



Town Council
Tuesday, April 11, 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

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Meeting ID: 293 000 618 757

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[+1 469-770-0416,,518696766#](#) United States, Dallas

Phone Conference ID: 518 696 766#

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. Proclamation - National Donate Life Month

2. Proclamation - Arbor Day 2023
3. Holy Cross Energy - Rate Structure Changes, Mike Steiner and Ginette Puidokas
4. Respect the Wild Campaign Update, Nicole Aslin - Vail Valley Mountain Trails Alliance

CONSENT AGENDA 6:50 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 - March 28, 2023
2. Bill Pay - March 2023
3. Resolution 19, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Professional Services Agreement with KLJ Engineering, Inc. for Strategic Consulting, Grant Writing, and Advocacy Services"
4. Resolution 20, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Intergovernmental Agreement with the Eagle County Housing and Development Authority for Affordable Housing Services"
5. Resolution 23, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Professional Services Agreement with Stolfus & Associates, Inc. for Engineering Services"
6. Request for Approval of New IT Support Provider
7. Eagle Downtown Development Authority Tax Increment Investment Policy

STAFF REPORTS - 6:55 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. Department Update - March Activities
3. Affordable Housing Update to Town Council

BUSINESS ITEMS - 7:00 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. PUBLIC HEARING: SU23-01 Vibrant Health of Colorado Special Use Permit
 - a. Resolution 22, Series 2023, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Special Use Permit for a Medical Clinic at 217 Broadway.

EXECUTIVE SESSION - 7:20 PM

1. EXECUTIVE SESSION: To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) regarding terms of the intergovernmental agreement with Mountain Recreation in relation to funding the pool replacement project.

BUSINESS ITEM - 7:35 PM

1. Direction on Funding for Pool Replacement Project in Coordination with Mountain Recreation

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:40 PM

1. Future Agenda Items
2. Council Committee Updates

ADJOURN - 7:45 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



TOWN OF EAGLE OFFICIAL PROCLAMATION NATIONAL DONATE LIFE MONTH

Whereas, April is National Donate Life Month, which raises awareness about organ, eye and tissue donation; encourages Americans to register as donors; and honors those that have saved lives through the gift of donation; and

Whereas, Colorado has the nation's highest-performing state donor registry with 67% of driver license/ID card applicants signing up to be organ and tissue donors—a decision that reflects deep commitment to one another, and confirms that there is good inside all of us; and

Whereas, One donor can save up to 8 lives through organ donation, and save and heal more than 75 lives through tissue donation; and

Whereas, There were a record 278 organ donors and 740 life-saving transplants in 2022 (which is a 19% increase in organ donors and 29% increase in life-saving transplants compared to 2021). Donor Alliance recovered tissue for transplant from 1,911 tissue donors, resulting in over 143,325 tissue grafts becoming available for those in need; and

Whereas, There are nearly 1,500 people waiting for a lifesaving organ transplant in Colorado and Wyoming. Of those waiting, nearly 1,200 are waiting for a kidney—the organ most in need—and nearly 120 are waiting for a liver; and

Whereas, The U.S. officially achieved its 1 millionth organ transplant, including more than 42,800 organ transplants performed in 2022 (another historic first for the nation); which is a testament to the lifesaving work being done daily by Donor Alliance and all organ procurement organizations across America; and

Whereas, Donor Alliance's donor service area serves 6.3 million residents, and covers 184,151 square miles—this includes all of Colorado and most of Wyoming; and

Whereas, There has been a dramatic 56% decrease in deaths on the Colorado organ transplant waitlist in the past 5 years (2016-2021); and

Whereas, The Chris Klug Foundation (CKF), a national nonprofit located in Aspen, Colorado, supports the efforts of Donor Alliance by promoting organ, eye, and tissue donation through inspiration, education, and registration. During 2022, CKF inspired and educated over half a million individuals nationwide; and

Whereas, April 2023 is the 20th anniversary of National Donate Life Month.

Now, therefore, I, Scott Turnipseed, Mayor of the Town of Eagle of the State of Colorado, do hereby proclaim the month of April 2023 as National Donate Life Month.



TOWN OF EAGLE - OFFICIAL PROCLAMATION ARBOR DAY 2023

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Scott Turnipseed, Mayor of the Town of Eagle, do hereby proclaim Friday, April 28, 2023, as



In the Town of Eagle, I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Your community. Your co-op. Your choice.

Can the HCE Grid Handle Electrification?

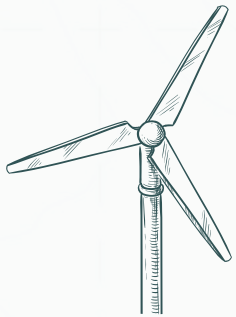
Bryan Hannegan - Holy Cross Energy – April 11, 2023





Holy Cross Energy is leading the responsible transition to a clean energy future.

Holy Cross Energy (HCE) provides safe, reliable, affordable and sustainable energy and services that improve the quality of life for our members and their communities.



In 2022, 50% of our power supply came from wind, solar, biomass and hydroelectric power, as well as coal mine methane recovery.

Founded in 1939, we serve more than 46,000 members in scenic Western Colorado with:

**265 MW
Peak
Demand**

**3,100 Miles
Distribution
Lines**

**120 Miles
Transmission
Lines**

**165
Employees**



Our Journey to 100%

These actions will allow HCE to achieve its vision of:

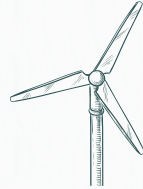
- 100% carbon-free power supply by 2030
- Carbon-neutral or better across the enterprise by 2035

in a way that *does not sacrifice affordability, safety, or reliability* for the sake of sustainability.



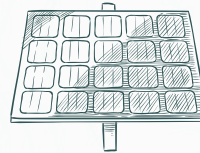
Energy Efficiency

Obtain an additional 0.25% per year in reduction of electric sales from existing uses.



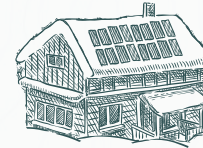
Cleaner Wholesale Power

Incorporate new, clean, dispatchable resources into HCE's power supply mix.



Local Clean Energy Resources

Continue our existing agreements for energy from local biomass, hydro, solar, & coal mine methane projects



Distributed Energy Resources

Support installation of at least 4 MW per year of new rooftop solar systems.



Smart Electrification

Encourage the expanded use of electricity for transportation, building heating and cooling, and industrial processes.



Progress to Date

New Resources Developed or Under Contract:

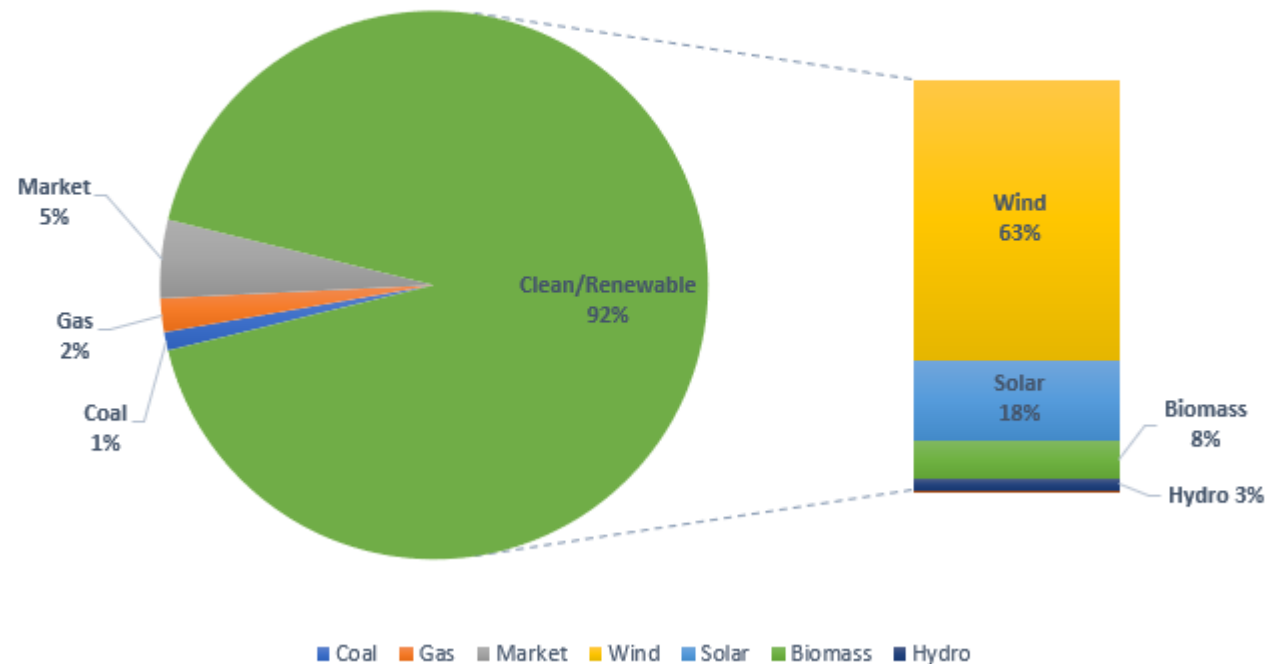
Eastern Colorado

- 150 MW wind
- 30 MW solar

HCE Service Area

- 5 MW solar
- 4.5 MW hydro
- 4.5 MW/15 MWh solar+storage
- 10 MW/20 MWh solar+storage
- 10 MW/20 MWh solar+storage

2024 Projected Energy by Fuel





Electrification Options

Table 1: Fossil-Fuel & Electric Options for Key End Users

End Use	Fossil-Fuel Device	Electric Device
Transportation	Internal combustion engine (ICE) car, bus, or truck	Electric vehicle (EV)
Space heating	Natural gas furnace; propane furnace; natural gas boiler; propane boiler	Air source heat pump; electric resistance heat; ground source heat-pump
Hot water heating	Tankless natural gas; natural gas with storage; tankless propane; propane with storage	Electric resistance with storage; heat pump with storage; electric tankless
Cooking	Gas stove; propane stove	Electric resistance stove; induction stove
Space cooling	Commercial gas absorption chiller	Air
Snowmelt systems	Natural gas boiler	Electric boiler

Dollars and emissions are only part of the story – service quality and ease of use also shape decisions.



RMI Study Results – Electric Grid Impacts

30% increase in electricity use by 2035

47% increase in peak demand by 2035

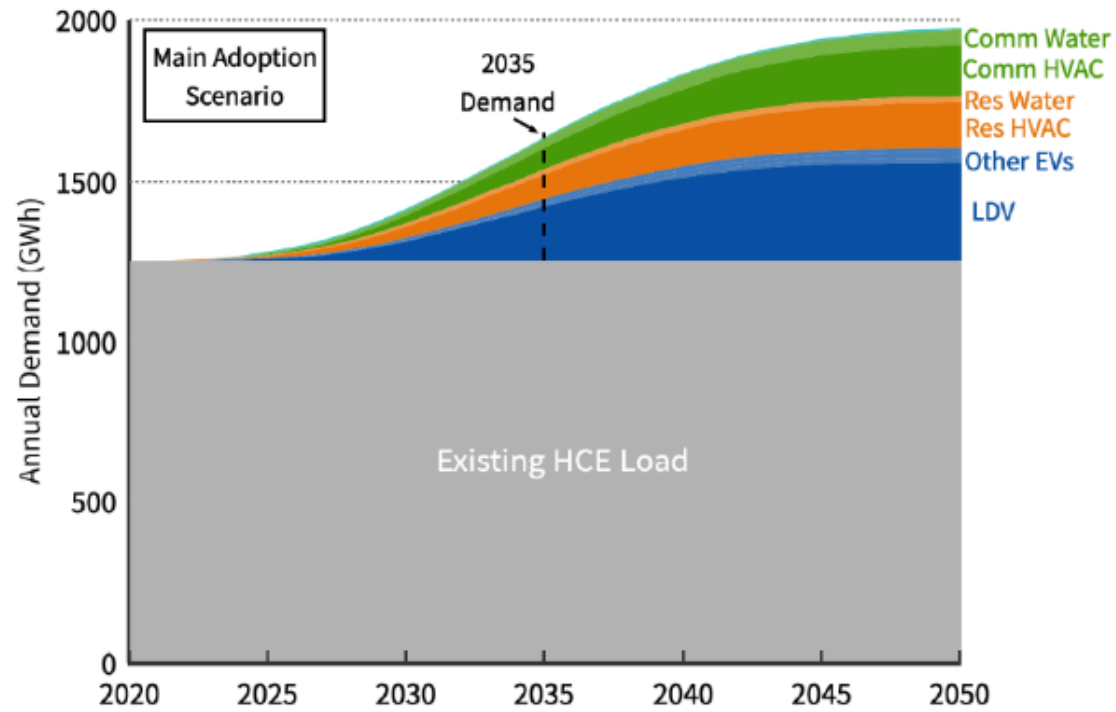


Figure 2. Annual load growth in the central scenario. We indicate 2035 load growth with a dashed line

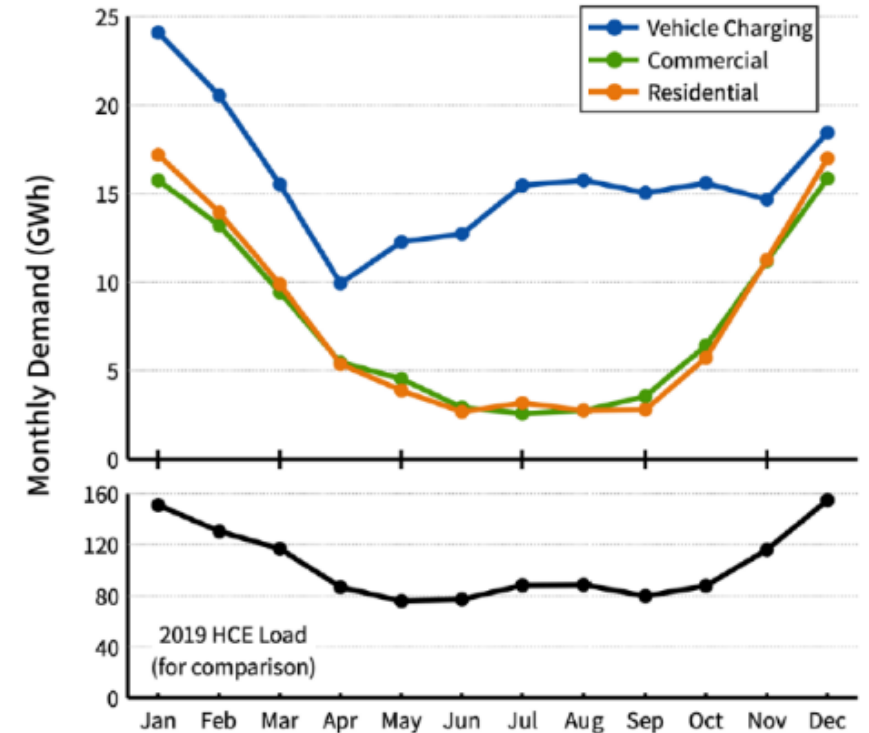


Figure 4. Monthly electric loads by sector in 2035 with the central adoption scenario

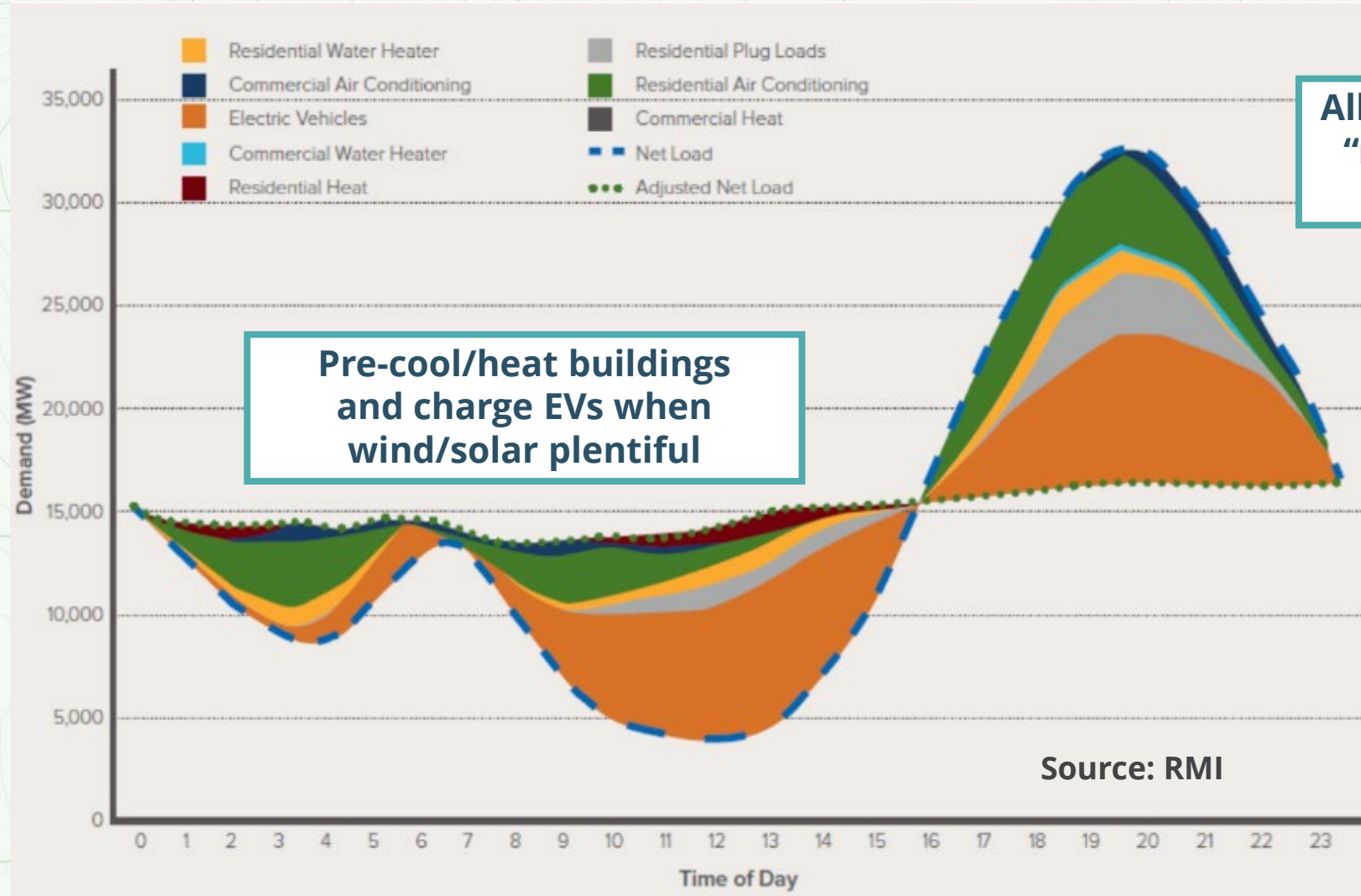


RMI's Key Recommendations for HCE

- 1. Work to ensure new load is also flexible.**
Electrification benefits will be the greatest if new load is also flexible.
- 2. Continue to invest in efficiency.**
Electrified space heating loads will be a major driver of HCE's winter peak.
- 3. To reduce emissions, focus on light-duty vehicles and heat pumps.**
- 4. Educate contractors, members, and community partners.**
- 5. Work with large users on electrification planning.**
- 6. Track, monitor, and inform local, state, and federal policies.**
- 7. Make sure all communities benefit from electrification,**
- 8. Continue to invest in system reliability and community energy resilience.**



Electrification Must Be Flexible



Allow building to
“ride through”
peak

Pre-cool/heat buildings
and charge EVs when
wind/solar plentiful

Discharge
from batteries
to address PM
solar ramp
(incl. V2G)

Source: RMI



Restructuring of Current Rate Design

The new structure better aligns our revenue with the way costs are incurred.

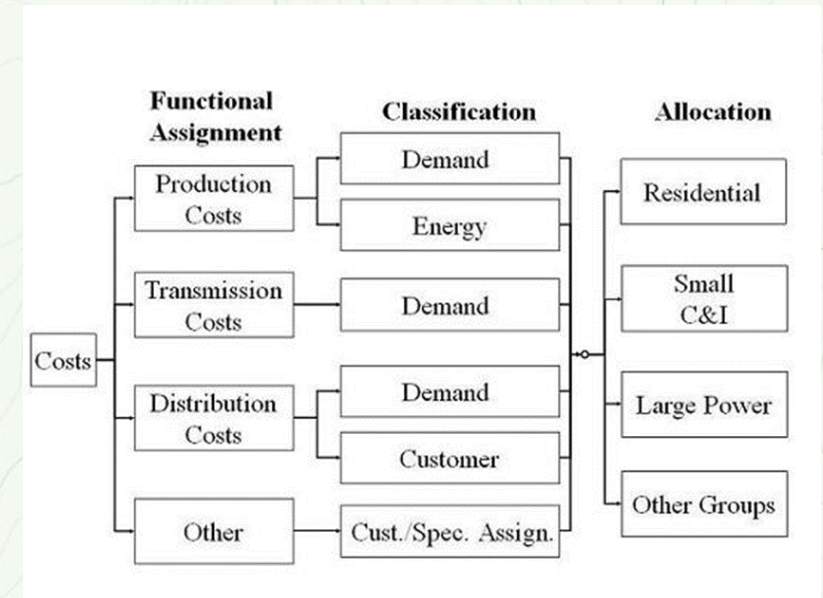
- This creates a more fair and equitable cost allocation across our membership.
- By restructuring rates now, we will be able to stave off a more significant rate increase for our members in the future.
- This more fair and equitable rate structure will have each member pay for the energy and parts of the system they use each month.



Why We Are Restructuring Rates

In 2018, The Brattle Group built a Cost-of-Service model for HCE.

- The purpose of the model is to allocate cost responsibilities to each of HCE's member classifications.
- Staff maintains the resulting model and updated the model based on the latest full-year financials (2021.)
- Our new rate design consists of a percentage of cost allocation assigned to each type of service as well as each member classification.





New Categories Defined

Membership Fee (fixed \$/month)

- Billing & collection
- Member service
- Community programs
- Shared services & overhead

Peak Demand Charge (\$/kW/month)

- Capacity / Resource Adequacy
- Transmission Capacity

Delivery Charge (\$/kWh delivered)

- Transmission delivery
- Distribution delivery
- Patronage capital

Energy Charge (\$/kWh)

- Energy supply

WeCARE program fee (2% of bill)

- Member programs



Residential Rate Transition Over 3 Years

		2023 (ECA)	2023	2024*	2025*
Small Residential	Membership Fee (\$/mo)	\$12.00	\$16.00	\$21.00	\$25.00
	Demand (\$/kW 4-9pm)	-	\$1.25	\$2.50	\$3.75
	Delivery (¢/kWh)	-	3.5	3.5	3.5
	Energy (¢/kWh)	11.22	6.5	5.1	3.8
Large Residential	Membership Fee (\$/mo)	\$28.00	\$45.00	\$62.00	\$79.00
	Demand (\$/kW 4-9pm)	\$5.32	\$6.00	\$6.75	\$7.25
	Delivery (¢/kWh)	-	3.5	3.5	3.5
	Energy (¢/kWh)	8.42	4.5	4.1	3.8

* Rates shown are based on 2023 costs.

Rates for 2024 and 2025 may differ based on budgets for those years.



Commercial Rate Transition Over 3 Years

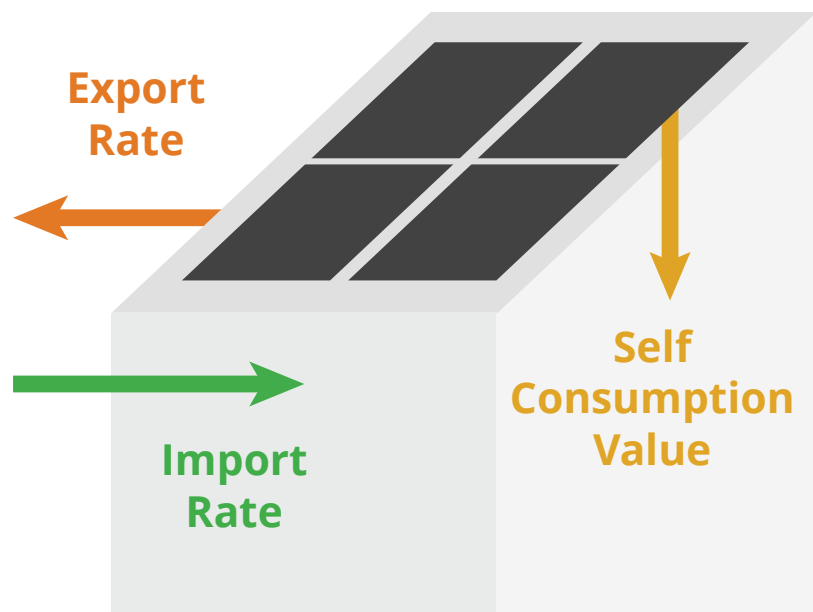
		2022 (ECA)	2023	2024*	2025*
Small Commercial	Membership Fee (\$/mo)	\$18.00	\$20.00	\$23.00	\$25.00
	Demand (\$/kW 4-9pm)	-	\$2.00	\$4.00	6.00
	Delivery (¢/kWh)	-	3.5	3.5	3.5
	Energy (¢/kWh)	10.22	5.6	4.7	3.8
Large Commercial	Membership Fee (\$/mo)	\$28.00	\$62.00	\$96.00	\$130.00
	Demand (\$/kW 4-9pm)	\$6.11	\$7.00	\$7.75	\$8.50
	Delivery (¢/kWh)	-	3.5	3.5	3.5
	Energy (¢/kWh)	8.0	4.4	4.1	3.8

* Rates shown are based on 2023 costs.

Rates for 2024 and 2025 may differ based on budgets for those years.



New Structure Impacts on Rooftop Solar



HCE members self-consume
~40% of production

Existing Rate Design (Small Residential)

Export Rate	11.22 c/kWh
Import Rate	11.22 c/kWh
> Energy	11.22 c/kWh
> Delivery	---
Self-Consumption Value	11.22 c/kWh
Annual Excess Production (Bank) Payout	4.4 c/kWh

New Rate Design: 2025 Estimated Rates (Small Residential)

Export Rate	3.8 c/kWh
Import Rate	7.3 c/kWh
> Energy	3.8 c/kWh
> Delivery	3.5 c/kWh
Self-Consumption Value	7.3 c/kwh
Annual Excess Production (Bank) Payout	3.8 c/kWh



Two Options Offered to Mitigate Impact

- To mitigate the negative impact of this change on rooftop solar owners, two options will be offered to current net metering members.
- The purpose of these options is to hold existing rooftop PV owners harmless from the delivery charge impact for 10 years.

OPTION 1

Maintain current combined energy charge (energy + delivery) for ten years.

OPTION 2

Receive a bill credit to move to separate energy and delivery usage charges September 1.



What Can Members do to Save?

Self-Consumption

- Change behavior to use more energy during high production hours and less when the sun isn't shining.

Peak Time Payback

- Participate in PTP.
- Payback rate for PTP events will increase by 50%.

Alter 4-9pm behaviors

- Save on Demand Charge.

Power+

- Further incentive for battery installations to minimize delivery and demand charges.

HCE EE Rebates

- We offer 25% of energy efficiency project costs up to \$5,000 for residential members.

Time of Use

- No Demand Charge.
- Non-Power+ Battery owners can greatly benefit here.
- Power+ not eligible.



Time of Use – Now Open to PV owners

Similarly reflective rate structure of energy/delivery split

- Net Metering Customers with batteries can hugely benefit
 - Power+ participants not eligible
- Keeping the fixed charge the same as the residential class
- Maintaining the residential ratio between energy and delivery
- Maintaining the existing 4:1 peak to off-peak ratio

		2022	2023	2024	2025 (2023 COS)
TOU	Fixed (\$/mo)	\$12.00	\$16.00	\$20.00	\$25.00
	Delivery – Off Peak (¢/kWh)	-	2.2	2.5	2.9
	Delivery – On Peak (¢/kWh)	-	8.8	10.0	11.6
	Energy – Off Peak (¢/kWh)	6.72	4.1	3.6	3.1
	Energy – On Peak (¢/kWh)	24.72	16.3	14.4	12.4
TOU kWh Totals	On-Peak (¢/kWh)	24.72	25.2	24.4	24.0
	Off-Peak (¢/kWh)	6.72	6.3	6.1	6.0



Net Metering Cap Tariff Change

Removal of Net Metering Cap

- HCE will remove the net metering cap for all systems under 500 kW on September 1, 2023.
- We will continue to require systems to be no larger than 200% of annual load.
- Distributed Energy Resource Generation Tariff allows for systems in excess of 200%.



HCE and Distributed Energy Resources

We strongly support rooftop solar and distributed energy resources from all over our territory.

- We continue to support new projects and pay competitive prices for energy generated by our members into the future.
- We have raised the size of net metered generation a member can build to encourage large project self-consumption.
- We created an entire program team and hired solar, transportation, and building experts to assist our members in all of their clean energy projects.
- In fact, we offer in-kind support for these projects if they also offer community benefits with our Community Energy Systems.



Join us on our Journey to 100%

For more information –

www.holycross.com

Follow us on Twitter & Facebook.



CAMPAIGN OVERVIEW

The Winter has brought some of our county's most distinguished members down from the mountaintops and to the forefront of our minds. Elk and deer are everywhere. And with them comes an opportunity to educate and reset attitudes toward our four-legged neighbors.

The elk and deer in Eagle County represent a pride point for many. They are also an essential part of a complicated and interconnected ecosystem. Life as an ungulate has never been easy, but living around humans poses challenges, especially with the changing of seasons and life cycles.

Luckily, there are a handful of things we can do to make life easier for wildlife, especially for mothers and their young.

We're asking the Town of Eagle's citizens to commit to preserving our herds. We're not asking for much, simply a few small behavior changes. We believe if we keep our dogs on leashes, respect trail closures, and leave wildlife alone, we can help these majestic animals survive and thrive for generations to come.

We're not asking you to stop hiking, biking, skiing, or walking your dog. We believe that you should continue to recreate outdoors. All we are asking is you recreate responsibly by taking a pledge to change a few small behaviors.



CAMPAIGN GOALS

Education intended to better understand our relationship with wildlife and change human behavior to recreate responsibly and better co-exist. Behavior changes include:

- Keeping dogs on leashes, and therefore away from wildlife
- Respect and obey trail closures
- Leave wildlife alone & give them their space

Encourage the community to get involved, including volunteering with VVMTA

Encourage donations to VVMTA and partners

CHANNELS

- website
- organic social
- social media toolkit
- paid social
- print ads (Vail Daily)
- sticker
- environmental
 - trail posters
 - campaign posters
 - trail business cards



TARGET AUDIENCE

- Eagle County
 - Eagle
 - Vail
 - Minturn
 - Vail
 - Avon
 - Edwards
 - Gypsum
 - a hyper-targeted emphasis on the Town of Eagle
- hikers
- bikers
- outdoor enthusiasts
- animal lovers
- dog owners
- property owners who live near migratory routes

CREATIVE

WINTER



Visit
www.RespectTheWild.com
to learn more.

We all want reservations to our favorite dining spots. When we prevent wildlife from accessing their natural food resources, it's a far bigger inconvenience than missing dinner. Giving elk and deer space to feed by respecting trail closures ensures they have enough to eat to survive another season.

WINTER



Visit
www.RespectTheWild.com
to learn more.

Everyone loves a good nap. When deer, elk, and bighorn sheep aren't searching for food, they bed down in safe spaces to rest and preserve calories. A dog off a leash or a human getting a bit too close can spook an animal out of its warm bed, requiring them to use valuable energy and make them vulnerable to the elements.



NOWHERE TO RUN

**RESPECT
THE WILD**



Visit
www.RespectTheWild.com
to learn more.

We recreate outdoors to improve our physical and mental health. Emotional wellness is also critical to the physical health of deer and elk. Crowding, disturbing, and chasing elk and deer stresses them. Respecting trail closures, keeping pets leashed, and giving them space are all things you can do to help wildlife thrive.

END OF WINTER INTO SPRING



Visit
www.RespectTheWild.com
to learn more.

Not being able to get where you need to go stinks.
Our local herds feel the same way. Ignoring trail
closures can block migration corridors and keep
wildlife from essential habitat and food resources.



Visit
www.RespectTheWild.com
to learn more.

Having your recipe ruined because of a missing ingredient is the worst. Well, almost. The worst is not being able to eat at all because you can't access your food. That's how our local elk and deer feel. Giving the herds space and respecting trail closures ensures they can eat, feed their young, and prosper.



Visit
www.RespectTheWild.com
to learn more.

**RESPECT
THE WILD**

Wildlife biologists study pregnancy rates to assess the health of wildlife populations. Ensuring sustainable calf to cow ratios means populations will thrive. Respecting trail closures and giving deer and elk their space is an action we can take to allow mom's and their young to survive.

WINTER AND SPRING



NAMA-STAY AWAY

**RESPECT
THE WILD**



Visit
www.RespectTheWild.com
to learn more.

Pregnant elk and deer need space. Gestation can last 245 days, with babies weighing up to 40 pounds. Lugging that weight up and down the mountain makes carrying skis sound easy. You can make life better for these majestic mothers by respecting trail closures and giving them space to relax in peace.

SPRING



Visit
www.RespectTheWild.com
to learn more.

