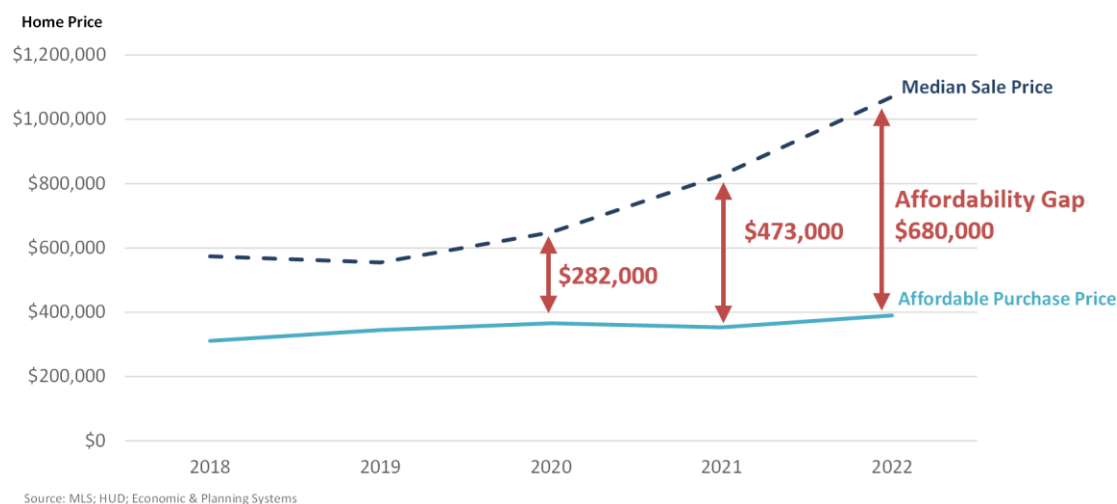
Figure 20. Town of Eagle Short Term Rentals, 2022



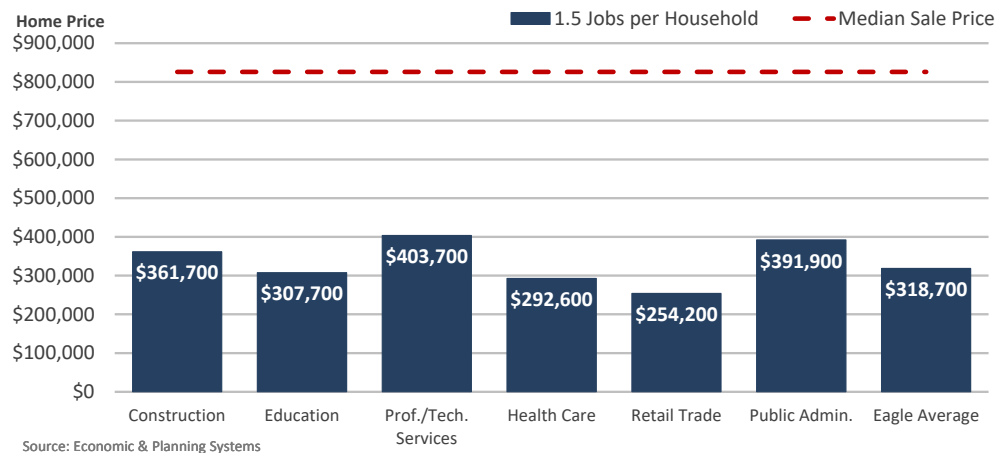
Housing Affordability

Homes in Eagle are increasingly not affordable to households earning 100% AMI or \$90,000 a year, shown in **Figure 21**. The difference between the median home price and the price affordable to a household earning 100% AMI is the affordability gap. This illustrates the disconnect between market prices and household incomes. From 2018 to 2019 the affordability gap contracted with a slight increase in the affordable purchase price and a slight decline in the median sale price. In 2020 and each year following, this gap significantly increased. In 2022, the affordability gap is a \$680,000 price differential. According to the Eagle's Community Survey in 2021, over 50 percent of respondents worry about affording to live in Eagle in the future or can no longer afford to live in Eagle and moved.

Figure 21. Town of Eagle Affordability Gap, 2018-May 2022



Another perspective on housing affordability is to compare the potential acquisition price of a home, based on local wages, to the median sales price. For this exercise, the affordable purchase price of a home was calculated based on the average annual wages for six industries along with the Town average. These six industries are either one of the largest or fastest growing in Eagle and show the price individuals can afford to spend on a home. This calculation assumes 1.5 job earners per household with 1.0 wage earner in the identified sector plus 0.5 wage earner at the Town average. A household earning the average annual wage in Eagle (\$55,600) can afford a home that costs \$318,700, shown in **Figure 22**. Even higher earning industries, like Professional and Technical Services, cannot afford a home in Eagle at the median sale price.

Figure 22. Affordability by Average Industry Wage, 2021

Cost Burdened Households

Cost burden is defined as spending more than 30 percent of the household's gross monthly income on housing. In Eagle, approximately 32.0 percent of all households are cost burdened, shown in **Table 12**. The need for more affordable housing varies based on tenure and AMI level. Renter need is concentrated at lower AMI levels, while owner need is concentrated at the low and high end of the distribution. About 18 percent of renter households below 80% AMI are cost burdened, including 12 percent between 30% and 60% AMI. Approximately 6 percent of owner households below 80% AMI are cost burdened as well as 4 percent of households over 200% AMI.

Table 12. Town of Eagle Cost Burdened Households, 2019

Description	Eagle	
	Total	% of HHs
Owner		
Under 30% AMI	17	0.9%
30% to 60% AMI	84	4.4%
60% to 80% AMI	5	0.2%
80% to 100% AMI	5	0.3%
100% to 120% AMI	5	0.3%
120% to 150% AMI	7	0.4%
150% to 200% AMI	12	0.7%
Above 200% AMI	74	3.9%
Total	210	11.0%
Renter		
Under 30% AMI	65	3.4%
30% to 60% AMI	235	12.3%
60% to 80% AMI	50	2.6%
80% to 100% AMI	23	1.2%
100% to 120% AMI	3	0.1%
120% to 150% AMI	4	0.2%
150% to 200% AMI	7	0.3%
Above 200% AMI	13	0.7%
Total	400	21.0%
Total Cost Burden Households	610	32.0%

Source: U.S. Census ACS 5-year, HUD; Economic & Planning Systems

Housing Gaps

Housing gaps are identified by comparing the number of households to housing units at each AMI level for owners and renters. The distribution of households is based on the incomes of all wage earners, benchmarked to the HUD 100% AMI baseline. The distribution of housing costs is based on home value and gross rent as reported by the American Community Survey (ACS). This represents the disparity between the existing housing supply and household incomes. Owner occupied units have significant gaps between 101% to 150% AMI, shown in **Table 13**, as well as over 200% AMI. Renter occupied units have significant gaps at 60% AMI and below. According to the Eagle's Community Survey in 2021, 75 percent of respondents either have struggled or know someone who has struggled to find housing.

Table 13. Town of Eagle Housing Gaps, 2019

Description	Total
Owner	
Less than 30% AMI	-2
31% to 60% AMI	-102
61% to 80% AMI	-57
81% to 100% AMI	-126
101% to 120% AMI	-175
121% to 150% AMI	-179
151% to 200% AMI	-116
Greater than 200% AMI	-254
Total	0
Renter	
Less than 30% AMI	-73
31% to 60% AMI	-137
61% to 80% AMI	233
81% to 100% AMI	33
101% to 120% AMI	-25
121% to 150% AMI	3
151% to 200% AMI	13
Greater than 200% AMI	-55
Total	0

Source: U.S. Census ACS 5-year; HUD; Economic & Planning Systems

4. Housing Targets

This chapter examines where the most significant affordability gaps are in the housing inventory to identify housing goals. Housing needs are evaluated in terms of “catch up” and “keep up” to estimate housing targets. Catch up determines the need to meet existing housing demand and keep up determines the need to meet future housing demand. Together, catch up and keep up establish a housing target broken down by AMI level for the next 20 years.



Catch Up

Catch up addresses improving existing affordability conditions based on data that reflects the current market and current community composition. The catch-up need is based on supporting a portion of existing cost burdened households. There are currently 610 cost burdened households in Eagle across all AMI levels. A recommended target for Eagle is to reduce the number of cost burdened households by 50 percent for households at 140% AMI and below. The catch-up need also addresses unmet housing demand from workers having to commute into Eagle because they cannot find affordable housing in Eagle or Eagle County. Currently, 16 percent of Eagle’s workers both live and work in Eagle, with the balance commuting in. Due to the interconnected economy and community in Eagle County, the catch-up need is only focused on in-commuters traveling from outside the County. Therefore, a modest goal to increase the existing 16 percent of workers who live in Eagle to 20 percent is recommended. This results in a total catch up need of 362 units, shown below in **Table 14**.

Keep Up

Keep up estimates the amount of housing that will be needed to maintain housing demand generated by employment growth in Eagle. Eagle is projected to add 2,166 jobs by 2040 based on a continued 14 percent share of Eagle County employment (**Table 11**). Eagle has an average of 1.2 jobs per worker, which is applied to the projected job growth by dividing 2,166 by 1.2 to calculate the number of workers. To estimate the number of households the new jobs will generate, the number of workers is divided by the number of jobs per household,

1.7. This results in 1,062 households generated by job growth. The final step is to apply the percentage of workers that will live in Eagle, which is based on the same catch-up goal of 20 percent. This results in a total keep up need of 212 units, shown in **Table 14**.

The AMI distribution is based on average annual wages by industry assuming 1.7 jobs holders per household. The resulting household income distribution reflects the composition of Eagle's local wage earners, as noted in the previous section. Given that it factors in financial gaps by AMI, there is a greater concentration of need at the lower AMI levels. The total housing target for Eagle is 574 units at 140% AMI or less by 2040. This includes 51 units at less than 30% AMI, which are extremely low income and are typically funded through federal programs. The Town should focus on the housing target between 30% and 140% AMI of 523 units or an average of 29 units a year. This includes a need for 198 units (35 percent of the total target) between 30% and 60% AMI, which are typically funded through state programs. The target includes 110 units or 19 percent between 80% and 100% AMI. The balance of 126 units are needed from 100% up to 140% of AMI. It is important to note that the housing target can include net new units (new construction that increases the overall housing inventory) as well as converting exiting units to affordable units at 140% AMI and below through buy-down, deed restriction, or covenant.

Table 14. Eagle Housing Targets, 2022-2040

Description	Catch Up	Keep Up	Total	% Total
Assumptions				
Jobs per Employee	---	1.2		
Jobs per Household	1.7	1.7		
% of Workers to House Locally	20%	20%		
% of Cost Burdened HHs to Support	50%	---		
Need by AMI				
Less than 30% AMI	41	10	51	8.9%
30% to 60% AMI	160	38	198	34.5%
60% to 80% AMI	36	53	89	15.5%
80% to 100% AMI	42	68	110	19.2%
100% to 120% AMI	50	34	84	14.6%
120% to 140% AMI	<u>33</u>	<u>9</u>	<u>42</u>	<u>7.3%</u>
Total	362	212	574	100.0%

Source: Economic & Planning Systems

5. Affordable Housing Strategies

This chapter describes in detail the affordable housing strategy recommendations in Chapter 1. These strategies were identified based on the market conditions and housing supply and demand summarized in prior chapters, peer community research, and discussions with Town staff and Town Council. The recommended strategies are intended for implementation and were vetted with Town staff and Town Council to

determine their viability. The Town is well positioned to take action and create sustainable solutions for affordable housing that will enhance the vibrant community by addressing the needs for a variety of household types.



Peer Community Strategies

Peer communities for Eagle were identified based on location, size, and community characteristics. The existing affordable housing policies for these communities are summarized in **Table 15**. Communities identify a housing target based on existing and future needs. This target identifies a specific housing goal to work towards and influences the implementation of various policies and programs. Of the peer communities selected, Breckenridge, Crested Butte, Durango, and Vail have housing targets identified.

- **Breckenridge** – Housing target of 1,171 affordable units, including 841 for-sale units and 330 rental units between 30% and 180% AMI.
- **Crested Butte** – Housing target of 30 percent of units deed restricted to local residents (resident occupied deed restriction). Currently, Crested Butte has 23 percent of units deed restricted (which translates to about 225 units) and is 75 units away from its goal. In addition, Crested Butte has a goal to own 15 rental units to lease to Town employees. As of 2021, it had obtained 10 units towards this goal.
- **Durango** – Housing target of 1,000 affordable units by 2040.
- **Vail** – From 2018 to 2027, Vail's housing target is to add 1,000 net new deed restricted units as part of the Vail InDEED program. The deed restrictions require resident occupied (RO) households, but do not have limits on resale or income qualifications.

Housing policies in peer communities were evaluated to understand the approaches nearby communities are using and how Eagle compares. Half of the peer communities have an inclusionary housing policy in place and most without have a buy-down program instead. The inclusionary housing ordinance requirements vary, but Eagle has the lowest requirement at 10 percent of developments with 10 or more units. Carbondale and Basalt have the most aggressive policies that require 20 percent of all units in Carbondale and 20 percent of two or more units in Basalt. All peer communities, except Eagle, have either an STR fee or tax and most also have an STR cap. The number of STRs in Eagle is low, but the Town could be proactive to control increases in STRs in the future. Fee waivers for affordable housing are available in four communities, including Eagle.