Getting kids to sleep is a tough task, especially if you're facing interruptions. Cows and calves have limited mobility during the first few weeks after birth. Zero disturbances during the calving period are critical to herd health. Just one sleepless night can be life or death for calves. Respecting trail closures is an essential part of protecting our wildlife.



Visit
www.RespectTheWild.com
to learn more.

Crowding or chasing the elk and deer stresses them, elevating their heart rates and producing cortisol, a feeling similar to having that third espresso you didn't need. Unfortunately for wildlife, that coffee house playlist won't calm them down. Respecting trail closures, leashing pets, and leaving wildlife alone ensures they have the peace and space they need to thrive.

TRAIL CLOSURES

NATURE SHOULD BE PEACEFUL FOR EVERYONE

That Includes Local Wildlife

Even the simple presence of humans or dogs at a distance is a stressor and can keep wildlife away from resources they need. So, be kind to our local neighbors by turning around, giving them their space, and choosing to recreate elsewhere.



WE CONSIDERED LEASHING THE ELK...

But, they don't make elk-sized collars.

For everyone's safety, please keep your dog leashed. Dogs chasing elk and deer endangers their immediate health and can decline their numbers. It's also illegal. So, be a good neighbor to our wildlife population.



WE KNOW YOUR DOG IS PERFECT

But a Leash Provides Extra Safety

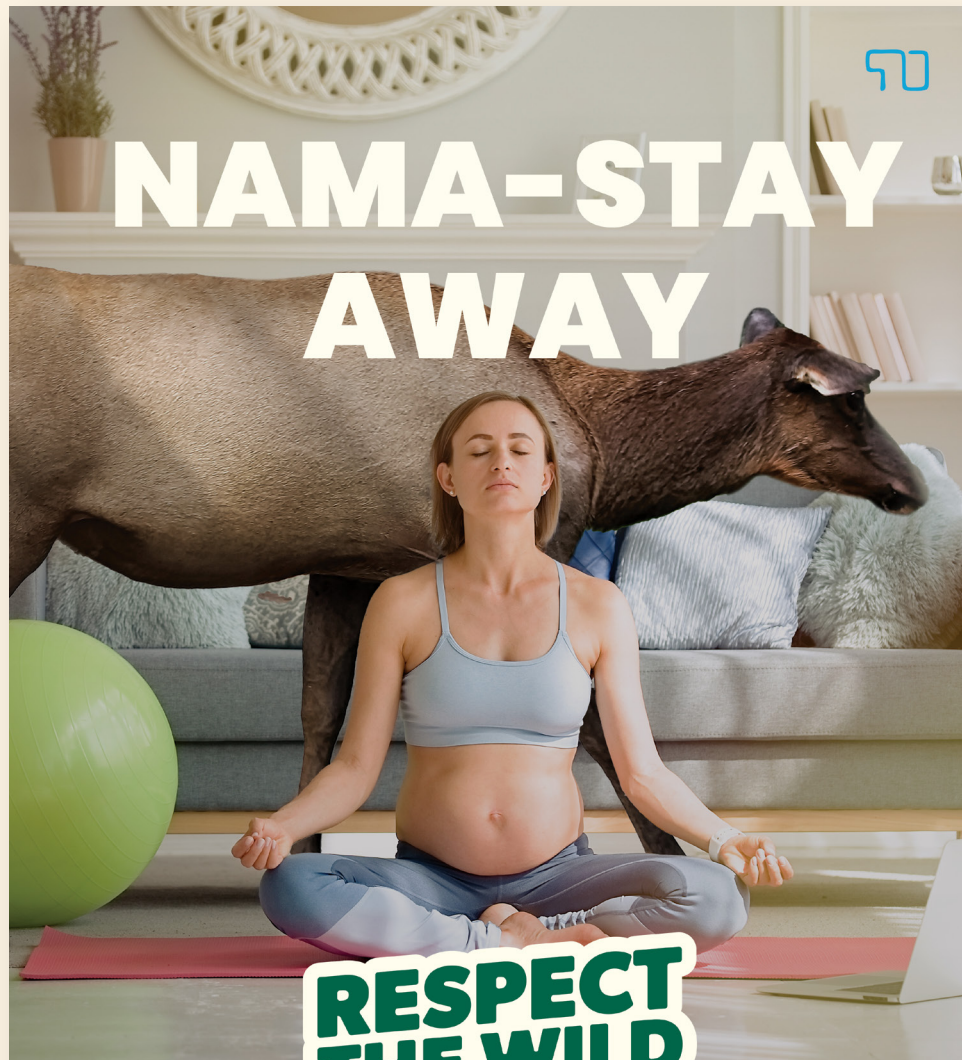
Dogs chasing elk and deer is illegal. It's also a stressor that can cost them precious energy and keep them from grazing spaces they need. Please be considerate to our local neighbors and use a leash.



EAGLE RANCH
WILDLIFE
COMMITTEE



BUSINESS POSTERS



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EAGLE RANCH
WILDLIFE
COMMITTEE

Visit
www.RespectTheWild.com
to learn more.





FLIGHT'S DELAYED

RESPECT THE WILD

Not being able to get where you need to go stinks. Our local herds feel the same way. Ignoring trail closures can block migration corridors and keep wildlife from essential habitat and food resources.



EAGLE RANCH
WILDLIFE
COMMITTEE

Visit
www.RespectTheWild.com
to learn more.





DO NOT DISTURB



RESPECT THE WILD

Everyone loves a good nap. When deer, elk, and bighorn sheep aren't searching for food, they bed down in safe spaces to rest and preserve calories. A dog off a leash or a human getting a bit too close can spook an animal out of its warm bed, requiring them to use valuable energy and make them vulnerable to the elements.



EAGLE RANCH
WILDLIFE
COMMITTEE

Visit
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to learn more.





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EAGLE RANCH
WILDLIFE
COMMITTEE

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NOWHERE TO RUN



RESPECT THE WILD

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EAGLE RANCH
WILDLIFE
COMMITTEE

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to learn more.







HASHTAGS

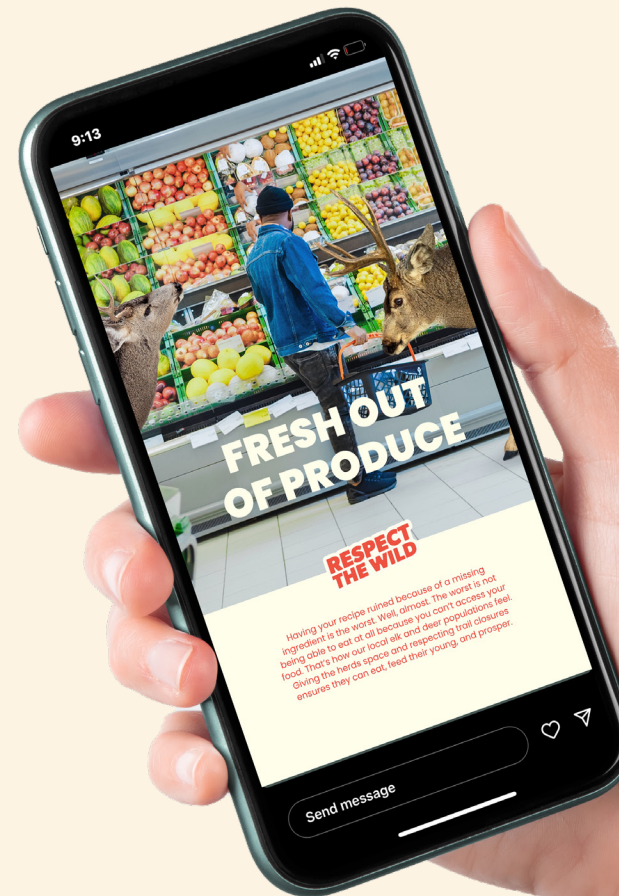
#RespectTheWild	#elk
#EagleCounty	#muledeer
#EagleCountyWildlife	#ColoradoWildlife
#wildlife	#vvmtn
#nature	#eagleoutside
#naturelovers	#EVlandtrust

PAID SOCIAL

Promoting this campaign on a single platform will be the most effective strategy, preventing us from spreading ourselves too thin. The campaign goal is to generate awareness through education, targeting Eagle County residents (all incomes), outdoor enthusiasts, trail users, and dog owners.

ORGANIC SOCIAL

- 9 Instagram and Facebook in-feed posts utilizing the same creative
- Social Media toolkit for partner distribution



FREE STICKER



BUSINESS CARDS



As part of our efforts to reward the community for better educating themselves around wildlife & human behaviors, take the pledge, and be entered in our grand prize giveaway.



vmta.org/respectthewild



EMAIL

Sample Email

Subject Line: Get Ready for VVMTA's Spring Giveaway

Body: Our herds need your help, and we're willing to reward you for giving it! We're giving away swag and \$100 gift cards to local businesses.

To enter, we're asking Eagle County citizens to commit to protecting wildlife through three simple actions:

leave wildlife alone

respect trail closures

keep dogs on leash

To participate, take the pledge, follow us on social, and explore volunteering and education opportunities.

[Click here to commit and enter]

Email

Email send from VVMTA and partners.

EMAIL ASSETS



Brought to you in partnership with:



**EAGLE RANCH
WILDLIFE
COMITTEE**



If you have questions, reach out to info@vvmta.org

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MEETING MINUTES
Town Council
Tuesday, March 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 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 Bodenhemier,
Geoffrey Grimmer, Sarah Parrish

COUNCILMEMBERS ABSENT

Nick Sunday

STAFF PRESENT

Larry Pardee, Town Manager
Melissa Daruna, Assistant 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
Derek Bos, Police Chief
Cliff Simonton, Senior Planner
Dennis Wike, Engineer
Peyton Heitzman, Planner
Lynette Horan, Human Resources Manager
Jessica Lake, Planner

ADOPTION OF AGENDA

PUBLIC COMMENT

Mayor Turnipseed opened Public Comment for items not on tonight's agenda, there was no public comment.

CONSENT AGENDA

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

1. Minutes - March 14, 2023
2. Liquor License Permanent Modification of Premises, Kum & Go LC at 18 Market Street Eagle CO
3. Grant Consulting Services Recommended Proposal

STAFF REPORTS

1. Town Manager Update

BUSINESS ITEMS

1. DISCUSSION: ReCode Eagle Overview
Don Elliot from Clarion presented this item.
2. DISCUSSION: Request by 7 Hermits for Discount on Water PIF and Interpretation of Same in the Fee Schedule
Tom Gosiorowski, Public Works Director presented this item. Requested Council direction on definition of work force unit from fee schedule amendment adopted in 2017.

Council comments: discussion on reimbursement to water fund from general fund for discounts and development impacts to the water system regardless of housing type. Discussion on work force housing compared to deed restrictions and negotiations for fees taking place on a base by case basis. Haymeadow negotiations on fee reductions took place during annexation. Current code does not allow for negotiations after annexation.

Mayor Scott Turnipseed opened public comment.

Branden Cohen Haymeadow representative, stated it was assumed the units that are part of the Eagle County Affordable Housing Program would qualify as they are targeting 120% of AMI. It is not clear on resident occupied units. The pricing for these units is based upon these PIF discounts. It was not anticipated the Eagle County units did not fit the category of deed restricted affordable housing.

Council comments: discussion on whether the Town is able to invest \$2 million into this affordable housing project with fee reductions. Council agreed that Eagle County's intent is to provide affordable housing with their program in this development.

MOTION: Councilmember Scott Turnipseed motioned to direct staff to apply the 50% PIF Credit to the 43 units that will be deed restricted with the Eagle County Affordable Housing Program. The motion was seconded and passed with a vote of 5 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, and Parrish) and 0 opposed.

Staff will bring modifications to the code definitions and fee schedule to an upcoming meeting to address going forward.

3. PUBLIC HEARING: File LURA23-02, Amendment to Chapter 4.04
Mayor Scott Turnipseed opened the public hearing for File LURA23-02, Amendment to Chapter 4.04.

Peyton Heitzman, Planner presented this item.

Council comments: confirmed the zones that currently do not exist in our code will be in the Lane Use Code rewrite.

Mayor Scott Turnipseed opened public comment, there was no public comment.

- a. Ordinance 02, Series 2023, "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 4.04.060 of the Eagle Municipal Code to Permit Two-Family and Multi-Family Dwellings as Uses by Right in the Residential Single Family Zone District"

MOTION: Councilmember Mikel Kerst motioned to approve Ordinance 02, Series 2023, "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 4.04.060 of the Eagle Municipal Code to Permit Two-Family and Multi-Family Dwellings as Uses by Right in the Residential Single Family Zone District". The motion was seconded and passed with a vote of 5 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, and

Parrish) and 0 opposed.

4. Ordinance 03 Series 2023 “An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 5.10.070 of the Eagle Municipal Code to Permit Tastings at Fermented Malt Beverage and Wine Retailers”
Jenny Rakow, Town Clerk provide overview of purpose of the ordinance and changes.

MOTION: Councilmember Scott Turnipseed motioned to approve Ordinance 03 Series 2023 “An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 5.10.070 of the Eagle Municipal Code to Permit Tastings at Fermented Malt Beverage and Wine Retailers”. **The motion was seconded and passed with a vote of 5 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, and Parrish) and 0 opposed.**

5. Resolution 21, Series 2023 “A Resolution of the Town Council of the Town of Eagle, Colorado Declaring a Vacancy on the Town Council as of March 28, 2023, and Establishing the Procedures for Filling Such Vacancy”
Matt Mire, Town Attorney explained that the appointment procedure and timeline is up to the Council. What is presented tonight is showing previous procedure and suggested timeline for consideration.

Council comments: preferred to hold interviews at the first meeting in May. An update of the applications will be scheduled on the April 25, 2023, agenda to guide the process.

MOTION: Councilmember Sarah Parrish motioned to approve Resolution 21, Series 2023 “A Resolution of the Town Council of the Town of Eagle, Colorado Declaring a Vacancy on the Town Council as of March 28, 2023, and Establishing the Procedures for Filling Such Vacancy”. **The motion was seconded and passed with a vote of 5 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, and Parrish) and 0 opposed.**

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Draft Letter to EVRTA Board of Directors
Council agreed to send the letter as drafted.
2. Future Agenda Items
Discussion on filling the alternate for the RTA will put on upcoming agenda after the appointment is filled.
3. Council Committee Updates
Council Member Bodenhemier updated on OSRAC retreat this Thursday. Discussion on current wildlife outreach. The town budget for this will be spent on seasonal promotions through end of this year.

Council Member Bodenhemier updated on the River Park User Group and meeting with Molly on summer event that went very well. Requested a staff update on the fire pit at the River Park. Staff is trying to find a vendor that can work with the Town make it more reliable. An update will be forthcoming.

Council Member Sarah Parrish stated the DDA adopted their policies, and it will be presented at an upcoming council meeting. Kat Conner has stepped down as the chair and Greg Schroeder is acting chair for the DDA now. DDA discussed possibility of having part time staff starting June. Larry Pardee updating on open positions related to economic development that support Melissa Daruna Assistant Town Manager and the DDA.

Council Member Geoff Grimmer stated CML is discussing SB23175 on the 27th of March. The Palmer Fund has released its’ first draft net zero 2030 plan. The Town will have to make a decision on a low, medium, or high investment strategy.

Council Member Sarah Parrish stated the Block Party will announce the line up on Friday.

ADJOURN - 7:30 PM

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

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
MARCH 2023**

GENERAL FUND

Town Council

Kane, Jill	Meeting Expense - Frost Creek	720.00
	Special Council Funding - Economic	
Economic & Planning Systems, Inc.	Development Strategy	2,367.50
Eagle Arts	Community Requests	5,000.00
Vail Valley Mountain Trails Alliance	Community Requests	1,857.00
Total Town Council		\$ 9,944.50

General Government

CEBT	Health & Life Ins. Payable	824.48
Rocky Mountain Reserve LLC	Health & Insurance Benefits	8.60
Standard Insurance Company	Health & Life Ins. Payable	35.55
Hoffman, Parker, Wilson & Carberry PC	Legal - General	1,414.50
Amazon	Meeting Expense	94.66
Natural Earth Paint	Meeting Expense	102.3
Red Canyon Cafe	Meeting Expense	125.2
Total General Government		\$ 2,605.29

General Administration

Eagle County Housing & Dev. Authority	Utility Overpayment Refund	25.90
Eagle Climbing + Fitness	Taxes And Other Receivables	65.00
Greater Eagle Fire Protection District	Fire Impact Fees	17,979.51
CEBT		5,521.70
Family Support Registry	Misc Deductions Payable	146.76
Gonzalez, Miriam	Facility Usage Deposit Refund	375.00
Hernandez, Josue Or Debbie	Facility Usage Deposit Refund	650.00
Vail Club 50	Facility Usage Deposit Refund	750.00
Hoban, Erinn	Marketing Lodging Tax Refund	56.19
Chair 4 LLC	Liquor Licenses	925.00
CEBT	Health & Life Ins. Payable	6,782.02
Rocky Mountain Reserve LLC	Health & Insurance Benefits	76.16
Standard Insurance Company	Health & Life Ins. Payable	205.80
Amazon	Office Supplies	161.94
Costco	Office Supplies	41.67
USPS	Communication & Shipping	19.68
Column Software, PBC	Legal Notices	29.92
Mail Chimp	Dues & Subscriptions	80.00
Mountain Careers	Dues & Subscriptions	159.00
Colorado Mtn. News Media	Recruitment	186.92
Chase Paymentech	C.C. Transaction Fees	259.30
Forte Payments	C.C. Transaction Fees	5.00
Xpress Bill Pay	C.C. Transaction Fees	29.78

General Administration (Cont.)

Caselle, Inc.	Computer Support	3,253.70
Xpress Bill Pay	Computer Support	50.00
CGFOA	Tuition & Books	40.00
Co SHRM	Tuition & Books	5.00
Total General Administration		\$ 37,880.95

Community Development

CEBT	Health & Life Ins. Payable	9,767.92
Rocky Mountain Reserve LLC	Health & Insurance Benefits	137.53
Standard Insurance Company	Health & Life Ins. Payable	411.32
Home Depot	Office Supplies	295.53
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	159.41
Integra Auto Repair	Vehicle Repair & Maintenance Supplies	308.44
Fleet Services	Gas & Oil	64.91
Int'l Code Council	Dues & Subscriptions	145.00
Colorado Mtn. News Media	Recruitment	434.00
Baseline Engineering Corporation	Professional Services	1,063.75
Clarion Associates, LLC	Professional Services	11,184.99
McCool Development Solutions, LLC	Professional Services	199.50
Column Software, PBC	Planning Reimbursable	31.67
Garfield & Hecht, P.C.	Planning Reimbursable	1,711.00
Hoffman, Parker, Wilson & Carberry PC	Planning Reimbursable	1,072.50
LRE Water	Planning Reimbursable	1,202.50
McCool Development Solutions, LLC	Planning Reimbursable	180.00
Hoffman, Parker, Wilson & Carberry PC	Legal	738.00
Integra Auto Repair	Repair & Maintenance Services	473.13
Airbnb	Travel Expense	57.48
Embassy Suites	Travel Expense	(15.99)
Heitzman, Peyton	Travel Expense	239.68
Van Eyll, Jackie	Travel Expense	261.32
Vorthmann, Bethany	Travel Expense	289.02
Crystal Plus	Meeting Expense	243.57
Moe's BBQ	Meeting Expense	139.00
Red Canyon Cafe	Meeting Expense	41.52
Town Of Gypsum	Contract Services	3,825.00
LearnFormula	Tuition & Books	70.40
Rocky Mtn Land Use Institute	Tuition & Books	784.50
Vail Valley Partnership	Tuition & Books	500.00
Wilson, Edward	Tuition & Books	148.25
Eagle County Clerk	Recording Documents	3.83
Total Community Development		\$ 36,168.68

Municipal Court

CEBT	Health & Life Ins. Payable	243.87
Rocky Mountain Reserve LLC	Health & Insurance Benefits	2.58
Standard Insurance Company	Health & Life Ins. Payable	8.07

Municipal Court (Cont.)

Hoffman, Parker, Wilson & Carberry PC	Legal	410.00
Caselle, Inc.	Computer Support	549.44
Total Municipal Court		\$ 1,213.96

Streets

CEBT	Health & Insurance Benefits	5,204.23
Rocky Mountain Reserve LLC	Health & Insurance Benefits	112.61
Standard Insurance Company	Health & Life Ins. Payable	251.48
Amazon	Office Supplies	18.07
Cintas Corporation	Office Supplies	27.94
Quill Corporation	Office Supplies	58.57
Andrews, Timothy	Uniforms	184.99
1000 Bulbs	Street Repair & Mtn Supplies	58.55
Alpine Lumber Co.	Repair & Maintenance Supplies	30.97
Auto Truck Group, LLC	Repair & Maintenance Supplies	2,459.15
Ewing Trucking And Construction LLC	Street Repair & Mtn Supplies	29,227.04
EZ Street Company, The	Repair & Maintenance Supplies	1,398.00
Lawson Products	Repair & Maintenance Supplies	135.75
Rexel USA, Inc	Repair & Maintenance Supplies	79.23
Whitehall's Alpine BG	Repair & Maintenance Supplies	129.90
Wylaco Supply Co	Repair & Maintenance Supplies	190.33
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	151.26
McCandless Truck Center	Vehicle Repair & Maintenance Supplies	591.41
Town Of Avon	Vehicle Repair & Maintenance Supplies	1,984.20
Fleet Services	Gas & Oil	3,629.15
Holy Cross Energy	Utility Services	2,774.69
Colorado Mtn. News Media	Recruitment	186.92
New Electric, Inc.	Repair & Maintenance Services	1,535.00
Town Of Avon	Repair & Maintenance Services	2,504.25
Utility Notification Center Of Colorado	Repair & Maintenance Services	21.93
Caselle, Inc.	Computer Support	36.16
MCC Drug & Alcohol Screening	CDL Testing	225.00
Total Streets		\$ 53,206.78

Public Safety

CEBT	Health & Life Ins. Payable	20,918.99
Rocky Mountain Reserve LLC	Health & Insurance Benefits	257.02
Standard Insurance Company	Health & Life Ins. Payable	878.84
Amazon	Office Supplies	59.49
Signature Signs Inc	Office Supplies	10.00
Brownellsinc.Com	Operating Supplies	47.40
Galls, LLC	Operating Supplies	232.61
Skaggs Companies, Inc	Uniforms	99.00
U.S. Armor Corporation	Uniforms	455.46
Vertex	Uniforms	199.49
Eagle County Fleet Service	Vehicle Repair & Maintenance Supplies	1,993.41

Public Safety (Cont.)

Integra Auto Repair	Vehicle Repair & Maintenance Supplies	308.43
Fleet Services	Gas & Oil	3,282.80
Alpine Arms	Equipment (Non-Capital)	367.80
Federal Express Corp.	Communication & Shipping	69.54
USPS	Communication & Shipping	35.00
A.L.E.R.T/S.A.M.	Dues & Subscriptions	100.00
CCNC Inc	Dues & Subscriptions	100.00
Emergency Services Public Info Officers	Dues & Subscriptions	100.00
AT&T Mobility	Utility Services	719.12
Colorado Mtn. News Media	Recruitment	186.92
Indeed	Recruitment	127.53
Psychological Dimensions, PC	Recruitment	375.00
Eagle County Fleet Service	Repair & Maintenance Services	1,584.28
Integra Auto Repair	Repair & Maintenance Services	473.12
Performance Automotive Center	Repair & Maintenance Services	176.00
Tyler Technologies, Inc	Computer Support	1,432.89
American Airlines	Travel	557.40
Best Western	Travel	170.00
Westering, Craig	Travel	25.07
Stout House	Meeting Expense	39.54
Yeti's Grind	Meeting Expense	13.94
Blue To Gold, LLC	Training & Travel - Grants	1,188.00
Defense Technology LLC	Training & Travel - Grants	995.00
Heil, Megan	Training & Travel - Grants	61.36
Stahl, Callen	Training & Travel - Grants	37.99
EPSIOC	Tuition & Books	305.00
JC Tactical, LLC	Tuition & Books	995.00
Eagle County Animal Control	Animal Control	5,270.00
Total Public Safety		\$ 44,248.44

Buildings & Grounds

CEBT	Health & Insurance Benefits	5,977.23
Rocky Mountain Reserve LLC	Health & Insurance Benefits	79.09
Standard Insurance Company	Health & Life Ins. Payable	228.07
Amazon	Office Supplies	5.80
Cintas Corporation	Office Supplies	27.94
Gypsum Eagle Ace Hardware	Office Supplies	17.99
Quill Corporation	Office Supplies	58.58
Alpine Lumber Co.	Repair & Maintenance Supplies	866.85
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	102.25
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	791.19
Paint Bucket	Repair & Maintenance Supplies	384.24
Pet Pick-Ups	Repair & Maintenance Supplies	896.89
S&S Automatics & Door Service LLC	Repair & Maintenance Supplies	565.00
Summit Supply Corporation	Repair & Maintenance Supplies	405.05
Superior Alarm & Electronics	Repair & Maintenance Supplies	154.50

Buildings & Grounds (Cont.)

Fleet Services	Gas & Oil	1,025.90
Gypsum Eagle Ace Hardware	Equipment (Non-Capital)	798.00
Black Hills Energy	Utility Services	6,508.11
Holy Cross Energy	Utility Services	4,232.27
Eagle Ranch Metropolitan Dist.	Irrigation Services Agreement	5,969.79
Jerrymaster Janitorial	Janitorial Maint. Contracts	2,158.00
Landscape Technology Group	Repair & Maintenance Services	105.00
S&S Automatics & Door Service LLC	Repair & Maintenance Services	595.00
Sno-White Linen Rental	Repair & Maintenance Services	598.46
Vail Honeywagon	Repair & Maintenance Services	212.42
Caselle, Inc.	Computer Support	36.16
Total Buildings & Grounds		\$ 32,799.78

Marketing & Events

CEBT	Health & Life Ins. Payable	2,182.14
Rocky Mountain Reserve LLC	Health & Insurance Benefits	28.37
Standard Insurance Company	Health & Life Ins. Payable	74.93
Signature Signs Inc	Office Supplies	10.00
Amazon	Promotional Materials	231.93
Richardson, Cheyene	Promotional Materials	240.00
Apple.Com	Dues & Subscriptions	12.02
Canva	Computer Support	27.98
Markit Creative	Media	1,620.00
Say No More! Promotions	Media	788.75
City Market	Meeting Expense	35.65
Color Coffee Roasters	Meeting Expense	17.78
Desserts By Deliverbry	Meeting Expense	66.00
Everyday Outfitters	Meeting Expense	31.00
Stout House	Meeting Expense	13.97
Yeti's Grind	Meeting Expense	14.88
Dot Zero Multimedia	Marketing - Website	240.00
Alzheimer's Association	Events	500.00
Colo High School Cycling League	Events	5,000.00
Eagle Vineyard Church	Events	500.00
Kaleidoscope Productions	Events	2,500.00
Mountain Recreation Metro District	Events	750.00
Ren Event Productions LLC	Events	1,500.00
Triple Crown Sports	Events	1,000.00
Vail Recreation District	Events	1,000.00
Vail Valley Lacrosse Club	Events	1,000.00
Yoga Off Broadway	Events	1,000.00
No Bull Entertainment, LLC	Event Production	1,000.00
Total Marketing & Events		\$ 21,385.40

Engineering

CEBT	Health & Insurance Benefits	3,766.59
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Engineering (Cont.)

Rocky Mountain Reserve LLC	Health & Insurance Benefits	38.40
Standard Insurance Company	Health & Life Ins. Payable	131.07
Amazon	Office Supplies	5.80
Cintas Corporation	Office Supplies	27.95
Quill Corporation	Office Supplies	58.58
Fleet Services	Gas & Oil	238.51
Total Engineering		\$ 4,266.90

Information Technology

CEBT	Health & Life Ins. Payable	634.53
Rocky Mountain Reserve LLC	Health & Insurance Benefits	13.24
Standard Insurance Company	Health & Life Ins. Payable	47.05
Amazon	Office Supplies	256.93
Amazon	Equipment (Non-Capital)	1,788.98
SHI International Corp	Equipment (Non-Capital)	11,681.37
Century Link	Utility Services	6,032.21
Brush Creek Saloon	Meeting Expense	57.85
Red Canyon Cafe	Meeting Expense	23.86
Xerox Financial Services LLC	Contract Payments	2,349.48
Total Information Technology		\$ 22,885.50

Total GENERAL FUND **\$ 266,606.18**

CAPITAL IMPROVEMENTS FUND

Aspen Wireless Technologies, Inc.	Town Hall Improvements	6,307.20
Native Electric	Town Hall Improvements	4,205.00
Aspen Wireless Technologies, Inc.	Town Shop Improvements	3,153.60
Aspen Wireless Technologies, Inc.	IT Improvements	22,563.25
Norris Design, Inc.	Public Art	7,425.00
Tapco	R-O-W Improvements	14,112.17
David Evans & Associates, Inc.	Traffic Control Improvements	818.50
PCS Mobile	Patrol Vehicles	3,585.32
Total CAPITAL IMPROVEMENTS FUND		\$ 62,170.04

WASTE WATER FUND

CEBT	Health & Insurance Benefits	6,604.11
Rocky Mountain Reserve LLC	Health & Insurance Benefits	91.86
Standard Insurance Company	Health & Life Ins. Payable	269.56
Amazon	Office Supplies	5.80
Cintas Corporation	Office Supplies	27.95
Quill Corporation	Office Supplies	58.59
Western Slope Supplies Inc	Office Supplies	17.30
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	52.75
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	197.45
Water Technology Group	Repair & Maintenance Supplies	860.00
Fleet Services	Gas & Oil	338.59

WASTE WATER FUND (Cont.)

Nexttrust Inc	Communication & Shipping	308.31
Black Hills Energy	Utility Services	10,845.72
Holy Cross Energy	Utility Services	9,611.15
Colorado Mtn. News Media	Recruitment	93.45
Chase Paymentech	C.C. Transaction Fees	753.24
Xpress Bill Pay	C.C. Transaction Fees	327.55
Vranesh And Raishch, LLP	Legal & Audit	5,554.50
Denali Water Solutions LLC	Sludge Disposal	9,872.02
Utility Notification Center Of Colorado	Repair & Maintenance Services	21.93
Water Technology Group	Repair & Maintenance Services	877.50
Caselle, Inc.	Computer Support	459.52
Eagle River Water & Sanitation District	Testing & Permits	2,772.00
Seacrest Group	Testing & Permits	1,460.00
Colo Cert Water Professionals	Tuition & Books	50.00
American Mechanical Services	Contract Payments	808.00
Browns Hill Engineering	Contract Payments	4,132.40
Aspen Wireless Technologies, Inc.	Capital Expenditures	3,153.60
Total WASTE WATER FUND		\$ 59,624.85

WATER FUND

CEBT	Health & Insurance Benefits	7,705.60
Rocky Mountain Reserve LLC	Health & Insurance Benefits	97.70
Standard Insurance Company	Health & Life Ins. Payable	332.68
Amazon	Office Supplies	5.80
Cintas Corporation	Office Supplies	27.95
Quill Corporation	Office Supplies	58.58
DPC Industries, Inc.	Operating Supplies	360.00
USA Blue Book	Operating Supplies	267.00
Alpine Lumber Co.	Repair & Maintenance Supplies	29.24
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	75.75
Grainger	Repair & Maintenance Supplies	389.36
PollardWater	Repair & Maintenance Supplies	654.00
Water Technology Group	Repair & Maintenance Supplies	1,757.04
Fleet Services	Gas & Oil	603.39
Federal Express Corp.	Communication & Shipping	67.96
Nexttrust Inc	Communication & Shipping	308.31
USPS	Communication & Shipping	8.13
AmeriGas	Utility Services	6,946.24
Black Hills Energy	Utility Services	274.11
Holy Cross Energy	Utility Services	9,039.22
Colorado Mtn. News Media	Recruitment	280.37
Work Zone	Recruitment	475.00
Yourmembership.Com	Recruitment	399.00
Chase Paymentech	C.C. Transaction Fees	1,262.78
Xpress Bill Pay	C.C. Transaction Fees	545.93
Garfield & Hecht, P.C.	Legal	598.00

WATER FUND (Cont.)

Mott MacDonald	Engineering	7,188.00
CRWCD - Enterprise Fund	Wolford Mtn. Reservoir-CRWCD	26,700.00
CRWCD - Enterprise Fund	Water Storage CRWCD - HBE	11,478.88
Browns Hill Engineering	Repair & Maintenance Services	2,093.55
Nottingham Excavating & Trucking Inc	Repair & Maintenance Services	11,277.50
Pye-Barker Fire & Safety LLC	Repair & Maintenance Services	770.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	21.93
Vail Honeywagon	Repair & Maintenance Services	187.72
Water Technology Group	Repair & Maintenance Services	2,150.00
Colo Dept Of Public Health & Environment	Testing & Permits	16.50
Eagle River Water & Sanitation District	Testing & Permits	360.00
SGS North America Inc	Testing & Permits	486.16
Caselle, Inc.	Computer Support	459.52
Colo Cert Water Professionals	Tuition & Books	50.00
Browns Hill Engineering	Contract Payments	16,529.60
Aspen Wireless Technologies, Inc.	Capital Expenditures	3,153.60
Hoffman, Parker, Wilson & Carberry PC	Tank Replacement	102.50
Mott Macdonald	Tank Replacement	51,916.83
Schmueser, Gordon, Meyer Inc.	Lower Basin Water Treatment	52,520.96
Total WATER FUND		\$ 220,032.39

REFUSE FUND

Nexttrust Inc	Communication & Shipping	308.31
Chase Paymentech	C.C. Transaction Fees	177.23
Xpress Bill Pay	C.C. Transaction Fees	79.41
Hoffman, Parker, Wilson & Carberry PC	Legal	1,742.50
Vail Honeywagon	Repair & Maintenance Service	193.47
Caselle, Inc.	Computer Support	459.50
Vail Honeywagon	Contract Services	112,494.58
Total REFUSE FUND		\$ 115,455.00

STORMWATER FUND

Nexttrust Inc	Communication & Shipping	308.31
Chase Paymentech	C.C. Transaction Fees	22.15
Xpress Bill Pay	C.C. Transaction Fees	9.93
Total STORMWATER FUND		\$ 340.39

SALES TAX CAPITAL IMPROVEMENTS FUND

JEV Construction Inc.	River Park Improvements	42,932.80
Nv5, Inc	River Park Improvements	1,408.75
Zehren And Associates, Inc	River Park Improvements	503.82
Total SALES TAX CAPITAL IMPROVEMENTS FUND		\$ 44,845.37

OPEN SPACE FUND

Hoban, Erinn	Lodging Tax Refund	56.19
CEBT	Health & Life Ins. Payable	1,096.09

OPEN SPACE FUND (Cont.)

Rocky Mountain Reserve LLC	Health & Insurance Benefits	19.59
Standard Insurance Company	Health & Life Ins. Payable	71.36
Signature Signs Inc	Office Supplies	10.00
Alpine Lumber Co.	Repair & Maintenance Supplies	46.10
Fleet Services	Gas & Oil	60.10
Hoffman, Parker, Wilson & Carberry PC	Legal	1,537.50
Vail Honeywagon	Repair & Maintenance Services	155.74
Total OPEN SPACE FUND		\$ 3,052.67

DOWNTOWN DEVELOPMENT AUTHORITY

Hoffman, Parker, Wilson & Carberry PC	Legal	818.82
Total DOWNTOWN DEVELOPMENT AUTHORITY		\$ 818.82

Total	\$ 772,945.71
Payroll	\$ 609,416.66
Grand Total	\$ 1,382,362.37



To: Mayor and Town Council

From: Larry Pardee, Town Manager

Date: April 11, 2023

Agenda Item: Resolution 19, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Professional Services Agreement with KLJ Engineering, Inc. for Strategic Consulting, Grant Writing, and Advocacy Services"

REQUEST: Staff requests the Council to review the Grant Writing Consulting Services Agreement with KLJ Engineering for approval.

BACKGROUND: During the planning and drafting of the 2023 Budget, the Town identified the need for Grant Consulting Services support. As a result, Staff prepared and sent a Request for Proposals (RFP) for Strategic Consulting and Grant Writing Services in January 2023.

The Town received eight proposals in response to the RFP from well-qualified firms. The staff committee comprised Kevin Aoki, Jill Kane, and Larry Pardee, who reviewed and ranked the proposals separately. In addition, Staff conducted a brief phone interview with the top three firms. After the phone interviews, it was agreed that KLJ Engineering would be the best firm and an excellent partner to assist the Town with strategic consulting and grant-writing services.

During the March 28 meeting, the Council gave staff directions to prepare a contract for services with KLJ Engineering based on the proposal received.

ANALYSIS: The recommended firm, KLJ Engineering, has demonstrated its ability to provide the services and expertise the Town requires. This firm has experience working with similar organizations and a proven successful grant application history. Although KLJ has a wealth of local municipal government grant writing experience, KLJ excels in Infrastructure funding, including roads, water, wastewater, and stormwater. They have also been successful in achieving Broadband grants.

KLJ will begin with the Town's strategic roadmap development to establish a successful ongoing program of project and grant identification for the Town of Eagle. Next, they will perform a planning and programming review before a kick-off meeting. KLJ will review existing strategic planning, programming, and engineering documents completed by the Town. This will start with an exhaustive study and prioritization of projects within existing planning and programming documents prepared by the Town of Eagle. KLJ will then host a half-day "workshop" kick-off meeting with crucial department leadership throughout the Town. Finally, KLJ will prepare a Suitability Analysis/Matrix for a range of high, medium, and low-priority community needs that appear to be both a high community priority and an excellent fit to submit for either planning or construction/implementation dollars.

Once individual grants are identified, Staff will amend the attached agreement for grants that KLJ will provide grant writing services based on the grant development cost summary below. Depending on the cost of the grant development, the amendment may or may not be brought before the Council.

COMMUNITY INPUT: To date, we have not received any public comments.

BUDGET / STAFF IMPACT: The Town budgeted \$45,000 in 2023 to hire a grant consultant professional to support the Town in our pursuit of finding and applying for grants that advance our community goals and needs currently and into the future. The RFP included two phases: Strategic Roadmap and Grant Development. KLJ is projecting \$34,728 for the strategic road mapping process and then has a tiered expense approach for grant development. Once the strategic roadmap is completed, Staff may return to the Council to request additional funds for additional grant writing services based on identified opportunities.

Project Cost: Strategic Roadmap	
Task	Fee
Project Management/Coordination	\$4,932
Department Diagnostic Meetings	\$6,360
Planning/Programming Review	\$9,924
Suitability Analysis/Project Prioritization	\$14,052
Grant Development Services	TBD
Total	\$34,728

Grant Development Costs	
TIER	COST
Tier 1	\$500-\$2,000
Tier 2	\$2,000-\$3,000
Tier 3 – Level 1 State or Foundation Grant	\$5,000-\$10,000
Tier 3 – Level 2 Federal Grant	\$15,000-\$50,000

During the strategic roadmap phase, our Staff will play a vital role in providing support and assistance to KLJ to help them understand the needs of our Town. This will involve developing a priority matrix to identify critical areas that require attention and then pursuing grant funding opportunities to address these needs.

As part of this process, our Staff will be available to offer guidance and expertise to KLJ, ensuring they have the necessary resources and knowledge to navigate the grant application process successfully. In addition, once grant applications have been developed and awarded, and our Staff will continue to play a crucial role in administering the grants, providing ongoing support to ensure that the funds are being used effectively and efficiently.

Our commitment to providing this level of support reflects our dedication to ensuring that our Town has access to the resources it needs to thrive. We believe that by working with KLJ, we can create a strategic roadmap that will benefit our community for years.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This opportunity aligns with our Strategic Plan and will touch on most Major Objectives. However, it will depend on what grants are applied for, most explicitly affecting:

- **Match Infrastructure to Quality of Life** – As the Town continues to invest in infrastructure improvements, obtaining grants for infrastructure projects will allow us to lessen any potential burden on our residents.
- **Enhance the Economic Resiliency of the Town Government** – The more grants that the Town can obtain for projects that are already identified as needs for the Town will increase the Town's economic resiliency.
- **Invest in Environmental and Energy Sustainability** – If the Town successfully obtains sustainability grants, the Town may more fully invest in sustainability and meeting our energy reduction goals for the Town and our Community.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **Approve** or **Deny** Resolution 19, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Professional Services Agreement with KLJ Engineering, Inc. for Strategic Consulting, Grant Writing, and Advocacy Services"

ATTACHMENTS:

- Resolution 19-2023
- Exhibit "A": KLJ – 2023 Grant Consultant Services Agreement
- Draft - Eagle Grant Strategy Idea Areas outline.

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 19
(Series 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KLJ ENGINEERING, INC.
FOR STRATEGIC CONSULTING, GRANT WRITING, AND ADVOCACY SERVICES

WHEREAS, the Town of Eagle desires to contract with KLJ Engineering Inc. for strategic consulting, grant writing, and advocacy services to assist the Town of Eagle in organizing and pursuing Federal, State, and Philanthropic grant funding resources and opportunities, pursuant to the agreement attached as Exhibit "A" on the terms and conditions set forth therein; and

WHEREAS, The Town's purpose is to invest in critical infrastructure, assets, and program improvements that increase our residents' quality of life and add to our vibrant economy without creating an undue burden on the residents of the Town; and

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

WHEREAS, this contract is authorized pursuant to Section 31-15-101 Colorado Revised Statutes, as amended, and Article XIV, Section 18, of the Colorado Constitution.

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

The Town Council approves the contract with KLJ Engineering, Inc. for services attached as Exhibit "A" in the amount of \$34,728.00.

RESOLVED, APPROVED, AND ADOPTED THIS 11th DAY OF APRIL 2023.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

KLJ AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 12th day of April, 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 KLJ Engineering, Inc., with an address of 4585 Coleman Street, Bismarck, ND 58503-0431 ("Consultant ") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite 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. Consultant 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 Consultant proceeds without such written authorization, Consultant 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 Consultant 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 Consultant 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 Consultant, the Town shall pay Consultant \$ 34,728. This amount shall include all fees, costs and expenses incurred by consultant, and no additional amounts shall be paid by the Town for such fees, costs and

expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. RESPONSIBILITY

A. Consultant 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 Consultant 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 Consultant 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 Consultant for its professional experience, Consultant agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

V. OWNERSHIP

Upon payment in full for services performed, any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant 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," Consultant 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. Any files or data provided by Consultant to the Town for use on projects is intended for a specific project and/or location. Any reuse or modification of any data, files, or work product, without written permission of Consultant, is at the sole risk of the Town.

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

A. Consultant 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 Consultant pursuant to this Agreement. At a minimum, Consultant 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. Consultant 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. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, employees, 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 negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation

claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant'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 Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subconsultant of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant'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

RESOLUTION 19-2023 - EXHIBIT "A"

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

KLJ Engineering, Inc

Mark Anderson, Senior Vice President, PWT

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2023, by _____ as _____ of _____.

My Commission expires:

(SEAL)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Task 1 - Project Management (\$4,392)

KLJ anticipates several project management-related tasks and activities needed to support grant writing services for the Town of Eagle. KLJ will invoice the Town of Eagle monthly and include a detailed progress report highlighting efforts of the KLJ team. KLJ proposes monthly meetings with core Town staff. Meetings may be more frequent as Notices of Funding Opportunity (NOFO) are posted. KLJ staff receive daily updates from grants.gov and additional funding agencies. Regular check-in meetings with key leadership will be critical to stay ahead of the curve on potential funding opportunities available to the Town. This task will also cover very small requests for information from Town staff.

Task 2 – Strategic Roadmap Development

This task serves to establish a successful ongoing program of project and grant identification for the Town of Eagle.

Task 2.1 Department Level Diagnostic Meeting (\$6,360)

This kick-off meeting is anticipated to be a half-day “workshop” style meeting with key department leadership throughout the Town. This will help the KLJ team to identify potential/proposed projects for consideration and project status/readiness. Grant funding is becoming increasingly competitive. It is important for the community to identify projects that are most important, able to be completed in the limited obligation time, and will provide the highest return on investment in the next four to five years.

Task 2.2 Planning and Programming Review (\$9,924)

Prior to the kick-off meeting, KLJ will review existing planning, programming, and engineering documents completed by the Town. This starts with an exhaustive review and prioritization of projects within existing planning and programming documents prepared by the Town of Eagle, including: Elevate Eagle Comprehensive Plan; East Eagle Sub Area Plan; Town of Eagle Strategic Plan; Open Space and Trails Plan; Downtown Assessment: Housing Needs and Solutions; Downtown Parking; Climate Action Plan. This review will give us a better understanding of your community’s priorities. KLJ anticipates delivering a formal report/evaluation of high priority infrastructure projects and a demonstrated alignment with a range of state and Federal funding programs, most notably funding through IIJA or IRA.

Task 3 Suitability Analysis/Matrix Based on Selected Projects and/ or Anticipated Projects (\$14,052)

As a deliverable KLJ will prepare a Suitability Analysis/Matrix for a range of high-priority community needs that appear to be both a high community priority and a good fit to submit for either planning or construction/implementation dollars. This analysis should provide a framework of “candidate” projects for which to solicit grant funds. KLJ will establish three tiers of candidate projects: 1) **High Priority Candidate Projects:** Identify which projects are shovel-ready and will score well among a range of state and federal funding programs. These projects should be early front runners for submitting funding applications. 2) **Medium Priority Candidate Projects:** Identify projects, which potentially score well, but that need additional study and analysis to get them closer to shovel-ready. 3) **Low Priority Projects:** The Town will get an understanding of projects that may appear as “local” priorities but may not score well against state and/or federal merit criteria.

Local Government Program services:

- PD – program funding ideas.
- PW – program funding ideas.
- Com/Dev – program funding ideas.
- Administration - program funding ideas.
- Economic and Housing – program funding ideas.

Public Infrastructure:

- Multimodal: Roads, Sidewalks, Pathways, electric bikes, micro all-electric car share, etc.
- Utilities: Water, Sewer, Stormwater, Broadband, etc.
- Traffic Calming and Pedestrian Improvement Projects
- Grand Avenue Corridor Complete Streets project
- Brush Creek Road Extension
- East Eagle I-70 Interchange and road systems.
- Installation of a green stormwater infrastructure system to manage stormwater runoff and reduce waterway pollution.
- Implementation of a bike-sharing program to promote active transportation and reduce vehicle emissions.
- Upgrading the town's sewage treatment plant to improve wastewater management and reduce environmental impact.

Public Facilities, Properties, and Recreation:

- Gov Buildings, Old Town Hall, expand PW and build a new PD.
- Land Banking for future housing, public buildings, and recreation.
- River Park project opportunities.
- New Playground and/or significant improvements to existing playgrounds.
- Open space and trails.
- Pool.
- Ice Rink.
- Additional River Park Features.
- Skate, and Bike Park.
- Pickleball courts.

Affordable and Attainable Housing opportunities:

- Town of Eagle Gov needs.
- Town of Eagle Community needs.
- Eagle Countywide needs.

Sustainability and Climate opportunities:

- Reduce greenhouse gas emissions.
- Energy Efficiency projects
- Renewable Energy – Solar, Wind, and hydropower
 - PV projects
 - Agrophotovoltaics – coexist with PV Solar and agriculture opportunities.
 - All electric buildings
- Transportation projects
 - Electric vehicles and bikes
 - Charging stations

- Complete Streets - sidewalks and on street bike pavement markings and signage.
- Water Conservation projects
- Soil carbon sequestration enhancement projects
- Trash, recycling & compost projects
- Sustainable development building and land use codes

Town of Eagle Economic and Business enhancements

- Education and Training for businesses
- Branding, Marketing, and Proactive Communications
- Economic Vitality projects
- Place Making & Main Street projects
- Creation of a small business incubator to support local entrepreneurs and startups.
- Launch of a branding and marketing campaign to promote the town's outdoor recreation, natural beauty, and Quality of Life.
- Implementation of a job training program to provide workforce development opportunities for residents.

Health and Human Services opportunities:

- Nonprofits – Health and Human Service Programs
- Early Childhood Education and Child Care programs
- Expansion of mental health services in the town, including counseling and therapy services for residents.
- Creation of a community garden program to provide fresh produce and promote healthy eating.
- Hospital
- School



To: Mayor Turnipseed and Town Council

From: Nikki Davis, Administrator, Community Development

Date: April 11, 2023

Agenda Item: Resolution 20, Series 2023, A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Intergovernmental Agreement with Eagle County Housing and Development Authority for Affordable Housing Services.

REQUEST:

For Town Council to review the proposed Intergovernmental Agreement (IGA) between the Town and the Eagle County Housing and Development Authority (ECHDA) for the administration of the Town's Local Employee Residency Program (LERP).

BACKGROUND:

The Valley Home Store (TVHS), a branch of the ECHDA, was created in 2008 and began managing the Town's affordable housing stock in 2009. TVHS provided these services to the Town at no cost until 2019 when the first IGA was established. With critical aid from TVHS, the Town's affordable housing inventory has grown to 102 deed restricted homes, which includes units in the Eagle Ranch Locals Housing Program.

ANALYSIS:

The Scope of Services outlined in the 2023 IGA has been expanded to account for the growing needs of the community and increasing LERP inventory. In addition to providing the same general administrative services, free education to the public and managing existing price-capped for-sale units, TVHS shall now also:

- Manage new and existing resident occupied for-sale units;
- Manage new and existing for-rent units; and
- Engage in compliance & enforcement for all units.

Compensation for the aforementioned services has been increased from an annual flat rate of \$2,500 to \$7,500. It should be noted that given the reduced scope of services anticipated in 2023 (numerous deed restricted units under construction now and coming online in 2024), the compensation will be \$3,750 and will cover a term from the IGA's effective date through December 31, 2023. Once the agreement is renewed, the compensation starting on January 1, 2024, for a full calendar year, will be \$7,500. The latter will be the compensation model moving forward.

Additionally, TVHS will serve as a resource to the Town, developers, and realtors as new for-sale, resident occupied and rental LERP units are brought to the market and constructed. Compensation for this service will be billed at a rate of \$60/hour as a pass-through cost to the applicants.

The Town and ECHDA may mutually renew and extend the agreement for up to three additional one-year terms.

Staff supports the continued use of TVHS for the following reasons:

- Ensures consistency in the Town's practice and application of guidelines;

- Ensures that the Town's deed restricted housing stock is managed and monitored so that deed restrictions are not neglected by brokers/title companies/lenders;
- Ensures compliance with the Town's guidelines so that units are utilized as intended;
- TVHS has knowledge of the housing stock and relationships with the local broker community;
- TVHS provides expert knowledge on the housing market environment and pricing fluctuations; and
- Ensures that future housing stock is formalized consistent with existing inventory and priced appropriately upon roll out into the market.

COMMUNITY INPUT:

This is not a public hearing item, and no public comment has been solicited or received.

BUDGET / STAFF IMPACT:

Town Council allocated \$2,500 in the 2023 Community Development budget for LERP administration. As approved by the Finance Director, staff will reallocate the unbudgeted \$1,250 from another Community Development account at the end of the 2023 calendar year. Beginning with the 2024 budget, Community Development will request the full \$7,500 for continued LERP administration.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Execution of the IGA aligns with the Strategic Plan's major objective to *Diversify the Attainable Housing Stock*. Eagle County continues to be one of the Town's primary partners in the development and management of affordable housing inventory.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to APPROVE Resolution 20, Series 2023, A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Intergovernmental Agreement with Eagle County Housing and Development Authority for Affordable Housing Services.

ATTACHMENTS:

- Cover Letter, Eagle County
- 2023 IGA for ECHDA and Town of Eagle
- Resolution 20, Series 2023

**EAGLE COUNTY HOUSING AND
DEVELOPMENT AUTHORITY**
500 Broadway
P.O. Box 850
Eagle, Colorado 81631
Phone: (970) 328-8773
Fax: (970) 328-8787



KIM BELL WILLIAMS
Executive Director
housingeaglecounty.com

April 11, 2023

Town of Eagle Council
200 Broadway Street
Eagle, CO 81631
Attn: Chad Phillips, Nikki Davis & Peyton Heitzman

Dear Town Council,

In 2002, the Town of Eagle ("Town") adopted Section 4.04.110 as the Inclusionary Residential requirements for local employee residency ("LERP"), with the intent of the program being to "mitigate the impact of market rate housing construction on the limited supply of available land suitable for housing, and to increase the supply of housing that is affordable to a broad range of persons who live and/or work in the Town".

The Town and The Valley Home Store ("TVHS"), owned by the Eagle County Housing and Development Authority ("ECHDA"), have partnered since 2009 with the goal of supporting local housing and assisting in the management of the affordable housing stock. In 2008, TVHS was formed to create a one-stop shop for local home buyers and sellers of deed restricted properties in Eagle County. TVHS provides a variety of free services to the public, while managing the affordable housing stock deed restrictions.

The Town and TVHS formalized the partnership in 2019 with an agreement to provide management and oversight of the current inventory, provide a first time home buyer class in Eagle, information management (these services for a \$2,500 flat fee), \$500 fee per unit sold for the administration of a transaction, \$60/hour rate for development review services which was a pass-through to the developer applicant. This agreement was renewable for three years.

In 2023, the Town and TVHS are looking to expand partnership with the growth of the LERP program in the Town's Strategic Plan to include the management of existing and new stock, including price capped and resident occupied for sale units, and the management of new and existing for-rent units. This growth in the Town for both new units and rental inventory is very exciting! We are happy to be able to provide the Town with support for these new types of housing.

As an overview of the housing services provided by TVHS for the Town over the last three years, please review the statistics below -

- An average sales contract may be from 60 - 90 days from listing contract/appointment to closing day with a new buyer, considering the lottery and loan processes.
- 40 to 90 hours average TVHS staff time is required to get an applicant through the homebuying (and rental experience) from application submission to move in.
- 3 - 5 LERP transactions per year in the price capped for sale units.
- 20 - 25 applicants per listing (total average year may be 60 - 125 applicants; many may be duplicated or different units) applications received annually.
- 3 - 5 applicants qualified and housed annually through the LERP program.
- TVHS has 40 - 55 real estate transactions on average annually, plus 50 down payment assistance transactions each year with 3 full time licensed Realtors.
- TVHS has been serving the town of Eagle since 2009, with the first agreement in 2019.

TVHS will continue to ensure consistency in the Town's practice and application of the Housing Guidelines, including the management of the LERP housing stock per the deed restriction requirements. TVHS ensures regular compliance for all units within the program, as well as fair resale practices as defined in the Housing Guidelines.

Other programs and services offered to the local residents by TVHS include free, regular home buyer classes from the spring to fall each year. With a strong focus on diversity, equity, and inclusion, TVHS now provides mentoring for bi-lingual residents. More information on services provided can be found at www.valleyhomestore.org.

Trends in the real estate market have a strong impact on the Town's LERP program. The market's decrease in affordability, including rising interest rates, has increased the number of buyers for each unit. The buyer demand is higher than ever, making compliance even more important in today's market.

To help add more units back into the local housing market, ECHDA/TVHS has created new programs called Bold Housing Moves (boldhousingmoves.com) in an effort to support the local resident with a rental, home purchase or adding additional units such as ADUs. Those programs have provided housing services to more than 200 people/families in the last 18 months. More information can be found at boldhousingmoves.com.

A summary can be found on the next page.

Bold Housing Moves programs 2021 - 2022



Bold Housing Moves programs, counting units and people	Goal	2021 - 2022	Total Program Budget
Homeless Response services	80	53 (94 total)	\$637,650 grant
Rental Funds, a rental assistance program	90	28	\$250,000
Eagle County Loan Fund & Employee Home Ownership Program down payment assistance programs	100	50	\$300,000 ECLF, \$100,000 EHOP
Eagle County Good Deeds, a buy down program	40	32	\$3,000,000
Locals First, a cash buy program (counted above)	20	(6)	\$2,500,000
Aid for ADUs, an ADU loan program	12	11	\$605,000 + \$700,000
Rent Local Program, a long term rental incentive program	38	2	\$300,000
Eagle County Government Employee Workforce Rentals	40	10	\$744,667 + 36,000
End of 2022 Goal - 47%	400	186	\$8,535,000

We look forward to working together to support your community's housing needs.

Most sincerely,

Meghan Scallen
Broker Associate
(970) 328-8778
meghan.scallen@eaglecounty.us

**INTERGOVERNMENTAL AGREEMENT BETWEEN EAGLE COUNTY HOUSING
AND DEVELOPMENT AUTHORITY AND THE TOWN OF EAGLE**

This Agreement is made this ____ day of _____, 2023 (the "Effective Date"), by and between Eagle County Housing and Development Authority, a body corporate and politic ("ECHDA") and the Town of Eagle, a Colorado municipal corporation (the "Town") (each a "Party" and collectively the "Parties").

WITNESSETH

WHEREAS the Town has a portfolio of deed restricted housing units; and

WHEREAS, pursuant to the Town's Ordinance #19, Series of 2002, the Town's Inclusionary Residential Requirements for Local Employee Residency, the Town's portfolio of deed restricted housing units is growing; and

WHEREAS, ECHDA and Town entered into an agreement dated the 19th day of March, 2019, for certain Services (the "Original Agreement"); and

WHEREAS, ECHDA and the Town did extend the Original Agreement for three additional one year terms until December 31, 2022, and the term of the Original Agreement has now expired; and

WHEREAS, the median price of free market housing in the Town exceeds what residents earning the area median income can afford, creating a lack of housing affordable for the local workforce of the Town; and

WHEREAS, the Urban Land Institute recommended forming a regional housing body to address the lack of affordable housing with participation from public and private sectors throughout Eagle County; and

WHEREAS, ECHDA, in a multi-jurisdictional effort, has opened a centralized affordable housing management organization known as The Valley Home Store, LLC ("TVHS") to provide one physical and electronic location in Eagle County to purchase housing stock affordable to Eagle County's workforce; and

WHEREAS, TVHS was formed by the ECHDA in 2008, and ECHDA is the majority member of TVHS with 99.9% ownership; and

WHEREAS, the Town desires to contract with ECHDA for the performance of the

hereinafter described affordable housing services on the terms and conditions hereinafter set forth; and

WHEREAS, ECHDA is agreeable to rendering such affordable housing services through TVHS on the terms and conditions hereinafter set forth; and

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

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the Parties agree as follows:

1. Services. ECHDA agrees to diligently provide all services, labor, personnel, and materials necessary to perform and complete the services described in Exhibit A (the “Services”), attached hereto and incorporated herein by reference. The Services shall be performed in accordance with the provisions and conditions of this Agreement. When appropriate and as determined by ECHDA, the Services may be performed by TVHS.

In the event of any conflict or inconsistency between the terms and conditions set forth in Exhibit A and the terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall prevail.

2. Term of the Agreement. This Agreement shall commence upon the Effective Date, and subject to the provisions of paragraph 11 hereof, shall continue in full force and effect through the 31st day of December, 2023.

Either Party has the right to terminate this Agreement with or without cause at any time by giving the other Party thirty (30) days' prior written notice of termination. Upon termination, ECHDA shall be entitled to compensation for services performed prior to such termination, and both Parties shall thereafter be relieved of any and all duties and obligations under this Agreement.

3. Extension or Modification. The Town and ECHDA may mutually renew and extend the Agreement for up to three (3) additional one-year terms. Such renewal and extension shall occur by Town sending via e-mail a renewal request (“Renewal Request”) to ECHDA. ECHDA may accept the Renewal Request via e-mail. Any other change or modification to the Agreement shall be in writing signed by each party. The Town Manager may approve Renewal Requests and rate adjustments on behalf of the Town. 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. The Town shall have no obligations under this Agreement after, nor shall any payment be made to ECHDA in respect to any Service performed after December 31 of any year, without an appropriation therefore by Town in accordance with a properly adopted budget.

4. Compensation. Town shall compensate ECHDA for the performance of the Services in a sum computed and payable as set forth in Exhibit A. Payment will be made for Services satisfactorily performed within thirty (30) days of receipt of a proper and accurate invoice from ECHDA. All invoices shall include detail regarding the hours spent, tasks performed, who performed each task, and such other detail as Town may request. Separate invoices shall be generated for the separate tasks outlined in Exhibit A.

5. Official Status. For the purpose of performing the Services, ECHDA shall enforce, as the Town's agent, the Town's Restrictive Covenants, Housing Guidelines, and any Town ordinances relating to affordable housing now in effect and as amended.

6. Personnel. ECHDA, TVHS, and their respective staff will receive full cooperation from the Town and its employees so as to facilitate the performance of this Agreement.

- a. All persons employed by ECHDA or TVHS in the performance of the Services shall be employees of Eagle County. All TVHS staff working pursuant to this Agreement shall be licensed real estate agents in the state of Colorado. TVHS shall at all times remain a real estate brokerage company licensed in the State of Colorado.
- b. The rendition of the Services, the standards of performance, the discipline of staff, and other matters incident to the performance of the Services and the control of personnel so employed rest exclusively with ECHDA.

7. Liability and Insurance. ECHDA, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the Town or of any officer or employee thereof. Likewise, the Town, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of ECHDA, TVHS, or of any officer or employee thereof.

- a. ECHDA agrees to indemnify, defend, and hold harmless, to the extent allowed by law, the Town, its respective agents, officers, servants, and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever, arising out of or related to ECHDA's or TVHS' intentional or negligent acts, errors or omissions, or that of their agents, officers, servants, and employees, whether contractual or otherwise. Likewise, the Town agrees to indemnify, defend and hold harmless, to the extent allowed by law, ECHDA or TVHS, as appropriate, its respective

agents, officers, servants, and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action, and causes of action whatsoever arising out of or related to the Town's intentional or negligent acts, errors or omissions, or that of its agents officers, servants, and employees, whether contractual or otherwise.

- b. ECHDA, TVHS, and the Town shall respectively provide its own public liability, property damage, and errors and omissions insurance coverage as each Party may deem adequate and necessary for any potential liability arising from this Agreement. Further, ECHDA and the Town, respectively, shall name, subject to the approval of each respective Party's insurance carriers, the other Party as a co-insured under such insurance policies to the extent of any potential liability arising under this Agreement and, upon reasonable written request, shall furnish evidence of the same to the other Party.

8. General Provisions.

- a. All notices, requests, consents, approvals, written instructions, reports, or other communication by the Town and ECHDA under this Agreement, with the exception of the provisions contained in Section 3 of this Agreement, shall be in writing and shall be deemed to have been given or served, if delivered or if mailed by certified mail, postage prepaid or hand delivered as follows:

ECHDA:

Attention: Kim Bell Williams
500 Broadway
Post Office Box 850 Eagle, CO 81631
Telephone: 970-328-8773
Facsimile: 970-328-8787
E-mail: kim.williams@eaglecounty.us

With a copy to:

Eagle County Attorney
500 Broadway
Post Office Box 850 Eagle, CO 81631
Telephone: 970-328-8685
Facsimile: 970-328-8699
E-mail: atty@eaglecounty.us

TOWN:

Town of Eagle
Community Development Director
Post Office Box 609 Eagle, CO 81631
Telephone: 970-328-9651

Facsimile: 970-328-5203
E-mail: planning@townofeagle.org

Either Party may change the address to which notices, requests, consents, approvals, written instructions, reports, or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph.

- b. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either the Town or ECHDA because of any breach hereof or because of any terms, covenants, agreements, or conditions contained herein. There are no intended third-party beneficiaries to this Agreement.
- c. 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.
- d. No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by both Parties.
- e. This Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by ECHDA or the Town other than those contained herein.
- f. 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.
- g. All provisions herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid Agreement or covenant were not contained herein.
- h. The Town has represented to ECHDA and, likewise, ECHDA has represented to the Town, that it possesses the legal ability to enter into this Agreement. In the event that a court of competent jurisdiction determines that either of the Parties did not possess the legal ability to enter into this Agreement, this Agreement shall be considered null and void as of the date of such Court determination.
- i. The Town and ECHDA, and their respective 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 ECHDA and their respective officers, attorneys or employees.

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

EAGLE COUNTY HOUSING AND
DEVELOPMENT AUTHORITY

By: _____
Kathy Chandler-Henry, Chair

Attest:

By: _____
Regina O'Brien, Clerk

TOWN OF EAGLE

By: _____
Scott Turnipseed, Mayor

Mayor Attest:

By: _____
Jenny Rakow, Town Clerk/Treasurer

EXHIBIT A

SCOPE OF SERVICES AND FEES

TVHS shall continue to administer and manage the Town's Local Employee Residency Program (“LERP”). The general administrative services component shall include qualifying buyers, handling of applicable annual residency affidavits, approving capital improvements, facilitating annual compliance audits, routine enforcement of Town of Eagle Affordable Housing Guidelines (“Guidelines”), facilitating sales, and acting as a resource for buyers, sellers, developers, Realtors, appraisers, and lenders.

TVHS shall also provide free education to the general public and to Town of Eagle Employees, provides foreclosure prevention or mitigation counseling, offers down payment assistance programs, and serves as a rental resource for the community.

TVHS staff will strive to provide excellent customer service in all of their work, as evidenced by positive customer service surveys. TVHS staff performing services under this Agreement shall be licensed Realtors and experienced in the resale of deed restricted housing units. All services offered by TVHS will be available to individuals interacting with the Town LERP housing units.

In addition to the general administrative services described above, TVHS shall also provide the following services to the Town at the following rates.

1. Management of existing Price Capped For-Sale units

ECHDA/TVHS will serve as a resource to the Town and consumers regarding the Town’s **existing** affordable housing program of deed restricted price capped for-sale units by providing the following:

- a) Management of the existing LERP units with regard to pricing, refinancing, compliance, etc. In 2022, the unit count included 41, however we are expecting more units to be added to the inventory in this calendar year.
- b) Manage all inquiries from public with regard to the LERP program, rules and regulations, sales process, available units, and other resources for the public including buyers, sellers, and employees within the Town;
- c) Communicate the Town’s information on TVHS website;
- d) Provide at least one in-person first time homebuyer education course (or equivalent online class) at the Town of Eagle Town Hall; and

2. Management of new and existing Resident Occupied For-Sale units

ECHDA/TVHS shall manage the Resident Occupied Deed Restriction for-sale units on behalf of

the Town to adhere to the Guidelines when such Guidelines are formally adopted. In the absence of such Guidelines, ECHDA/TVHS shall defer to the Eagle County Affordable Housing Guidelines and Administrative Procedures or Town-approved requirements specific to individual projects, such as a LERP plan.