Eagle County administers two buy-down programs (Locals First Program and Good Deeds Program) that can be used throughout the County. These programs are described in more detail on page 46. In addition, there is a buy-down program exclusively in Eagle Ranch, which is administered through The Valley Home Store. Buy-down and deed restriction acquisition are also in Avon, Breckenridge, Crested Butte, and Vail. Additionally, Breckenridge has the only land bank program, which has been successful with the development of affordable units in two subdivisions (Block 11 and McCain).

Table 15. Peer Community Affordable Housing Policies, 2022

Community	IHO	STR Fee/Tax	STR Cap	Fee Waiver	Buy-Down/ DR Acq.	Land Bank
Eagle 37 STRs	10% of 10+ units	X	X	Yes	Eagle Ranch only	X
Avon 945 STRs	X	\$150-\$500 annual fee; 2% tax	15% cap in overlay district	Yes	Yes	X
Basalt 70 STRs	20% of 2+ units	\$150 annual fee	Restricted by type	X	X	X
Breckenridge	X	\$400/br annual fee	Caps by zone	Yes	Yes	Yes
Carbondale	20% of all units	Annual fee based on bedrooms	Primary res. and ADUs	X	X	X
Crested Butte	X	\$750 annual fee; 7.5% tax	Caps by zoning and type	X	Yes	X
Durango	16% of 4+ units	\$750 annual fee	Zoning restrictions	X	X	X
Fruita	X	\$25 annual fee	Cap in DT	X	X	X
Glenwood Springs	20% of 10+ units	\$250 annual fee	Zoning restrictions	Yes	X	X
Vail 2,834 STRs	X	\$260 annual fee	X	X	Yes	X

Framework

This *Comprehensive Affordable Housing Assessment* is organized in two ways—priority or timing of implementation and lead entity or partnerships. The high priority recommendations are for near-term implementation, while others are for long-term implementation. The high priority recommendations should be of focus and streamlined for adoption. Many of these are crucial to increase the affordable housing supply in Eagle. The Town of Eagle is the lead entity and can implement the majority of the recommendations. There are partnership recommendations in which the Town would partner with Eagle County, Eagle Ranch Housing Corporation, private developers, and/or nonprofit or other organizations.

Town of Eagle Strategies

Inclusionary Housing Ordinance (IHO)

The Town's existing inclusionary housing ordinance should be updated to increase the supply of affordable housing and establish explicit guidelines for different types of housing. These updates should apply to both LERP and Eagle Ranch Locals Housing Program Restrictive Covenant. Additionally, it is recommended to combine these programs for ease of administration and consistency. It is recommended to decrease the current minimum unit threshold the IHO applies from 10 units or more to 3 units or more. Furthermore, it is strongly encouraged to increase the affordability percentage from 10 percent to 15 percent or 20 percent, if there is enough support from the community and Town Council. Combined, these revisions will have a significant impact on the community by applying IHO to both small and large projects and increase the number of affordable housing units in Eagle.

Eagle's IHO applies to both ownership and rental units, although the policy only explicitly identifies ownership guidelines. The Town should add explicit guidelines in the ordinance for rental units that are tied to an AMI cap, such as 140% AMI per the affordable housing definition. Additionally, it is recommended to identify a priority list for filling affordable housing units based on a tiered level. This can include specific employment groups, such as teachers, police, and local government employees as a first tier priority followed by local residents and/or employees as a second tier that is weighted by AMI level to give lower AMI households a higher priority.

Commercial Mitigation Fee

Housing mitigation is a common strategy used in Colorado resort communities to address the impact a particular development has on a community's overall housing supply. Mitigation fees are used in Mountain Village, Telluride, and under review in Vail. The mitigation fee places the responsibility on the developer to fulfill the housing need generated by the new development. A fee is levied per

square foot or unit of new development based on employment generation from a nexus study. The nexus study shows the linkage of how new development causes increased employment need, which increases demand for housing. The fee is applied at the time of building permit. Ultimately, developers are encouraged to build units on-site but can also pay the fee instead. The revenue from the mitigation fee can be used to fund affordable housing programs and developments. A mitigation fee can be established for residential and commercial development. It is recommended for Eagle to implement a mitigation for commercial development only. The residential mitigation is already captured in the inclusionary housing ordinance.

Vacant Land Inventory

The Town of Eagle is largely built out or entitled for development. There may be opportunities for acquisition of property adjacent to Eagle in the County. Elev8 is working with Eagle County and each municipality to develop an inventory of public land suitable for workforce housing. It is recommended for Eagle to build upon this analysis and develop an inventory of vacant land (public and private) for potential acquisition and annexation. Within this inventory it is important to include properties that are not currently developable, such as those in need of water rights or infrastructure. These properties will likely not develop until after all other properties but will be critical when the limited supply diminishes.

Density Increase

In the updates to Eagle's Land Use Code, it is recommended to permit additional density for single-family zone districts to allow for duplexes, triplexes, and other multiunit as a use by-right. This will increase density in most areas of town without drastically changing the character. Single-family lots will be able to develop with additional units that will increase the housing supply in Eagle as well as diversify the housing stock and potentially offer more affordable units.

Density Bonus

In the updates to Eagle's Land Use Code, it is recommended to offer a density bonus in specific nodes of town for the inclusion of affordable units. The density bonus would permit an additional 1- to 2-stories to build up to 4- or 5-stories by including a certain percentage of affordable units in the development, which would be tied to LERP requirements. At a minimum, a 1-story bonus should be offered, although the larger the bonus the more enticing it is for developers. As the inclusionary housing requirements increase, a density bonus can help offset the costs of the affordable units and encourage developers to include units on-site. A density bonus is mutually beneficial for a developer and the Town by increasing the viability of a project and constructing affordable units in key nodes within town. The density bonus should be strategically permitted along corridors and nodes where a higher density is desirable. This may include Downtown along Broadway Street, Grand Avenue, and West Eagle in areas where development can

be concentrated to establish a mix of uses and increased activity. View corridors and lower density areas should be avoided. The recommendation of adopting a density bonus for affordable housing will be further vetted and resolved through community process in 2023.

Certificate of Participation (COP)

Certificate of Participation is a financing tool where a share of the lease revenues is purchased by an investor. The primary goal of COPs is to broaden the bonding potential of a given municipality. COPs provide a 'market recognized' bonding tool that generates proceeds to be used for a public purpose and reduces the cost of the funds, given the pledge required by the sponsoring entity. The pledge provides bond investors with recourse as a municipal asset, such that there is collateral that supports the bond. Examples include municipal buildings and land, vehicles of substantial value (i.e., buses), and water rights. Terms require the asset to have a monetizable value. The understanding is that the Town can service the debt without exposing risk to the asset. The debt service often takes the form of a general fund set-aside. In some cases, the cash flow for debt service can include revenues from affordable housing tenants and/or home buyers. In the event that the project revenues from the affordable housing are insufficient to cover the full debt service, the sponsoring entity can supplement with General Fund allocations. It is recommended to use COPs for the development of affordable housing by the Town or through a public private partnership.

Short Term Rental (STR) Regulations

There are currently 36 STRs in Eagle and while this is very minimal it is recommended for Eagle to establish regulations around STRs to be proactive and have control over how STRs increase and impact the community. A STR tax and fee will generate very minimal revenue with the current number of STRs, but as STRs increase over time so will the revenue. These revenues must be earmarked for affordable housing programs and projects. It is recommended to create an affordable housing fund for the dedicated revenues.

STR Tax

A short-term rental tax is an excise tax levied on guest stays in properties licensed as short-term rentals. A short-term rental tax is charged on visitor stays, on top of the existing sales and lodging taxes. In markets with a significant base of tourism, this tax can be an effective way to generate revenue from visitors rather than the local community. Moreover, as short-term rentals have proliferated as a lodging type over the past several years and have created negative impacts on housing markets, short-term rental taxes are increasingly seen as a viable, defensible revenue source for affordable housing. Voter approval from an election is required to implement an STR tax.

STR Fee

A short-term rental fee is a regulatory fee levied on short-term guest rentals, typically on an annual per-bedroom basis. The fee applies to property owners with a short-term rental license. The fee is predicated on the existence of reasonable relationship between guest spending from short-term rentals and the demand for affordable housing that guest spending creates through generating employment.

An STR fee also accounts for the possibility that a home used as a short-term rental could be occupied by a local resident, and the fee is further based on the difference between the impact of guest spending in the local economy and the baseline impact of local resident spending.

In markets with a significant amount of visitation activity, a short-term rental fee is a viable way to generate funding for affordable housing from the tourism economy and in a way that is passed onto visitors rather than residents. As a regulatory fee, the revenue must be used to fund affordable housing programs and projects. As a fee, not a tax, it is an adopted ordinance by Town Council. The revenue from a STR fee would be minimal in Eagle, but it is recommended to establish a fee to better regulate the number of STRs in town and start an affordable housing fund. Additionally, it is recommended to apply the fee to all STRs, including owner occupied STR operations.

STR Cap

An STR cap restricts the number of STRs allowed within town. A cap is widely used in mountain and resort communities where STRs have significantly increased in recent years and restrict a substantial portion of the housing inventory. STRs are currently prohibited in certain areas of Eagle by Homeowners Associations (HOAs). The HOAs have issues with enforcement and STR restrictions at the Town level would be more effective. It is recommended to identify areas that currently restrict STRs and then set a cap related to the total number of housing units in allowable areas, such as a percentage of total units in permitted areas. A STR cap helps to maintain an available housing supply for local residents and workers as well as sustain a vibrant community year-round.

Acquire Affordable Units for Staff

The Town of Eagle has struggled to fill open positions in various departments due to candidates' inability to acquire housing in Eagle or Eagle County. This negatively impacts the Town's ability to perform to typical standards and places additional strain on existing employees. It is recommended to use Town funds to acquire affordable housing units specifically for housing Town staff. These units can be used as a recruitment tool to fill positions within the local government.

Real Estate Transfer Assessment (RETA)

A real estate transfer assessment (RETA) is a fee applied to the sale of a property. A RETA is applied on a project-by-project basis, such as a subdivision development. The developer agrees to the terms of the RETA at time of entitlement. There is a strong correlation between the fee charged and community benefit, which typically differs for residential and commercial properties. For example, Winter Park has RETAs that vary from 0.5 percent to 1.0 percent on commercial property and 0.5 percent to 1.5 percent on residential property. A RETA can be applied to a large development to help offset the impact on workforce housing and Town services. It is recommended to establish RETAs on future developments at time of entitlement and dedicate it toward affordable housing programs.

P3 Formation

Public private partnerships are a powerful and effective way to develop affordable housing. These partnerships are mutually beneficial when negotiated properly and allow a private developer to take on the risk. When conducting a P3, the Town offers a subsidy in the form of funding, tax increment financing (TIF), land, development fee waivers, or other subsidies in exchange for affordable housing units tied to specific AMI levels. It is recommended for Eagle to establish P3s to develop new affordable housing developments with a focus on land contribution from the Town.

Gap Financing

Affordable housing developments often require gap financing to make the project feasible and the level of risk reasonable for the developer. This is especially apparent in high-cost housing markets such as mountain and resort communities where land and building costs are exceptionally high. In order for affordable housing projects to be constructed, the Town will likely need to offer a public subsidy to close the financial gap of the new development. The application of tax increment financing (TIF) is an effective way to offer gap financing without depleting existing Town resources. The development must be within the boundaries of Eagle's Downtown Development Authority (DDA) or an established Urban Renewal Authority (URA) to use TIF. TIF is not a new tax, it captures the 'increment' or additional value created by new development. The increment can be used as a public subsidy to provide gap financing for the development that would otherwise not be feasible. It is recommended for Eagle to expand the existing DDA to adjacent areas prior to new development occurring to take advantage of TIF and use it to support affordable housing projects within the DDA boundary. Additionally, URAs can be created prior to development to use TIF, but a blight study is required as is approval from each taxing entity.

State Funding Sources

In 2022, the Colorado State Legislature invested a significant amount of funding in programs aimed at affordable housing and housing stability. Using funds from the American Rescue Plan Act, the State Legislature has allocated over \$400 million to various affordable housing programs, including:

- \$150 million revolving loan fund to support affordable housing developments.
- \$138 million grant program to fund affordable housing-related projects, including infrastructure, new construction, land banking, affordable housing conversions, and eviction defense.
- \$35 million loan, grant, and technical assistance program to support mobile home owners seeking to purchase their mobile home park.
- \$40 million program that supports modular housing development.
- \$25 million to expand Colorado Housing and Finance Authority's (CHFA) middle income access program, which provides financing to support workforce housing developments.

The funding was officially allocated by the legislature in late 2022, and funds became available in 2023. The Department of Local Affairs (DOLA) is responsible for administering the programs. This represents a significant influx of funding that municipalities should seek to leverage.

In November 2022, Colorado voters passed State Proposition 123. Proposition 123 expands state funding for affordable housing by setting aside a small portion of annual state income tax revenue, equivalent to 0.1 percent of taxable income. In the first year, the measure is expected to generate \$290 million in revenue. This represents a large state investment in affordable housing, significantly higher than previous levels of state investment in housing. It is a potentially major funding source for municipalities and an important opportunity for Eagle to expand its funding for affordable and workforce housing.

The funding generated by proposition 123 will be allocated to a defined set of programs, described below. The law defines affordable housing as at or below 60% of area median income for rental housing, and at or below 100% of area median income for ownership housing.

The first three programs are managed by the Office of Economic Development and International Trade (OEDIT). The second three programs are managed by the Division of Housing within the Department of Local Affairs (DOLA).

Land Banking: \$26-\$43 million annually

- This provides grants to local governments or loans to housing nonprofits for the purpose of acquiring land for affordable housing development. Loans made by the program can be forgiven if the land is zoned for housing within 5 years and permitted and funded for housing within 10 years.
- Municipalities can effectively use this funding to expand their inventory of publicly-owned parcels, and with an expanded inventory, drive affordable housing development. Alternatively, municipalities can work with housing nonprofits or land trusts to expand their land holdings intended for affordable housing development.

Equity for affordable housing projects: \$70-\$121 million annually

- This provides equity investments in rental projects that commit to permanent affordability at an average of 90% of area median income. The investment can be made in new projects as well as existing projects that commit to preserving affordability.
- This program also creates a structure for a tenant equity vehicle, which provides tenants living in the project for at least one year a share of the project's equity growth, which the tenant can apply to a down payment for a home.

Concessionary Debt for Affordable Housing projects: \$26-\$61 million annually

- This provides low-interest debt financing for rental projects that are permanently affordable at an average of 60% of AMI. The funds are available to both new projects and existing projects that commit to preserving affordability.
- Funding priority will go to projects that are high-density and align with goals of environmental sustainability.

Affordable Homeownership: up to \$58 million annually

- This creates a down payment assistance program for homeowners below 120% of AMI.
- This offers grants and loans to housing nonprofits and land trusts to support affordable home ownership.
- This also creates a grant and loan program to associations of mobile home park owners to assist them with purchasing their park.

Homelessness Prevention: up to \$52 million annually

- This provides grants and loans to housing nonprofits and local governments to expand rental assistance, housing vouchers, and eviction defense for those at risk of homelessness.
- Also provides loans and grants to support the development of supportive housing.

Capacity Building for local governments: Up to \$5.8 million annually

- This will provide grants to local governments to increase the capacity of planning departments, with the intent of enabling planning departments to more effectively process land use, permitting, and zoning applications for housing development.

Requirements for Participation

In order for a municipality to be eligible to receive funding, or for affordable housing projects within a jurisdiction to be eligible for funding, the municipality must meet particular standards.

- A municipality must establish a plan to increase the inventory of affordable housing units within its boundaries by 3 percent annually, starting in 2027. Municipalities have to submit this plan by November 1, 2023. Part of this plan is to establish a baseline level of existing affordable housing units, which the municipality can do by referencing estimates from the American Community Survey, or estimates from the U.S. Department of Housing and Urban Development (HUD).
- A municipality must create a fast-track approval process for all housing development applications in which at least half of the units are affordable. The fast-track approval process requires that municipalities reach a decision on permit or zoning applications within 90 days of submittal, with certain exceptions.

Partnership Strategies

Eagle County Affordable Housing Programs

It is important to acknowledge the variety of affordable housing programs available from Eagle County for owners and renters. These programs should be promoted by Town staff to existing and future residents. With these programs available at the County level there is no need to replicate them locally. If there is additional demand for these programs for Eagle residents, then it is recommended for Eagle to work with the County to supplement a portion of programs specifically for Eagle residents.

- **Aid for ADUs** – A loan program to support the creation of new accessory dwelling units that rent at 100% AMI rent limit or less. Loans are available for up to \$100,000 for the construction or conversion of an existing space into an ADU.
- **Rent for Locals Program** – Assistance for qualified local renters with the first month's or first and last month's rent payment to property owner. This program aims to position renters in a more attractive and competitive spot in the rental market. This program is only available for full-time, year-round residents. For households earning 120% AMI or less only the last month's rent must be repaid. For households earning 120% AMI or more both the first and last month's rent must be repaid. The program uses a revolving program fund of \$125,000.
- **Eagle County Loan Fund** – Available to support down payment assistance, closing costs, and prepaid expenses. The loan is limited to 5 percent of the purchase price with a maximum purchase price of \$850,000. The loan fund is available for households earning 160% AMI or less or if purchasing deed restricted housing there is no income limit.
- **Locals First Program** – A cash buy program for local residents in exchange for a price capped deed restriction placed on property. The Eagle County Housing and Development Authority (ECHDA) acts as a cash buyer on behalf of the eligible buyer and then resells the property to the eligible buyer. The program requires a minimum down payment of 3 percent (excluding down payment assistance funds) with a maximum purchase price of \$850,000.
- **Good Deeds Program** – Eagle County makes a contribution towards the purchase price of a home in exchange for placing a deed restriction on the property requiring either resident occupied or price capped. The County will pay up to \$127,500 for either deed restriction, which includes 5 percent of purchase price for a resident occupied deed restriction or 15 percent of purchase price for a price capped deed restriction. The program requires a minimum down payment of 3 percent (excluding down payment assistance funds) with a maximum purchase price of \$850,000.

Eagle Ranch Housing Corporation (ERHC) Partnership

The Eagle Ranch Housing Corporation (ERHC) promotes affordable housing and oversees housing policies and programs specifically for the Eagle Ranch community through the Homeowners Association (HOA). ERHC has its own inclusionary housing ordinance (Eagle Ranch Locals Housing Program Restrictive Covenant), down payment assistance program, and buy-down program. These programs are funded through the Eagle Ranch Association Real Estate Transfer Fee, which collects a 1.0 percent fee at the time of closing on homes sold in Eagle Ranch. Of the 1.0 percent collected, 0.2 percent is dedicated to ERHC to promote housing assistance. It is recommended to establish a formal partnership between the Town of Eagle and ERHC to further the shared goals and objectives of increasing housing affordability within the town for residents and local workers. There is an opportunity to collaborate and share knowledge and resources to reach community-wide goals.

Land Bank

A land bank is established by government entities or nonprofit organizations to convert vacant, abandoned, or tax delinquent properties into productive use. Affordable housing development is often the primary goal of land banks. Land with development impediments is typically purchased and held onto for 5 to 15 years in the expectation that at least some of the impediments will be removed by market rate development. When the time is right, land can be provided to a developer for the production of rental and/or for-sale affordable housing, such as within a P3. It is recommended for Eagle to work with Eagle County and other municipalities to develop a regional land bank that supports and balances the interests of each participating entity.

Affordable Housing Projects

There are vacant properties owned by public entities in Eagle and Eagle County that are sizable to accommodate affordable housing development. These properties are currently undevelopable due to lack of infrastructure. As Eagle and Eagle County build out, these vacant properties will become crucial for housing development. It is recommended for Eagle to begin discussions with other public land holders to extend utilities to these properties and other infrastructure for affordable housing projects.



To: Mayor Turnipseed and Town Council

From: Tom Gosiorowski, Public Works Director
Martha Miller, Project Manager

Date: February 23, 2023

Agenda Item: Grand Avenue Corridor Final Design Consultant Selection

REQUEST:

To update the Town Council on the consultant selection process, make a recommendation for a consultant team to advance the Grand Avenue Corridor project, and seek direction from Council on proceeding with a fee negotiation and contract preparation.

BACKGROUND:

In early 2021, the Town of Eagle began a planning study for the Grand Avenue Corridor with a vision to solve traffic congestion, provide multi-modal transportation options, foster economic growth and re-development, and enhance the quality of life for the residents. The study was completed on November 2, 2022, and included guiding goals and principles, a summary of the extensive public outreach with stakeholders and community members, preliminary landscape and engineering plans, cost estimates, and an economic market study.

On December 8, 2022, the Town issued a Request for Proposals (RFP) to seek the services of a qualified engineering firm (or team) to advance the Grand Avenue Corridor Plan from preliminary to final design. The primary goal remains to improve multi-modal transportation options, safety, mobility, and operations of the corridor while improving the aesthetic appearance, promoting economic growth, and environmental sustainability.

The Town received seven proposals in response to the RFP. Chad Phillips, Tom Gosiorowski, and Martha Miller comprised the selection team who reviewed and scored the proposals. After the proposals were scored by each member independently, the top three firms were invited to an in-person interview. At the conclusion of the interviews, it was agreed that it is our recommendation that Stolfus & Associates would be the best firm and an excellent partner to assist the Town with the next phase of the project.

The next step for the project will focus on value engineering and design refinement to reduce the project costs, outreach to the property owners along the corridor to discuss access control, continuation of the community engagement process previously started, communication with the railroad, preparation of final construction documents, and grant funding research.

ANALYSIS:

Stolfus stood out as the top firm because of their in-house design capabilities and experience with similar corridors in mountain communities including recent projects in the Towns of Minturn and Avon. They have completed numerous access control plans in communities such as Steamboat, Granby, and Glenwood Springs and have an excellent reputation for successfully collaborating and engaging with communities to achieve successful outcomes. Additionally, Stolfus has been successful helping these communities secure grant funding.

The selection team was impressed with the sub-consultants included on the Stolfus team. Stolfus is partnering with Benesch to facilitate conversations with the railroad, DHM for landscaping and streetscape, and RESPEC for drainage, water quality, and utilities. The entire team of sub-consultants is listed in the proposal which is included in this packet.

COMMUNITY INPUT:

Not required.

BUDGET / STAFF IMPACT:

The Town has budgeted \$578,000 in the 2023 budget to continue the design of the corridor. No additional funds are needed at this time, but we should anticipate continuing annual appropriations for this project over the next several years.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This project aligns with the 2023 Strategic Plan's goal to continue work on planning and engineering for Grand Avenue Improvements.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to direct staff to work with Stolfus & Associates to develop a Scope of Work and fee proposal for the next phase of work. Staff anticipates returning to the Town Council in March for contract approval.

ATTACHMENTS:

Grand Avenue Final Design Request for Proposals
Stolfus & Associates Grand Avenue Corridor Proposal



REQUEST FOR PROPOSALS
Town of Eagle
Grand Avenue Final Design

December 8, 2022

Proposal Due: January 12, 2023



I. Introduction

The Town of Eagle ("Town") seeks the services of a qualified engineering firm(s) to advance the Grand Avenue Corridor Plan from preliminary design to final design and construction. The primary goal of the project is to improve safety, mobility, and operations of the Grand Avenue corridor while improving the aesthetic appearance, promoting economic growth and environmental sustainability.

II. Background

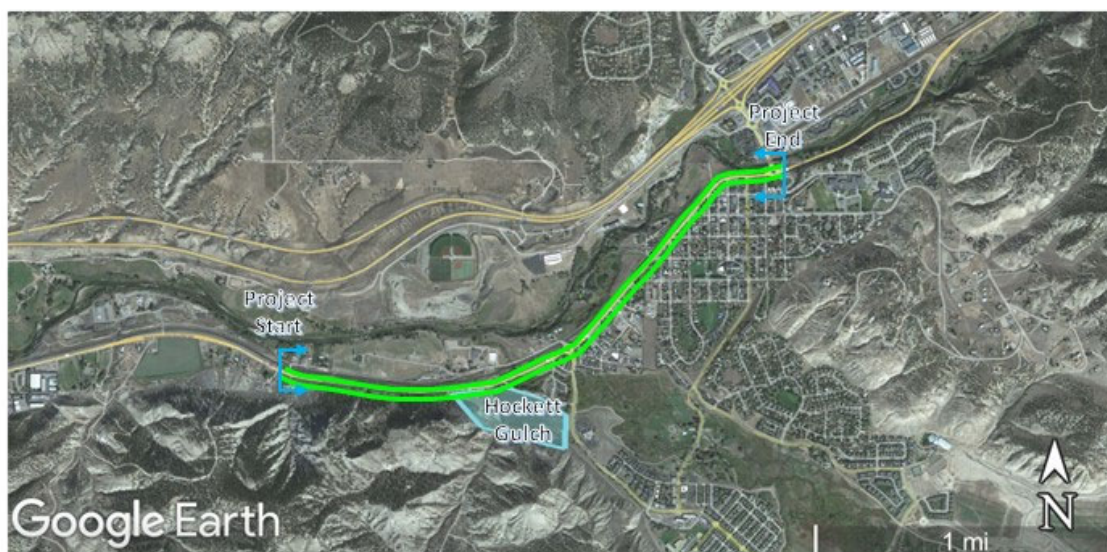
The Town of Eagle is a home-rule community located approximately 30 miles west of Vail and 120 miles west of Denver. Eagle sits at an elevation of roughly 6,600 feet and has a current population of approximately 7,500. The Grand Avenue corridor, previously known as U.S. 6, is a heavily trafficked east-west arterial road. It supports local traffic and traffic from the west including traffic from the Town of Gypsum and the Eagle County Airport. Additionally, it acts as an alternative route to I-70.

Until 2017, this section of roadway was owned and maintained by the Colorado Department of Transportation (CDOT). In 2017, ownership was transferred from CDOT to the Town of Eagle. With the acquisition of Grand Avenue came the responsibility for the maintenance and infrastructure costs but this also allowed the Town greater flexibility to guide the planning and design of the corridor. In November of 2020, the Town started the preliminary design of the corridor that represented the values of the community. The Grand Avenue Corridor Plan was completed in November 2022.

Since the project started, congress passed the Bipartisan Infrastructure Law (Nov 2021). During this next phase of the project, the Town would like to explore funding opportunities that may be available through that initiative.

III. Project Limits

Grand Avenue between the Town of Eagle western boundary with the Town of Gypsum to Eby Creek Road roundabout (approximately 2 miles). The primary focus of this phase will be from the Hockett Gulch area which is west of the Sylvan Lake Road roundabout to the Eby Creek Road roundabout.