3. Existing For-Sale units when TVHS is not Listing Broker

ECHDA/TVHS shall manage deed restriction documents and process when TVHS is not the listing broker. Examples include a property that is listed for sale by the owner or when a property is listed by an open market broker.

- a) Assist sellers, buyers, Realtors, lenders, and appraisers through the process.
- b) Qualify and approve buyers for the purchase.
- c) Prepare and provide required deed restricted documentation for closings.

4. Management of new and existing For-Rent units

ECHDA/TVHS shall manage the Deed Restricted For-Rent housing units on behalf of the Town of Eagle to adhere to the Guidelines when such Guidelines are formally adopted. In the absence of such Guidelines, ECHDA/TVHS shall defer to the Eagle County Affordable Housing Guidelines & Administrative Procedures or Town-approved requirements specific to individual projects, such as a LERP plan.

5. Compliance & enforcement for all units

ECHDA/TVHS shall perform an annual verification audit of all Town LERP units to ensure housing is being utilized in a manner consistent with the Guidelines. The annual verification shall be supported by, but not limited to, a sworn affidavit, employment verification, and a valid form of identification. ECHDA/TVHS shall have the right to enforce the Renter's or Owner's obligations as set forth in the Guidelines, Deed Restriction or LERP program documentation.

Compensation

Compensation for the services outlined in Sections 1-5 above will be \$3,750 and will be paid by the Town to TVHS in 2023. ECHDA shall send an invoice in November for services incurred throughout the year. The compensation will cover a term from the effective date of this agreement through the 31st day of December, 2023. Should the Parties renew this Agreement, the compensation starting on January 1, 2024, for a full calendar year, will be \$7,500 paid to ECHDA after invoicing in November 2024.

6. Assistance with Town approvals & newly entitled LERP Units

ECHDA/TVHS will serve as a resource to the Town, developers and Realtors as **new For-Sale, Resident Occupied, and Rental LERP units** are brought to market and constructed as follows:

- a) Assist developers and realtors in understanding the LERP program and provide basic

initial analysis including initial maximum sales price and market analysis.

b) Review as requested LERP plans and provide analysis to Town staff and/or Town Council.

c) Attend work sessions with Town Council or Planning and Zoning Commission as requested and provide recommended best practices.

d) TVHS to assist developer and/or Listing Broker with initial deed restriction application and marketing development, collaborate on information sharing with buyers, and other marketing partnerships.

e) Qualify and approve initial buyers and/or renters; and

f) Prepare and provide required deed restricted documentation for initial closings.

Compensation for the service outlined in Section 6 (above) will be billed **monthly** at a rate of \$60/hour to the Town. The Parties acknowledge that this cost will be treated as a pass-through cost by the town as third party consultants for development review as permitted by Section 4.03.080(b) of the Town of Eagle Municipal Code, as amended. If the Town is not timely paid by the developer for the Services, the Town will certify the amount due to the County Treasurer to be placed on the tax list for the current year and to be collected in the same manner as other taxes are collected. ECHDA will then be paid when the Town is paid.

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 20
(Series of 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE EAGLE COUNTY
HOUSING AND DEVELOPMENT AUTHORITY FOR AFFORDABLE HOUSING SERVICES

WHEREAS, the Town has a portfolio of deed restricted housing units;

WHEREAS, pursuant to Ordinance #19, Series of 2009, the Town's Inclusionary Residential Requirements for Local Employee Residency, the Town's portfolio of deed restricted housing units is growing;

WHEREAS, the median price of free market housing in the Town exceeds what residents earning the area median income can afford, creating a lack of housing affordable for the local workforce of the Town;

WHEREAS, the Urban Land Institute recommended forming a regional housing body to address the lack of affordable housing with participation from public and private sectors throughout Eagle County;

WHEREAS, the Eagle County Housing and Development Authority ("ECHDA"), in a multi-jurisdictional effort, has opened a centralized affordable housing management organization known as The Valley Home Store, LLC ("TVHS") to provide one physical and electronic location in Eagle County to purchase housing stock affordable to Eagle County's workforce;

WHEREAS, TVHS was formed by ECHDA in 2008, and ECHDA is the majority member of TVHS with 99.9% ownership;

WHEREAS, the Town desires to contract with ECHDA for the performance of the hereinafter described affordable housing services on the terms and conditions hereinafter set forth;

WHEREAS, ECHDA is agreeable to rendering such affordable housing services through TVHS under the terms outlined in the intergovernmental agreement (the "IGA") attached hereto; and

WHEREAS, the IGA is authorized pursuant to C.R.S. §§ 29-1-201 and 31-15-101, as amended, and Article XIV, Section 18, of the Colorado Constitution.

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

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

INTRODUCED, READ, PASSED AND ADOPTED ON APRIL 11, 2023.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council
From: Tom Gosiorowski, Public Works Director
Martha Miller, Project Manager

Date: April 5, 2023

Agenda Item: Grand Avenue Corridor Contract for Task Order #1 with Stolfus & Associates

REQUEST:

Staff requests the Council's approval of the contract for Task Order #1 to advance the Grand Avenue Corridor Plan from conceptual to preliminary design (30%).

BACKGROUND:

Staff selected Stolfus & Associates, Inc. to advance the Grand Avenue Corridor Plan. The goal of the project is to improve the safety, mobility, and operations of the corridor while improving the aesthetic appearance, promoting economic growth, and environmental sustainability. This first task order is to complete the preliminary design to a 30% design level. Additional task orders will be prepared for the final design and construction documents.

ANALYSIS:

Task Order #1 will finalize the preliminary engineering, explore value engineering ideas to reduce the project costs and footprint, and prepare an updated cost estimate. The task order includes a geotechnical and utility investigation as well as storm and water quality design to be used in the final design. There will be communication with the property owners along the corridor; a community engagement process with the Stakeholder Committee, the public, and Council; and coordination with the railroad. Additionally, Stolfus will start the environmental (NEPA) and right-of-way processes to increase the Town's eligibility and readiness for state and federal grants.

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

The Town has budgeted \$578,000 in the 2023 budget to continue the design of the corridor. The value of this task order is \$1,057,574 thus additional funds will need to be appropriated. Staff will first evaluate potential savings from other projects contained in the 2023 budget that could be utilized with the balance to be made up through a supplemental appropriation which will be presented to Council on April 25th.

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:

Motion to approve the contract with Stolfus & Associates, Inc. for Task Order #1 for \$1,057,574.

ATTACHMENTS:

PSA contract for Stolfus & Associates, Inc. Task Order #1.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this **11th** day of **April, 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 **STOLFUS & ASSOCIATES, INC.**, an engineering firm with an address of **5690 DTC Boulevard, Suite 330W, Greenwood Village, CO 80111** ("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 **\$1,057,574**. 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



April 3, 2023

Martha Miller, PE, PMP
Project Manager
Town of Eagle
Martha.miller@townofeagle.org

**RE: Proposal for TASK ORDER 1
Grand Avenue Preliminary Engineering**

Dear Martha:

The Town of Eagle has identified a need 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 and promoting economic growth and environmental sustainability. This task order identifies the scope of work for Task Order 1. The primary goal of Task Order 1 is to begin field investigation work not yet completed, review the existing 30% plans and documents, finalize preliminary engineering to determine project impacts, explore value engineering ideas, and provide an updated cost estimate.

SCOPE OF WORK

Work Element 1 – Project Administration, Management, QA/QC, and Meetings

The Stolfus & Associates, Inc. (Stolfus) team will review/process invoices, as well as provide other project administration/ management services (coordination and product review) throughout the duration of the project. Stolfus will be responsible for day-to-day management and coordination of the work elements included in this scope of work. Stolfus will work with the Town's project manager to establish a schedule of activities for each task element, as appropriate. The schedule will be updated and maintained as needed throughout the project duration. This work element also includes Quality Assurance and Quality Control (QA/QC) of all project deliverables.

The Stolfus team has anticipated the following meetings in this scope of work:

Meetings

- Kickoff meeting (in-person) – Town will travel to Stolfus Office
- Consultant team coordination (internal) (virtual) - assume 16 one-hour meetings
- Monthly check-in meetings with town (virtual) – assume 10 one-hour meetings
- Town meetings (in-person) – assume 4 two-hour meetings (includes one project review meeting and other meetings as-needed for special topics)
- Site visit (in-person)

Meetings related to public involvement are listed in Work Element 13.

Work Element 1 Deliverables:

- Monthly invoices and progress reports
- Meeting documentation including agendas and minutes

Work Element 2 – Roadway Design (Stolfus and Associates, Inc.)

Value Engineering

Stolfus will review the documents provided by the Town from the previous consultant to provide additional value engineering ideas and a revised design plan.

Value engineering concepts include:

- Evaluation of an alternate location for the cycle track and/or sidewalk
- Evaluation of proposed roundabout locations and possible alternate intersection solutions that meet anticipated demand.
- Evaluation of transit stop locations
- Reduction of impacts to private properties, including railroad property
- Demand-based phased implementation opportunities
- Water quality treatment (to be coordinated with RESPEC)
- Landscaping treatment (to be coordinated with DHM)
- Community gathering opportunities (to be coordinated with DHM)
- Other ideas not currently identified

Stolfus will develop a value engineering approach, present options, and provide an updated opinion of probable cost for the project with a comparison of the various value engineering ideas. A Value Engineering Workshop will be held with the Stakeholder committee group meeting (in-person) to present value engineering ideas, concludes what needs to be driven to ground to select or not select the options. The final deliverable will include a memo summarizing the outcomes of the value engineering exercise, including the final disposition of the value engineering ideas considered.

Preliminary Engineering

Following the results of the value engineering investigations, a revised design will be prepared and will include the following:

- Proposed preliminary horizontal and vertical alignments of Grand Avenue and all connecting side streets
- Proposed preliminary 3D terrain model of design to depict proposed project impacts. The design will be refined to reduce private property impacts where necessary, including business, residential, and railroad properties.
- Analysis and preliminary design of up to six roundabouts. This includes a detailed performance review of fastest path, truck turning movements, and lane assignments. This includes evaluation of the existing roundabouts in the project limits.
- Design analysis of up to two alternative locations of the cycle track and sidewalk.
- Alternate intersection design of up to two intersections where an alternative to a roundabout is desired.
- Preliminary wall profiles as-needed for possible wall locations (assume #)

Work Element 2 Deliverables:

- Value Engineering Memo
- Preliminary Roadway Design Plans that will include the following sheets:
 - Title Sheet
 - General Notes
 - Typical Sections
 - Removal Plans
 - Roadway Plans with Striping
 - Roadway Profiles
 - Cross-Sections
- Quantities and Opinion of Probable Cost

A formal review of the Preliminary Roadway Plans with the Town is expected, so that design can progress into the next stage in future task orders. Comments on the Preliminary Roadway Plans will be documented in this task order with a disposition noted. Any changes to the plans to address the comments will be completed in a future task order.

Work Element 3 – Traffic Evaluation (Stolfus and Associates, Inc.)

Traffic Evaluation

A foundational traffic analysis has been performed for the project and is documented in the Grand Avenue Corridor Plan Corridor Study (Study) document. The focus of the current effort will be to build off and refine the previous work to provide the specific information needed to help the Town of Eagle and the project team to make informed decisions regarding the design and implementation plan for the corridor. The previous study area will also be expanded further west of Sylvan Lake Road to reach the Town limit.

Data Collection

The traffic data referenced in the Study was collected a few years ago, and except for the June 2021 count was collected outside of the seasonal peak. Existing traffic count data will be collected at all public street intersections between Sylvan Lake Rd and Eby Creek Rd during the summertime period. Data will include pedestrian and bicycle counts at each intersection as well as along the existing path north of Grand Ave. Traffic counts are included in this scope of work at three locations identified by the Town.

Traffic Forecasts

The build-out trip generation and traffic forecasts from the Study will be revisited with Town staff for the purpose of identifying a realistic timeline for planned development. Peak hour traffic forecasts will be developed for the corridor under anticipated Year 2035 and 2045 land use conditions. In addition to traffic resulting from planned developments, it is anticipated that background traffic volumes will tend to increase over time in response to other factors external to the Town. An annual traffic growth rate will be determined and applied to existing traffic volumes to reflect this behavior. Traffic from planned developments will then be combined with background traffic growth to derive the future traffic forecasts.

Traffic Analysis

Existing traffic operational conditions will be analyzed using Highway Capacity Manual methods. Results of this analysis will begin to identify operational deficiencies and initial improvement strategies. These initial improvement strategies will be incorporated into the Future Build scenarios and include operational elements based on the modeling results and previous study.

Alternatives Analysis

The corridor's existing traffic models will be updated to reflect anticipated changes in the roadway network and travel demand occurring by each of the horizon years (2035 and 2045). The No Build analysis will identify expected future operational deficiencies. Improvement strategies that address these deficiencies will be determined for inclusion in the Future Build analyses.

The corridor traffic models will be updated to reflect improvement strategies being considered. Strategies are assumed to include additional capacity (thru lanes), turn lanes, access management, enhanced pedestrian facilities, roundabout intersections, and similar projects.

One of the objectives of the analyses will be to determine when a full, four-lane section along Grand Ave will no longer be capable of accommodating the traffic demand. It is at this point that congestion will trigger the need for a bypass, additional interchange along I-70, or similar regional level improvement.

Priority and Phasing

From the operational analysis, each improvement recommendation will be categorized into a short (<5 years), medium (5-10 years), or long-term (10+ years) implementation timeline. The timeline will consider operational indicators, how improvements may best be phased, funding opportunities, ROW/environmental considerations, and urgency of need.

Results of Work Element 3, including geometric recommendations and proposed implementation priorities will be documented into a traffic report.

Work Element 3 Deliverables:

- Traffic Report

Work Element 4 – Storm Drainage System 30% Design (RESPEC)

Alternatives Development & Costs

Options for storm drainage collection and conveyance along the eastbound roadway will be limited to an enclosed storm drainage system. Options for the westbound lanes may include sheet flow runoff onto the adjacent property north of the roadway or an enclosed storm drainage system. It is also possible that runoff from the mixed development areas south of the corridor may enter the project site from the south. Alternatives will along adjacent streets to minimize this flow will be limited to immediately south of the curb return and not extend farther into those side streets.

Alternatives will consider water quality implications in concert with Task 3. A high-level cost estimate based on materials will be provided for each alternative.

Note: The City will provide the design storm and criteria.

Hydrologic Evaluation

For enclosed storm drainage systems, localized hydrology will be evaluated using the Rational Method to size and locate inlets. Any roadway areas allowed to sheet flow off the roadway will be evaluated to determine a maximum runoff rate per foot of roadway. Any roadside ditches will be sized in accordance with criteria provided by the Town. Hydrologic evaluation of areas to the south of Grand Avenue will be based on available LiDAR. The extent to which surface runoff in the area south of Grand Avenue is captured by an existing storm drainage system will be provided by the City.

System Design

A 30% design of the storm drainage system will be completed based on alternatives selected by the Town.

30% Construction Plans

30% construction plan and profile drawings will be provided for the storm drainage system. Town will provide the desired drawing sizing and scale.

Cost Estimate

A 30% cost estimate of the selected alternative will be provided.

Work Element 4 Deliverables:

- 30% Drainage Plans
- Quantities and Opinion of Probable Cost

Work Element 5 – Water Quality Improvements 30% Design (RESPEC)

Town Goals & Priorities Assessment

It is important to understand the Town's goals and priorities in terms of the water quality benefit as it relates to the cost of water quality improvements. RESPEC will meet with the Town to discuss these goals and ideas to meet them. These include the desired area to be treated as well as preferred treatment mechanisms.

Alternatives Development & Costs

Water quality improvements can be very expensive and difficult to maintain depending on the level or measurability of treatment desired. Sometimes a few additional percentage points of TSS removal costs more than the first 50%. There are excellent cost-effective measures that can be used as well. Water quality treatment options will be developed for presentation to the City. A high-level cost estimate based on materials will be provided for each alternative.

Hydrologic Evaluation

A separate hydrologic evaluation will be included as necessary for runoff being treated by each permanent water quality control measure.

System Design

The layout of the water quality system (in conjunction with the storm drainage system) will be completed to 30% design. Detailed grading of ponds or channels is not included in this phase.

30% Drainage & Water Quality Report

Work Element 4 above does not include a report. A preliminary drainage and water quality design report will be prepared as part of Work Element 5

30% Construction Plans

30% construction plans including profiles and sections, if needed, will be provided for the water quality improvements.

Cost Estimate

A 30% cost estimate of the selected alternative will be provided.

Work Element 5 Deliverables:

- 30% Water Quality Plans
- Quantities and Opinion of Probable Cost
- 30% Drainage and Water Quality Report

Work Element 6 – Water/Sewer Line Replacement (RESPEC)

Town Goals & Priorities Assessment

RESPEC will meet with the Town to understand the Town's water and sewer systems as well as their goals and priorities. Topics will include but are not limited to the degree to which the Town's water system is looped, system upgrades to meet future needs, system resiliency, the need for quick construction, the presence of services versus laterals along the lines to be replaced, the need to keep existing lines in service during construction, and any other challenges the Town is aware of. System modeling to size lines is not included. This task only covers water and sewer work within the immediate Grand Avenue corridor.

Evaluate Existing Utility Conditions & Conflicts

The more information about existing utilities within the corridor, the better the developed alternatives will be. These may include gas, electric, and fiber optic as well as the locations of service lines that may not be visible or locatable from the surface, specifically sanitary services. RESPEC will request the needed information about existing utilities and incorporate the existing utilities to the extend existing utility information is provided.

Water Line (Distribution) Alternatives Development & Costs

High-level alternatives for alignments and construction methodologies will be developed based on available information and feedback from the Town. These may include open cut and horizontal directional drilling.

Sewer (Collection) Line Alternatives Development & Costs

A 30% cost estimate of the selected alternative will be provided.

30% Construction Plans

30% construction plan and profile sheets for the water and sewer lines will be provided.

Cost Estimate

A 30% cost estimate of the selected alternatives will be provided.

Work Element 6 Deliverables:

- 30% Water and Sewer Plans
- Quantities and Opinion of Probable Cost

Work Element 7 – Geotechnical (Yeh and Associates, Inc.)

Geotechnical investigation for engineering recommendations for proposed improvements

- Prior to our investigation, Yeh representatives will perform a site reconnaissance to stake or mark borings and perform utility locates prior to drilling through Utility Notification Center of Colorado. Private utility locates are not included in this scope. Yeh will obtain permitting from the Town of Eagle for the investigation.

- Drill up to 21 borings, utilizing traffic control where required, for roadway, bike, pedestrian and general subgrade evaluation
 - Roadway borings will be placed at appropriate distances and may be strategically placed in areas of potential poor subgrade based on surface observations. Borings will be drilled to depths between 5 and 10 feet. Borings will be performed to evaluate existing pavement sections, subgrade conditions, to record standard penetration test values, and to retrieve samples for laboratory testing. Sampling will be performed in accordance with material types encountered. We assume auger drilling methods will be utilized.
 - Perform laboratory testing on retrieved samples. Laboratory testing will be performed based on sample type to evaluate material classification (gradation and Atterberg limits) and engineering properties, such as swell/collapse potential, moisture, density and R-value(s) for pavement design. Corrosion testing will also be performed at select locations for utilities.
- Complete a Draft and Final Summary Report of our findings and recommendations. The report will include a project geology map, boring location map, bore logs, laboratory test results, new pavement section alternatives, bike and pedestrian path recommendations and general grading and construction recommendations.

Work Element 7 Deliverables:

- Draft Geotechnical Summary Report
- Final Geotechnical Summary Report

Work Element 8 – Structural Design (Benesch)

Wall Structure Selection Memorandum

We assume the wall selection will be divided into three wall height ranges: under 2-feet, 2-feet to under 4', and over 4'.

- Structural Data Collection
 - Obtain the structure site data. The following data, as applicable, shall be provided by others: Typical roadway section, roadway plan and profile sheets showing all alignment data, topography, utilities, preliminary design plan, Right-of-Way restrictions, preliminary hydraulics and geology information, environmental constraints, lighting requirements, guardrail types, and architectural recommendations.
- Structure Selection
 - Prepare preliminary designs for walls in three wall height ranges.
 - Determine the structure type alternatives. Consider cast-in-place concrete, soil nail wall, precast gravity blocks (Redi-Rock or similar), block-faced MSE, and panel-faced MSE walls. Other alternatives may be considered once the existing data is reviewed. Not all types may be relevant for all structure heights. MSE fabric will likely only be required for walls over 4-feet in height.
 - Compute preliminary quantities and preliminary cost estimates as necessary to evaluate and compare the structure type alternatives.
 - Evaluate the structure alternatives. Establish the criteria for evaluating and comparing the structure alternatives that, in addition to cost, encompass all aspects of the project's objectives. Based on these criteria, select the optimum structure type alternative, as applicable, for recommendation to the town.
- Structure Selection Memorandum. Prepare a structure selection memorandum to document, and obtain approval for, the preliminary wall design.
 - Summarize the structure site data used to select the structures.
 - Report on the structure selection process.
 - Discuss the structure type alternatives considered.
 - Define the criteria used to evaluate the structure alternatives and how the recommended structure was selected.
 - Provide a detailed preliminary cost estimate and typical section of the recommended structure.

- Prepare a typical section showing the recommended wall type for each wall height range. This can be included on a stand-alone structures sheet or included on an appropriate civil sheet as directed by Stolfus.
- Foundation Investigation Criteria. Benesch will provide a list of needed design parameter for use in developing the geotechnical report as well as recommending general locations of boring (if requested).

Preliminary Design for Bridge at Brush Creek and Pedestrian Accommodation

The preliminary plans indicate that the cross-section for the bridge needs to accommodate (4) 11-foot lanes, a 6-foot wide paved shoulder along the north side and a 10-foot wide attached path along the south side. A paved shoulder would also be required on the south side between the traffic lane and attached path. We assume that the traffic analysis for the road section from Hockett entrance to SLR RAB to determine if a change in the roadway section is needed. Following that review, Stolfus & Associates will provide Benesch the final typical section for the roadway over the bridge prior to our design work commencing. The structure widening work will not commence until the roadway typical section is established. The existing bridge will be widened for the proposed typical section and to accommodate the pedestrians.

- Structural Data Collection - Obtain data on existing structure, including as-built plans. A field investigation of existing structures will be made if necessary.
- Widening of Existing Bridge – As necessary, provide conceptual details for widening the existing bridge structure. The existing girders appear to be “bulb-tee” girders. Since CDOT changed their standard bulb-tee section a few years ago, it is unlikely that we will be able to get the same section to use in the widening. The new section should be compatible with the existing girders. We will also provide conceptual details for widening the substructure. The widening will likely have to be completed on both the north and south side to keep the centerline of the roadway on the bridge aligned with the existing roadway centerline.
 - The structure type will be “bulb-tee” girders. Only one widening version will be reviewed based on the traffic evaluation of the need to structure cross section.
 - Compute preliminary quantities and preliminary cost estimate for the selected widening alternative. This cost will be compared to the cost for a separate pedestrian bridge.
- Pedestrian Bridge Alternative – We will prepare a preliminary pedestrian bridge design to accommodate a 10-foot path and compare this approach to widening the existing bridge. The preliminary plans seem to indicate that enough right-of-way (ROW) exists to accommodate either approach.
 - Determine the structure type alternatives for a new pedestrian bridge.
 - Compute preliminary quantities and preliminary cost estimates as necessary to evaluate and compare the new pedestrian bridge versus widening alternative.
 - Evaluate the alternatives. Establish the criteria for evaluating and comparing the alternatives that, in addition to cost, encompass all aspects of the project’s objectives. Based on these criteria, select the optimum alternative, as applicable, for recommendation to the town.
- Alternative Selection Memorandum. Prepare an alternative selection memorandum to document, and obtain approval for, the preliminary pedestrian accommodation design.
 - Summarize the data used to select the structure.
 - Report on the structure selection process.
 - Discuss the alternatives considered.
 - Define the criteria used to evaluate the alternatives and how the recommended alternative was selected.
 - Provide a detailed preliminary cost estimate and typical section of the recommended alternative.
- Prepare a general layout sheet to include in the 30% plans that includes the following:
 - Plan View
 - Elevation View
 - Typical Section

Preliminary Design for a Grade Separated Pedestrian Connection at the Railroad

The location of the pedestrian crossing has not been established. Pedestrians can currently cross the Union Pacific Railroad at an existing grade crossing. This grade crossing is at the location where Violet Lane intersects the Sylvan Lake Roundabout. The ECO Regional Trail takes off from this location and extends to the west. No other trail is observed north of the railroad. The Preliminary Access Management Plan shows potential future grade separated connections to the east near 2nd Street. There are no existing pedestrian facilities in this location (north of the railroad) for a pedestrian structure to connect to. A proposed trail alignment would have to be developed before a pedestrian structure preliminary design would be feasible.

- Data Review – Review information provided by Stolfus & Associates and the City.
- Structure Selection:
 - Determine the alignment and structure type alternatives for the pedestrian crossing.

Overpass Structure: Vertical clearance requirements at a railroad are in excess of 22-feet above the existing track. Achieving this separation can be accomplished using stairs or ramps. Stairs violate ADA requirements unless other accommodations can be provided. Ramps that meet ADA grade requirements can be very long. It is assumed that the path alignment (vertical and horizontal) will be prepared for either an overpass or an underpass. Preliminary concept design of stairs or retaining walls to support the ramp will be provided by Benesch.

The pedestrian bridge will have a main span that is very long, since the railroad will not want piers located near their tracks. They will likely try to force the piers to be outside of their ROW, which will require a significant span. Approach spans could be added to limit the height of retaining walls leading up to the bridge. These approach spans would not have to meet vertical clearance requirements but would need to meet ADA grade requirements. A 100-foot span could reduce the required retaining wall maximum height by 5-feet. Balancing the cost of additional bridge spans verses the cost for retaining walls to support the approach path will be part of the work Benesch will perform.

Underpass Structure: Another option is utilizing a trail underpass. The cost of creating a new structure under the railroad would be significant if a shoefly detour of the railroad tracks is required. It is possible, however, that the tracks have a low volume (or possibly no traffic) so that the underpass could be completed without a railroad detour. In that event, the underpass becomes a favorable option. We will review a pedestrian trail alignment that would work with an overpass bridge and an underpass culvert. We will compare these options in a high-level cost estimate.

A third option we will consider is a trail underpass at the Brush Creek Bridges. The streambed history diagram from the bridge inspection report shows enough vertical clearance to the bridge low chord to achieve the 10-feet of clearance typically required for a bike path. The deepest part of the creek bed; however, is only about 12.4-feet. Without a separation wall between the path and the creek, the path would probably be inundated too frequently. Clearance at the railroad is unknown at this time but would likely be similar or less. Benesch will review the potential for an underpass at this location with Stolfus. The first decision needed would be for the Town to decide the minimum design storm recurrence interval the path should be designed to accommodate. Keeping the path above the 5-year storm is likely the minimum desirable interval. The team will assess the feasibility of achieving a path profile that meets this design criteria. If a higher storm interval appears feasible, a recommendation will be provided.

- Compute preliminary quantities and preliminary cost estimates as necessary to evaluate and compare the structure type and alignment alternatives.

- Evaluate the alternatives. Establish the criteria for evaluating and comparing the structure alternatives that, in addition to cost, encompass all aspects of the project's objectives. Based on these criteria, select the optimum alignment and structure type alternative for recommendation to the town.
- Structure feasibility Memorandum. Prepare a trail alignment and structure feasibility memorandum to document, and obtain approval for, the preliminary alignment.
 - Summarize the site data used to select the alignment.
 - Report on the alignment process.
 - Discuss the trail alignment and structure type alternatives considered.
 - Define the criteria used to evaluate the alternatives and how the recommended alternative was selected.
 - Provide a high-level cost estimate and typical section of the recommended structure and alignment.
- Prepare a general layout sheet to include in the 30% plans that includes the following:
 - Plan View
 - Elevation View
 - Typical Section

Work Element 8 Deliverables:

- Preliminary Wall Type Memorandum
- Structure Selection Memorandum for Brush Creek Structure
- Structure Feasibility Memorandum for grade separated pedestrian connection
- General Layout for bridge over Brush Creek (widening)
- General Layout for grade separated pedestrian connection (if required)
- Quantities and Opinion of Probable Cost

Work Element 9 – Railroad Coordination (Benesch)

This task includes coordination with the Union Pacific Railroad (UPRR) for the proposed improvements at the two existing at-grade crossings as well as potential parallel roadway improvements and drainage.

It is our understanding that a Preliminary Engineering (PE) Agreement is already in place.

Benesch will perform the following activities:

- Conduct project kickoff meeting with UPRR representatives to solicit feedback from the UPRR on the current proposed alternatives being explored and gain an understanding of constraints or desires.
- Perform research on existing agreements.
- Conduct diagnostic site walk with the Colorado PUC and UPRR for proposed improvements at the two at-grade crossings.
- Provide feedback and guidance to Design team on proposed at-grade crossing improvements with respect to UPRR standards and requirements.
- Solicit feedback from UPRR on concept alternatives prepared by the Design team ahead of formal Concept Plan submittal. This includes:
 - Pedestrian overpass
 - Pedestrian underpass
 - Encroachments on ROW
 - Access for RR maintenance

Work Element 9 Deliverables: None.

Work Element 10 – Environmental (ERO Resources)

ERO is aware that the Town may pursue federal grant funding for project implementation and construction. If the project is federalized, the project would be subject to Colorado Department of Transportation (CDOT)

environmental clearances and permitting. The following scope of work includes the tasks needed to satisfy CDOT environmental requirements; the tasks that would not be required in the absence of federal funding are also noted.

If federal funding is obtained, ERO will conduct an environmental scoping meeting with CDOT to confirm resources to be analyzed. Based on review of the project area and materials provided, ERO does not anticipate that technical memoranda will be needed or CDOT will complete clearances in-house for noise, air quality, visual resources, Section 4(f) and 6(f) resources, and Senate Bill 40 resources. If additional tasks are required by CDOT, a revised scope will be submitted. Due to uncertainty regarding client needs for CDOT compliance, NEPA compliance assistance is included as an optional add-on task.

TASK 1. BIOLOGICAL RESOURCES

ERO will conduct a field review to assess the project area for biological resources, including general wildlife, federally listed T&E species habitat, Colorado state-listed species habitat, migratory birds, wetlands and waters of the U.S., and noxious weeds. Based on the field review results, ERO will prepare a biological resources report (BRR) using the CDOT template summarizing the biological resources found, and the regulatory requirements pertaining to these resources. The Draft BRR will be submitted to the Client and CDOT for review and subject to revision prior to the Final BRR being submitted to the Client and CDOT.

Assumptions

- This task would be required under both federal and local funding sources; however, a brief Natural Resource Assessment would be completed under a local funding source.
- The project area will be determined by the Client and CDOT prior to any field reviews.
- After work on this contract begins, changes to the project area boundary may require changes to this Statement of Work (SOW) and costs.
- The client will provide written permission from all landowners to access the project area.
- A noxious weed management plan will not be required.
- No federally listed or state-listed T&E species habitat, or other protected species habitat, occurs in the project area, and no presence/absence surveys will be required.
- One round of client and CDOT review and revisions of the memo is included in this SOW and cost estimate.

TASK 1A. FEDERAL AND STATE LISTED THREATENED AND ENDANGERED SPECIES

Based on preliminary information of the project area, ERO assumes that habitat for federal and state listed threatened and endangered (T&E) species, and other protected species, such as prairie dogs, raptors, and migratory birds is absent. If no potential habitat is present in the project area, ERO will follow the CDOT SWIFT procedures to provide documentation that no habitat for T&E species or other protected species occur in the project area.

Assumptions

- This task would be required under both federal and local funding sources.
- No federal or state listed T&E species, or other protected species habitat occurs in the project area.
- One round of review and revisions of the documentation by the Client and CDOT.
- Species presence/absence surveys for listed species will not be required by the U.S. Fish and Wildlife Service. If a survey is required, ERO will provide a separate SOW and cost estimate.
- A summary of the habitat assessment will be included in the BRR.

TASK 1B. WETLAND DELINEATION

ERO will delineate all wetlands, open waters, and channels found within the project area. Wetlands will be delineated following the methods for routine on-site wetland determinations, in areas of less than 5 acres, as described in the 1987 Corps of Engineers (Corps) Wetlands Delineation Manual and appropriate regional supplement. Open water and channels will be determined based on the presence of an ordinary high-water mark (OHWM) as defined in 33 CFR Part 328. ERO will map the boundaries of wetlands, OHWM, open water, and streambeds to submeter accuracy using a Global Positioning System (GPS) unit or, when appropriate, the boundaries will be mapped onto an aerial photograph. ERO will provide the Client with a digital file containing the

boundaries of wetlands, open water, and channels for incorporation into base mapping and copies of the wetland determination forms.

Assumptions

- This task would be required under both federal and local funding sources.
- Performing the delineation is weather dependent. The ground must be free of snow and, in most instances, the soils must be unfrozen to collect the needed soil data.
- The Client will provide digital topographical survey mapping data and/or aerial photography.
- A summary of the results of the wetland delineation will be included in the BRR, Wetland Finding Report, and Pre-construction Notification (PCN).

TASK 2. WETLAND FINDING REPORT

If the project will result in more than 500 square feet of permanent wetland impacts or 1,000 square feet of temporary wetland impacts, ERO will prepare a CDOT Wetland Finding Report. The Wetland Finding Report will include information from the wetland delineation, document existing conditions, describe project impacts to both jurisdictional and non-jurisdictional wetlands, include proposed wetland mitigation and include the request for Section 404 authorization. The report will also include an aerial map showing the wetland boundaries.

ERO will also conduct a wetland functional assessment for wetlands in the project area if impacts are over 0.10 acre, which will be included in the Wetland Finding Report. The Functional Assessment of Colorado Wetlands (FACWet) Method – Version 2.0 (Johnson et al. 2010) will be used to determine the functions of wetlands in the project area.

Assumptions

- This task would be required for CDOT environmental clearances only.
- This subtask includes one round of revisions based on Client and CDOT comments.

TASK 3. PREPARE REQUEST FOR NATIONWIDE 404 PERMIT AUTHORIZATION

ERO will prepare a PCN as part of the request for authorization under one or more Nationwide Permits (NWP). The PCN will include a summary of the wetland delineation, threatened and endangered species, cultural resources, and information on grading and structures provided by the Client.

ERO will coordinate with the Client on the other information ERO requires for the submittal to the Corps. Typical information includes plan and profile views, cross sections, figures showing and quantifying impacts on jurisdictional areas, quantities of fill material below the ordinary high water mark, details, background information on other approval requirements (e.g., those of the Federal Emergency Management Agency), and a discussion of the purpose of, and need for, the project.

Assumptions

- The project will be authorized under an NWP. If an Individual Permit is required, a new scope of work will be prepared.
- No threatened and endangered species are present in the project area and no surveys are required.
- No stream or wetland mitigation will be necessary for the project. However, preliminary review of the project area indicates the proposed activity will impact the Third Creek. If impacts to the streambed or wetlands associated with Third Creek exceed Corps compensatory mitigation thresholds, additional functional analysis (FacWET and/or Colorado Stream Quantification Tool (CSQT)) and compensatory mitigation planning will be necessary. If these are required, a new scope of work will be prepared.

TASK 4. PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

Site reconnaissance. ERO will conduct a visual site reconnaissance of the subject property. The purpose of the inspection is to document recognized environmental conditions. Photographs will be taken as appropriate. ERO will not take any samples during the site reconnaissance. The following issues are specifically excluded from this Phase I ESA: wetlands; migratory birds; asbestos-containing materials; radon; lead-based paint; lead in drinking water; mold; and subsurface mineral rights, leases, or ownership.

ERO will document the general site setting, such as current use(s) of the subject property and adjoining properties, and general hydrogeologic and topographic features. A general description of structures and other

improvements on the subject property will be provided. ERO will identify the following site conditions, if they are visually or physically observed, during the site reconnaissance:

- The quantity, type, and storage system for hazardous substances and petroleum products in connection with identified uses
- Tanks, containers, drums, barrels, and other systems used for storing hazardous substance and petroleum products not connected to identified uses
- Aboveground and underground storage tanks
- Pits, ponds, lagoons and other features potentially used for storage and/or disposal of hazardous substances and petroleum product
- Odors, pools of liquids, stained soils and pavement, and stressed vegetation
- Presence of electrical equipment potentially containing polychlorinated biphenyls (PCBs).

Interviews. ERO will conduct interviews with the Phase I ESA user, property owner, site manager and/or other persons with knowledge of the subject property.

File search and regulatory agency review. ERO will conduct a search of records and files from a variety of sources and compile existing information pertaining to current and past environmental conditions. This search may include the following information, as ERO deems appropriate:

- Topographic, land use, and environmental resource maps
- Aerial photographs
- County and city records
- State and federal databases

Vapor Encroachment Screening. ERO will evaluate the sites identified during the Records Review to evaluate potential vapor encroachment in accordance with ASTM E 2600-15, the "Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions" (ASTM 2015). ERO will conduct a Tier 1 Screening using information presented in the Phase I ESA records review to determine whether a Vapor Encroachment Condition VEC exists, likely exists, or cannot be ruled out for the property. The results of this screening will be included in the Phase I ESA report. No sampling or testing is included with the screening.

Reports and recommendations. Based on the information gathered during the above tasks, ERO will compile the information and findings in a written report for the subject property. The report will contain a detailed presentation of findings, including the site description, records review, site reconnaissance, and conclusions.

Assumptions

- This task would be required under both federal and local funding sources.

In addition, it is important to emphasize that considerable uncertainty is inherent in conducting this type of investigation. The Phase I ESA will be completed by qualified environmental professionals using that degree of care and skill ordinarily exercised under similar circumstances by other environmental professionals practicing in this field. Unforeseen conditions may significantly affect the ability to make conclusions and recommendations based solely on the proposed investigations, which may ultimately affect the level of risk for a given level of investigative effort and cost. The following assumptions and conditions describe some of the possible limitations under this Work Scope.

- ERO assumes the subject property will not present conditions that may be hazardous to the health and safety of ERO personnel. The presence of visible hazards or contamination may be sufficient cause for ERO to halt work immediately and request a meeting with the Client to discuss the problem.
- All work will be conducted according to the provisions given in this Work Scope and in the accompanying Terms and Conditions. No other specifications or guidelines have been agreed to, nor will any such specifications or guidelines be addressed except as will otherwise be according to this Work Scope.
- Adequate and timely access to the subject property to conduct the Phase I ESA is assumed. Written authorization or other arrangements as may be necessary to ensure access by ERO personnel will be provided by the Client.

- Any conditions, known or suspected to the Client, that may have bearing on these investigations, or to the findings or recommendations made pursuant to this Work Scope, will be disclosed to ERO before initiation of the Work Scope. The Client will make available to ERO any appraisal reports, title histories, engineering reports or other technical reports or information that may pertain to this investigation.
- All references, statements or recommendations in this Work Scope or in any subsequent written reports to substances being either hazardous or not hazardous are made solely in accordance with or in reference to such official designations made by government agencies or other authorities under applicable laws, regulations, or guidelines. ERO itself makes no claim, warranty or implication as to whether any substance may or may not be hazardous.
- This Work Scope does not include an assessment of the potential for any particular condition adversely to affect public health.
- Any laboratory analytical work will be conducted by a laboratory or laboratories under separate contract or subcontract. While ERO will endeavor to select qualified laboratories for sample analysis, ERO will accept no responsibility or liability for laboratory results, quality control or analytical turnaround time.
- Deviations from these assumptions may result in cost increases or changes in schedule.
- All site boundaries shown or discussed in the report are approximations based on information supplied by the Client. ERO Resources will accept no responsibility or liability for the accuracy of the site boundaries.
- The Client will be responsible for completing the user questionnaire, obtaining a map/survey of the subject property, determining property size, and forwarding these items to ERO at least five days before the date of project completion.

TASK 5. ARCHAEOLOGICAL AND HISTORIC RESOURCES

Compliance with Section 106 of the National Historic Preservation Act (NHPA) and with the Colorado State Register Act (CRS 24-80.1 and 8 CCR 1504-5) is required as part of the NEPA documentation and CatEx process. In coordination with CDOT, ERO will conduct a file search and literature review of the project area to assist in determining whether the project has the potential to cause effects on archaeological and historical resources. Sources include historical aerial photography, U.S Geological Survey quadrangles and highway maps, county assessor records, and the Office of Archaeology and Historic Preservation's (OAHP) Compass database. In accordance with CDOT policy, ERO will write one technical memorandum summarizing the results of the review for historical resources and a second technical memorandum for archaeological resources.

Based on a preliminary project review, no previously documented archaeological resources are present and the surrounding historical and modern development precludes the potential for unknown archaeological resources in the anticipated area of potential effect (APE). The technical memorandum for archaeological resources will recommend a determination of "no potential to cause effects" on archaeological historic properties (per 36 CFR 800.4{d}{1}) and that no further compliance is required for archaeological resources.

Preliminary review of the project area indicates 13 previously documented historical resources are present in the project limits: US Highway 6 (5EA2587.6 and 5EA1612), Denver & Rio Grande Western Railroad (5EA1595.11, 5EA1595.13, and 5EA1595.9), Hockett Ditch (5EA3021.1), Hackett Gulch Culvert (5EA.1613), CKP Ditch (5EA1052.4, 5EA1052.3, and 5EA1052.2), Redcliff-Dotsero Stage Road (5EA520), Brush Creek Road (5EA.1612), and an unnamed farmstead (5EA.2285). Additionally, 25 parcels with historical buildings are adjacent to the project limits. Any parcels with historical buildings that will need temporary easements, permanent easements, or ROW acquisitions as part of the project will require documentation and assessment. The technical memorandum for historical resources will request that CDOT determine the APE and scope of effort for the undertaking (per 36 CFR 800.4).

Assumptions

- Pedestrian survey and associated report, if needed, will be conducted under a separate SOW following the completion of ROW design and APE designation.
- ERO assumes the project area will be within areas of prior disturbance.
- No project activities under this scope will be administered by the Bureau of Land Management.

TASK 6. PALEONTOLOGICAL RESOURCES

ERO will subcontract to Western Slope Paleontological Services, Ltd. to assess the paleontological resources within the project area and general vicinity through multiple methods that constitute a comprehensive desktop review (review). The review will include a paleontological locality file search, a scientific literature search, assessment of pertinent geologic maps, and consultation with the CDOT paleontologist as needed. A technical report presenting the results of the review with mitigation recommendations (if any) will be prepared using accepted resource assessment criteria and professional standards.

Assumptions

- This task would be required for CDOT environmental clearances only.
- No paleontological localities will be found in the proposed project area or vicinity.

TASK 7. PROJECT COORDINATION AND MANAGEMENT

ERO will coordinate with the client, CDOT, and subcontractors to establish a defined project scope and refine environmental clearance tasks. ERO will establish a project schedule and provide monthly updates to the project team. In addition, this task includes items associated with project coordination, such as project startup and monthly invoicing, client and agency communication, updates to project tasks and scope, health and safety plan compliance, communication through emails and phone calls, and quality assurance. ERO will coordinate with the client on schedules, design, and other project-related matters via telephone and email. ERO will ensure all documents and figures are reviewed for technical and editorial accuracy.

General Assumptions

- After environmental tasks begin, changes to the project area boundary will require additional effort, and ERO will coordinate with the client to determine whether changes in the scope or budget are necessary.
- Air quality, noise, visual resources, SB40, and Section 4(f) and 6(f) clearances or analyses will not be needed.
- No on-site or in-person meetings are included in this SOW. All project communication will take place through emails and phone calls.
- Other than field mobilizations for survey, no field meetings or additional mobilizations will be needed. No additional in-person meetings with the Town of Eagle will be required to complete the environmental studies discussed in this SOW.
- This SOW does not include additional work required in the event any currently unknown significant resource is located in the project area.
- One round of revisions for all reports, based on CDOT's comments, is included in this SOW, and no other revisions will be needed.

Work Element 10 Deliverables:

- Draft and final biological resources memo emailed to the client and to CDOT (Task 1)
- Draft and final letter emailed to the Client and CDOT (Task 1A)
- Notes on other regulated resources, if present, delivered to the Client via email (Task 1A)
- Electronic file with wetland boundaries and open water emailed to the Client (Task 1B)
- Wetland determination forms in PDF format emailed to the Client (Task 1B)
- Draft and Final Wetland Finding Report emailed to the Client and CDOT (Task 2)
- Draft PCN emailed to the Client and Authority (Task 3)
- Final PCN emailed to the Client, Authority, and Corps (Task 3)
- Draft and Final Phase I ESA report emailed to the Client and CDOT (Task 4)
- Draft and final technical memorandum summarizing the results of the file search and literature review of archaeological resources and recommending "no potential to cause effects" emailed to CDOT (Task 5)
- Draft and final technical memorandum summarizing the results of the file search and literature review of historical resources emailed to CDOT (Task 5)
- Determination of Effects letters for historic and archaeological resources emailed to CDOT
- Draft and final paleontological technical report emailed to the Client and CDOT (Task 6)

Work Element 11 – Subsurface Utility Engineering (SurvWest)

SurvWest will have a Professional Engineer licensed in the State of Colorado conduct, document, stamp and seal a Subsurface Utility Engineering (SUE) investigative plan set that conforms with Colorado Senate Bill SB 18-167 and the CI/ASCE 38-02 Engineering Standards. The following tasks are included:

- Utility Records Research
 - Request, collect and review utility records provided by utility companies with facilities in the project limits through 811, one-call notification agencies, as-built maps, engineering drawings, construction plans, permit drawings and any oral histories gained as part of the investigative and data collection process.
 - Compile a list of companies contacted for information and track responses.
 - Provide guidance as to what quality level can be achieved on specific lines that either the project team or the engineer determines do not need to be depicted as QL-B.
 - Attempt to identify all known and unknown utilities within the project area as QL-B or note the quality level achieved, as necessary.
- Perform QL-B Investigation
 - Utilize appropriate near surface geophysics to ascertain the approximate horizontal position of utilities within the project limits. The project team will provide QL-B information of metallic & nonmetallic lines buried with tracer wire (detectable utilities) using a suite of equipment to detect and designate subsurface locations from above ground. Once horizontally positioned (designated), verified utilities are marked using pink paint & flagging which is the standard color for temporary marking. The field information is surveyed, checked against project control, and drafted into an electronic and PDF deliverable for use by the engineering design team.
 - SurvWest will attempt to find and horizontally position undocumented utilities but is not responsible for finding all undocumented utilities within the project limits. Any utilities that were not identified by records will be classified as undocumented.
 - QL-A Testholes may be necessary to correctly identify certain utilities in conflict areas outside of the normal QL-A testholes requested for conflicts. ***This work will be done in a future task order.***
 - QL-B will be attempted on all utilities identified within the limits of the project, except for gravity systems (sewer & storm drains) which be shown as QL-C.
 - Invert information will be collected at all manholes, catch basins and inlets along with pipe size and material. Pipe alignment will be shown based on a combination of record information, field investigation results, surveyed information, and professional judgement. If a manhole cannot be located or is otherwise inaccessible, the line may be rodged to help determine the approximate direction of the pipe. In these instances, the slope of the pipe may not be able to be determined and a QL-A testhole may need to be completed to determine the depth of the crossing if it conflicts with the intended design. ***QL-A work will be done in a future task order.***
 - Manholes that are full of water and/or debris on the date of the investigation will be noted accordingly. If further investigation of these structures is required, additional investigation may be required, and a change order will be requested. Confined space entry is not included as part of this scope and fee.
 - Overhead lines will be shown as a singular line (OHW) running pole to pole if encountered. Ownership, line configuration, connection points and sag elevations are not included.
 - A SUE Report is not included as part of this scope and fee.
 - Septic fields, Underground storage tanks (USTs), Thrust Blocks, Traffic Loops, Irrigation channels/gates/vales/piping/headwalls, Landscape Irrigation, and Drain Tiles are excluded from this investigation.
 - Individual service lines will include gas & water if they are serviced directly from the ROW, are toneable, and access to the property is permitted. Sewer services will be shown as QL-D if they are shown on existing maps and records; CCTV services may be necessary to accurately locate the horizontal position of these lines.

Work Element 11 Deliverables:

- QL-B SUE Plan file (CAD and PDF) depicting the type and horizontal location of the designated utilities. The initial drawing will be provided to the client as an electronic CAD deliverable and a PDF copy issued “for review.”

Work Element 12 – Streetscape/Landscaping (DHM)

Alternative Landscape Concepts

DHM will explore 2 to 3 landscape alternatives for value engineering. These alternative plans for the corridor will look at specific plant palettes, spacing and intensity of plantings. Plants would be selected to be resilient with high aesthetic quality for canopy, screening and a strong curb appeal. Trees, shrubs, perennials and grasses need to thrive in available space with consideration to water, heat, debris from roadways. This would be in conjunction with street and pedestrian lighting, monuments, potential water quality, signage and edge treatments. DHM will include irrigation system analysis to determine irrigation water usage and tap size requirements. DHM will also review current estimate for value engineering and update cost estimates for the landscape alternatives.

3D Graphics

DHM will prepare typical colored 3D/ street cross sections (using SketchUp/Lumion software) to illustrate the streetscape character including roadway lanes, cycle track, medians, landscape areas, R.O.W., lighting, etc. These will be used as both a design tool and to share with stakeholders and town officials in presentation meetings. We anticipate producing 2 to 3 alternatives. DHM will also prepare 3D images of 4 new roundabouts, illustrating roadway geometry, streetscape and landscape elements.

Work Element 12 Deliverables:

- Conceptual hand drawn landscape plans for streetscape along Grand Avenue including plant palette -2 to 3 options
- Conceptual hand drawn plan enlargements for key pedestrian spaces
- Materials image board for hardscape elements (median cover, edges, possible boulders, street furnishings, etc.)
- Value engineering summary for landscape with update cost estimates
- 3D section/ perspectives of typical roadway-(2 to 3 alternatives)
- 3D perspectives of roundabouts- 4 roundabouts (4 renderings)
- 3D perspectives of key pedestrian areas -2 to 3 views (3 renderings)

Work Element 13 – Public Involvement (Stolfus and Associates, Inc. and DHM)

Stolfus will prepare materials for and participate in the following meetings with stakeholders and the public:

- Stakeholder Committee Meetings (in-person)
 1. Kick-off and reestablish group
 2. Project Status
 3. Value Engineering Workshop (*included in WE 2*)
 4. Wrap-up
- Council meeting (in-person) (2)
- One-on-One Property Owner Meetings (in-person) (30)
 - Meetings will be held at the Town offices over a three-day period
 - Stolfus will assist in scheduling meetings with property owners
- Public open house to present refined design and updated value engineering ideas (in-person) (DHM to also attend)

All meetings include time for preparation. PowerPoint presentations will be prepared by Stolfus for the council meeting. Boards and graphics will be prepared for the open house, along with comment forms to collect public comments. Once comments have been collected, Stolfus will prepare a Public Comment Summary that outlines all of the comments received by common themes. The stakeholder committee will be invited to participate in the open house.

In addition, public website will be created and maintained for the Town of Eagle to share with interested parties so that participants can review materials and comment virtually. The project website will be hosted using ArcGIS StoryMap.

Work Element 13 Deliverables:

- PowerPoint presentations (2)
- Open house boards and comment forms
- Public Comment Summary
- Open house webpage and comment form for virtual participation

EXCLUSIONS

Items specifically excluded or to be provided by others:

- Final Design
- Construction Phasing
- Right of way plans and legal descriptions
- Property acquisition
- Curb ramp designs
- Final construction documents
- Environmental investigations and permitting
- Design services during construction
- CLOMR/LOMR
- Construction Services
- Specifications
- Structure foundation recommendations
- Other structural work not defined specifically in this scope
- Lighting or electrical design for the adjacent side streets or parking lots.
- Any development, design, or detailing of custom luminaires
- Development or issuing of electric utility work order forms, applications, and/or meter address applications
- Art lighting or development of light art
- Advertising of the open house, including address collection and mailings
- Topographic survey
- Signing plans
- Grant services
- Access control
- Property owner meetings
- NEPA document
- Eagle County 1041 permit documentation
- Utility Coordination
- SUE Quality Level A investigations

FEE

As detailed below, Stolfus and its subconsultants will perform these engineering services for a total fee of \$X. Refer to table below and attached hourly fee breakdown.



Firm	Service	Fee
Stolfus and Associates, Inc.	Transportation Engineering and Public Involvement	\$387,946
RESPEC*	Drainage, Water Quality, and Utility Design	\$147,650
Benesch*	Structural Design and Railroad Coordination	\$157,620
Yeh*	Geotechnical Engineering	\$44,434
SurvWest*	Subsurface Utility Engineering	\$197,353
DHM*	Landscaping Design	\$87,700
ERO*	Environmental	\$34,871
Total		\$1,057,574

*Subconsultant to Stolfus and Associates, Inc.

We appreciate the opportunity to work with the Town of Eagle and would be happy to answer any questions you have on this Scope of Services.

Sincerely,

STOLFUS & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Jenna L.F. Siegel".

Jenna L.F. Siegel, PE PMP
Transportation Engineer

Budget - 2023 Commercial Rate



Client:	Town of Eagle	Client PM:	Martha Miller	Date:	4/3/2023
Project:	Grand Avenue - Task Order 1	Project #:		By:	JLFS
Location:	Eagle, CO	Base Budget?			
Date Requested:	3/29/2023	Add'l Service?			
Requested by:	Martha Miller	Anticipated Duration		10	months

Scope Summary

Work Element	Principal	PE-5	PE-3	PE-2	PE-1	E13	E12	E11	Student Intern	Office Manager	Admin Asst. 1	TASK	PHASE
	\$245.00	\$215.00	\$195.00	\$170.00	\$155.00	\$140.00	\$135.00	\$130.00	\$75.00	\$105.00	\$80.00	HRS	TOTAL
Work Element 1 - Proj. Admin/Mgmt	\$980	\$45,795			\$14,260		\$1,620			\$3,675			\$66,330
Coordination		20										20	\$4,300
Contract Admin/Billing		15								35		50	\$6,900
Project Schedule		9										9	\$1,335
Kickoff Meeting (In-person @ Stolfus), prep & documentation	4	14			8							26	\$5,230
Consultant team coordination meetings (16), prep & documentation		24			16							40	\$7,640
Monthly check-in meetings with Town (virtual) (10), prep & documentation		15			20							35	\$6,325
Town meetings (in-person @ Town) (4), prep & documentation		48			40							88	\$16,520
Site Visit		8			8		12					28	\$4,580
QA/QC of Deliverables		60										60	\$12,900
Subtotal Hours	4	213			92		12			35		356	
Work Element 2 - Roadway Design	\$8,820	\$18,060			\$47,430		\$46,980	\$30,680					\$151,970
Value Engineering													
Development and investigation of concepts	8	16			24		80					128	\$19,820
Value Engineering approach	4	4										8	\$1,840
Opinion of Probable Cost for VE Options	4	4			8			20				36	\$5,680
Value Engineering Workshop (in-person)	12	16										28	\$6,380
Value Engineering Results Memo	8	8			24							40	\$7,400
Preliminary Engineering													
Horizontal Alignments (up to 24) and Design Layout	4	4			12		60					76	\$10,820
Vertical Alignments (up to 24)		8			24		40					72	\$10,840
3D Terrain Model with refinements		8			120							128	\$20,320
Analysis and design of six roundabouts (performance checks)		2			24		24					50	\$7,390
Cycle Track/Sidewalk alternative locations (up to two)		4			16		24					44	\$6,580
Alternate intersection design of up to two intersections		2			2		16					20	\$2,800
Wall profiles (up to 4)		2			4		24					30	\$4,290
Preliminary Roadway Design Plans													
Front End Sheets					2			4				6	\$830
Typical Sections					6		8	24				38	\$5,130
Horizontal Control					4		32	44				44	\$5,860
Removal Plans					4		8	48				60	\$7,940
Roadway Plans with Striping					4		8	60				72	\$9,500
Roadway Profiles					8		8	32				48	\$6,480
Cross-Sections					4		24					28	\$3,860
Quantities and Opinion of Probable Cost					4		8	16				28	\$3,780
(QA/QC included in WE 1)													
Comment Documentation		6			12		8					26	\$4,230
Subtotal Hours	36	84			306		348	236				1010	
Work Element 3 - Traffic Evaluation	\$9,480	\$9,480				\$37,240	\$9,450						\$56,150
Traffic Evaluation													
Review traffic study and prepare data request		2				6						8	\$1,270
Data Collection													
Design hourly volume identification		2				8	2					12	\$1,820
Coordination on traffic data collection						4						4	\$560
Data QC and base year traffic development						16	4					20	\$2,780
Traffic Forecasts													
Background traffic growth evaluation		4				16	4					24	\$3,640
Peak hour 2035 traffic forecasts						16						16	\$2,240
Peak hour 2050 traffic forecasts						16						16	\$2,240
QC		4										4	\$860
Traffic Analysis													
Highway Capacity Model Development (HCS Urban Streets)		4				16	4					24	\$3,640
Peak hour 2035 AM/PM						16	4					20	\$2,780
Peak Hour 2050 AM/PM						16	4					20	\$2,780
QC		4										4	\$860
Alternative Analysis													
Spot Improvements		2				24	4					30	\$4,330
Access		2				24	4					30	\$4,330
Additional lanes		2				8	4					14	\$2,090
Intersection treatments		2				16	4					22	\$3,210
Priority & Phasing													
Implementation strategies		4				8	8					20	\$3,060
Documentation													
Draft Traffic Report / QC		8				32	12					52	\$7,820
Final Traffic Report / QC		4				24	12					40	\$5,840
Subtotal Hours		44				266	70					380	
Work Element 4 - 12 Design Coordination	\$12,470				\$12,710								\$25,180
Drainage, WQ, and Utility Design Coordination		10			20							30	\$5,250
Structural and Railroad Coordination		10			20							30	\$5,250
Geotechnical Coordination		4			8							12	\$2,100
SUE Coordination		4			8							12	\$2,100
Landscaping Coordination		10			16							26	\$4,630
Environmental Coordination		20			10							30	\$5,850
Subtotal Hours		58			82							140	
Work Element 13 - Public Involvement	\$42,570				\$12,245			\$14,300			\$640		\$69,755
Stakeholder Committee Meetings (3 in-person)		48			8							56	\$11,560
Stakeholder Committee Meeting Prep		14			16							30	\$5,490
One-on-One Property Owner Meetings (30 in-person) (assumes 3 days)		64										64	\$13,760
One-on-One Property Owner Meeting Prep		10			15			30			8	63	\$9,015
Public Open House (in-person)		16			8							24	\$4,680
Public Open House Prep		20			12			40				72	\$11,360
Council Meetings (2 in-person)		12										12	\$2,580
Council Meeting Prep		8			12							20	\$3,580
Public Website Creation & Maintenance		6			8			40				54	\$7,730
Subtotal Hours		198			79			110			8	395	
Total Hours	40	597			559	266	430	346		35	8	2281	
Total Labor \$	\$9,800	\$128,355			\$86,645	\$37,240	\$58,050	\$44,980		\$3,675	\$640	\$369,385	\$369,385

SUBCONSULTANTS/VENDORS

Type Service Provided	
All Traffic Data Traffic Data Collection	
RESPEC Drainage and Water Quality, Utility Design	
Benesch Structural Design, Railroad Coordination	
Yeh Geotechnical	
SurvWest Subsurface Utility Engineering (SUE)	
DHM Landscaping	
ERO Environmental	

Budget	\$10,000
	\$147,650
	\$157,620
	\$44,434
	\$197,353
	\$87,700
	\$34,871

Total Subconsultants

\$679,628

EXPENSES:

expense	cost	units	qty	
Mileage	0.655	mi	3360	\$2,200.80
Hotel	96.00	night	12	\$1,152.00
Per Diem	59.00	day	12	\$708.00
Open House Graphics & Boards	4500.00	at cost		\$4,500.00
Other		at cost		
				\$8,560.80

TOTAL SERVICES

\$1,057,674

Grand Avenue Corridor Improvements
RESPEC - 30% Design Phase Fee Estimate

3/31/2023

Task No	Task Description	Senior Engineer	Project Manager	Project Engineer	Designer	Total Hours	Direct Costs	Total Cost
		\$ 205	\$ 190	\$ 140	\$ 120			
1	Project Coordination							
1.1	Project Meetings							
	Kickoff Meeting (Stolfus offices)		3	3		6	25	\$ 1,015
	Internal Team Coordination Meetings (virtual)		24	24		48		\$ 7,920
	Client Meetings (Eagle, CO)		16	16		32	325	\$ 5,605
	Site Visit (Eagle, CO)		8	8		16	165	\$ 2,805
1.2	Project Management and Coordination		24			24		\$ 4,560
Task 1 - Subtotal Hours		0	75	51	0	126		
Task 1 - Subtotal Cost		\$ -	\$ 14,250	\$ 7,140	\$ -		\$ 515	\$ 21,905
2	Storm Drainage System 30% Design							
2.1	Alternatives Development & Costs	2	16	32	24	74		\$ 10,810
2.2	Hydrologic Evaluation	1	4	32		37		\$ 5,445
2.3	System Design	1	10	32		43		\$ 6,585
2.4	30% Construction Plans		8	24	80	112		\$ 14,480
2.5	Cost Estimate		4	10		14		\$ 2,160
Task 2 - Subtotal Hours		4	42	130	104	280		
Task 2 - Subtotal Cost		\$ 820	\$ 7,980	\$ 18,200	\$ 12,480		\$ -	\$ 39,480
3	Water Quality Improvements 30% Design							
3.1	Town Goals & Priorities Assessment		4	4		8		\$ 1,320
3.2	Alternatives Development & Costs	2	16	32		50		\$ 7,930
3.3	Hydrologic Evaluation	1	6	24		31		\$ 4,705
3.4	System Design	1	10	32		43		\$ 6,585
3.5	30% Drainage & Water Quality Report		10	32		42		\$ 6,380
3.6	30% Construction Plans		8	32	80	120		\$ 15,600
3.7	Cost Estimate		4	10		14		\$ 2,160
Task 3 - Subtotal Hours		4	58	166	80	308		
Task 3 - Subtotal Cost		\$ 820	\$ 11,020	\$ 23,240	\$ 9,600		\$ -	\$ 44,680
4	Water/Sewer Line Replacement 30% Design							
4.1	Town Goals & Priorities Assessment	1	4	4		9		\$ 1,525
4.2	Evaluate Existing Utility Conditions & Conflicts		10	24	10	44		\$ 6,460
4.3	Water Line Alternatives Development & Costs	2	16	24	10	52		\$ 8,010
4.4	Sewer Line Alternatives Development & Costs	2	16	24	10	52		\$ 8,010
4.5	30% Construction Plans		10	24	80	114		\$ 14,860
4.6	Cost Estimate		4	14		18		\$ 2,720
Task 4 - Subtotal Hours		5	60	114	110	289		
Task 4 - Subtotal Cost		\$ 1,025	\$ 11,400	\$ 15,960	\$ 13,200		\$ -	\$ 41,585
Subtotal RESPEC Hours		13	235	461	294	1003		
Subtotal RESPEC Costs		\$ 2,665	\$ 44,650	\$ 64,540	\$ 35,280		\$ 515	\$ 147,650

Town of Eagle - Stolfus

Grand Avenue Design

Structural Design Services

4/3/2023

P2315208



4/3/2023	BENESCH												
	Project Principal - Jess Hastings	Senior Project Manager	Project Manager II	Project Manager I	Project Engineer II	Project Engineer I	Designer II		Total Hours	Benesch Labor Fee	Mileage & Expenses		Task Fees
Hourly Rates:	\$ 250	\$ 215	\$ 185	\$ 150	\$ 132	\$ 125	\$ 115						
Project Initiation and Continuing Requirements	14	68	41	0	34	0	0		157	\$ 30,193	\$ 414	-	\$ 30,607
Kickoff Meeting	2	2	2		2				8	\$ 1,564			\$ 1,564
Project Schedule		4	2						6	\$ 1,230			\$ 1,230
Progress Meetings (16 total)	8	16	8		16				48	\$ 9,032			\$ 9,032
Client Meetings (2 total)	4	4	4						12	\$ 2,600			\$ 2,600
Site Visits (2)		16	16		16				48	\$ 8,512	\$ 414		\$ 8,926
Project Management		16	5						21	\$ 4,365			\$ 4,365
Progress Reports		10	4						14	\$ 2,890			\$ 2,890
									0	-			\$ -
Structure Design	2	112	16	16	222	0	228		596	\$ 85,464	-	-	\$ 85,464
Wall Structure Selection Memo									0	-			\$ -
Structural Data Collection		6			8		8		22	\$ 3,266			\$ 3,266
Structure Selection		16			24		36		76	\$ 10,748			\$ 10,748
Prepare Memo		4			24		8		36	\$ 4,948			\$ 4,948
Prepare Typical Sections (3 types)		6			12		16		34	\$ 4,714			\$ 4,714
Foundation Investigation Criteria		4			4				8	\$ 1,388			\$ 1,388
Preliminary Design for Bridge at Brush Creek and Pedestrian Accommodation									0	-			\$ -
Structural Data Collection		6			8		8		22	\$ 3,266			\$ 3,266
Widening of Existing Bridge Alternative		12			18		24		54	\$ 7,716			\$ 7,716
Pedestrian Bridge Alternative		8			12		16		36	\$ 5,144			\$ 5,144
Prepare Alternative Selection Memo		4			24		8		36	\$ 4,948			\$ 4,948
Prepare General Layout		6			6		24		36	\$ 4,842			\$ 4,842
Preliminary Design for a Grade Separated Pedestrian Connection at the Railroad									0	-			\$ -
Data Review		6			12		8		26	\$ 3,794			\$ 3,794
Preliminary Alignment and Structure for Overpass		16			16		24		56	\$ 8,312			\$ 8,312
Preliminary Alignment and Structure for Underpass		8			24		16		48	\$ 6,728			\$ 6,728
Prepare Feasibility Report and Cost Estimate		4			24		8		36	\$ 4,948			\$ 4,948
Prepare General Layout		6			6		24		36	\$ 4,842			\$ 4,842
QC Alternative Design	2		16	16					34	\$ 5,860			\$ 5,860
									0	-			\$ -
Preliminary Design Submittal and Review	2	28	2	0	58	0	50		140	\$ 20,296	-	-	\$ 20,296
Coordinate and compile structural plans set		8			8		8		24	\$ 3,696			\$ 3,696
Prepare preliminary cost estimate		4			8		16		28	\$ 3,756			\$ 3,756
Interdisciplinary design reviews with Stolfus PM		8			8				16	\$ 2,776			\$ 2,776
Submit preliminary plan set		2			8				10	\$ 1,486			\$ 1,486
Attend design review meeting	2	2	2		2		2		10	\$ 1,794			\$ 1,794
Revise plan set per review meeting comments		2			16		24		42	\$ 5,302			\$ 5,302
Prepare list of deviations from standard design criteria		2			8				10	\$ 1,486			\$ 1,486
									0	-			\$ -
Railroad Coordination	72	0	16	0	0	0	0		88	\$ 20,960	\$ 293	-	\$ 21,253
Kickoff meeting with UPRR	8								8	\$ 2,000			\$ 2,000
Research existing agreements	16								16	\$ 4,000			\$ 4,000
Site walk with Colorado PUC and UPRR	16								16	\$ 4,000	\$ 293		\$ 4,293
Provide feedback and guidance to design team	16		16						32	\$ 6,960			\$ 6,960
Solicit feedback from UPRR on concept alternatives									0	-			\$ -
Pedestrian overpass	4								4	\$ 1,000			\$ 1,000
Pedestrian underpass	4								4	\$ 1,000			\$ 1,000
Encroachments on ROW	4								4	\$ 1,000			\$ 1,000
Access for railroad maintenance	4								4	\$ 1,000			\$ 1,000
									0	-			\$ -
Total	90.0	208.0	75.0	16.0	314.0	0.0	278.0		981	\$ 156,913	\$ 707	\$ -	\$ 157,620.00