IV. Work Duration

- Final Design Phase: Spring 2023 – 2026
- Construction: 2026-2027

V. Project Goals

- Improve the corridor to meet the future transportation and mobility needs of the Town
- Improve the corridor to accommodate all modes and abilities of travel including but not limited to vehicle, bike, pedestrians, and transit
- Improve the corridor aesthetics
- Encourage economic vitality along the corridor
- Engage the community and stakeholders through collaboration and a public engagement process
- Evaluate state and federal grant opportunities. If feasible, prepare the project to be eligible for grant opportunities (NEPA clearance)

VI. Existing Documents

The following documents have been prepared for the corridor during the last phase. The Town sees this next phase as a continuation of this existing work.

- 1- Grand Ave Executive Summary
- 2- Grand Ave Phase 1 Summary
- 3- Grand Ave Phase 2 Technical Memo
- 4- Grand Ave Preliminary Access Management Plan
- 5- Grand Ave Transportation Network Plan
- 6- Grand Ave Traffic Analysis Report
- 7- Grand Avenue Cost Estimate (June 2022)
- 8- Grand Ave Update Cost Estimate with Value Engineering
- 9- Grand Ave VE Cost Estimate Notes
- 10- Grand Ave UPRR Impacts 30% Design
- 11- Grand Ave Utility and Existing Conditions Plan – 30% Design
- 12- Grand Ave Landscape – 30% Design

VII. Scope of Work and Expected Deliverables

- Project Management Services – Prepare a Project Management Plan/Project Execution Plan to document the project plan and establish internal project management controls. Coordinate activities with design leads and subconsultants. Develop and track a project schedule and design budget. Prepare and distribute meeting agendas and minutes.
- Cost Estimating/Value Engineering (VE) – Verify the 30% design cost estimate and develop value engineering ideas that allows the project to meet the original goals at the reduced budget. Prepare materials to present to town staff, stakeholders, and Town Council.
- Evaluate design alternatives to reduce the railroad impacts and eliminate building impacts.
- NEPA – Conduct an initial pre-screening/fatal flaw survey such as an early evaluation of the requirements for a Noise Study. Review the results of the pre-screening with Town staff. If the Town decides to pursue state and federal grant opportunities, prepare the NEPA clearance required for those grants.
- Grading Plans – Prepare grading plans to fully understand the 30% costs and limits of disturbance of the current design.
- Traffic – Review the existing traffic report. Provide recommendations to the Town staff about the need for additional data or analysis. Forecast the 20-year traffic volumes and level of service along corridor and at intersections. Assist the Town in understanding when a by-pass route is needed.
- Access Control – Advance design using the access points established in Grand Avenue Corridor Plan.
- Property Owners Meeting – Coordinate and lead meetings with property owners along the corridor to discuss access changes and property impacts.
- Stakeholder/Community Input – Foster consensus-building between various stakeholders. Re-engage the stakeholder committee. Collaborate with stakeholders to value engineering alternatives which will be presented to the Town Council. Continue to engage Stakeholder committee through final construction document preparation.
- Community Engagement – Continue the community engage process including a minimum of two public meetings. One during the Value Engineering phase and one prior the final construction document preparation. Develop displays and content for an In-person Open House as well as information for the Town's website. Collect and distribute comments.
- Town Council Presentation – Make presentations to the Town Council. The first presentation will be to discuss the VE ideas and stakeholder recommendations. Assume 3 meetings. Hybrid in-person/virtual will be considered. Project Manager must be in-person.
- Railroad Support – Have knowledge and be able to support the Town with its railroad application and lease agreement.

- Utility Investigation, Report and Plans – Start a subsurface utility investigation in early 2023 to meet the requirements of the Town’s DOLA EIAF grant. Prepare a report and plans for the necessary water and sewer upgrades. Coordinate with Town IT staff regarding fiber needs.
- State and Federal Grants and Clearances– Evaluate grant opportunities and the necessary clearances needed to meet the requirements of the grant. Prepare all clearances needed to qualify for state and federal grants including NEPA, Utility, and ROW
- Grade separated crossing – Evaluate the feasibility and potential location of a ped/bike grade separated crossing.
- Geotechnical Investigation and Report
- Hydraulics and Hydrology Investigation and Report
- Water Quality/Stormwater Management Plans
- Signing and Striping Plans
- Final Office Review of plans, specifications, and cost estimate. Prepare a full set of drawings including but not limited to roadway, grading, stormwater, utility, traffic signing & striping, construction phasing and stormwater management.
- Lighting Plans, specifications and design including electrical layout.
- Landscaping Plans including irrigation layout.
- Construction bid package - plans, specifications, and cost estimate
- Construction method delivery support – Evaluate construction delivery process and phasing options.
- Field survey, as needed
- Right of Way – Prepare legal descriptions and exhibits for right of way and/or easement descriptions.
- Professional Engineer stamped record set
- Design support during construction
- A final Scope of Work will be prepared after consultant selection

VIII. Proposal Format & Scoring (7-page limit)

- **Cover Letter (1 page) – 5%**

- **Qualifications of Project Team (2 page)– 30%**

Briefly explain proposer’s qualifications to provide the services requested and information regarding the experience and qualifications of the team working on the project.

- **Team Experience on Past Projects with Similar Scope (2 page) – 30%**

List current and past examples of completed work that is similar in size and scope. Include references and project budgets.

- **Approach to Project (2 page)– 35%**

Address the team’s technical and project management approach to the project. Include a description of tools used to control costs, meet schedule, and provide quality work. Also include firm’s schedule to complete the project.

- **Appendix – Resumes and Commendations**

Proposers can use three 11”x17”pages. Proposer may modify the page recommendation provided the total number of pages for the entire proposal (excluding the Appendix) does not exceed 7.

IX. Schedule

- Issue RFP - December 8, 2022
- Final Date for questions – December 16, 2022 at 3:00PM (local time)
- Response to questions – December 22, 2022
- **Proposals due – January 12, 2023 at 3:00PM (local time)**
- Firm Shortlisted for Interviews– January 30, 2023
- Interviews – Feb 9-10, 2023
- Council Approval – February 28, 2023
- Scope and Fee Negotiations – March 2023
- Project Kick-off – Spring 2023

X. Proposal Submittal

Questions shall be sent via email to Martha Miller at martha.miller@townofeagle.org.

Proposals are due no later than January 12, 2023, at 3 PM MDT. A principle of the firm must sign the proposal cover letter and the proposal itself. Late submittals will not be accepted. Please submit one digital copy in PDF format to:

Martha Miller, Project Manager
Town of Eagle
1050 Chambers Avenue
Eagle, CO 81631
970-343-2903
Martha.miller@townofeagle.org

RFP Terms and Conditions

1. Proposals that do not include all submittal requirements outlined herein shall not be considered.
2. At the Town's sole discretion, the Town may choose to republish this RFP.
3. The Town reserves the right to accept or reject any and/or all proposals and to waive any informalities or irregularities in said proposals. The RFP does not bind the Town to hire a consultant when, in the Town's sole discretion, the Town determines not to do so.
4. Until such time the professional services agreement is executed, there are no express or implied obligations or commitments on the part of either the Town or the Consultant concerning either this RFP or any proposal associated with it.
5. At the Town's sole discretion and with notice being provided to the Consultants, the Town may amend the Selection Process and/or Tentative Project Schedule at any time.
6. By submitting materials for the Town's consideration pursuant to this RFP, the Consultant is waiving any claim of confidentiality, trade secrets, or privilege with respect to materials submitted. All submittal materials are subject to disclosure under the Colorado Open Records Act.
7. If warranted, any updates, revisions, or modifications to this RFP shall be posted on the www.bidnetdirect.com//townofeagle and it shall be the responsibility of the Consultant to review the website during the advertising period to verify if any such updates, revisions or modifications have been made to this RFP.
8. No oral questions will be answered. If additional information or clarification is desired, email requests should be made to the Town at **martha.miller@townofeagle.org**
9. The selected firm will work under a Professional Services Agreement (see Attachment A) once an Agreement is negotiated, the following documents will be required by the selected firm before the commencement of any work:
 - Signed contract by both the Town and the consultant(s).
 - Proof of insurance per the Professional Services Agreement.
 - A Town of Eagle Business License. A Town of Eagle Business License is required of any person who transacts or carries on any business, trade, profession, or occupation in the Town of Eagle.
10. Being selected under this solicitation will not preclude the firm from being considered for any other projects advertised by the Town.

Appendix A

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, Colorado 81631 (the "Town") and _____, a _____ with an address of _____ ("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 \$_____. 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 _____.

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:

- Contractor shall
- Contractor shall
- Contractor shall

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:

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this day of

_____, 2021, by _____

My commission expires: as of:

Notary Public
(S E A L)



REQUEST FOR PROPOSAL | Town of Eagle, Colorado

Grand Avenue Final Design

January 12, 2023



Grand Avenue Goals:

ENHANCE

year-round mobility
for all modes

IDENTIFY

implementable
solutions

PROMOTE

environmental
sustainability

CONVERT

community support
into actionable
change

January 12, 2023

Martha Miller, Project Manager
Town of Eagle
1050 Chambers Avenue
Eagle, CO 81631
Martha.miller@townofeagle.org

RE: Town of Eagle, Grand Avenue Final Design - Request for Proposal

Dear Ms. Miller and Selection Committee Members:

Stolfus & Associates, Inc. (Stolfus) is excited to express our sincere interest in being considered for selection for the Town of Eagle, Grand Avenue Final Design contract. Our experience assisting communities across Colorado to update their transportation corridors to reflect their community image and quality, combined with our philosophy of generating community value through transportation, makes us well qualified to serve the Town's needs on this contract.

Since 2003, Stolfus, a Colorado certified DBE firm, has provided homegrown transportation engineering consulting services to Colorado communities. Today, Stolfus employs 16 people - 14 transportation engineers and two administrative staff. Eight of the engineers are Colorado registered Professional Engineers.

Our proposal document highlights our experience, capabilities, approach, and commitment to serving the Town of Eagle. Our team excels at delivering complex and phased transportation projects requiring NEPA permitting and community engagement while using local and federal funds. While we have worked with many individuals at the Town of Eagle in past roles, we look forward to developing a partnership in support of the entire community.

Please contact Jenna Siegel, by phone (303-221-2330), or email (Jenna@stolfusandassociates.com) with any questions regarding this submittal or if we can be of further assistance. We look forward to meeting the Town of Eagle's transportation challenges together into the future!

Very Truly Yours,

Elizabeth B. Stolfus, PE
President
elizabeth@stolfusandassociates.com

Jenna Siegel, PE, PMP
Project Manager
jenna@stolfusandassociates.com

Qualifications of Project Team

Briefly explain proposer's qualifications to provide the services requested and information regarding the experience and qualifications of the team working on the project.

The Stolfus team's leadership is highly experienced in conducting multimodal corridor designs throughout Colorado and collaborating with the community to achieve successful outcomes. Stolfus employees are experts in obtaining permits and clearances, traffic analysis, traffic operations, safety analysis, transportation design, and planning. We have partnered with consultants we work with regularly to support specific scope items.



Elizabeth Stolfus, PE
Principal, VE Facilitator



Michelle Hansen, PE**
Director & QA/QC Lead



Jenna Siegel, PE, PMP**
Project Manager

Betsy Timbers, PE**
Lead Roadway Engineer

Michelle Hansen, PE
Community Engagement

Matt Brown, PE, PTOE, RSP**
Lead Traffic Engineer

Luke Valerius, EI
Project Design Engineer

Lynnae Johnson, EI
Project Design Engineer

Vanessa Lemus, EI
Project Design Engineer

Krunal Pokiya
Project Design Engineer

Jeff Vasquez, EI
Project Design Engineer

Dan Bechtold, PE, SE
Alfred Benesch & Co
Structural

30 years of bridge design
of all types and size across
Colorado

Bill Newman, PLA, ASLA**
DHM Design
Streetscape/Landscape

30 years of landscape/
streetscape design of all
types/sizes

Scott Richards, PE, PG
Yeh & Associates
Geotechnical

Projects across multiple
mountain and western slope
communities

Jessie Nolle, PE
RESPEC Company
Drainage/WQ/Utilities

24 years on transportation
projects in the Colorado
mountains

Annie Kuczowski, PE
Clanton & Associates
Lighting/Electrical

Well-versed in
transportation lighting for
mountain communities

Nicole Den Herder
ERO Resources Corp.
Environmental

NEPA Specialist including
CatEx on complete
streets projects

Dallas Wilson, PLS
SurvWest
Survey/Right-of-Way

23 years including many
transportation projects
in Colorado

Morris Layton, PE
SurvWest
SUE

Numerous SUE projects
at QL A & B and
eRailSafe certification

Jess Hastings, PE **
Alfred Benesch & Co
Railroad

15 years of railroad
coordination and many
projects in Colorado

Stolfus & Associates

Subconsultants

****See Bio on Page 3**

Qualifications of Project Team

Jenna Siegel, PE, PMP Project Manager

Yrs Experience: 14, 8 with Stolfus

With experience across Colorado mountain communities, Jenna is known for her strong organizational and communication skills. These skills, combined with her technical knowledge and expertise in designing similar corridors, provide Eagle the leadership to achieve a successful outcome on the Grand Avenue Final Design. Her abilities are evident in her work.