4/3/2023



Notes:

- Benesch: Jess Hastings - Project Principal - Denver office
Dan Bechtold - Senior Project Manager - Denver office
Steve Hakes - Project Manager II - Denver office
Paul Boer - Project Manager I - Denver office
John Murphy - Project Engineer II - Denver office
Carlos Felix - Designer II - Denver office

COST ESTIMATION WORKSHEET (CEW)

FIRM NAME: Yeh and Associates		PREPARED BY: Kevin Dye/Pete Mertes				DATE: 03/31/23			
PROPOSAL NUMBER: 222-281		PROJECT NAME: Eagle Grand Avenue Corridor Design				CONTRACT/TASK ORDER NUMBER:			

WORK ACTIVITY	Principal	Sr. Project Manager	Sr. Project Engineer	Project Engineer	Staff Engineer	Lab Supervisor	Technician 1	CAD Designer	TOTAL HOURS	TOTAL COST
1.0 Project Management										
1.1 Contract Administration -Internal contracting, coordination with internal staff, coordination and contracting with drillers and traffic control	2			8					10	
1.2 Prepare and submit invoices for payment				4					4	
1.3 Kickoff Meeting in Denver - Travel from Glenwood				8					8	
1.4 Project team coordination (internal) (virtual) 16 - one hour meetings				16					16	
1.5 Client meetings (virtual) – 2 - two-hour meetings				4					4	
1.6 Site Visit with Team				4					4	
SUBTOTALS	2	0	0	44	0	0	0	0	46	\$6,370.00
2.0 Geotechnical Investigation										
2.1 Field locate of borings, UNCC utility locates				8					8	
2.2 Obtain traffic control plans and permits				4					4	
2.3 Health & Safety Plan (HASP)				1					1	
2.4 Conduct a subsurface exploration program				16					16	
2.5 Perform soil tests - Lab supervision, review and QA/QC of test results and reports, actual lab tests noted below						4			4	
SUBTOTALS	0	0	0	29	0	4	0	0	33	\$4,395.00
3.0 Geotechnical Design										
3.1 Develop recommendations for foundations				4					4	
3.2 Develop site grading recommendations				4					4	
3.3 Pavement design analysis				12					12	
3.4 Recommend surface and subsurface drainage									0	
SUBTOTALS	0	0	0	20	0	0	0	0	20	\$2,700.00
4.0 Geotechnical Report										
4.1 Provide recommendations				12					12	
4.2 Compile boring logs, test result				8			40		48	
4.3 Prepare and issue <i>Draft Geotechnical Investigation Report</i>				30					30	
4.4 Prepare and issue <i>Final Geotechnical Investigation Report</i>				10					10	
4.5 QA/QC on geotech design and report review		8								
SUBTOTALS	0	8	0	60	0	0	40	0	100	\$12,580.00
SUBTOTALS - HOURS	2	8	0	153	0	4	40	0	199	
SALARY RATE, \$ PER HOUR	\$215.00	\$210.00	\$155.00	\$135.00	\$115.00	\$120.00	\$70.00	\$140.00		
SUBTOTALS - LABOR COSTS	\$ 430.00	\$ 1,680.00	\$ -	\$ 20,655.00	\$ -	\$ 480.00	\$ 2,800.00	\$ -		\$ 26,045.00
TOTAL LABOR COST	\$ 26,045.00									

TRAVEL & PER DIEM COST	Estimated Units	Unit Rate	Units	TOTAL COST
Vehicle Mileage	300	\$ 0.655	mile	\$ 196.50
Lodging			night	\$ -
Per Diem			day	\$ -
Airfare			each	\$ -
TOTAL TRAVEL AND PER DIEM COST	\$ 196.50			

DRILLING & OTHER SUBSURFACE INVESTIGATION COST	Estimated Units	Unit Rate	Units		TOTAL COST
Auger Drilling (assume HRL)	16	\$ 200.00	hr		\$ 3,200.00
mobe/demobe	250	\$ 4.25	mi		\$ 1,062.50
load/unload/decon	2	\$ 150.00	hr		\$ 300.00
Logistics management	2	\$ 95.00	hour		\$ 190.00
Traffic Control - DAY WORK	2	\$ 2,700.00	day		\$ 5,400.00
Traffic Control - NIGHT WORK		\$ 437.50	hour		\$ -
Lodging	1	\$ 1,250.00	each		\$ 1,250.00
Per Diem	1	\$ 830.00	day		\$ 830.00
Other -			hour		\$ -
TOTAL DRILLING & OTHER INVESTIGATION COST	\$	12,232.50			
LABORATORY & FIELD TEST COST	Estimated Units	Unit Rate	Units		TOTAL COST
Atterberg Limits		\$ 100.00	each		\$ -
Classification	20	\$ 170.00	each		\$ 3,400.00
Hydrometer Analysis		\$ 150.00	each		\$ -
Moisture Content	10	\$ 10.00	each		\$ 100.00
Dry Density (CA liner)	10	\$ 40.00	each		\$ 400.00
pH	3	\$ 15.00	each		\$ 45.00
Sulfate Content	3	\$ 25.00	each		\$ 75.00
Chloride Content	3	\$ 30.00	each		\$ 90.00
Resistivity (laboratory)	3	\$ 50.00	each		\$ 150.00
Standard Proctor		\$ 200.00	each		\$ -
Modified Proctor		\$ 220.00	each		\$ -
Swell-Consolidation (Method A)	4	\$ 200.00	each		\$ 800.00
R-Value (outside lab = \$250) (internal hours = \$50)	3	\$ 300.00	each	reminder: list outside lab as vendor on CDOT PCW's (\$250/R-Value)	\$ 900.00
UC Rock Testing (outside lab)			each	reminder: list outside lab as vendor on CDOT PCW's	\$ -
Other			each		\$ -
TOTAL LABORATORY & FIELD TEST COST	\$	5,960.00			
TOTAL PROJECT COST	\$	44,434.00			

<u>Proposal Estimate</u>				
<u>Office Staff</u>				
Service Item Description	Qty	UOM	Rate	
Principal	14	HR	\$ 260.00	\$ 3,640.00
Director		HR	\$ 229.00	\$ -
SUE Project Manager IV		HR	\$ 215.00	\$ -
SUE Project Manager III	50	HR	\$ 205.00	\$ 10,250.00
SUE Project Manager II		HR	\$ 193.00	\$ -
SUE Project Manager I	75	HR	\$ 177.00	\$ 13,275.00
EIT III		HR	\$ 161.00	\$ -
EIT II		HR	\$ 155.00	\$ -
EIT I		HR	\$ 145.00	\$ -
Field Coordinator		HR	\$ 150.00	\$ -
Senior Coordinator/Specialist		HR	\$ 130.00	\$ -
Coordinator/Specialist		HR	\$ 100.00	\$ -
CAD Manager		HR	\$ 165.00	\$ -
Senior CAD Technician		HR	\$ 149.00	\$ -
CAD Technician IV	100	HR	\$ 129.00	\$ 12,900.00
CAD Technician III		HR	\$ 124.00	\$ -
CAD Technician II		HR	\$ 117.00	\$ -
CAD Technician I		HR	\$ 104.00	\$ -
Survey Division Manager		HR	\$ 260.00	\$ -
Survey Director		HR	\$ 229.00	\$ -
Survey Project Manager IV		HR	\$ 215.00	\$ -
Survey Project Manager III		HR	\$ 205.00	\$ -
Survey Project Manager II	20	HR	\$ 190.00	\$ 3,800.00
Survey Project Manager I		HR	\$ 177.00	\$ -
Surveyor II		HR	\$ 162.00	\$ -
Surveyor I		HR	\$ 152.00	\$ -
Senior Survey Technician	40	HR	\$ 149.00	\$ 5,960.00
Survey Technician II	60	HR	\$ 120.00	\$ 7,200.00
Survey Technician I		HR	\$ 105.00	\$ -
Abstractor		HR	\$ 116.00	\$ -
Senior Utility Coordinator/Specialist		HR	\$ 174.00	\$ -
Utility Coordinator/Specialist		HR	\$ 159.00	\$ -
Administration/Clerical		HR	\$ 93.00	\$ -
Mileage		MI	\$ 0.63	\$ -
Plotting, Printing, Binding - Invoiced at Actual Printer Cost			\$ -	\$ -
Overnight and Courier Fees - Invoice Actual Cost			\$ -	\$ -
Per Diem - Allowance per person for meals only		Day	\$ 40.00	\$ -
Per Diem - Allowance per person for hotel only		Day	\$ 98.00	\$ -
Traffic Control (plans and traffic control)	25	Day	\$ 1,600.00	\$ 40,000.00
<u>Survey Field Staff</u>				
Service Item Description		UOM	Rate	
Survey Crew Travel Rate (Transit Time)		HR	\$ 95.00	\$ -
Survey Field Technician		HR	\$ 90.00	\$ -
2-Person Survey Crew		HR	\$ 215.00	\$ -
1-Person Survey Crew	240	HR	\$ 130.00	\$ 31,200.00
LiDAR Equipment (UAS, Drone, etc)		Day	\$ 155.00	\$ -
Mobile Terrestrial Laser Scanner (Ground or Vehicle Mounted)		Day	\$ 105.00	\$ -
GPS Receiver	20	Day	\$ 25.00	\$ 500.00
Robotic Total Station		Day	\$ 25.00	\$ -
Mileage	300	MI	\$ 0.63	\$ 189.00
Per Diem - Allowance per person for meals only	20	Day	\$ 40.00	\$ 800.00
Per Diem - Allowance per person for hotel only	20	Day	\$ 150.00	\$ 3,000.00
<u>Quality Level B Field Staff</u>				
Service Item Description		UOM	Rate	
SUE Field Manager	300	HR	\$ 174.00	\$ 52,200.00
SUE Field Supervisor		HR	\$ 159.00	\$ -
Senior Designating/Field Technician		HR	\$ 126.00	\$ -
Junior Designating/Field Technician		HR	\$ 106.00	\$ -
Senior Vac Technician		HR	\$ 96.00	\$ -
Junior Vac Technician		HR	\$ 86.00	\$ -
Utility Field Inspector		HR	\$ 93.00	\$ -
Mileage 4X4	300	MI	\$ 0.63	\$ 189.00
Mileage Vac Truck		MI	\$ 2.85	\$ -
Per Diem - Allowance per person for meals only	25	Day	\$ 40.00	\$ 1,000.00
Per Diem - Allowance per person for hotel only	25	Day	\$ 150.00	\$ 3,750.00
Designating Equipment	150	HR	\$ 50.00	\$ 7,500.00
Vac Truck		HR	\$ 125.00	\$ -
GPR Equipment		HR	\$ 75.00	\$ -
Pole/Push Camera		HR	\$ 50.00	\$ -
Robotic Camera		Day	\$ 150.00	\$ -
SUE Materials and Supplies (as needed per project)				\$ -
Total				\$ 197,353.00

Town of Eagle- Grand Avenue Fees

Prepared by: DHM Design

	Principal	Associate	Designer	
TASK 1 Services				
	\$190	\$130	\$95	
Task A: Alternative Landscape Concepts- DHM will explore 2 to 3 landscape alternatives for value engineering. These alternative plans for the corridor will look at specific plant palettes, spacing and intensity of plantings. Plants would be selected to be resilient with high aesthetic quality for canopy, screening and a strong curb appeal. Trees, shrubs, perennials and grasses need to thrive in available space with consideration to water, heat, debris from roadways. This would be in conjunction with street and pedestrian lighting, monuments, potential water quality, signage and edge treatments. DHM will include irrigation system analysis to determine irrigation water usage and tap size requirements. DHM will also review current estimate for value engineering and update cost estimates for the landscape alternatives.				
Deliverable Products:				
• Conceptual hand drawn landscape plans for streetscape along Grand Avenue including plant palette -2 to 3 options	32	42	60	
• Conceptual hand drawn plan enlargements for key pedestrian spaces	24	40	60	
• Materials image board for hardscape elements (median cover, edges, possible boulders, street furnishings, etc.)	4	8	24	
• Value engineering summary for landscape with update cost estimates	8	16	16	
	\$12,920	\$13,780	\$15,200	\$41,900
Task: B. 3D Graphics- DHM will prepare typical colored 3D/ street cross sections (using SketchUp/Lumion software) to illustrate the streetscape character including roadway lanes, cycle track, medians, landscape areas, R.O.W., lighting, etc. These will be used as both a design tool and to share with stakeholders and town officials in presentation meetings. We anticipate producing 2 to 3 alternatives. DHM will also prepare 3D images of 4 new roundabouts, illustrating roadway geometry, streetscape and landscape elements.				
Deliverable Products:				
• 3D section/ perspectives of typical roadway-(2 to 3 alternatives)	8	16	36	
• 3D perspectives of roundabouts- 4 roundabouts (4 renderings)	12	16	36	
• 3D perspectives of key pedestrian areas -2 to 3 views (3 renderings)	12	16	36	
	\$6,080	\$6,240	\$10,260	\$22,580
Task: C. Meetings/ Presentation DHM will participate in the following meetings/ presentations to support project efforts:				
• Public meeting prep and attendance	10	16	40	
• Kickoff meeting (virtual)	4	4		
• Project team coordination (internal/ virtual) - 16 one-hour meetings	16	18		
• Client meetings (virtual) – 2 two-hour meetings	16	16		
• Site Visit to review existing conditions	8	8		
	\$10,260	\$8,060	\$3,800	\$22,120
Expenses (mileage, print outs)				<u>\$1,100</u>
				\$23,220
				\$87,700

ERO Cost Proposal - Town of Eagle Grand Avenue Final Design

Labor Category	2023/ Unit Rate	Task 1. Biological Resources Report (BRR)	Task 1a. Federal and State Listed T&E Species (SWIFT)	Task 1b. Wetland Delineation	Task 2. Wetland Finding Report	Task 3. Prepare NWP 404 Request	Task 4. ISA	Task 5. Archaeological and Historic Resources	Task 6. Paleontological Resources	Task 7. Project Management and Coordination	Labor Hours Total	Totals
Senior Project Manager	\$197.00	1			1	1	1	1	1	40	46	\$9,062
Biologist I	\$156.00	10	12	12	8	16					58	\$9,048
Biological Technician	\$85.00	8	8	12		4					32	\$2,720
Senior Environmental Planner	\$185.00	2									2	\$370
Geoscientist I	\$156.00						8				8	\$1,248
Staff Geoscientist	\$110.00						25				25	\$2,750
GIS/Graphics Specialist	\$125.00	2	1	1	2	4	3	2			15	\$1,875
Cultural Resource Principal Investigator	\$182.00							2			2	\$364
Senior Cultural Resource Specialist	\$135.00					1		1			2	\$270
Staff Cultural Resource Specialist I	\$96.00					4		6			10	\$960
Architectural Historian II	\$109.00							6			6	\$654
Word Processing/Editor	\$109.00	2	1		1	2	2	2			10	\$1,090
Administrative Staff	\$92.00									8	8	\$736
Total Labor Hours		25	22	25	12	32	39	20	1	48	224	
Total Labor		\$3,275	\$2,786	\$3,017	\$1,804	\$4,270	\$4,788	\$2,394	\$197	\$8,616		\$31,147
Expenses	Unit Rate	Task 1. Biological Resources Report (BRR)	Task 1a. Federal and State Listed T&E Species (SWIFT)	Task 1b. Wetland Delineation	Task 2. Wetland Finding Report	Task 3. Prepare NWP 404 Request	Task 4. ISA	Task 5. Archaeological and Historic Resources	Task 6. Paleontological Resources	Task 7. Project Management and Coordination	Totals Quantities	Totals
Field Equipment Charges	\$10.000		1	1							2	\$20
Mileage	\$0.655		260				260				520	\$341
Photocopy (color/8.5x11)	\$0.300		20	20		10					50	\$15
Photocopy (b&w/8.5x11)	\$0.150		20	20		10					50	\$8
File search fee	\$60.000							4			4	\$240
Env. DB Report	\$600.000	1					1				2	\$1,200
Subconsultant	\$1,500.000								1		1	\$1,500
GPS Rental (per day)	\$125.000			1							1	\$125
Total Expenses		\$600	\$189	\$144	\$0	\$5	\$770	\$240	\$1,500	\$0		\$3,448
8% markup		\$48	\$15	\$12	\$0	\$0	\$62	\$19	\$120	\$0		\$276
Total estimated costs		\$3,923	\$2,990	\$3,173	\$1,804	\$4,275	\$5,620	\$2,653	\$1,817	\$8,616		\$34,871

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 23
(Series 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH STOLFUS & ASSOCIATES,
INC. FOR ENGINEERING SERVICES

WHEREAS, the Town of Eagle desires to contract with **Stolfus & Associates, Inc.** for engineering services to assist the Town of Eagle in advancing the Grand Avenue Corridor Plan from conceptual to preliminary design (30%), pursuant to the agreement attached as Exhibit "A" on the terms and conditions set forth therein; and

WHEREAS, The Town's purpose is to invest in critical infrastructure, assets, and program improvements that increase our residents' quality of life and add to our vibrant economy without creating an undue burden on the residents of the Town; and

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

WHEREAS, this contract is authorized pursuant to Section 31-15-101 Colorado Revised Statutes, as amended, and Article XIV, Section 18, of the Colorado Constitution.

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

The Town Council approves the contract with **Stolfus & Associates, Inc.** for services attached as Exhibit "A" in the amount of **\$1,057,574.**

RESOLVED, APPROVED, AND ADOPTED THIS 11th DAY OF APRIL 2023.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow



To: Mayor and Town Council
From: Kevin Aoki, Information Technology Manager
Date: April 11, 2023

Agenda Item: Request for Approval of New IT Support Provider

REQUEST: IT Department is requesting to contract with new local helpdesk partner.

BACKGROUND: Over the years, IT support has been managed out of house. We are finding it difficult to align daily support needs with an outside helpdesk contractor, especially one that is almost entirely remote.

ANALYSIS: IT staff conducted interviews with three Colorado helpdesk groups to determine who could best provide the best: end user experience; proactive managed support; transparent workflows and reporting. Upon review, we determined All Mountain Technologies was the best fit.

Staff finds value working with a helpdesk team that has an on-site presence and can assist in person when needed. Although our current contractor is local to Colorado, their headquarters is in Boulder and has not been conducive to on-prem support. All Mountain Technologies is based out of Edwards, CO and have staff living in Eagle.

COMMUNITY INPUT: N/A

BUDGET / STAFF IMPACT: There will be no impact on the budget with this change.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Strengthen Town Organization and Structure

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION to Approve the Consent Agenda or pull this item for discussion.

ATTACHMENTS:

1. AMT_Always-On_Managed_Services_Agreement (1)

MASTER SERVICES AGREEMENT

MASTER SERVICES AGREEMENT		
Date: 03 / 30 / 2023	Master Services Agreement Term: 1 year/12 months	Client Name:
CLIENT INFORMATION		
Primary Contact:	Primary Contact Address Information	
Title:	Address 1:	
Phone:	Address 2:	
Cell:	City:	
Fax:	State:	
Email:	Zip Code:	

This Master Service Agreement (“**MSA**”) is in conjunction with the Terms and Conditions “Terms” located online at <https://www.allmntntech.com/legal-MSA/>. This **MSA** does not replace the Terms but incorporates all the provisions and obligations set forth in the Terms. Should any provision of the Terms and this **MSA** conflict, the **MSA** shall take precedence. **All Mountain Technologies, LLC** to provide the Services described below to the standards stated in the Terms.

This **MSA** dated 5-1-2023 (“**MSA Effective Date**”) supplements the Terms and Conditions (the “**Terms**”) by and between **All Mountain Technologies, LLC** (“**MSP**”) and _____ (“**Client**”). This **MSA** consists of the terms below, the signature page, and any unique attachments to this **MSA**, which are all incorporated into the Terms by this reference and are made a part of the Terms by all intents and purposes.

Requested Services will be provided and limited as indicated in the checked boxes below. Further service offerings may only be secured via subsequent SOW’s.

Most of the Requested Service Offerings are based on the NIST (or CIS). However, Requested Services offered or contracted alone will not achieve compliance with NIST or CIS standards and **Client** should review the National Standard at <https://nist.gov/cybersecurity> and CIS <https://www.cisecurity.org> to review the broader requirements. **All Mountain Technologies, LLC** does not provide any National Standard/Law/Regulation compliance services and Requested Services offered are limited to those selected below or as agreed in subsequent SOW’s.

Capitalized terms used herein, unless otherwise defined, will have the meanings given to them in the **MSA**.

Always-On Managed Services v.23

1. **Service Offerings (Services will be provided directly or as indicated.)**
[Items NOT checked have been OPTED OUT by Client.]

Note: The word “via” in the section below indicates the Third-Party Provider.

☐ **Always-On Total Plus IT Services 3-month trial and guarantee (Exhibit A)**

☒ **Always-On Total Plus IT Services (AO Total Plus)**

Maintenance, management, recommendations for IT environment

Reactive and Proactive Onsite and Remote Support

Help Desk Services with Guaranteed Response and Resolution

Priority 1 and Priority 2 after-hours remote included with Always-On

Priority 1 and Priority 2 after-hours onsite included with AO Ultimate

Installation of new printers and workstations purchased through **MSP**

Dedicated Account Manager and System Administrator

Access to Full **MSP** Team and Resources

Access to Always-On™ 24/7/365 Emergency On-Call Support

Ticketing System with Data/Time Tracking and Reporting

Remote Connection Support and Chat

Strategic Planning and Budgeting

Asset Inventory Management (Hardware/Software/Licensing)

Access to **MSP** Loaner Inventory

Vendor Management

DNS Filtering via Cisco Umbrella

Antivirus software and management of software via Webroot Inc. and via MS

Vulnerability assessments and remediation

Installation of all computers, printers purchased through **MSP**

Management of AMT provided Cyber Security Solutions, VoIP solutions, etc.

Solution Generation and Procurement Services

Staff Technology Education and Training

Documentation as required for **MSP** Management

IT Industry Standards and Best Practice Recommendations

Business Continuity Planning

Client Portal Providing Access to Tickets and Invoicing

Connectwise Manage

Documentation, Inventory Management, CRM (ticket portal, ticket tracking, reporting)

Remote Monitoring and Management (RMM)System

Automated and manual maintenance of computers and servers (including software updates, patch management, and database management)

Connectwise Control

Secure Remote access and management of production technology

***Client** IT Team remote access and management

☐ **Always-On Ultimate Service (AO Ultimate)**

Per AO Plus

Always-On Managed Services v.23

All Planned Project Services included in monthly agreement if not otherwise specified in **Exhibit C**.

However, if Project Services included under this plan have limitations, then only those Project Services as specified in **Exhibit C** are included under this agreement SOW.



Always-On Custom Support or Service Plan specified per Exhibit C



*Project Services – design, quoting, implementation, and management via bid/acceptance process for any needed additional Project Services (billable at Project Rates)

[]

*Backup & Disaster Recovery Services - via proprietary VEEAM based solution

See **Exhibit B**

Initial **Server Selection Addendum** per **Exhibit B**

[]

*SOC (Security Operation Center) Cyber Threat detection via BlackPoint Cyber
Cyber Security Management, Detection, and Remediation Services

Additional endpoint threat prevention and detection via Sophos Intercept-X

Breach Detection/Persistent Threat

Ransomware Detection, Remediation, Mitigation

Cyber incident response to the extent NOT covered by **Client** Insurance



*Microsoft Office 365 Services (Email, Teams, Sharepoint, etc.) via Microsoft



*Microsoft Tenant backup via Datto Backupify

[]

*VoIP Managed PBX Services via 3CX hosted solution

Requires separate **Client** engagement for VoIP Services with Flowroute or similar

[]

**Drive Encryption via Microsoft Bitlocker

[]

**Email Encryption via Microsoft or via Zix

[]

**Phishing Detection via Microsoft

[]

**Email Archiving via Microsoft

[]

**Multi-Factor Authentication

[]

*Cyber-Security and Phishing Training – via Breach Secure Now

[]

*Dark Web Monitoring via Breach Secure Now

[]

*SD-WAN Internet Aggregator/Optimizer Service via Big Leaf

[]

*Password Management via LastPass

[]

*Remote Work Force security

[]

*Cyber Insurance Compliance efforts on behalf of **Client** per **Client** provided insurance requirements

[]

*HIPAA Compliance efforts on behalf of **Client**

[]

*PCI Compliance efforts on behalf of **Client**

[]

*Employee Cyber Training

[]

*Identity Management

[]

*Hardware-As-A-Service or Rental Equipment (per **Exhibit C**)

[]

*MFA & SSO tools via MS, Google, DUO or LastPass

• indicates additional billing based on actual utilization monthly

** may require particular Microsoft 365 license or may require additional Microsoft charges

It is agreed that any and all Services requested by Client that fall outside of the terms of this Master Service Agreement will be considered Projects, and will be quoted and billed as separate, individual Services in subsequent SOW's.

2.0 Advice; Instructions. From time to time, **MSP** may provide you with specific advice and directions related to our provision of the Requested Services or the maintenance or administration of the System. Should these services be declined, you hereby acknowledge that this is against the advice if the **MSP** and **Client** agrees to hold **MSP** harmless from any business interruption, data loss, system recovery costs, or other adverse consequences due to **Client** decision. If your failure to follow or implement our advice renders part or all of the Requested Services economically or technically unreasonable to provide in our discretion, then we may terminate the applicable SOW for cause by providing notice of termination to you.

2.1 Response. **MSP** warrants and represents that **MSP** will provide the Requested Services, and respond to any notification received by **MSP** of any error, outage, alarm or alert pertaining to the System, in the manner defined in the applicable **MSA** or subsequent SOW except for (i) periods of delay caused by **Client** Downtime (defined below), Vendor-Side Downtime (defined below) or (ii) periods in which **MSP** is required to suspend the Services to protect the security or integrity of **Client** System or **MSP**'s equipment or network, or (iii) delays caused by a force majeure event.

2.2 Client Downtime. **MSP** will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Requested Services to the extent that such delays or deficiencies are caused by **Client** actions or omissions ("**Client** Downtime").

2.3 Vendor-Side Downtime. **MSP** will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Requested Services to the extent that such delays or deficiencies are caused by third-party service providers, third-party licensors, or "upstream" service or product vendors.

Client and **MSP** expressly agree that this paragraph is intended to be as broad as permitted by the laws of the State of Colorado and that this paragraph shall be governed by and interpreted in accordance with the laws of the State of Colorado

1. Availability & Hours of Operation

2. Description:	Priority:	Target Response Time	Target Resolution Plan:
Business Down; Client's IT network is not available (all users and functions unavailable). All business down impact.	1	Within one business hour	Work immediately and continuously during business hours until resolved.
Business Element Down; Significant degradation of Client's IT network (large number of users or business critical functions affected).	2	Within one business hour	Work immediately and continuously during business hours until resolved.
Limited Service Degraded; limited number of users or functions affected, business processes can continue with a minor departure from normal operations (possible workaround).	3	Within two business hour	Workaround within two business days; resolution within five business days.
Single user issue (default); Business processes can continue, workaround possible.	4	Within two business hour	Resolution within ten business days.

Help Desk Support Business Hours*

Weekdays, 8:30 a.m. to 5:00 p.m. MST, excepting **MSP** Holidays and associated official Federal weekday holidays. **MSP** will respond to **Client's** Tickets during Business Hours and with best efforts after hours or on holidays. All Tickets will be assigned a priority based on impact and urgency, and the priority will dictate response times, and **Client** shall allow **MSP** the amount of time defined in the response time matrix above to respond to a service request. Tickets that are assigned higher priorities will receive on-site service when necessary on a first-come, first-serve basis.

MSP Holidays*

New Year's Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day and Friday after Thanksgiving
 Christmas Day and closest weekday

Service Rates & Information*

Reactive "Engineer" and "System Technician" work	Included
"Project Services" work (change requests)	Standard Rate
Emergency and After-Hours Service, two-hour minimum	1.5x Standard Rate
Holiday Service, four-hour minimum	1.5x Standard Rate

***Service Rates, Support Business Hours and Holidays may be updated from time to time. For current rates and business hours, please contact our offices or your account representative. Current MSP Rates and Holiday supersede any Rates in this Addendum.**

Client agrees that all support services requested by Client outside of regular business hours will be billable from the time that MSPs staff is contacted and/or engaged by Client or MSP on-call service.

Response times above apply only to reactive work submitted to the Help Desk team through approved channels listed previously.

3. **Billing – Client** will remit payment via automatic withdrawal from checking at the beginning of each month. In the event customer requires invoicing for Requested Services, **All Mountain Technologies, LLC** requires an amount equal to the monthly invoice for Requested Service to be paid in advance in addition to the first month's payment upon completion of **MSA**. In the event of termination this amount will be credited towards the final month of Requested Service. Any late payments for invoiced services beyond the 1st of the month will be accessed a daily late charge based on an annual rate of 15% of the amount outstanding. Non-payment will result in temporary stoppage of Requested Services; **Client** will have 30 days to make payment or services will be suspended until all payments are made in full. In the event payment is not received within 60 days, **Client** will forfeit the last month's payment and all **All Mountain Technologies, LLC** Requested Services will be removed from **Client** network. All outstanding invoices will be owed in full.

One-Time Charge/Onboarding – A one-time onboarding fee of \$ 4500.00 will be due upon execution of this **MSA** in order to set up in **MSP** systems and begin the service.

Fees- Fees will be \$ 4500.00 per month plus **applicable** taxes, invoiced to **Client** on a monthly basis, and will become due and payable on the first day of each month. Requested Services will be suspended if payment is not received within 10 days following date due.

Fee Increases- This contract has an automatic 5% increase yearly and **All Mountain Technologies, LLC** reserves the right to revise fees at any time. **All Mountain Technologies, LLC** will provide the **Client** of the updated fee's, other than the automatic yearly increase, fifteen (15) days prior to the next month's invoice.

Taxes. **Client** is responsible for all local, state, or federal sales, use, value-added or other taxes based on work or Requested Services provided under this Agreement. **Client** will pay all such taxes as may be imposed upon **MSP** or **Client**, except income withholding taxes imposed on **MSP**. **Client** is liable for any new or altered taxes, duties or charges imposed after the Commencement Date in respect of the supply of products or Requested Services.

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this **MSA**. **Client** shall pay any such taxes unless a valid exemption certificate is furnished to **All Mountain Technologies, LLC** for the state of use.

Third-Party Providers- Service billing will not be inclusive of Third-Party Charges incurred in provision of the services unless indicated otherwise in this **MSA**. Third-Party Provider resources delivered through **AMT** will be invoiced based on billing cycle of Third-Party Provider and may be in advance or in arrears. **Client** is liable for all Third-Party Services **MSP** engages on their behalf and, based on Third-Party Provider billing cycle, **Client** may have further Third-Party Provider invoicing subsequent to termination of Services. Pricing from Third-Party Providers is subject to change. **Client** will be notified by us with 30-day advanced notice of price changes by the Third-Party Providers and the invoicing will be modified to reflect the change.

Discount: The prices above, as well as, all **SOWs**, proposals, and invoices include an assumed 3% cash payment discount. ACH is considered cash payments and will keep discount. Invoices paid for by any means other than ACH, will forfeit their 3% discount.

Termination:

Client may terminate this Agreement, an **SOW** or an Order if **MSP** commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from **Client**. Agreement cannot be terminated while an active **SOW** or Order is in process of actively being worked on by **MSP**. Further, some of our Third-Party Vendors including Microsoft charge annual Licensing Fees. The services and products offered by these third-party vendors may require **MSP** to purchase certain "per seat" licenses from these third parties to provide **Client** with these applications (i.e. Microsoft 365, Office 365). As per their requirements, the licenses cannot be canceled once they are purchased and cannot be transferred to any other customer. If **MSP** purchases a license for **Client** on an order, then those licenses will require a one (1) year term, or **Client** may be assessed additional monthly fees for purchasing month-to-month licensing instead of committing to the one (1) year term. For that reason, **Client** understands and agrees that regardless of the reason for termination of the Services, **Client** is required to pay for all applicable licenses in full for the entire term of those licenses. It is the **MSP's** understanding that once the license is paid in full, **Client** will be permitted to use the applicable applications until the expiration of the license terms, even if **Client** moves to a different technology services provider.

4. **Limitation of Liability- All Mountain Technologies, LLC** aggregate liability arising from or out of or relating to Requested Services rendered under this **MSA** and subsequent **SOW's** shall be limited to the fees paid under this **MSA** and subsequent **SOW's** for the previous three (3) months.

5. **Scheduled Equipment/Products Included (Hardware and/or Software)**

Scheduled Equipment Hardware shall be limited to the hardware under **MSP RMM** (Inventoried periodically with this inventory available upon request).

It is agreed that the Scheduled Equipment covered under this **MSA** may change from time to time during the course of the **MSA** term as the **CLIENT's** needs dictate and that either new machines are added or old machines are decommissioned from the **CLIENT's** network. Any systems ADDED must be On-boarded by the **MSP** by installing the RMM software onto it and any systems REMOVED must be off-boarded by the **MSP** by uninstalling the RMM software.

6. **Third Party Providers(s)** – To enhance the Requested Service Offerings provided by **All Mountain Technologies, LLC** to **Client**, **All Mountain Technologies, LLC** may utilize third-party providers for certain services. In addition to **All Mountain Technologies, LLC**, **Client** MAY BE legally bound to the third-party provider's Terms and Conditions. The third-party provider and link is available at our web site at <https://www.allmntntech.com/legal-thirdparty/>. **Client** may also be subject to and any other agreements and documents presented by the third-party provider that are required to provide the services, each as amended by the third-party provider from time to time.

The links are being provided with **MSP** best effort and as a courtesy, **Client** should monitor the links for the 3rd Party Providers to determine if they have the most current Terms and Conditions.

Third Party Providers may be changed/replaced during the service period. We will inform you via e-mail of the change and advise of the new terms and conditions link for such services.

7. **The term** of the **MSA** shall be for an initial period of 12 months OR 1 years, with the option for renewals. The **MSA** will, without any further act or formality on the part of either Party, on the expiration of the Initial Term or any renewal term, be automatically renewed for a subsequent one-year term beginning on the day immediately following the end of the current Term (each a “Renewal Term”) or Renewal Term unless notice of termination of at least 60 days before the Expiration Date or any Renewal Date is provided to **MSP** by **Client**. Each party shall give the other written notice of its intent to terminate this Agreement no later than sixty (60) days prior to the current term’s end date. Failure to provide written notice of termination not less than sixty (60) days prior to the current term’s end date shall constitute intent to renew this **MSA**.

8. Cancellation-

MSP may: (a) terminate a specific Order if **Client** fails to pay any applicable fees due for that Order within 30 days after receipt of written notice from **MSP** of non-payment; and/or (b) terminate this **MSA** or an Order if **Client** commits any other material breach of this **MSA** and fails to cure such breach within fifteen (15) days after receipt of written notice from **MSP**. If an Order for Services is terminated, **Client** will promptly pay **MSP** for Services rendered, and expenses incurred through the termination date including but not limited to any Early Termination Fees.

Client may (a) terminate this **MSA** or a subsequent **SOW** if **MSP** commits any other material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from **Client**; and/or (b) terminate after current **Term** for any reason with sixty (60) days written notice to **MSP** prior to commencement of subsequent **Term(s)**.

Early Termination Fee: In the event **Client** terminates this Order Form for any reason other than **MSP**’s uncured material breach as allowed in the Agreement, **Client** shall pay an early termination fee equal to seventy-five percent (75%) of the remaining monthly charges for the partial or whole months of the service term that would have remained after the effective date of termination. The parties agree that the charges in this Section are a genuine estimate of **MSP** actual damages and are not a penalty.

9. Assignment-

Neither this Agreement nor any attachment hereto, nor any right created hereby or thereby is assignable by **Client** whether by operation of law or otherwise without the prior written consent of **MSP**. **MSP** may assign this Agreement to a subsidiary or other entity controlled by it or to any successor (by merger or otherwise) to all or substantially all of its assets.

10. Terms and Conditions Custom Modifications:

N/A

Always-On Managed Services v.23

ACH Payments are required for monthly services

Monthly Recurring Service Fee:	\$ 4500.00 (due May 1)
One-time Onboarding/Setup Fee	\$ 4500.00
Total Due on Signing	\$ 4500.00

This **MSA** is effective only upon execution by **All Mountain Technologies, LLC** and **Client**. Each party hereto warrants and represents that this **MSA** and the Terms and Conditions constitute the legal, valid, and binding obligation of such party as of the **MSA Effective Date**.

The Terms and Conditions with its provisions and obligations incorporated into this MSA can be accessed at: <https://www.allmntntech.com/legal-MSA/> Sign below to indicate your acceptance, of both the Terms and Conditions and MSA and we'll do the same.

Client Signature (by authorized representative)	
Signature:	
Name:	
Title:	
Date:	
All Mountain Technologies, LLC signature (by authorized representative)	
Signature: 	Sales Rep: Robert Bruce
Name: Robert Bruce	Sales Rep Email: rob@allmntntech.com
Title: CEO	Region:
Date: 03 / 30 / 2023	Division:

EXHIBIT A –Trial Period

MSP may offer an introductory trial period – usually 90-days but specified in 7. **The Term** - of services to potential **Clients** to foster trust and engagement.

MSP will offer an estimated monthly support price to **Client**.

Installation/Configuration charges for Services/Onboarding equal to one month of proposed Service due at signing.

Client will be onboarded/supported under the Terms of Always-On-Plus for three (3) months.

The purposes of the trial are:

1. For **MSP** and **Client** to work together quickly
2. For **MSP** to better understand how **Client** works and assess **Client** systems more thoroughly
3. To foster **Client** engagement in AMT Always-On Services without long term commitment
4. For **MSP** to gather hardware information without pre-engagement charged audit
5. For **Client** and **MSP** to confirm they are aligned in intangibles (culture, etc.)

At or near the end of the 90 day trial, **MSP** and **Client** will schedule a review in which the following will be discussed:

- Service review – what resources from **MSP** did **Client** consume, is agreement right-sized?
- Projects discussion – Recommendations **MSP** may have for **Client** to improve supportability or function of IT environment given better understanding the Trial Period allows
- In order to continue the engagement a new **MSA** may be generated and executed at this time

MSP may propose a rate change or **MSP** may suggest Project Services

Only if **Client** and **MSP** are in agreement on moving forward together will rate will be finalized for the agreed upon first **MSA** Term and a new **MSA** may be finalized where Initial Term is then defined as **MSA** Effective start date.

After or before the end of the Trial Period or subsequent to Trial Period Review discussion, either **Client** or **MSP** may give 30 days notice for termination of services for any reason at any time.

EXHIBIT B – Business Continuity/Backup/Disaster Recovery Services

This **Exhibit B** applies to any Back Up and Disaster Recovery Services identified in an **MSA** or **SOW**. The services described in this Exhibit are “**Back Up Services**” Capitalized terms used in this Exhibit that are not defined in this Exhibit have the meaning given to the term elsewhere in the Agreement or another Exhibit.

1.0 Services Description

1.1 The service is designed to provide a complete Backup and Disaster Recovery (“BDR”) solution for all Windows Servers running currently supported operating systems per the “Server Selection Detail Addendum” attached hereto as Addendum 1. The solution is fully managed and monitored to help ensure successful outcomes in the event of a disaster.

1.2 The service is provided by the installation of an on-site Network Attached Storage Server device (“NAS”) that acts as a local storage device and stand-by server in the event of a server failure.

1.3 Incremental backups of protected servers are sent to the NAS every hour Monday-Friday 8am-5pm or per defined **Client** Business Hours and, minimally, at least daily throughout the nights and weekends (or hours not defined as **Client** Business Hours).

1.4 Files are compressed to save storage space and ensure that backup times remain as short as possible.

1.5 The data is 256-bit encrypted and stored locally on the NAS to enable fast local restores. Only **MSP** and the **Client** (through **MSP**) have access to the encrypted data.

1.6 The data is also 256-bit encrypted and transmitted off-site to remote storage facilities for disaster recovery purposes.

1.7 Full recovery of data as of the last successful off-site transfer will be available for recovery from the off-site remote storage facility in the event of a total site catastrophe, where both the NAS device and protected servers are lost or destroyed.

1.8 The NAS unit has a full hardware warranty and is guaranteed to be free of defects and will be repaired or replaced at no cost to the **Client** as long as this Exhibit remains in effect.

1.9 Backup successes and failures are monitored by **MSP** 24x7x365 and **Client** shall be notified if backups fail due to device failure. **MSP** will take corrective action at the next time available to perform backup troubleshooting and resolution services pursuant to the Order Form being signed in conjunction with this service.

1.10 Remote Storage Facility Features:

- Highly redundant storage with backup images stored at the data center at the primary facility, and for server instances hosted in the data center by **MSP**, backups are then replicated to the secondary location.
- Connectivity is provided by multiple providers with automatic failover capabilities.
- Facilities provide multiple fiber optic network drops for our backbone.
- Network is secured with high-end redundant, automatic failover firewalls.
- Fire suppression and environmental control provided.
- Automatic backup power provided by on-site generators and UPS systems.

1.11 Retention Periods:

- Base Image – offsite and local
- 120 most recent successful Restore Points – approximately 30 days - stored off-site
- 7 days Incremental Backups successful Restore Points (usually up to 4 Restore Points daily but at a minimum 1 daily) – on local NAS device.
- The Off-Site **Recovery Point Objective (RPO)** will be the last data uploaded successfully from **Client** site.

1.12 Routine Testing:

- Images of protected servers are verified weekly to ensure integrity.
- All protected server's images undergo a backup image and backup chain integrity test process monthly, where the initial image and existing subsequent backup images are tested for corruption.
- Any protected servers with image integrity verification failures will be investigated and troubleshoot for backup problems and resolved. Resolution may require starting over with a new initial seed image. The cost of this service is identified in the Order Form being signed in conjunction with this service.

1.13 Recovery Time Objective (RTO):

- Small amounts of individual files on protected servers can typically be restored within minutes. Larger amounts of files or files that are larger in size can take longer.
- In the event of a server failure, the NAS typically can have a failed server running on the most recent backup image within 30 minutes. Sometimes complications can result in additional time to recovery, but every effort to recover the failed server shall be made as quickly as possible.
- Total server restores can be performed from the NAS back to a new virtual machine or new "bare metal" server instance. The amount of time to perform a restore will depend on the transfer rate of the data and the environment it is being transferred within and can take days for the data transfer to complete.
- In the event of a site disaster, the off-site remote storage facility allows same day provisioning and virtualization of protected servers for up to 30 days per year at a cost of \$400 to configure and network each server in the environment. Additional hours beyond the included amount are \$250/day per server.
- For an additional cost, a new NAS can be configured with data from the off-site remote storage facility using the most recent image if the NAS is destroyed in a site disaster.

1.14 Loaned/Rented Equipment

- **Client** agrees that the NAS unit utilized by **MSP** in the execution of this service shall remain the property of **MSP**, and must be returned if requested and is considered HAAS rental equipment. **Client** further agrees to cease the use of any technology that remains the property of **MSP** upon termination of this service.
- If the NAS unit is stolen, damaged or destroyed, the **Client** must pay **MSP** up \$5000.00 based on **MSP** then cost of replacement. **Client** should ensure that their insurance will cover this and any other recovery costs.

2.0 Termination of Business Continuity Services

Client or **MSP** may terminate this backup service with 30 days written notice at any time. If prior to the effective date of termination of this **MSA** or **SOW**, **Client** delivers to **MSP** a written request to have **MSP** deliver **Client**'s data to **Client**, then **MSP** shall deliver **Client**'s data to **Client** in a raw NTFS "files and folders" format copied to an external hard disk purchased by **Client**. Any databases will be exported via file level backups. Any costs or **MSP** engineer labor required by **Client** or third-party agent of **Client** to provide this data are not included in this Order Form and will be billable to the **Client**.

Upon termination of this **SOW** all **Client** data will be deleted and destroyed in accordance with **MSP**'s standard process, unless alternative arrangements are made by **Client** with **MSP** in writing.

Addendum 1
Business Continuity Server Selection Detail Addendum

Server Selection Detail indicates servers and devices backed up by this **SOW**.

Client environments inevitably change over time and changes in this data set should be expected.

Client Responsibility: **Client** is responsible for ensuring that **MSP** current Server Selection Detail contains all needed data. The Current Server Selection Detail is reflected in the monthly invoice from the **MSP**. If the Server Selection Detail data set is in error, missing anything, or in any way **Client** is responsible for creating a Service Ticket so **MSP** can properly address. Changes to the Server Selection Detail may incur additional or different costs.

Backed up Devices (name)	Included Data Partitions (default is ALL)	Description

bid/acceptance with AMT PM and project resources drawn from separate prepaid Project hours

Title	AMT Always-On Managed Services Agreement
File name	20230201 AMT MSA.docx
Document ID	6a58edeb340d76d27af38a1984f14b32503a4d44
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

Document History



SENT

03 / 30 / 2023

10:54:15 UTC-6

Sent for signature to Robert Bruce (rob@allmntech.com) and Kevin Aoki (kevin.aoki@townofeagle.org) from rob@allmntech.com
IP: 143.244.123.162



VIEWED

03 / 30 / 2023

10:54:35 UTC-6

Viewed by Robert Bruce (rob@allmntech.com)
IP: 143.244.123.162



SIGNED

03 / 30 / 2023

11:03:26 UTC-6

Signed by Robert Bruce (rob@allmntech.com)
IP: 143.244.123.162



INCOMPLETE

03 / 30 / 2023

11:03:26 UTC-6

This document has not been fully executed by all signers.



To: Mayor Turnipseed and Town Council

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

Date: April 11, 2023

Agenda Item: Eagle Downtown Development Authority (DDA) Tax Increment Investment Policy

REQUEST:

For Town Council to review the DDA's Tax Increment Investment Policy.

BACKGROUND:

In 2020 the Eagle Downtown Development Authority was established as a body corporate to develop and redevelop the Town's Central Business District ([LINK](#)). Under Resolution 44-2022, the DDA's Amended Plan of Development (Plan) was adopted ([LINK](#)). The Plan outlines potential development of public facilities or improvements to public or private property that will aid and improve properties within the DDA boundary. The Plan also authorizes for property tax increment financing as a financial source.

ANALYSIS:

The Eagle DDA Board intends to support projects, activities, and undertakings that achieve the "Downtown Eagle Strategic Priorities" outlined in the Plan of Development. The Tax Increment Investment Policy outlines the different ways the DDA is able to utilize tax increment revenues within Statute and the Plan and provides guidelines and risk management considerations for investment of tax increment revenue.

COMMUNITY INPUT:

This is not a public hearing item, and no public comment has been solicited or received.

BUDGET / STAFF IMPACT:

Town Council allocated \$16,250 to the 2023 DDA budget for Professional Services to be administered by Downtown Colorado, Inc. (DCI) and partnering public finance consultant, Troy Bernberg from Northland Securities.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This work aligns with the Strategic Plan's goal *Stimulate Economic Vitality and Development*, specifically in that the document supports the Downtown Development Authority.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to accept the Eagle Downtown Development Authority Tax Increment Investment Policy as presented.

ATTACHMENTS:

- Tax Increment Investment Policy



Tax Increment Investment Policy

BOARD OF DIRECTORS
EAGLE DOWNTOWN DEVELOPMENT AUTHORITY

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I. Introduction

Colorado Revised Statute (C.R.S.) §31-25-801 provides the legal framework for the Eagle Downtown Development Authority (“Eagle DDA”) while the formally approved Town of Eagle Downtown Development Authority Plan of Development (the “Plan”) serves as the plan of development for the DDA governing this Tax Increment Investment Policy (the “Policy”).

The Eagle DDA Board of Directors (the “Board”) intends to support projects, activities and undertakings that achieve the “Downtown Eagle Strategic Priorities” outlined in the Plan. This Policy outlines the different ways Eagle DDA is able to utilize tax increment revenues within Statute and the Plan and provides guidelines and risk management considerations for investment of tax increment revenue.

This Policy is intended to be reviewed regularly, at least once a year if not more. This ensures methodology; risk management; financing mechanisms and expenditures not previously contemplated are integrated when necessary.

For current reference and for the benefit of future Directors on the Board, the “Downtown Eagle Strategic Priorities” of the Plan (pages 5-6) are summarized below:

- Business Community Support
- Regulatory Environment
- Communications
- Experience Economy
- Access + Mobility
- Creative Placemaking

Supplementary and Accompanying Information for Reference with the Policy

- Colorado Revised Statute (C.R.S.) §31-25-8
- Town of Eagle Downtown Development Authority Plan of Development (the “Plan”)

The scope of this Policy is limited to contemplating the guidelines and risk management of the investment tax increment (regardless of type) received by Eagle DDA. Eagle DDA recognizes and acknowledgements the policies and procedures in place from other jurisdictions including, but not limited to the Town of Eagle (the “Town”) and Eagle County, for the regulation and approval of development projects including, but not limited to permitting, planning, and zoning, entitlement, bonding and insurance requirements. The Policy is intended to guide the Eagle DDA and its Board in implementing the Plan and should be considered in addition to any other regulatory and/or approval processes of involved jurisdictions.

II. Colorado Downtown Development Authorities

State statute (C.R.S. §31-25-801)

“The general assembly declares that the organization of downtown development authorities having the purposes and powers provided in this part 8 will serve a public use; will promote the health, safety, prosperity, security, and general welfare of the inhabitants thereof and of the people of this state; will halt or prevent deterioration of property values or structures within central business districts, will halt or prevent the growth of blighted areas within such districts, and will assist municipalities in the development and redevelopment of such districts and in the overall planning to restore or provide for the continuance of the health thereof; and will be of especial benefit to the property within the boundaries of any authority created pursuant to the provisions of this part 8.”

Power and duties of note:

- A DDA is a “body corporate and capable of being a party to suits, proceedings, and contracts, the same as municipalities in this state” (§ 31-25-803, C.R.S.).
- The Board can have “all the powers customarily vested in the board of directors of a corporation.” It can perform studies. The Board’s primary power is to plan (and with Town of Eagle (the “Town”) approval) implement “any plan of development, whether economic or physical” (§ 31-25-807(2)(d)(e), C.R.S.)
- The DDA has no tax power (it may receive the revenues from the 5 mills the Town can impose on its behalf, but does not have its own independent power to tax).
- The DDA has no eminent domain power.
- The DDA may hire staff, complete studies, make plans, and implement plans (§ 31-25-807(2), C.R.S.).
- The DDA may acquire property ((§ 31-25-808(1)(a), C.R.S.) and lease or sublease property ((§ 31-25-808(1)(c), C.R.S.).
- The DDA is permitted to borrow ((§ 31-25-808(1)(i), C.R.S.), although the Town is required to be issuer. Loans may be issued by the DDA. ¹
- The DDA Plan of Development and Budget are approved by the Town Council.
- The Board may impose rates, fees, tolls, rents, or charges for use of DDA property (or property under its control) (§ 31-25-808(1)(e), C.R.S.).
- The Board may receive revenue from other governments.

Please reference C.R.S. Section 31 Article 25 Part 8 for complete information of the governing statute for downtown development authorities.

¹ Subject to notification to the Town and approval by Town attorney.

III. Colorado DDAs – Available Tools for Tax Increment Expenditure

With the framework discussed in Sections I and II in mind, the primary tools for tax increment expenditure are summarized below.

Pay-Go/Cashflow Funding

Without the voter-approved 5 mill levy, Eagle DDA relies on tax increment revenues for operations and to implement an annual budget. Cash flow funding is any expenditure outlined in the budget including but not limited to personnel, programming, and minor capital improvements.

Development/Redevelopment & Reimbursement Agreements

Aside from budget spending, the Eagle DDA may elect to reimburse tax increment to applicants including, but not limited to developers, for projects that generate increment and community benefit under development or redevelopment and reimbursement agreements. Applicants whose projects are approved for funding are reimbursed a portion of the projected tax increment for eligible expenses qualified and approved by Eagle DDA.

Reimbursement is subject to certain agreed-upon project milestones being reached and/or the completion of improvements (e.g., certificate of occupancy). Performance measures improves the likelihood for project completion, although construction risk cannot be completely mitigated. There are some risks to an applicant not having the financial means to complete the project; however, project review and due diligence assesses this risk to avoid surprise or disruption.

Reimbursement agreements can be structured in a variety of ways to manage project and completion risk. Among many factors, these agreements outline agreed upon terms for the reimbursement amount; the maximum time in which tax increment may be reimbursed; the area in which tax increment is collected; and the manner and conditions under which tax increment is reimbursed. It's important to note an applicant can pledge its right to tax increment under a reimbursement agreement to a lender as a form of security for loan repayment.

Direct Borrowing - Loans

The Eagle DDA is permitted to borrow under C.R.S. § 31-25-808(1)(h)(II)(i) in the form of "...notes, bonds, or other evidence of indebtedness therefor....". Subsequent to voter approval (Ballot Issue 6D, 2020), Eagle DDA is authorized, but not required, to issue up to \$27,000,000 in bond principal; subject to a maximum repayment of \$47,079,661. The Eagle DDA may use proceeds of a borrowing to fund eligible improvements whether or not there is a reimbursement mechanism to an applicant. This allows Eagle DDA to participate in public improvements and amenities that are not necessarily tied to a specific development or applicant.

In exercise of its fiduciary duty, Eagle DDA is expected to collaborate with the Town, the issuer of debt as required by statute, in prudent due diligence of proposed financings and the financing partners (i.e., investment and/or commercial banks) in pursuit of achieving the lowest cost of borrowing at the most flexible terms and conditions available.

Eagle DDA's ability to borrow at the most attractive rate and terms available depends on its "creditworthiness." As its sole revenue source for debt repayment, tax increment is pledged as security for repayment of an obligation. The ability for tax increment to repay Eagle DDA's obligations in whole and on time determines creditworthiness which in turn factors into borrowing cost and terms.

In the early years of tax increment when multi-year collection history is not quite established, loans from the partnering municipality can be important for operational and start-up assistance.

Commercial banks, ranging from local, regional, and national, and particularly those with public finance expertise provide another common source of capital in the form of loan. Municipal lending or colloquially known as "the private placement market" is well established in Colorado with a broad audience of banks involved. With less tax increment history, lenders are more likely to require more restrictive provisions and covenants (e.g., higher interest rates, requirement for reserves, higher debt service coverage- see next section). Generally speaking, the less collection history to demonstrate creditworthiness, the more diminished the bank audience.

As tax increment collection matures and the creditworthiness of Eagle DDA improves, financing provisions become more lenient and borrower friendly (e.g., lower interest rates, reserves less likely or smaller in size). Moreover, Eagle DDA may expect more banks willing to participate in a financing and with increased competition rates and terms become more favorable. More participating banks may also increase the creativity brought to the mechanisms of a borrowing. One example is a line of credit financing available to Eagle DDA once tax increment is more established.

Bond Indebtedness

When appropriate, Eagle DDA may direct tax increment to pay for debt service (principal and interest) of bond or similar obligation issued for an approved project or combination of projects. Tax increment revenue bonds are generally issued over long terms such as 20-25 years depending on the nature of the project being financed. When the bonds are issued project proceeds are deposited with a third-party bond trustee for disbursement under certain conditions. Costs of issuance and debt service reserve (if needed) are also paid and funded from bond proceeds.

There are many parameters to bonding, but in general these four factors determine the size of the issue from a projected revenue stream:

- Interest rate – generally the higher the rate, the less principal can be borrowed from a projected revenue stream.
- Debt service coverage – this is not a covenant per se, but a mechanism to discount the projected tax increment revenue stream. A bond issue sized with a 150% coverage uses 66% of total projected revenue stream to pay debt service. Consequently, for every dollar of tax increment projected, Eagle DDA may only use 66 cents towards debt service. As tax increment collection matures, lower coverages allow Eagle DDA to use more of every tax increment dollar increasing the amount that can be bonded from a revenue stream.
- Term – when debt is sized using escalating revenues, the longer the term available for repayment, the more bond principal can be issued.

Bonds may be issued via public offering in which the bonds are sold as securities in the public municipal bond market. Alternatively, bonds may be privately placed with a single or small group of investors (often commercial banks).

Regardless of issuance method, Eagle DDA is ultimately responsible for the obligations it approves including bonds issued by the Town on behalf of Eagle DDA.

Tax implications are important as they dictate whether debt is issued as tax-exempt or taxable municipal bonds. Bond attorneys determine the tax status and provide a legal opinion if tax-exempt. As part of the analysis, bond attorneys consider the use of proceeds and source of debt service repayment. Moreover, bond attorneys consider the useful life of the asset to determine the appropriate term of financing.

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IV. Investment Policy

The Board has a fiduciary duty to the DDA, but also to the Downtown electors, for their support in DDA creation in November 2020 and moreover, their debt authorization in November 2021. Investments in projects will be considered a case-by-case basis that align with the parameters of the Plan. The nature of tax increment and the various investment tools available requires this Policy to provide a flexible yet effective risk management framework to accommodate projects and/or activities of all sizes and scope.

Without the voter-approval mill levy, the Board needs to balance its usage of tax increment and financing using different tools available. This includes but is not limited to ongoing operational needs and DDA programming; reimbursement agreements; loans and bonding. At this stage of Eagle DDA's life cycle, there are no "hard" figures applied to the percentage of tax increment revenues committed to each category. As tax increment collection is still being established, it's difficult to apply category percentages for the long term. Ranges of percentages, where appropriate, will be considered for flexibility and practicality. This allows the Board, in its discretion, to balance the portion of tax increment used as incentive and those funds identified for operational sustainability. The Board should expect to sharpen these figures as the DDA and increment matures, another reason to note for periodic review of the Policy.

Pay-Go | Cash Flow

Without a mill levy, Eagle DDA (at this time) relies solely upon tax increment for operations and programming. Upon receipt of tax increment in a special fund, the Board shall first consider operations and the sustainability thereof. To this effect, the Board shall:

- Continue to prioritize operations and program initiation per its annual budget; annual operational plan; and the Plan.
- Continue to leverage all grant opportunities for including, but not limited to small capital improvements as well as studies and planning.
- Retain a portion/percentage of tax increment revenues subject to any form of reimbursement agreement whether under contract directly with an applicant and/or related to a bond issuance, at the determination of the Board in furtherance and execution of Eagle DDA's goals and priorities for community benefit.
- Annually, identify and set aside an amount of tax increment received annually as reserve (i.e., contingency) with the intent to build a fund balance that's assigned for operational, capital and emergency needs.
 - o In the future, the Board may want to consider a fund balance policy.

As tax increment grows, the Eagle DDA may expand programming to include:

- Small grant and/or loan programs for business façade or property improvement for which there is an application; evaluation; and qualification.
- Form of application is provided in Appendix B.

Developer & Reimbursement Agreements

For larger projects/activities, Eagle DDA may consider utilizing tax increment as a reimbursement mechanism in consideration for improvements, redevelopments, activities, etc. that meet Eagle DDA's eligibility requirements. A reimbursement, under any agreement, shall:

- Meet all eligibility requirements including, but not limited to community benefit of the Plan and/or of the Board.
- Not exceed the amount of tax increment projected for the specific development or activity and is subject to a percentage (of tax increment projected) limited to eligible costs and other amounts as negotiated and agreed upon.
- Be limited in amount and/or in term, specific to the development/project and requested reimbursement amount, whether made in whole or in installments.
- Be subject to performance and/or completion milestones prior to reimbursement; and
- Be agreed upon and approved at the sole discretion of the Board, and by the Town of Eagle as necessary.

In the event reimbursements are made in installments, the benefiting applicant may elect to pledge those payments to a lender, leveraging an upfront amount to monetize the tax increment reimbursement revenues. These instruments often come in the form of commercial loans priced with a conventional (taxable interest rate). In these instances, the applicant shall be required to share details regarding the terms of the financing. Loan covenants/provisions can vary significantly, so this oversight ensures transparency and understanding of the terms to which the applicant is subject.

Bond Indebtedness

Under Colorado statute and with \$27 million of voter-approved debt authorization, the Board may approve investment of tax increment via a reimbursement agreement under which tax increment is used to repay debt service (principal and interest) on the issuance of a municipal bond issue (additionally approved and issued by the Town).

Bonding is appropriate for investment opportunities that are including, but not limited to:

- of significant size; and/or
- those that represent particularly catalytic projects; and/or
- those expected to provide significant tax increment revenues (from property and/or sales tax).

In consideration of issuing voter approved debt, an investment of tax increment (in the form of debt repayment), shall:

- Meet all eligibility requirements of the Plan and/or of the Board.
- Be issued subject to all applicable federal and state securities laws and regulations including, but not limited to a valid legal opinion issued by a bond attorney (with Colorado public finance expertise).
- Be issued by the Town of Eagle as required by Statute. In these circumstances, the Town serves in a conduit issuer capacity having no responsibility for debt repayment. Eagle DDA is the obligor, required to repay the obligation from tax increment revenues received.
- Anticipate a range of terms for principal amortization and debt repayment.
- Be subject to a tax analysis (e.g., private use test) determining tax status of bonds issued. A taxable issuance comes at a higher interest with more flexibility in the expenditure of proceeds.
- Conduct a cost/benefit analysis between a public offer sale method and private placement.

- Be issued only upon performance measures being met to the satisfaction of Eagle DDA and its Board.
- Consider forms of credit enhancement including, but not limited to:
 - o A debt service reserve (“DSR”). A DSR may be funded from bond proceeds or cash on hand. A DSR funded by bond proceeds is yield restricted to the bond issue arbitrage yield. DSRs funded with cash are not yield restricted. The conventional formula to determine the DSR requirement is the lesser of: *10% of par* (face value) of bond issue; *100% of maximum annual debt services* (MADS); *125% of average annual debt service*. A DSR may be funded at 100% of the requirement or at some lower percentage as agreed upon between the Eagle DDA, the Town of Eagle, and the bond underwriter.
 - o Bond insurance (for debt service protection). While not currently an option for tax increment bonds, bond insurance may be available in the future when Eagle DDA and tax increment is more established. A cost benefit analysis is conducted between the bond insurance premium and the lower interest rates that result from this enhancement. If the premium is below the difference in debt service with and without insurance, it’s worth pursuing bond insurance.
 - o Surplus Fund. This is a bond structuring mechanism that provides risk mitigation to the DDA and serves as additional security to a lender/investor. Once bond debt service is paid, the flow of increment accumulates in a “surplus” fund. This additional fund balance acts like an additional reserve in the event tax increment received is below what was projected.
- Include the Eagle DDA, as obligor on bonded indebtedness, in the consideration and selection of bond underwriters (registered broker/dealers) and other members of the bond issuance team including, but not limited to bond counsel and other necessary consultants as necessary for market/feasibility studies. As Colorado statute requires the Town to be issuer of bond indebtedness and not financially responsible for debt repayment, Eagle DDA should expect to have a say in the procurement of professionals directly impactful to the cost of borrowing including upfront costs of issuance.
- Require the use of a commercial bank trust department to serve as trustee and custodian of bond proceeds to exercise disbursements subject to performance measures and/or completion.
- Contemplate including, but not limited to:
 - o Various call or optional redemption provisions. Due diligence is appropriate to understand how different call provisions impact borrowing cost.
 - o Capitalized interest, if necessary, during construction.
 - o Surplus or sinking funds, in which excess funds are set aside to prepay principal.
 - o A line of credit disbursement and repayment structure.

Some of the components discussed above are requirements no matter the circumstances of a bond financing. However, the details of bond structuring noted above are illustrative and not meant to be considered in a one-size-fits-all approach. It is important to understand there are many components to structuring a bond so the Eagle DDA may appropriately inquire about the use of such -key features like those mentioned above and what options were considered for each.

V. Project Investment Program

The DDA Board of Directors considers investments in development projects within the DDA boundary which fulfill its Downtown Plan of Development. The DDA offers Project Investment opportunities with a program which gives access to Tax Increment Finance (TIF).

- Proposals are considered on a case-by-case basis and evaluated based on the ability of the project to further the goals of the DDA.
- Funding is at the discretion of the DDA Board: satisfaction of the criteria does not guarantee funding will be approved and, if approved, funds must be used on aspects of the project which have a direct community benefit and meets the goals/ strategies of the Downtown Plan of Development.
- For its investment, the DDA is able to secure an interest therein. Funding is typically used to create façade features, public amenities, life and safety issues and/or improvements in the public right-of-way (ROW) that would be infeasible without DDA funding.

Application Process

Applicants Must Meet Program Requirements

- Participation is limited to owners of real property within the territorial limits of the DDA, their lessees with the consent of the owners, or their authorized representatives.
- Applications will be submitted to the DDA, who will then disseminate such information to Town Planning, Building and other necessary staff for review and approval.
- Applications for tax increment reimbursement may be approved only by the DDA Board. Any approval will be subject to a financial review, project commitment, and negotiation. Approval may require the applicant to reimburse the DDA should the applicant fail to comply with the terms of the agreement.

Application Timeline

- All applications must be in compliance. The DDA Board will review project applications at a DDA Board Meeting as scheduled.
- Project Application Responses or request for more information will come after the DDA Board Meeting in which the application was initially reviewed.