US-24 in Minturn: navigated CDOT clearances, resolved ROW concerns, provided detailed connections for existing driveways, led successful Revitalizing Main St & DOLA grant application processes

CO 92 Rogers Mesa Widening: developed and led public outreach on access plan, conducted 30% design for the entire corridor, identified environmental, ROW mitigation needs, developed solutions for drainage and irrigation, solved safety issues, currently preparing plans for first segment advertisement

Jenna's experience ensures Eagle can meet this critical corridor's future transportation, mobility, economic, and aesthetic needs.



Michelle Hansen, PE Director/QA-QC/Community Engagement

Yrs Experience: 23, 18 with Stolfus

Michelle and Jenna have worked side-by-side for eight years and have become a dynamic team. Just as she has with Jenna on many Colorado mountain community projects, Michelle will be a resource on technical, process, contractual, organizational, and other issues as needed. Additionally, Michelle will lead the Stolfus team's Quality Assurance (QA) efforts to ensure all plan elements are met, conduct the Independent Design Review (IDR) efforts, and collaborate with the team to confirm quality issues are addressed. In all aspects of her role, Michelle's abundant experience in the many issues faced on the Grand Avenue corridor will significantly benefit the Town of Eagle and Jenna's design team. She will leverage her design and public involvement experience on numerous municipal and state highway corridors - including a dozen state highway access control plans - and her QA experience on hundreds of transportation projects.



Betsy Timbers, PE Lead Roadway Engineer

Yrs Experience: 8, 5 with Stolfus

One of our most sought-after engineers for roadway and traffic design elements because of her incredible efficiency and high-quality documents, Betsy received her PE license in 2021. With guidance from Jenna and Michelle, Betsy creates detailed designs and assists with plan preparation on roadways, intersections, roundabouts, traffic signals, bike lanes, and multimodal facilities. She is well-versed in AASHTO and CDOT requirements and applies those to her design efforts. Having recently completed both the Floyd Hill and US-160 CR 225 (La Plata County) roundabout designs, Betsy understands the intricacies of bringing the Grand Avenue vision to life while safely and effectively incorporating existing and designing new roundabouts.



Jess Hastings, PE Railroad Coordination

Yrs Experience: 15 with Alfred Benesch

With a variety of experience with railroads across the country, including Class 1, Jess will use his knowledge of railroad industry standards to help Stolfus and Eagle navigate coordination with the adjacent railroad. His experience includes coordinating railroad ROW purchases, railroad access, grade separation, and permit reviews working for both the railroad and coordinating agencies. Relevant projects include: CDOT R4:US-85 & Weld County Road 44, CDOT R1:I-25 South Gap, UPRR:I-70 & 46th Avenue Underpass, UPRR North Fork Subdivision:Bridge 57.87, CDOT R4: US85 & WCR44 Peckham Interchange.



Matt Brown, PE, PTOE, RSP Lead Traffic Engineer

Yrs Experience: 30, 16 with Stolfus

Matt is a seasoned traffic engineer who has a knack for clearly communicating complex technical matters to a broad audience in understandable terms. Matt will oversee traffic and safety analysis for the corridor and the various intersections and propose any modifications. Stolfus will utilize Matt's talent and experience in these areas to assist Town staff in verifying the initial concept, including evaluating the need for, and benefits of, a grade separated ped/bike crossing. Matt also serves as the traffic engineer for many Colorado towns of similar size and makeup to the Town of Eagle. He will leverage those experiences to provide clarity on the need for a bypass route, a common discussion in many Colorado communities.



Bill Neumann, PLA, ASLA Streetscape/Landscape

Yrs Experience: 35 with DHM Design

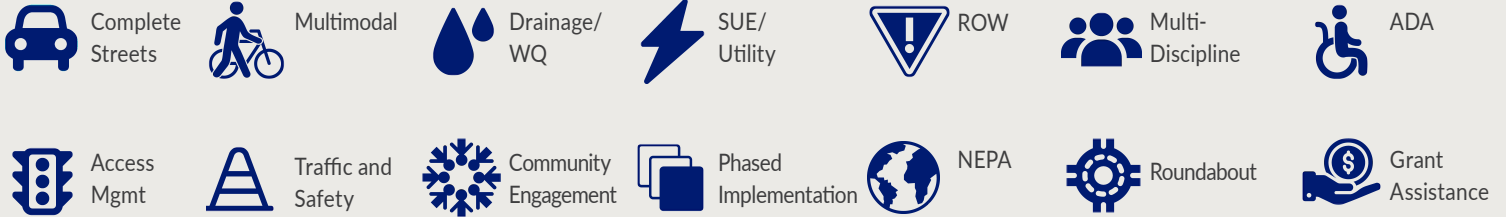
Bill is a leader in the planning and design of landscapes and streetscapes across the country. He understands the importance of creating spaces that benefit communities while respecting natural systems, sensitive landscapes, habitats, and cultural/historical sites. On Commerce City's Multimodal Active Travel System, his team helped the city create a safe, pleasant, practical, and affordable multimodal travel network accessible to all residents and businesses. Bill, a regular Stolfus teaming partner, has managed and been part of large multi-disciplinary teams for numerous complex projects. He believes in producing high-quality designs and graphics to help clients visualize design intent.



Team Experience on Past Projects

List current and past examples of completed work that is similar in size and scope. Include references and project budgets.

Stolfus has worked with communities across Colorado designing solutions for transportation facilities with similar opportunities and challenges to Grand Avenue. We understand permit clearances and other challenges that accompany phased funding, and our team has a strong track record working with communities like Eagle. We relish the opportunity to work on community-focused projects and excel at creating a collaborative project environment with shared values and effective compromise. Following are descriptions of similar projects with icons highlighting the relevant elements to Grand Avenue.



US-24 Resurfacing & Pedestrian/Bicycle Improvements - Minturn, CO



In 2015, Stolfus prepared construction documents for four miles of resurfacing and ADA ramp upgrades for CDOT. A guardrail 'length-of-need' evaluation resulted in upgrade recommendations. With multiple overlays over the years, the steep pavement cross-slope had become a problem. Stolfus evaluated and recommended a treatment option, including GPS milling to remove excess pavement before resurfacing.

During design, Stolfus was awarded the US-24 Pedestrian Improvements project on the same highway segment for the Town of Minturn. The narrow corridor serves a variety of modalities but lacks the consistency to accommodate all necessary modes and drainage, creating unsafe conditions for pedestrians. Stolfus developed concepts and facilitated multiple planning and public Open House meetings with all stakeholders. Stolfus also helped the Town plan its ultimate pedestrian and cyclist connection, including guiding them through a prioritization process to determine the best connections to be constructed in the first funding phase.

Stolfus helped obtain a TAP Grant and DOLA Grant for construction and led the Town through the CDOT process, including ROW acquisition, environmental clearance, and SUE. Ultimately, the design provided a pedestrian connection between downtown and south Minturn, where none existed. The new sidewalk connections serve area school bus and transit routes, providing a safe place to walk.

Demonstrated Quality: Stolfus prepared a combined set of construction drawings, serving the needs of both agencies while streamlining costs.

Reference

Michelle Metteer, Town Manager, Town of Minturn
970-827-5645 Ext. 8, manager@minturn.org

Jacob Rivera, Region 3 Project Manager, CDOT
970-328-9937, Jacob.Rivera@state.co.us

Contract Minturn Pedestrian: \$586,854 // CDOT Resurfacing: \$488,923 // Construction \$6.9M

Stolfus Project Experience



US-24 - Minturn, CO

Similarity to Grand Ave



Grand Ave at Fifth - Eagle, CO

104th Ave Widening - Thornton, CO



104th Avenue (Colorado Blvd to US-85) is a critical east-west connection north of Denver. The City of Thornton, Adams County, Commerce City, and CDOT identified improvement needs for a section of 104th Avenue that creates a pinch point between I-25 and E-470. As a Colorado state highway (CO-44), the road must meet current and future needs of multimodal users. Stolfus is designing a two-lane widening in each direction, with a center turn lane, bike lanes, and multi-use trails. Riverdale Rd and McKay Rd intersections require signal modifications and expansion to accommodate additional turn lanes, while the Brighton Rd intersection needs signalization. Stolfus has worked closely with RESPEC and ERO to evaluate floodplain, water quality and environmental impacts to determine the preferred approach for the roadway cross-section and profile.

Demonstrated Quality: The City of Thornton engaged Stolfus to assist with a RAISE grant application to help fund the construction project.



104 Avenue Widening - Thornton, CO

Similarity to Grand Ave



Eagle Grand Ave at Capitol - Eagle, CO

Reference
Pete Brezall, Project Manager, City of Thornton
720-977-6251, pete.brezall@thorntonco.gov

Contract
Design: \$1,433,449 // Conceptual Construction Estimate: \$53M

Oak St Intersection Evaluation & Study - Salida, CO



As a consultant for the City of Salida and CDOT, Stolfus led the evaluation of the Oak St/US-50 intersection to identify long-term solutions while satisfying CDOT criteria. High traffic growth from planned development is expected over the next 20 years. After a formal intersection control evaluation process, a roundabout was selected as the preferred alternative to serve multiple modes of travel.

In addition to the intersection evaluation, Stolfus and DHM also evaluated the cross-section of Oak St north of US-50, paying special attention to incorporating bicycle and pedestrian facilities into the corridor and creating a more inviting streetscape. Considerations included on-street and off-street bicycle facilities, driveway impacts, ROW needs, anticipated drainage impacts, pedestrian level lighting, and drought-resistance landscaping were made. Originally planned for in-person public involvement, the Stolfus team adapted to COVID-19 conditions by producing an ArcGIS StoryMap, which generated a high level of feedback from the public.

Demonstrated Quality: Following study completion, the Stolfus team supported the city in preparing the successful application for a \$2M Revitalizing Main Street Grant from CDOT.



Oak Street Evaluation & Study - Salida, CO

Similarity to Grand Ave



Sylvan Lake Rd Roundabout - Eagle, CO

Reference
David Lady, PE, Director of Public Works, City of Salida
719-539-6257, David.lady@cityofsalida.com

Contract
Design: \$162,000 // Conceptual Construction Estimate: \$7.2M

US-6 & Stone Bridge Rd Roundabout/Ped Crossings - Avon, CO



As part of an on-call contract, Stolfus conducted a preliminary roundabout design and three nearby pedestrian crossings serving transit stops. The Town preferred a compact roundabout solution. The scope included traffic analysis and a conceptual geometric design to confirm the appropriate improvements. Funding was achieved through a Revitalizing Main Streets grant, so the project followed the CDOT Local Agency process and required close coordination with CDOT staff.

Following preliminary design and confirmation of the design solution, the Town amended Stolfus' contract to include the preparation of documents up to and including advertisement.

Demonstrated Quality: Acceptance and agreement with the mini-roundabout solution required careful analysis and significant coordination with CDOT. Winter maintenance was a key consideration. Ultimately, all agencies agreed a roundabout was the appropriate solution for this location and situation.

Reference
Eva Wilson, Public Works Director. Town of Avon
970-690-2014, ewilson@avon.org

Contract
Design: \$400,000 // Construction Estimate: \$4.3M

Grant Applications

Stolfus led and supported grant application writing for several municipalities in their search for design and construction funding. Working closely with the local agency, Stolfus identifies what sets them apart from other applicants and highlights those by writing a compelling story for reviewers. Stolfus provided full application development, including the grant application template, graphics support and project mapping, and development of schedules and cost estimates. In cases where the local agency needed only support, Stolfus provided traffic and safety analysis, application review and edits, and graphics support.

Stolfus-Led Grant Applications

- Minturn
- » CDOT TAP Grant 2017 - Successful
 - » DOLA/EIAF Grant 2017 - Successful
 - » CDOT TAP Grant 2019 - Not selected
 - » CDOT Revitalizing Main Street Grant 2022 - Successful
- City of Thornton
- » US DOT RAISE Grant 2023 - In progress

Stolfus-Assist Grant Applications

- Salida - CDOT Revitalizing Main Street 2021 - Successful
- » Traffic assistance and conceptual design graphics
- Minturn - DOLA/EIAF Grant 2022 - Successful
- » Grant application review and data
 - » Attended grant selection presentation
- Minturn - US DOT RAISE Grant 2022 - Not selected
- » Traffic assistance, graphics, and application review
- Thornton - DRCOG TIP Grant Call #3 2022 - Waitlisted
- » Grant application review

Communication and early preparation are key to a successful application. Stolfus set up meetings with application reviewers to gain insights into what they are looking for on applications. If a grant is unsuccessful, we encourage debrief meetings to improve future applications.

Demonstrated Quality: For the Minturn 2017 CDOT TAP Grant, Stolfus worked with the awarding agencies to determine that Minturn could leverage their TAP grant and nearly double their funding by applying for and winning the EIAF Grant that same year.

Reference
Michelle Metteer, Town Manager, Town of Minturn
970-827-5645 Ext. 8, manager@minturn.org

Pete Brezall, Project Manager, City of Thornton
720-977-6251, pete.brezall@thorntonco.gov

Contract
Budget: \$20k-\$60k (full grant writing services)

Stolfus Project Experience



US-6 & Stone Bridge Road - Avon, CO

Similarity to Grand Ave



Eby Creek Roundabout (from sidewalk) - Eagle, CO

Approach to Project

Address the team’s technical and project management approach to the project. Include a description of tools used to control costs, meet schedule, and provide quality work. Also include firm’s schedule to complete the project.

Implementing Eagle’s vision for Grand Avenue presents unique opportunities for the Town, local businesses, residents, and visitors. Upon completion, Grand Avenue will offer a complete community setting delivering live, work, and play solutions all at once.

- Stolfus will deliver on the promise of Grand Avenue by meeting these project objectives:
- » Enhance year-round mobility for all modes
 - » Identify implementable solutions
 - » Promote environmental sustainability
 - » Convert community support into actionable change

Stolfus’ integrated approach to project management, technical design, community engagement, and other aspects of execution delivers successful projects. Project Manager Jenna Siegel conducts regular progress meetings with Eagle’s Project Manager and includes appropriate technical experts as necessary. She also holds regular meetings internally to review findings, collaborate on design issues, and coordinate documentation. In addition to technical staff, Jenna is supported by Michelle Hansen, Project Director and QA/QC Lead. Michelle is responsible for incorporating QA techniques and Independent Document Reviews (IDR’s). She is a sounding board and ensures that Jenna has the resources and support to delight Eagle. Internally, we hold weekly coordination meetings to review project status, track progress, and identify concerns early. Our integrated approach results in a design that meets the funding, schedule, and clearance requirements while providing improvements the community needs. This process helped Jenna and her team design two roundabouts for the I-70 Floyd Hill Early Action Projects and deliver them for advertisement in just six months.

QA/QC

Stolfus has modernized critical routes across Colorado to meet today’s multimodal needs. These successful projects speak to our bold commitment to quality. We listen, think, plan, execute, and follow up with each project. No excuses.

Our approach weaves continuous QA techniques with scheduled IDR’s for QC. QA techniques include appropriate staffing, professional development, thorough communication, and reliable production techniques.

IDR’s look at constructability, conformity to standards, the accuracy of quantities, appropriateness of pay items, plan clarity, and overall completeness.

COST CONTROL

Through our nearly 400 task orders with CDOT with very few budget increase requests, Stolfus has proven that we know how to control costs. Costs are monitored monthly, while projects with costs higher/lower than anticipated, and no change in schedule or scope, are monitored more frequently.

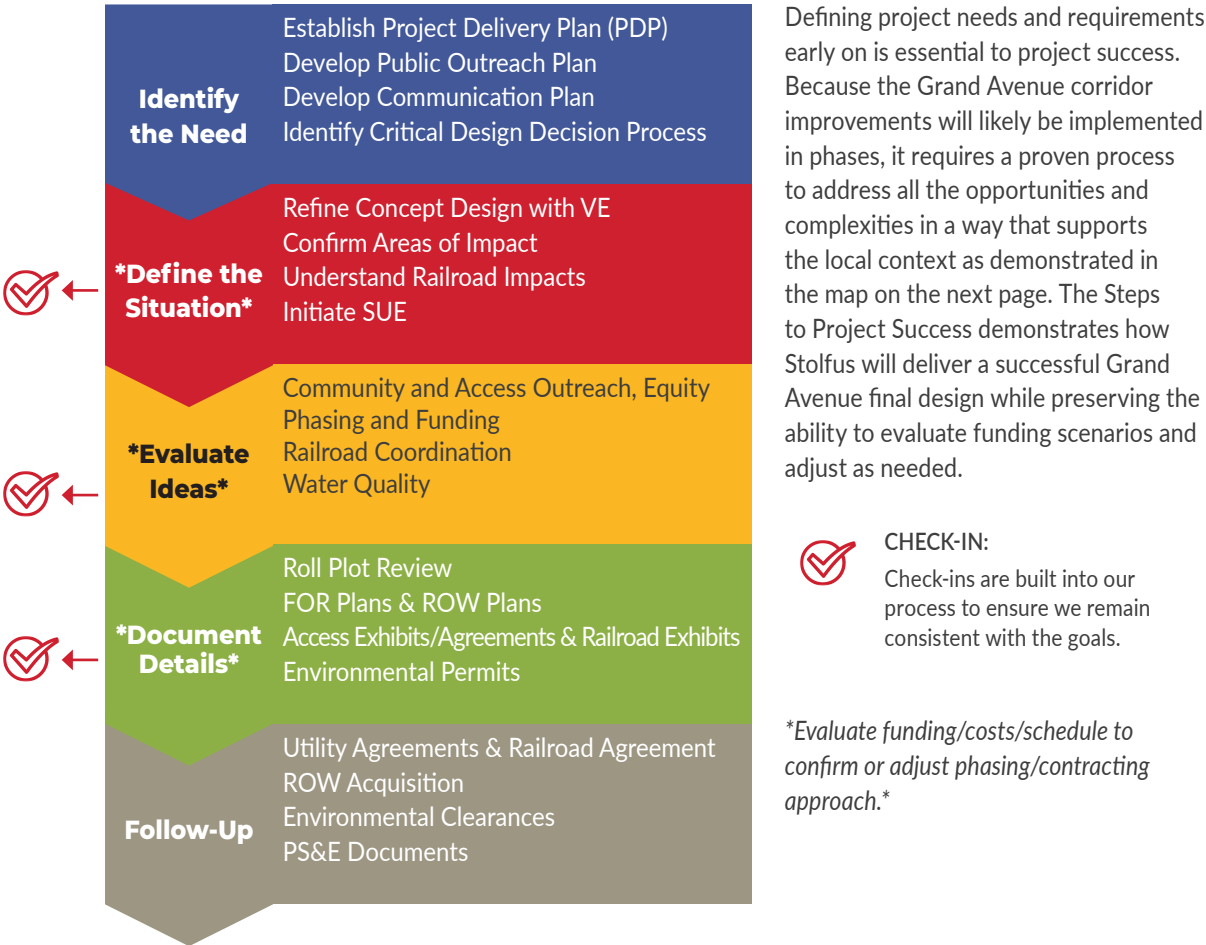
We provide budget reports with each invoice and/or at progress meetings. If corrective action is required, we complete our assignment without complaint or added cost. Stolfus connects critical construction elements and expected costs with desired outcomes, including using VE to optimize results.

SCHEDULING

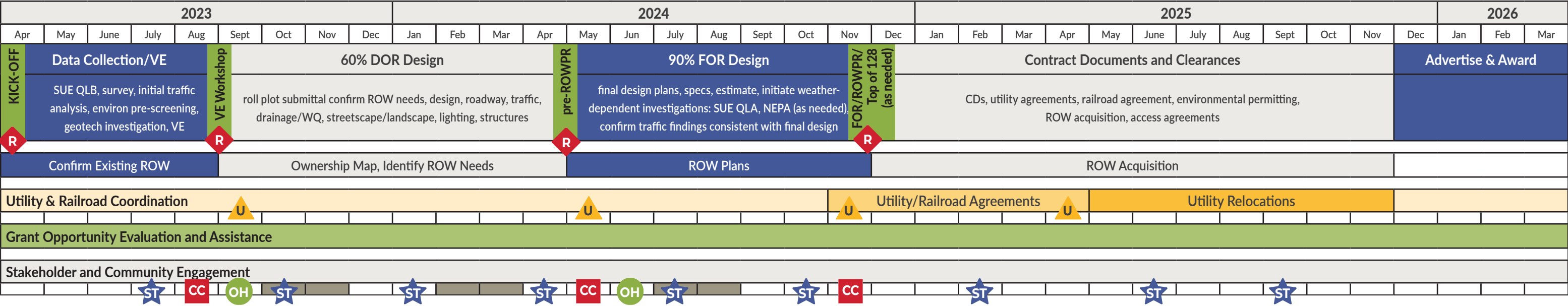
Stolfus Project Managers strive to incorporate critical action and decision points into schedules to protect the project’s opportunity for success. This approach allows us to schedule multiple competing tasks successfully and often supports the Stolfus team in redirecting resources to accommodate unexpected, urgent needs facing Eagle. The approach also helps inform technical staff and decision-makers of the consequences of inaction and delayed decisions.

We use Microsoft Project software to communicate formal schedules to the Town.

5 STEPS TO PROJECT SUCCESS



Review Meeting (R icon), Utility Meeting (U icon), Stakeholder Committee (ST icon), City Council Meeting (CC icon), Open House (OH icon), Property Owner Meetings (PO icon)



Approach to Project

Approach to Project Goals and Corridor Considerations

The information and map below outlines our approach to addressing the project goals, key scope elements, opportunities and constraints along the corridor.

ENHANCE YEAR-ROUND MOBILITY FOR ALL MODES

The Grand Avenue Corridor Plan calls for improving safety and mobility by balancing modes of travel. Key considerations to make a 'complete street' include:

- » Continuity and ADA accessibility
- » Multimodal connectivity to key destinations
- » Equity and comfortability for all users
- » User accommodation and amenities
- » Implementation of plans to reduce barriers and conflicts

The added challenge for a mountainous community like Eagle is making your complete street functional year-round. Through our work in Avon and Minturn, we've found attention to details like maintenance plans for snow removal/storage, drainage solutions to minimize refreezing across facilities, and minimizing structural obstructions to snow melt can be incorporated to achieve a community's mobility goals year-round.

PROMOTE ENVIRONMENTAL SUSTAINABILITY

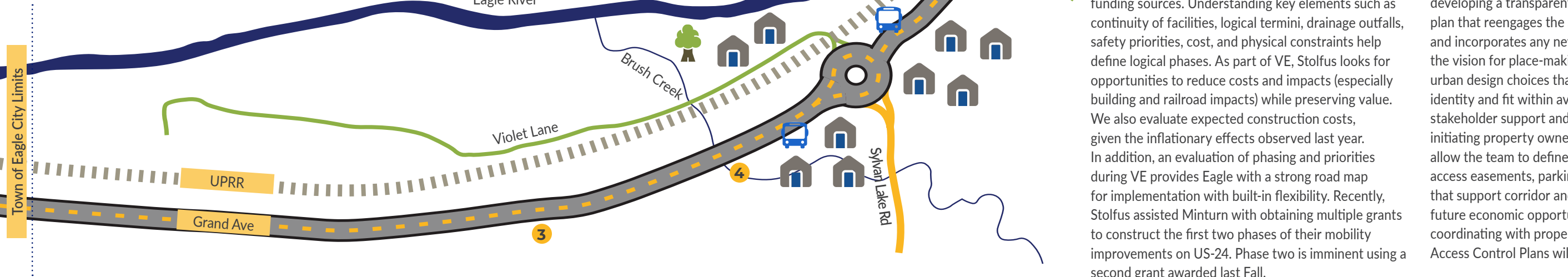
Proactively addressing climate change and protecting our natural environment is critical to the future livability of our communities. Stolfus takes a holistic approach, providing sustainable solutions that support alternative modes to reduce greenhouse gases, support the health of the Eagle River Basin and reduce impacts on natural and cultural resources. From selection of materials like drought-tolerant landscaping to water quality improvements like rain gardens, each choice will focus on promoting sustainable solutions that are practicable, efficient, and acceptable to approving agencies while making Grand Avenue inviting to all users. RESPEC will leverage their extensive experience implementing innovative solutions on the Western Slope, including the I-70 East Vail Landscape and Water Quality Improvements along Gore Creek and the Aspen Rio Grande Park Stormwater Improvements in Aspen, to identify effective solutions to protect the Eagle River.

IDENTIFY IMPLEMENTABLE SOLUTIONS

Implementing a corridor vision like Grand Avenue often requires prioritization of phases to match available funding sources. Understanding key elements such as continuity of facilities, logical termini, drainage outfalls, safety priorities, cost, and physical constraints help define logical phases. As part of VE, Stolfus looks for opportunities to reduce costs and impacts (especially building and railroad impacts) while preserving value. We also evaluate expected construction costs, given the inflationary effects observed last year. In addition, an evaluation of phasing and priorities during VE provides Eagle with a strong road map for implementation with built-in flexibility. Recently, Stolfus assisted Minturn with obtaining multiple grants to construct the first two phases of their mobility improvements on US-24. Phase two is imminent using a second grant awarded last Fall.

CONVERT COMMUNITY SUPPORT INTO ACTIONABLE CHANGE

Eagle established a strong line of communication with the community through previous efforts on the corridor. Stolfus will leverage this goodwill by developing a transparent community engagement plan that reengages the Stakeholder Committee and incorporates any new stakeholders. Advancing the vision for place-making through landscape and urban design choices that stay true to the desired identity and fit within available funding will foster stakeholder support and excitement. In addition, initiating property owner coordination early on will allow the team to define driveway locations, shared access easements, parking, and circulation options that support corridor and business operations and future economic opportunities. Stolfus' experience coordinating with property owners on 15 adopted Access Control Plans will benefit these negotiations.



- 1** Work with PUC, UPRR and property owners to relocate Ping Ln as 4th leg of Broadway roundabout.

2 Evaluate fastest path and design vehicle movements at new roundabouts to minimize RR impacts.

3 Investigate cross-section and structure types to optimize treatment at steep slope.
- 4** Review structure condition to determine if widening or replacing the Brush Creek Bridge is preferred.

5 Confirm layout for internal connections at 2nd and 4th provides adequate circulation and minimal property impacts.

6 Work with property owners to establish shared access agreements and driveway locations that support business operations.
- 7** Extend Broadway urban design palette to create gateway on Grand Avenue to Eagle business community.

8 Create safe, inviting, continuous facilities for bicyclists and pedestrians to access business and recreational destinations.

Work with Eco Transit to develop effective bus stop facilities and locations.

Map Legend			
	Residential		Proposed Roundabout
	Open Space		Commercial/Mixed Use
	Transit Stop		



GRAND AVENUE FINAL DESIGN | Town of Eagle, Colorado

APPENDIX

January 12, 2023



JENNA SIEGEL, PE, PMP

Jenna has been a transportation engineering consultant for nearly 8 years with Stolfus following seven years at the Delaware DOT. Jenna's experience includes providing roadway and transportation engineering expertise for a variety of public sector clients. She has been involved in the design of highways, arterial roadways, intersections, roundabouts, interchanges, and bicycle/pedestrian facilities from the conceptual level through final design and construction. Her responsibilities have included roadway geometric layout, access studies, alignment studies, preparation of construction documents, opinion of probable construction cost preparation, project management and public involvement efforts. Jenna is highly knowledgeable in AASHTO methodologies, CDOT procedures, MUTCD guidance, and the State Highway Access Code. She has experience with the Federal Aid process and local agency projects with CDOT and has assisted with numerous grant applications.

Education:

B.C.E
University of Delaware
2008

Affiliations:

WTS, PMI

Professional Registration:

Colorado P.E. # 50177

RELEVANT PROJECTS:

ROADWAY CONSTRUCTION DOCUMENTS - ARTERIALS

- US 24 - Resurfacing and Downtown Pedestrian Improvements, Minturn, CO
- City of Thornton 104th Avenue Widening (Colorado Blvd to US 85), Thornton, CO
- CDOT R2 SH 160 Downtown Pedestrian/Bicycle Improvements, Walsenburg, CO
- SH 92 Roger's Mesa, Hotchkiss, CO
- CDOT R2 I-25 US 50 Pueblo Interchange C-D Roads, Pueblo, CO
- CDOT R3 US 40 Passing Lanes, Steamboat Springs to Kremmling, CO

ROADWAY CONSTRUCTION DOCUMENTS - INTERSECTIONS

- CDOT R1 Floyd Hill Early Elements Roundabouts
- CDOT R5 US 160 CR 225 Roundabout, La Plata County, CO
- CDOT R3 US 6 Post Blvd Roundabout, Montrose, CO
- CDOT R3 US 6 Castle Valley Roundabout, New Castle, CO
- CDOT R2 Drew Dix Roundabout Phasing Plans, Pueblo, CO
- City of Aurora Alameda/Buckley Intersection, Aurora, CO
- City of Aurora Iliff/Buckley Intersection, Aurora, CO
- 84th Avenue/Grant Street Intersection Improvements, Thornton, CO
- City of Aurora Havana/Colfax Intersection, Aurora, CO

PEDESTRIANS/BIKEWAYS

- CDOT R3 ADA Ramps, Various Locations
- City of Thornton Westgate Sidewalks, Thornton, CO
- US 24 - Resurfacing and Downtown Pedestrian Improvements, Minturn, CO
- US 6 Palisade Sidewalk, Palisade, CO
- CDOT R3 Blue River Trail Bikeway, Summit County, CO

GRANT APPLICATIONS

- Minturn CDOT TAP Grant 2017
- Minturn DOLA/EIAF Grant 2017
- Minturn CDOT TAP Grant 2019
- Minturn CDOT Revitalizing Main Street Grant 2022
- City of Thornton US DOT RAISE Grant 2023
- Salida – CDOT Revitalizing Main Street Grant 2021
- Minturn – DOLA/EIAF Grant 2022
- Minturn – US DOT RAISE Grant 2022
- Thornton – DRCOG TIP Grant Call #3 2022



MICHELLE HANSEN, PE

Ms. Hansen joined Stolfus & Associates, Inc. in September, 2004. Michelle has nearly 24 years of transportation engineering and roadway design experience on projects located in Colorado. She has been involved in the design of highways, arterial roadways, intersections, and bicycle/pedestrian facilities from the conceptual level through final design and construction. Her responsibilities have included roadway geometric layout, access studies, alignment studies, preparation of construction documents, opinion of probable construction cost preparation, project coordination, construction observation, and public involvement efforts. Michelle is an expert in AASHTO methodologies, CDOT procedures, MUTCD guidance and application of the State Highway Access Code. A regular contributor to the engineering industry at-large, Michelle serves on the Board of Directors of the American Council of Engineering Companies - Colorado chapter.

Education:

B.S.C.E
Colorado State University
1999

Affiliations:

ACEC

Professional Registration:

Colorado P.E. # 38085

RELEVANT PROJECTS:

ROADWAY CONSTRUCTION DOCUMENTS - ARTERIALS

- US 24 - Resurfacing and Downtown Pedestrian Improvements, Minturn, CO
- CDOT R1 Federal Blvd Medians, Westminster, CO
- CDOT R2 SH 160 Downtown Pedestrian/Bicycle Improvements, Walsenburg, CO
- SH 92 Roger's Mesa, Hotchkiss, CO
- City of Fort Collins North College Avenue Improvements, Ft. Collins, CO
- CDOT R1 SH 9 Frisco to Breckenridge, Summit County, CO

ROADWAY CONSTRUCTION DOCUMENTS - INTERSECTIONS

- CDOT R1 Floyd Hill Early Elements Roundabouts
- CDOT R2 CO 83 County Line/Palmer Divide Roundabout
- Town of Avon Stone Bridge Roundabout and Pedestrian Crossings, Avon, CO
- CDOT R5 US 160 CR 225 Roundabout, La Plata County, CO
- CDOT R3 US 6 Post Blvd Roundabout, Avon, CO
- CDOT R3 US 6 Castle Valley Roundabout, New Castle, CO
- CDOT R3 US 50 & CO 92, Delta, CO
- 84th Avenue/Grant Street Intersection Improvements, Thornton, CO
- 69th Avenue/Federal Blvd Intersection Improvements, Westminster, CO
- CDOT R1 CO 9 Intersection Improvements, Frisco, CO
- CDOT R3 US 50/San Juan Intersection Improvements, Montrose, CO
- CDOT R3 US 40/Pine Grove Intersection, Steamboat Springs, CO
- CDOT R3 SH 135/Spencer Avenue Intersection, Gunnison, CO
- Roaring Fork SD - SH 82 Access Improvements, Glenwood Springs, CO
- CDOT R3 SH 82 & Original Road, Basalt, CO

COLORADO STATE HIGHWAY ACCESS CONTROL PLANS (ACP)

- US 40 West Steamboat Springs ACPs, Steamboat Springs, CO
- US 40 ACP, Granby, CO
- SH 82 ACP, Glenwood Springs, CO
- US 6 and SH 13 ACP, Rifle, CO
- US 50/SH 92 ACP, Delta, CO
- US 550 ACP, Montrose, CO
- SH 92 Roger's Mesa ACP, Hotchkiss, CO
- CO 9 Blue River ACP, Summit County, CO
- CO 402 ACP, Loveland, CO
- I-70B South of Rood AMP, Grand Junction, CO
- CO 83 ACP Update, Douglas County, CO
- Patterson Road (Municipal) ACP, Grand Junction, CO

TRAILS/BIKEWAYS

- Denver DOTI Northwest Community Bikeways, Denver, CO
- Hidden Treasure Trailhead and Parking Improvements, Black Hawk, CO
- Bear Creek Trail & Greenway Phase 3, Morrison, CO
- Centennial Link Trail, Centennial, CO
- CDOT R3 Blue River Trail Bikeway, Summit County, CO
- Mason Street Trail (Harmony to Spring Creek), Ft. Collins, CO



BETSY TIMBERS, PE

Betsy has been a transportation engineering consultant for nearly 8 years including over 5 years with Stolfus. Betsy's experience includes providing roadway and transportation engineering expertise for a variety of public sector clients. She has been involved in the design of highways, arterial roadways, intersections, roundabouts, interchanges, and bicycle/pedestrian facilities from the conceptual level through final design and construction. Her responsibilities have included roadway geometric layout, alignment studies, preparation of construction documents, and opinion of probable construction cost preparation. Betsy is knowledgeable in AASHTO methodologies, CDOT procedures, and MUTCD guidance. She is an expert roadway geometric modeler utilizing Bentley Open Roads Designer, having modeled highway corridors, intersections, roundabouts, and bicycle/pedestrian facilities.

Education:

B.S.C.E
Vanderbilt University
2015

Affiliations:

WTS

Professional Registration:

Colorado P.E. # 0058430

RELEVANT PROJECTS:

ROADWAY CONSTRUCTION DOCUMENTS - ARTERIALS

- City of Thornton 104th Avenue Widening (Colorado Blvd to US 85), Thornton, CO
- CDOT R1 Federal Blvd Medians, Westminster, CO
- SH 92 Roger's Mesa Safety Improvements, Hotchkiss, CO
- CDOT R1 CO 71 Passing Lanes, Washington County, CO
- CDOT R3 CO 13 Rifle to Rio Blanco Passing Lanes, Rifle, CO
- CDOT R1 Bicycle/Pedestrian Study Countermeasures, Regionwide
- CDOT R4 CO14B Safety Improvements, Larimer County, CO
- CDOT R4 US 34 Wray Bridges, Wray, CO

ROADWAY CONSTRUCTION DOCUMENTS - INTERSECTIONS

- CDOT R1 Floyd Hill Early Elements Roundabouts
- CDOT R5 US 160 CR 225 Roundabout, La Plata County, CO
- CDOT R2 CO 83 County Line Palmer Divide Roundabout
- CDOT R3 US 6 Post Blvd Roundabout, Montrose, CO
- CDOT R3 US 6 Castle Valley Roundabout, New Castle, CO
- City of Aurora Iliff/Buckley Intersection, Aurora, CO
- City of Aurora Havana/Colfax Intersection, Aurora, CO
-

PEDESTRIANS/BIKEWAYS

- Denver DOTI Northwesty Community Bikeways, Various Locations
- City of Thornton Westgate Sidewalks, Thornton, CO
- CDOT R3 ADA Ramps, Various Locations
- CDOT R2 Walsenburg ADA Ramps, Walsenburg, CO

TRAFFIC SIGNALS

- CDOT R5 US 550-14th Street Traffic Signal, Durango, CO
- CDOT R3 CO 82, CO 133 Traffic Signals, Garfield County, CO
- CDOT R3 I-70B Traffic Signals, Grand Junction, CO
- Denver National Western Complex Bettie Cram Drive Signals, Denver, CO



MATT BROWN, PE, PTOE, RSP

Matt has been a traffic and transportation engineering consultant for 30 years (16 with Stolfus). Matt's experience includes providing traffic engineering and transportation planning expertise for a variety of public clients. His primary areas of expertise include traffic operations analysis, safety studies, project management, traffic engineering design, conceptual, preliminary and final design of street and intersection projects, and general traffic engineering support to environmental, planning and design projects.

Matt's specific project experience includes traffic impact studies, roadway and intersection design, roundabout planning & design, traffic signal design, safety assessments, signing & striping, method of handling traffic, corridor and planning studies, traffic operations, cost estimating, and project management. Matt is well versed in AASHTO methodologies, CDOT procedures, MUTCD guidance, and multiple agency coordination.

Education:

B.S.C.E.
Michigan State University
1992

Affiliations:

ITE

Professional Registration:

Colorado PE# 32772
PTOE Certification
Roadway Safety Professional

RELEVANT PROJECTS:

TRAFFIC STUDIES

- CDOT R5 Traffic Impact Study Reviews, Regionwide
- City of Denver Westwood Recreation Center Traffic Study, Denver, CO
- Steamboat Basecamp Traffic Impact Study, Steamboat Springs, CO
- Snow Bowl TIS, Steamboat Springs, CO
- Dahlia Street Improvements, Adams County, CO
- Welby Road Realignment at 88th Avenue, Adams County, CO
- El Jebel/Crown Mountain Alternatives Analysis, Eagle County, El Jebel, CO
- City of Glenwood Springs RAMP Applications, 27th St, 12 St
- I-25 Corridor Transportation Improvement Study, Greenwood Village, CO
- Idaho Springs Colorado Blvd Traffic Impact Study, Idaho Springs, CO

ACCESS CONTROL PLANS (ACP)

- CDOT and City of Loveland CO 402 Access Control Plan, Loveland, CO
- CDOT US 34 Access Control Plan, Greeley, CO
- US 6 and SH 13 Rifle Access Control Plan, Rifle,
- SH 82/Glenwood Springs Access Control Plan, Glenwood Springs, CO
- CDOT R3 SH 50 Gunnison Access Control Plan, Gunnison, CO
- Statewide Traffic Engineering and Access Management Training, CDOT
- US 550 ACP, Montrose, CO
- US 40 ACP and System Needs Study, Steamboat Springs, CO
- Clear Creek School District Access Permit, Idaho Springs, CO

MUNICIPAL PLAN REVIEWS

- Traffic Engineering Review and Consulting Services for Grand Junction, Black Hawk, Minturn, Idaho Springs, Hudson, Elizabeth, Avon, and Columbine Valley

TRAFFIC SAFETY AND OPERATIONS

- Town of Elizabeth Circulation Study, Elizabeth, CO
- Town of Elizabeth Street Network and Transportation Plan, Elizabeth, CO
- Town of Avon Multimodal Operations Study, Avon, CO
- City of Thornton 112th Avenue Roundabouts Study, Thornton, CO
- CDOT R2 Drew Dix Roundabout, Pueblo, CO
- CDOT R2 CO 83 Roundabout Traffic Operations
- CDOT R1 I-70 Ward Road Bridges Traffic Operations, Wheat Ridge, CO
- CDOT R1 and R4 Bicycle/Pedestrian Safety Studies
- CDOT R4 US 34/WCR 17 Interchange Alternatives Analysis, Weld County, CO
- City of Aurora Neighborhood Traffic Calming Program, Aurora, CO
- City of Aurora Neighborhood Traffic Calming Designs, Aurora, CO
- CDOT HQ Safety Assessments, Statewide
- CDOT HQ FASTER Safety Manual and HSIP Program Updates, Statewide
- CDOT HQ I-70 Road Closure Assessments
- CDOT US 34 Planning and Environmental Linkage, Greeley to Loveland, CO



DHM DESIGN

BILL NEUMANN

President | Managing Principal | Professional Landscape Architect (CO) | ASLA

Bill has been a key member of the DHM Team for 37 years. He is a leader in the planning and design of landscapes and recreational facilities across the country. He understands the importance of creating spaces that benefit communities, while respecting natural systems, sensitive landscapes, habitats and cultural/historical sites. On every project, Bill considers the construction phase of a project equal in importance to the design process. Bill has managed and been part of large multi-disciplinary teams, for numerous complex projects. Bill believes in producing high quality designs and illustrative graphics to help clients visualize the design intent.

ABOUT

EDUCATION

B. of Science Landscape Architecture
Colorado State University, 1986

REGISTRATIONS

Professional Landscape Architect
Colorado #175
ASLA

ORGANIZATIONS

American Trails Member
The Preserve at Greenwood Village

RELEVANT EXPERIENCE

Walk.Bike.Fit Multimodel Project; Commerce City, CO
Northern Range Master Plan; Commerce City, CO
104th Avenue & Biscay Streetscape; Commerce City, CO
Highway 2 Beautification; Commerce City, CO
Dove Valley Streetscape; Arapahoe County, CO
Buckley Road Streetscape; Arapahoe County, CO
Reunion Streetscape; Commerce City, CO
Silverthorne Streetscape; Silverthorne, CO
Meadows Blvd. Streetscape; Castle Rock, CO
Green Valley Ranch - 48th Ave. Streetscape; Denver, CO
Briargate Parkway Streetscape; Colorado Springs, CO

CONTACT

bneumann@dhmdesign.com
303.892.5566
www.dhmdesign.com

NOTABLE WORK

Salida Roundabout | Salida, Colorado

DHM was invited to participate as subconsultant in the design for a streetscape and entry feature into Salida, Colorado. The roundabout improves vehicular circulation between Highway 50, CO 291, and CR 105. This design also designates a formal entryway into the city of Salida, incorporating a multi-use trail, walkways, lighting and streetscape using drought tolerant native plants.

104th Avenue | Commerce City, Colorado

More than 4 miles of road improvements encompassed a project in Commerce City, where DHM designed the streetscape, raised decorative concrete medians that incorporated xeric planting concepts and large drifts of ornamental grasses and cobblestone. Conceptual bridge designs maintained the integrity of the community character that had been impacted by road and landscape construction.

80th Avenue Streetscape | Arvada, Colorado

DHM Design worked with the City of Arvada to provide design services to renovate 1.25 miles of streetscape along 80th Avenue. The goal was to remove all existing bluegrass and replace with drought tolerant plantings to reduce water use. The streetscape included sloped paving, boulders and a variety of plant materials to provide year round color and interest.

Multi-Modal Active Travel System | Commerce City, Colorado

Active Travel as defined, is a form of movement in communities that primarily and regularly engages people in walking, bicycling, and other non-motorized transportation for commuting and recreation. Commerce City has been one of the Metro Area's fastest growing communities and has been a trend-setter in the area of community livability and quality of life. DHM was hired to prepare the multi-modal active transportation plan with the mission of helping the city create a safe, pleasant, practical and affordable multi-modal active travel network accessible to all residents and businesses, that is used regularly by a substantial segment of the population. The active travel system integrates with the larger metro bike and trail networks, regional destinations, and other forms of transportation including transit and automobile modes to promote widespread use of cleaner and more energy-efficient forms of transportation.

Jess Hastings, PE

Senior Resident Project Manager, Construction Group Manager

Mr. Hastings has extensive experience working with a variety of railroads across the country. He has managed a variety of construction projects including highways, bridges and railroads. He has considerable experience in construction schedule management, railroad and utility coordination and design, and constructability reviews. He has experience working with Class 1 railroads and has an in-depth understanding of industry standards. Jess is also a skilled communicator and excels at stakeholder involvement and outreach.

CDOT R4 - US-85 & Weld County Road 44

Railroad Coordination: Benesch provided railroad coordination and design support for the proposed overpass as part of the Peckham Interchange. This project involved the purchase of UPRR right of way in order to construct the new interchange off ramp. The proposed bridge will be a 125' span with additional drainage improvements.

CDOT R1 - I-25 South Gap

Railroad Coordination: Benesch provided railroad coordination to the South Gap design team with both the UPRR and BNSF. The project performed maintenance activities to an existing UPRR overpass structure. Additionally, there is a 1.5 mile stretch near the Spruce Mountain Road exit which will interface with an existing BNSF access road. Benesch assisted CDOT by coordinating with BNSF to determine where access needed to be maintained and where it could be eliminated in order to keep the project moving forward.

UPRR - I-70 & 46th Avenue Underpass

Project Manager: Benesch assisted the UPRR with design review and construction oversight for the 4-span, 440-foot-long bridge as part of CDOT's Central 70 project. This design-build project involved complex phasing and an aggressive schedule. Temporary shooflys and shoring was required to maintain train traffic to the 36th Avenue yard. Representing the UP, Benesch was responsible for ensuring submittals complied with AREMA and UPRR/ BNSF Grade Separation guidelines and performed construction observation.

CDOT R4 - I-25 North Express Lanes Segments 5&6

Railroad Coordination: Benesch is currently a part of the construction management team on this CM/GC Region 4 project. Jess's role on this project is Design/Construction Coordination with an emphasis on utilities and railroad coordination. There are two overpass structures with the shortline Great Western Railroad. Additionally, coordination with the Little Thompson Water District and Central Weld County Water District for the relocation of a 42" DIP high pressure waterline was a significant effort on the project.

UPRR North Fork Subdivision - Bridge 57.87

Project Manager: Benesch performed Construction Management and Inspection services for the UPRR for the construction of a 500-foot bridge over the Gunnison River in Delta, Colorado. Benesch's duties included weekly site visits to monitor and document construction activities and progress, site safety and environmental compliance, and to coordinate with the UP construction and design staff on scheduling and project issues.

US85 & WCR44, Peckham Interchange - CDOT Region 4

Railroad Coordination: Benesch is providing railroad coordination and design support to Staff Bridge for the proposed Peckham Interchange, taking Weld County Road 44 over the adjacent UPRR tracks. Benesch will review and provide input on design packages prior to submitting to the UPRR in an effort to expedite review timeframes. Should the need for a variance arise, Benesch will assist the project team in negotiations with the UPRR.

Education

BS, Civil Engineering
University of Nebraska—Omaha

Years of Experience: 15

Registrations and Certifications

Professional Engineer: CO, NE

SAVE VE Module I

CDOT Transportation Erosion
Control Supervisor

CDOT Basic Highway Math,
Surveying and Plan Reading

Traffic Control Supervisor

Fall Protection

e-Railsafe

Contractor Orientation

Roadway Worker Protection



Town Council
Mayor – Earle Bidez
Mayor Pro Tem – Terry Armistead
Council Members:
George Brodin
Lynn Feiger
Gusty Kanakis
Kate Schifani

August 11, 2022

American Council of Engineering Companies
800 Grant St. Ste. 100
Denver, CO 80203

Re: Engineering Excellence Awards; Client Letter

Dear Council,

It is my privilege to work with the team at Stolfus Engineering. As a small community, population of approximately 1,000, Minturn does not have the budget to retain in-house staff for most of our special projects and we thus must rely on outside consultants to achieve many of our goals. With the limited in-house knowledge and bandwidth, Stolfus has filled our small-town gaps with not only the essentials to get the job done but become part of our Minturn team.

Our most recent project, which Stolfus led us through from start to finish, included the long-time goal of adding sidewalks to a large section of Main Street. Because of Jenna Siegel, and the team at Stolfus, our community has increased connectivity and we see families safely walking and biking along HWY 24 to utilize our park, enjoy the concerts and patron our businesses and restaurants.

In all ways, Stolfus went the extra mile to lead our efforts. From grant applications to construction meetings – which I found overwhelming at times; Stolfus led the way. I've greatly appreciated Jenna answering all our after-hour calls, meeting with individual community members and addressing the suggestions from our public open house sessions.

Words will not express our town's appreciation for Stolfus coming in at our time of need, taking us under their wing, and leading us through the project process from the start with visioning and open houses, to the finish with wrapping up construction contracts.

Working with a small town requires so much more of the consultant team. Stolfus has fulfilled our every expectation and more. They've gone above and beyond, and I strongly encourage you to consider Stolfus for this excellence award as they are incredibly deserving, and in Minturn's eyes, the only choice.

Sincerely,

Michelle Metteer
Town Manager
Minturn, Colorado
manager@minturn.org



Engineering Division
15151 E. Alameda Parkway, Ste. 3200
Aurora, Colorado 80012
303.739.7300
email: publicworks@auroragov.org

Worth Discovering • auroragov.org

DATE: 8/23/19

TO: Whom it may concern

FROM: Jana Krell, P.E.

SUBJECT: Letter of Recommendation

This letter is to summarize my experience working with Stolfus and Associates. Stolfus was my consultant designer on a project currently under construction at Alameda Ave and Buckley Rd in Aurora Colorado. Jenna Siegel and her team were great to work with during this process. Her team was communicative and responsive during design and the project was completed on schedule and on budget.

During construction, Stolfus continued to show their expertise by responding to RFIs and design specific questions promptly and with the well-engineered solutions. Our Survey department also commented that Stolfus's plans were some of the best they have seen in years when it comes to construction staking and CAD file conversions.

Based on my experience over the past two years of working with Jenna and her team, I would highly recommend Stolfus and Associates as a design consultant.

Sincerely,

Jana Krell, P.E.
Project Engineer



Traffic Safety and Engineering Services
2829 W. Howard Pl., 4th Floor
Denver, CO 80204

DATE: January 29, 2021

To Whom It May Concern,

As a resident engineer in the Colorado Department of Transportation (CDOT) who is responsible for statewide safety analysis support and statewide administration of two major safety programs that reduce crashes along all public highways across Colorado, my group and customers depend on traffic engineering support from consultants to help achieve those objectives.

Stolfus Engineering has been providing valuable safety analysis support for the CDOT Traffic Safety and Engineering Services group over the last eight years. They have brought considerable expertise and innovation to the field of data driven safety analysis which has advanced traffic safety statewide. This effort requires intricate knowledge and application of data elements derived from Colorado traffic crash report forms, in which this group has demonstrated great skill and ability on a consistent basis.

Along with their expertise, the people at Stolfus Engineering are a pleasure to work with. They are extremely dedicated and thorough with the services they have been providing us. They also make our jobs easier with their high level of coordination and communication to help accommodate our every need. I would definitely recommend them.

Sincerely,

David Swenka, PE, PTOE
Safety Analysis Engineer
Colorado Department of Transportation

303-512-5103
David.swenka@state.co.us





DELTA COUNTY, COLORADO

Office of the County Engineer

Delta County Courthouse

501 Palmer Street, Suite 227

Delta, Colorado 81416-1796

Phone: 970-874-2035 or 874-5914 FAX 970-874-2455

July 14, 2016

To Whom It May Concern:

In consideration of your civil engineering needs on transportation issues, the team of Stolfus & Associates should be at the top of the list deserving your attention. Professionalism at its best, complex and contentious issues are handled by Senior Transportation Engineer Michelle Hansen and her project team with determination and public grace that in the end gets results. And that is why I do not hesitate to recommend them.

Delta County was introduced recently to Stolfus & Associates when they were contracted to complete an access control plan in a corridor that covered over 250 access points through rural and urban roadways, including city streets. The project involved three government entities with a timeframe of a year. The project was completed on time and well under budget. Every aspect of the project, from engineering to addressing government officials to presenting plans in public forums were shouldered by Stolfus and masterfully delivered.

While engineering these plans can be a challenge, presenting them to a skeptical, if not critical audience is often the key to a successful project. The public forums for this effort were designed by Stolfus to engage and empower skeptics to play a role in the design. This format resulted in either addressing public concerns, or in some cases, improving the design with public suggestions. At these meetings, Stolfus came fully armed with not just technical data, but with the human resources who could answer the questions and provide explanations. The results were critical in the public buy in of our project.

Stolfus & Associates brings the skill set and the project management abilities you need to the table and should be given your serious attention for any of your transportation project needs. If a track record of return customers makes a statement to you, Delta County has just agreed to a second access control plan with Michelle Hansen and the Stolfus team to commence later this year. We are looking forward to working with them again.



DELTA COUNTY, COLORADO

Office of the County Engineer

Delta County Courthouse

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Delta, Colorado 81416-1796

Phone: 970-874-2035 or 874-5914 FAX 970-874-2455

Please do not hesitate to contact me with any questions on Stolfus & Associates as I would be glad to answer them.

Best Regards,

A large, stylized handwritten signature in blue ink. The signature is cursive and appears to read 'Bob Kalenak'. It is written over a large, faint, circular watermark or background mark.

Bob Kalenak
Delta County Engineer

OFFICE OF THE COUNTY ENGINEER
DELTA COUNTY