Evaluation Criteria

Projects will be scored by the Eagle DDA Board utilizing the Scoring Matrix (Appendix A).

VI. Eligibility Requirements & Evaluation

In its fiduciary duty, and as outlined in this Policy, Eagle DDA will exercise its powers and uses of tax increment with prudence and diligence. To this end, the Eagle DDA Board shall consider the following eligibility criteria and evaluation guidance for the investment of tax increment. As the Eagle DDA expands its programming capacity, the following criteria will require accommodating amendments.

A tax increment investment via reimbursement, regardless of type or project, shall:

- Be of (and for) public benefit.
- Require due diligence of the applicant and the proposed project including, but not limited to project budget including contingency; proforma and feasibility; financial standing and capital access.

- Be considered on a case-by-case basis and evaluated based on the ability to further the goals of Eagle DDA and the Plan.
- Be subject to performance measures and/or completion including a certificate of occupancy prior to funding being released.
- Be considered for an exception to a portion of this Policy, under unique circumstances.
- Be approved at the discretion of the Board. Satisfaction of eligibility criteria does not guarantee funding is approved. And if approved, funds must be used on aspects of the project with direct benefit and meets the goals and strategies of the Plan.

Requirements for Application of TIF Reimbursement

- Applicants must be owners of or prospective purchasers under contract for the purchase of property within Eagle DDA's boundaries; their lessees with owner consent; or their authorized representatives.
- Applicants are required to meet with DDA staff and financial advisor to review project scope and review required submission materials.
- In addition to the due diligence requirements noted above, approval is additionally subject to receipt of any and all required legal documentation representing necessary approvals and agreements.
- Applications may be approved by the Board only and approval may require applicant to reimburse the Eagle DDA in the event the applicant fails to comply with terms of the agreement. Alternatively, the Eagle DDA may elect to require a construction bond or similar type of surety bond instrument to protect the DDA and its constituency against disruptions or financial loss due to the applicant's failure to complete the project or failure to meet project specifications.

Insurance

- Applicants will comply with all insurance requirements amongst all applicable jurisdictions including the Town of Eagle, Eagle County, and others as applicable.
- At all times prior to project completion, and within five-ten (5-10) days of request to provide proof of payment of premiums and certificate of insurance showing applicant is carrying and causing sub-contractors of any kind to carry insurance in amounts acceptable to Eagle DDA and in compliance with applicable jurisdictions.

Scoring

- As developed and prioritized by the Board, the matrix in Appendix A, shall be utilized in evaluating all aspects of tax increment investment. This scoring matrix is subject to the same periodic review and amendment of the Policy itself.

Legal review of all development and/or reimbursement agreements is required by Eagle DDA's legal counsel at the cost of the developer applicant. Legal counsel is expected to work in conjunction with developer counsel during negotiation and in document preparation.

Required Documentation

- Completed application (as provided in Appendix B). Applications and requirements may differ between small grant programs and larger development reimbursements or bonding proposals.
- Project narrative:
 - o Project description – property address and parcel number.
 - o Proposed uses of property and including net square footage of residential, retail, commercial, etc.
 - o Project timeline.
 - o Alignment with the Town of Eagle Downtown Development Authority Plan of Development.
 - o Design description and compatibility of proposed project with surrounding area and downtown district including connectivity and mobility (auto, pedestrian, and multimodal)
 - o Additional information addressing evaluation criteria (scoring matrix).
 - o Statement of need of Eagle DDA funding that includes economic potential of the project; any funding gaps; and reasoning for request.
- Funding request
 - o Total cost of project and amount of funding request.
 - o Evidence of financial standing and capital access. This evidence will be reviewed and approved before formal Board approval.
- Site information
 - o Photos of existing property and surrounding area.
 - o Project elevation/conceptual design including improvements in the public right-of-way; proposed site plan, if available, etc. Elevations must be provided by licensed architect.
- Project/development proforma
 - o Detailed project budget including hard construction costs including project contingencies and soft costs like those paid for design, developer and permitting fees.
 - o Statement of sources and uses to identify and evaluate applicant financing including proposed equity contributions.
 - o If property and/or sales tax increment is considered for reimbursement, the project's estimated sales per square foot of commercial space assists the Eagle DDA estimate sales tax potential.
 - o Construction schedule and milestones.
- Evidence of Good Standing
 - o Proof that all applicable taxes are paid in full, to date for the property owner(s) and business(es) associated with the project.

Upon submittal of the application materials, Eagle DDA will advise the applicant whether the application is complete or if additional information is needed for Board consideration. Eagle DDA and its financial advisor will then prepare a funding recommendation and board packet for Board consideration. At such Board meeting, the applicant will be asked to make a short presentation address Board inquiries and/or feedback about the project and the investment request. At the Board's discretion, the applicant may be required to present the design and project elements at a separate meeting prior to consideration of any funding request.

Funding Guidance

Once applicant eligibility is established, the Board determines the amount of tax increment investment in consideration for a project and/or improvement. The Board shall determine such investment amounts referencing the following parameters, whether under a development & reimbursement agreement or bond issuance:

- The projected total value of improvements.
- Tax increment revenues generated by the applicant's project over the term of reimbursement.
- The amount of eligible costs for:
 - o infrastructure improvements including, but not limited to public safety, accessibility, streets, utilities, parks, open spaces, parking, housing; and connectivity;
 - o façade improvements (if applicable); and
 - o public right-of-way improvements (if applicable).

Given the reliance on tax increment to fund operations, Eagle DDA reserves the right to support investments in amounts and percentages with consideration to the funding requisite for its budget including, but not limited to operations, programming, and capital expenditures. Growth in tax increment leads to operations stabilizing and more investment opportunities. This growth likely necessitates the Board's consideration of percentages applied to the parameters above and/or amending the parameters themselves. This becomes a resource management tool over time allocating investment (by amount or percentage) in alignment with strategic priorities. In turn, there is flexibility to consider higher funding amounts or percentages for projects exceeding the criteria, or vice versa.

The investment of tax increment via reimbursement – whether by development & reimbursement agreement or bond indebtedness - in any amount or percentage is subject to performance measures. This and other conditions to funding are negotiated between the applicant and Eagle DDA and then outlined in contract and legal documentation between the Eagle DDA and the applicant (and the Town with a bond issue). The condition of performance is defined including, but not limited to project milestones and/or project completion and issuance of a Certificate of Occupancy (if applicable).

Once performance measures are reached, the maximum amount, maximum duration, the terms, and manner of reimbursement will be agreed upon and included in contract and legal documentation between Eagle DDA and the applicant (and the Town with a bond issue). The Board may consider exceptions to the performance measures under unique circumstances. Nevertheless, the Board reserves the right to control and release those funds or assign such right to a commercial bank trust department depending on the project and investment tool utilized.

Eagle DDA reserves the right to deduct costs related to a reimbursement including, but not limited to feasibility; bond issuance; and related third-party services. Additionally, Eagle DDA reserves the right to deduct any cost of preparing the applicant's/investment's development agreement including its own review of legal documentation not to exceed \$10,000 (subject to change by future Board action).

Executive Session

During or upon Eagle DDA's consideration of an investment (via reimbursement or bond issuance), when negotiations occur, the Board is permitted to hold executive session at the consult of its legal counsel. An executive session may only be called at a properly noticed regular or special meeting where official action may be taken by Eagle DDA, and the executive session and purpose should be noted on the meeting agenda whenever possible.

For reference, specific sections of the Colorado Revised Statutes authorizing executive sessions include the following general categories. This is a general summary only. As it applies to a specific project or development, the Board shall consult with the statutes and its legal counsel as necessary.

§24-6-402(4)(a), C.R.S., Concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest. Exception: Not available where a member of the governing body has a personal interest in the transaction.

§24-6-402(4)(b), C.R.S., Conferences with an attorney for the public entity for the purposes of receiving legal advice on specific legal questions. Notes: 1) Mere presence of the attorney is not sufficient; 2) State topic of the legal questions in as much detail as possible without disclosing confidential information.

§24-6-402(4)(c), C.R.S., Matters required to be kept confidential by Federal or State law or rules or regulations (citing the specific statute or rule).

§24-6-402(4)(d), C.R.S., Specialized details of security arrangements or investigations.

§24-6-402(4)(e), C.R.S., Determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators.

§24-6-402(4)(f), C.R.S., Personnel matters, identifying the person or position to be discussed. Exception: Not available for the following discussions: 1) to discuss general personnel policies; 2) if the employee who is the subject of the executive session has requested an open meeting; 3) if the personnel matter involves more than one employee and all of the affected employees have requested an open meeting; or 4) to discuss any member of the governing body or the appointment of any person to fill the office of a member of the governing body. Note: Agenda and motion must identify the employee, by name or position.

§24-6-402(4)(g), C.R.S., Consideration of any documents protected by the mandatory nondisclosure provisions of the Open Records Act. Includes: medical records, personnel files, privileged documents, See §24-72-204(3)(a) for complete list.

Inclusion of Additional Property

Pursuant to C.R.S. §31-25-822, Eagle DDA is permitted to include property within its boundaries (not originally included in the Plan) provided the following steps are taken.

- This process is initiated by petition of the property owners to be included, who must provide evidence of title to and legal description of the property to the Board. Owners of land to be included.
- The petition is presented to the Board for consideration and review. The inclusion of new properties must align with the DDA's Plan. Once the petition is deemed acceptable, the Board will consider it for approval.
- With Board approval, the petition is then presented to Eagle Town Council for approval in which the ordinance approving the DDA will be amended to reflect the included property. Once the amendment is effective, the property is officially included in the DDA.

Spokesperson

There will be catalytic or particularly impactful projects/developments with high visibility in the community. In the interest of achieving consistent communication with the public and key stakeholders, the Board may appoint the Executive Director as spokesperson on the subject. Moreover, in accordance with §24-6-402(4)(e), C.R.S., the Board may designate the Eagle DDA Executive Director (if in place); the Board President; or an appointee to represent the Eagle DDA's interest in negotiations with the Town and/or other parties.

Policy Intent & Goals

In furtherance of this Policy and its guidelines, Eagle DDA shall:

- Partner/collaborate with any Town of Eagle or Eagle County personnel and/or any other governmental/non-profit organization for due diligence, strategic partnership for grant opportunities, inter-agency assistance, and other activities in furthering the goals of the Town of Eagle Downtown Development Authority Plan of Development.
- Periodically and proactively track the progress of development within its boundaries to ensure accuracy in reconciliation of the County assessor's annual August 25 tax increment report.
- Engage a financial or municipal advisor and/or a financial consultant with specific expertise, for the express purpose of reviewing, verifying, and reporting on the project/development proformas for each investment opportunity requiring such information.

Appendix A – Evaluation Scoring Matrix

To be included upon finalization, review, and adoption by the Board of Directors.

PROJECT INVESTMENT PROGRAM APPLICATION Prepared by DCI

APPLICANTS
Applicant name(s): _____
Address: _____
Primary Contact Phone: _____ Email: _____
Property Address (location where project is proposed): _____

Property legal description (or attach): _____

PROPERTY OWNER (if not same as applicant)
Name(s): _____
Address: _____
Primary Contact Phone: _____ Email: _____

PROJECT DETAILS
Please attach complete project description, pro forma (if applicable) project schedule, and permit info (if any).

How would you classify your project?

Construction ☐ New Projects ☐ Improvements	Non-Construction ☐ Events + Activities ☐ Beautification (Murals, Landscaping, etc.)
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What is the estimated project cost?
☐ Under \$10,000 ☐ Between \$10,000 and \$50,000 ☐ Over \$50,000

NON-CONSTRUCTION ONLY SECTION
(Construction projects only, please skip ahead to page 2: DDA Priority Areas)
Project Purpose: _____

Estimated Timeframe: _____
Project Partners: _____

EAGLE DOWNTOWN DEVELOPMENT AUTHORITY (DDA) PRIORITY AREAS

The following areas have been identified as priorities for Eagle Downtown, please indicate each area that your project may address and provide details as to how your project will enhance this area of work. Select all that apply.

☐ **Business Community Support**

Consider opportunities to enhance access to services and capital for business, collect data, and identify and catalyze underutilized assets. Identify and provide critical infrastructure and support to promote and develop successful business needs. *Provide Details:* _____

☐ **Regulatory Environment**

Streamlining solutions and minimizing barriers to build trust and investment from business and property owners. Aligning regulation and incentives to encourage public-private partnerships for investment in the community vision through infill, redevelopment, and re-use of existing buildings. *Provide Details:* _____

☐ **Communications**

Imparting or exchanging of information or news with an image building and informational component that includes arts, culture, and recreation. Downtown brand identity is the combined messaging transmitted via content, diverse platforms, logos, style and visuals. *Provide Details:* _____

☐ **Experience Economy**

Encourage the realization of emotion and entrepreneurial opportunity through interactive activities, events, and maker’s components. Enhance a person's time spent in a place with a unique and memorable experience. *Provide Details:* _____

☐ **Access + Mobility**

Assess the experience and accessibility of getting to and around downtown as a local or visitor. Focuses on multi-modal infrastructure and access in and around the downtown including parking, gateways, walkability, rideability, wayfinding + signage, etc. *Provide Details:* _____

☐ **Creative Placemaking**

Establish a sense of place through the strategic integration of art, the environment, design, recreation, and cultural activities. Engage locals to produce authentic and distinctive planning and development programming programs directed at local love of place. Create a connection to the community's sense of identity through visible symbols, messaging, and activities. *Provide Details:* _____

CONSTRUCTION PROJECT INFORMATION (For Construction Projects Only)

Est. Total Construction Cost: Private Sector Investment: Requested funding from DDA:
\$ _____ \$ _____ \$ _____

Proposed Construction (check all that apply):

- ☐ Building remodel area: _____ square feet
- ☐ Building addition area: _____ square feet
- ☐ New building(s) area: _____ square feet
- ☐ Other construction (specify details): _____

Existing Building Area: _____ square feet

Project Uses/ Tenant Information:

Commercial units: existing sq ft: _____ proposed sq ft. _____
Residential units: existing sq ft: _____ proposed sq ft. _____
Building Floors: existing: _____ proposed _____
Parking Spaces: existing: _____ proposed _____

List any existing or proposed tenant(s) and square footage:

Existing Tenants: _____

Proposed Tenants: _____

Do any existing tenants need to be relocated? _____

[Remainder of Page Intentionally Blank.]

Contact Information

Identify one person to serve as the contact for the application during the review process. This person will be notified by the DDA regarding comments and meetings and responsible for notifying other parties who may be involved in the project.

Name: _____
Phone: _____ Email: _____

Architect(s) & Firm:
Name: _____ Company: _____
Phone: _____ Email: _____

Contractor(s):
Name: _____ Company: _____
Phone: _____ Email: _____

Reference Information

Identify one person to serve as a reference for the application during the review process. This person will be notified by the DDA regarding previous experience and expertise related to the project.

Name: _____
Phone: _____ Email: _____

Certification

I certify that the information and exhibits I have submitted are true and correct to the best of my knowledge. In filing the application, I am acting with the knowledge and consent of those persons who are owners of the subject property or are parties to this application. I understand that all materials required by the Eagle Downtown Development Authority and must be submitted prior to having this application processed.

Please also attach/include ALL REQUIRED INFORMATION requested in the Project Investment Program document.

Applicant Signature

Property Owner Signature (if different than applicant)

Print Name, Title

Print Name, Title

Signature

Signature

For Staff Use:

Date application submitted: _____ Date application completed for review: _____

Eagle DDA Project Investment Program

Evaluation Scoring Matrix

The Tax Increment Financing (TIF) evaluation scoring matrix is based on goals and strategies of the DDA Plan of Development and the standards and criteria of the program. Applications will be evaluated by the DDA Board using this scoring matrix.

- Projects must meet the applicable TIF Investment Program standards and criteria.
- Projects determined by the DDA Board to significantly fill an unmet need downtown and/or achieve a score of more than 50% of total applicable score, may be eligible for additional funding.

Evaluation Categories

1. Project Location within the DDA (can be combined)

Location	Points Available
Broadway Street	5
Opportunity Development Site	4
Side Streets	3
Other District Location	1
Property Location / Engagement (two streets; corner, improved alley)	1
Sub Total (5 point max)	

2. DDA Priority Area Alignment

Priority Area of Focus	Points Available
Business Community Support	3
Regulatory Environment	3
Communications	3
Experience Economy	3
Access + Mobility	3
Creative Placemaking	3
Sub Total (9 point max)	

3. Existing Conditions

Existing Conditions	Points Available
The existing property's appearance and compatibility with surrounding properties is poor or has been continuously vacant (or vacant land or surface parking)	5
The existing property's appearance and compatibility with surrounding properties is fair or has been periodically vacant	3
The existing property's appearance and compatibility with surrounding properties is good or has had low vacancy	1
Sub Total (5 point max)	

4. Community/Housing Impacts (can be combined)

Project Extent	Points Available
Project creates attainable housing (More than 3 attainable units + 5 points)	5

Project adds for sale housing to Downtown	5
Project addresses housing at all price points, including both market rate and affordable	4
Project includes public, community amenities, such as parks, plazas, outdoor seating	4
Project creates market rate housing desirable to skilled workers including the Local Employment Residency Program (LERP)	3
Project includes private external amenities for tenants or residents (roof top, workshop, dog wash station)	1
Sub Total (27 point max)	

5. Project Design (can be combined)

Design	Points Available
Project includes a creative design that is an appropriate fit for the proposed location and is consistent with the downtown design guidelines (TBD)	5
Project has a pedestrian friendly, engaging street presentation (large, transparent windows, improved, wide sidewalks, streetscape amenities, etc.)	5
Preserve original facade or recreate	5
Signage per town rules	1
Sub Total (16 point max)	

6. Project Sustainability and Resource Conservation (can be combined)

(Projects are required at a minimum to meet applicable green building and energy code standards)

Sustainability and Resource Conservation	Points Available
Project receives LEED building certification or achieves certified green building principles	4
Project substantially exceeds applicable energy code standards	4
Project substantially exceeds applicable green building standards	3
Project integrates significant CPTED principles (review from CPTED evaluators)	3
Project incorporates infiltration-based green infrastructure such as distributed rain gardens, or low impact development techniques that infiltrate stormwater runoff and disconnect impervious areas in the site design	2
Project includes on-site recycling and/or composting receptacles	2
Project incorporates water saving measures above applicable code standards, such as high efficiency fixtures and xeric landscaping	1
Provide documentation of an innovative product or strategy that increases the sustainability of the project or community	1
Sub Total (28 point max)	

7. Transportation Impacts (can be combined)

Transportation	Points Available
Project incorporates significant infrastructure and amenities to encourage alternate transportation (i.e. bike facilities and storage, pedestrian connections)	5

Project adds 5 or more additional, non-surface public parking (available to anyone) into the District (More than 10 +5 additional)	4
Project adds 3 or more, on-street public parking spaces (available to anyone) through the Town's fee in-lieu program.	4
Project includes sustainability practices such as EV charging stations, carpool or shared-use vehicle parking, low-emitting vehicles	3
Project adds 5 or more additional private parking (building use) into the District	3
Bus Passes for residents	
Sub Total (20 point max)	

8. DDA Plan of Development Alignment (can be combined)

Plan of Development	Points Available
Public Impacts	
Project contains uses that extend to 18-hour/7-day activity Hours of Operation	5
Project is a mixed use development	4
Project includes creative placemaking elements	4
Sub Total (13 point max)	
Opportunity Areas	
Provides sale-tax collecting businesses	
Live entertainment, Music, Events	
Evening Hours	5
Projects with secured tenant	
Project adds primary employment (More than 10 employees +5 additional)	5
Project adds creative industry or culinary businesses	4
Project adds an arts & culture venue	4
Project fills a gap in uses in district (grocery/market +5 additional)	3
Project will retain at least 5 FTE jobs in the downtown district	3
Sub Total (29 point max)	

Total: _____ points

If the project has not secured any commercial tenants	130 points max
If the project has secured all commercial tenants	130 points max
If project has a mix of secured and unsecured tenants	152 points max



To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: April 11, 2023
Re: Town Manager Report

Outreach & Meetings – This report will provide an overview of recent participation in community outreach opportunities and regional and project-specific meetings. These events offer valuable opportunities to collaborate with stakeholders, stay informed on the latest developments, and contribute to the local community.

On April 12, the Eagle Valley Transportation Authority Board of Directors meeting will take place. Important topics that will be discussed include appointing a new board secretary, hiring and personnel committee, retreat follow-up, and marketing vendor selection. Additionally, the Tech Committee only exchanged emails on the draft agenda and did not hold a meeting.

Regarding the West Eagle Affordable Housing project, I met with Eagle County Manager Jeff Shroll on March 29. Jeff indicated that all proposed housing units will have deed restrictions for 80% - 120% of medium area income per household. This is a positive development for our community, and we will keep you updated on any further developments.

During the Eagle County Manager's monthly meeting on March 29, we discussed SB23-213 Land Use regulation mandates. CML has been sending out Action Alerts to all members to oppose SB23-213 Land Use, but CAST is approaching this from a different perspective and is working on adding amendments to the current draft bill to recognize rural mountain resort communities better. This is a prominent issue that might have impacted on our community, and we will keep you updated on any developments and what they will mean to the Town of Eagle.

Lastly, I participated in the State of Colorado presentation of the new Fleet-ZERO charging infrastructure grant program on March 31. The webinar provided valuable information on the new fleet infrastructure program's incentive structure, requirements, and application process. This is an excellent opportunity for our community to embrace clean energy and reduce our carbon footprint.

Economic Development:

We recently received eighty business survey responses, which will provide valuable insights into the needs and challenges facing our local businesses. We also discussed setting up stakeholder meetings with medium and large businesses to gain additional insights.

We continue to work closely with EPS and provide them with community data per their requests. One topic of discussion during our meeting was the economic dashboard and determining the right economic indicators to track moving forward. We have sent draft dashboard and community survey proposals to Chair Mick Daily and Vice Chair Kari Schroeder for their review and to them placed on the next EVC meeting agenda, scheduled for April 10.

Last week, EVC, DDA, and Chamber groups met to compare each other's goals and plans. This was done to ensure clarity and focus on the roles and responsibilities of each organization so that we can avoid overlapping efforts and fill any existing gaps. We also looked for opportunities to streamline our work and minimize demand for Town staff.

Administration & Organization update

We have successfully filled eight positions, including Code Enforcement Officer, Admin Tech II Finance/AP, Building & Buildings and Grounds Tech, Assistant Town Manager, IT Applications administrator, Water Operator, and two Street Operators. Our new hires bring a wealth of experience and skills, and we are confident they will contribute significantly to the smooth running of our community.

We have started advertising for Economic Development & Housing Specialist, Marketing, and Communications positions and have extended a conditional job offer to a Police Officer. We are committed to finding the most suitable candidates for each role.

We are excited to share with you a critical project that we are undertaking in collaboration with the Adam Palmer Fund. The Town of Eagle is developing a comprehensive energy and carbon usage database related to community and government operations. Kristen Hartel is leading this project and is utilizing ICLEI's advanced software program, which will allow for accurate and efficient tracking of our current and future community data inventory. This project is a significant step forward in our ongoing efforts to build a greener, more environmentally conscious community.

WORK SESSIONS:

To help the Town Council keep track of upcoming work sessions, below is a table of topics to discuss 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
January 3, 2023 (Meeting Cancelled)	
February 7, 2023 (COMPLETED)	Eagle River Park Discussion
February 21, 2023 (COMPLETED)	Mnt. Rec Board/Council - Eagle Outdoor Pool Discussion
March 7, 2023 (Meeting Cancelled)	
March 13, 2023 (COMPLETED)	Retreat/Work Session at Frost Creek.
April 4, 2023 (COMPLETED)	JOINT Meeting P&Z and Council ReCode.
May 2 nd , 2023	
June 6 th , 2023	
July 4 (Meeting Cancelled)	
August 8	
September 5	
October 3	
November 7	
December 5	
Request for Additional Work Sessions	Topic
May 30	Final ReCode Council meeting



To: Mayor and Town Council
From: Larry Pardee, Town Manager, and Department Leads
Date: April 11, 2023
Re: Department Updates for March 2023

ASSISTANT TOWN MANAGER

March 2023

Orientation:

- **Connecting with the team:** Met with many of the department directors and direct support staff. Spent time digesting the team's workflow, roles and most immediate opportunities to provide support.
- **Connecting and learning about commissions and committees:** Attended various council and committee meetings including MEAC, DDA, EVC, P&Z, OSRAC and Council and connected with the Mayor. Began identifying important opportunities to increase collaboration and support for the DDA, DBA, EVC and MEAC in service of the community and each group / organization's mission.
- **General policies and procedures:** Attended regular orientation meetings for onboarding including HR, finance and IT.

Staffing / Teambuilding:

- Met with and scheduled regular meetings with Kevin and Molly. Began learning more about their roles and all the incredible initiatives and events they lead.
- Reviewed job descriptions for the Communications and Marketing Specialist and Economic Development and Housing Specialist. Both positions have been posted and we have started to receive and review applications.

Legislative Research:

- Conducted research on the land use bill at the state legislature ([SB23-213](#)). Discussed potential impacts with Town Manager and neighboring community leaders.

FINANCE DEPARTMENT

March 2023

Administration/Financial:

- **Audits:**
 - **Workers Comp Audit:** Staff completed the 2022 workers compensation audit.
 - **Annual Audit:** Staff continue working on preparing for the 2022 Audit, to begin on 4/19.
- **Short Term Rentals:**
 - STR Permits – 21
 - STR Permits in process - 3
 - Revenue Collection:
 - January and February 2023: \$5,256 (*compared to 2022 Jan/Feb - \$3,080 – 70% increase*)
 - 2022 Total Collection - \$16,398
 - Short Term Rental identification, permitting process, revenue collection, and compliance are currently being handled with GovOS software. This software is \$10,000 on an annual basis. Payments are imported through caselle and then staff must complete monthly Journal entries to allocate 50% of the revenue received to Open Space since GovOS software is not able to allocate it directly. In 2022, the Town purchased a module through Xpress Billpay, called Forms which allows the Town to setup applications, permit renewals, and online payment methods, etc.

Staff has already built out forms so everything that is done in GovOS can be done in Forms (with the exception of identifying new STRs). Finance will be dropping all GovOS modules except for the identification and notification of new STRs which is approximately \$3,000 annually. This will be a savings of \$7,000 to the Town and will require minimal additional work. Forms allows for an allocation between the General Fund and Open Space, so staff will no longer have to make monthly journal entries.

Staff is still working on ironing out some details with GovOS but once we do we will be send email and mail correspondence to all STR permit holders and updating the Town's website with the new submittal information. Staff is hoping for a June 1st 'go-live' date.

- **New Employee:** Andrew Mundo, our new Accounting Specialist II, started on March 31st. Staff undated our process documents in March to prepare for onboarding. Finance is very excited about the additional capacity so we can continue to improve the finance department and Town with best practices, policy development, process improvements, budget development, etc.
- **Conservation Trust Fund:** Staff completed and submitted the 2022 annual Conservation Trust Fund report to the State.
- **Grants:** Reviewed all grant service proposals, assisted with interviews of finalists, drafting staff memo to Council, and review of contract with KLJ Engineering.
- **Budget:** Finance started working on the 1st supplemental budget for 2023 that will be brought to Council in Late April or Early May. This first supplemental will include 2022 rollover capital items or one-time projects that were not fully completed, as well as items that have been approved by Council in Q1 of 2023.

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID							
	2019	2020	2021	2022	2023	VARIANCE FROM PY	
JANUARY	303	205	230	249	285	36	14%
FEBRUARY	254	237	217	254	212	(42)	-17%
MARCH	326	234	247	243	264	21	9%
YEAR TO DATE	883	676	694	746	761	15	2%

Payroll/HR:

- Positions changes in payroll
 - 3 New Hire:
 - Street's Maintenance Tech
 - Assistant Town Manager
 - Accounts Payable – Admin Tech
 - No Terminations

Utilities:

- Finance met with Water and Wastewater staff to get a Q1 update on capital projects.
- Property Transfers – 15
- New Account Set Up – 4
- Utility Red Tags – 9
- Water Shut Offs – 0

Water Usage (In Thousands)								
MONTH	2019	2020	2021	2022	PRIOR 4 YEAR AVERAGE	2023	CHANGE OVER AVERAGE	
JANUARY	18,569	17,925	16,564	16,602	17,415	15,660	(1,755)	-10%
FEBRUARY	15,554	15,981	15,538	14,503	15,394	18,016	2,622	17%
MARCH	14,844	15,501	16,099	16,436	15,720	13,615	(2,105)	-13%
TOTAL YTD	48,967	49,407	48,201	47,541	48,529	47,291	(1,238)	-3%

Training:

- Connect General Ledger - Balancing Utility Management Clearing Account – Mark

Town Council Department**Budget to Actual:**

TOWN OF EAGLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOWN COUNCIL					
10-49-110 SALARIES & WAGES	3,550.00	11,150.00	45,800.00	34,450.00	24.5
10-49-142 WORKERS COMPENSATION	.00	36.95	59.00	22.05	62.6
10-49-143 HEALTH & INSURANCE BENEFITS	.00	.00	168.00	168.00	.0
10-49-144 FICA - EMPLOYER'S	271.58	852.98	3,488.00	2,635.02	24.5
10-49-225 UNIFORMS	.00	.00	300.00	300.00	.0
10-49-320 LEGAL NOTICES	.00	.00	500.00	500.00	.0
10-49-347 PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
10-49-371 TRAVEL EXPENSE	.00	.00	3,000.00	3,000.00	.0
10-49-372 MEETING EXPENSE	720.00	3,219.00	5,250.00	2,031.00	61.3
10-49-380 TUITION & BOOKS	.00	.00	2,800.00	2,800.00	.0
10-49-450 SPECIAL COUNCIL FUNDING	2,367.50	2,367.50	141,500.00	139,132.50	1.7
10-49-510 INSURANCE	.00	276.88	831.10	554.44	33.3
10-49-915 COMMUNITY REQUESTS	6,857.00	41,072.00	40,000.00	(1,072.00)	102.7
TOTAL TOWN COUNCIL	13,766.08	58,975.09	248,298.10	189,321.01	23.8

SPECIAL EVENTS & MARKETING

MARCH EVENTS

- Murder on Broadway, presented by EagleARTS

Marketing & Events Advisory Committee (MEAC)

- Discussed this year's Flight Days and the Town's collaboration with the Indigenous Wisdom Summit. The Theme this year is Music Takes Flight. We organized a Flight Days committee that will meet bi-weekly to help Staff with new ideas, gain sponsorship and implement a marketing schedule.

MARKETING

- EagleOutside.com - updating Events Calendar and Flight Days page call-to-action for vendors and parade participants
- Partnering with Markit Creative on collateral for town-produced events; Flight Days, Kids Bike Parade, Whitewater Wednesday, Community Table
- Designed in-house creative for Introducing Reducing!
- Daily Social Media posts on Facebook and Instagram
- Member of the Communications Committee that creates Eagle Today and Eagle Spirit (TOE employee newsletter)

ADMINISTRATIVE DUTIES

- Ensure all invoices are properly coded, routed and submitted to finance in a timely manner
- Flight Days - Inquire about new activities, entertainment, musician availability. Pursue previous vendors, sponsors, and parade participants.

MEETINGS

- Eagle Vineyard Church to discuss Plan B for the Easter Egg Hunt, ice rink is still a prominent feature at Town Park. I gave them the bunny costume donated by Beaver Creek Resort Company.
- Jeremy Gross to partner with Whitewater Wednesdays and brainstorm new event ideas at the River Park.
- Mike Mather from Swift Water Rescue to confirm availability for youth whitewater safety event July 21.
- Kyle Jessup from Alpine Kayak to partner with Swift Water Rescue on youth water safety. Kyle will provide the equipment.
- EagleARTS - Tara Novak and Jennifer Filipowski to discuss future of ARTwalk; requesting to produce just one event with the awarded MEAC funds
- Jennifer Collins to review sitemap for Cleanup Event at Brush Creek Pavilion parking lot, May 20
- Kim Greene from Vail Health Trauma Prevention Services, collaborating with VH to offer a free PFD station at the River Park. VH will provide coast guard approved PFDs in various sizes, youth & adult.
- Lachie and Farnham on ideas for future events at the River Park.
- Kim Fritzler to discuss how Slifer can partner in the Community Table located in Eagle Ranch, AUG 20
- Monthly meeting with Tipi Raisers to discuss Flight Days schedule with the Indigenous Wisdom Gathering; Native drummers "drum in" horse riders and ceremonial tipi raising on Friday, June 23
- Met with Weston Arbogast to partner with on Eagle's Got Talent, a musical showcase for Flight Days
- Bi-weekly meeting with Flight Days Committee; Holly Snyder, Kim Fritzler and Lizzy Owens

UPCOMING EVENTS

April	
8-Apr	Easter Egg Hunt
May	
6-May	Highway Cleanup
May 6 & 7	Vail Lax Jam
20-May	Dynafit Boneyard Boogie Trail Run
20-May	The Cycle Effect - Bikes & BBQ
20-May	Town of Eagle - Clean Up Day / Hard2Recycle
30-May	Brush Creek Elementary Biathlon
31-May	VRD Mountain Bike Race Series



TOWN OF EAGLE INTRODUCING REDUCING!

Town of Eagle is excited to announce our new Vail Honeywagon curbside program. This new service includes trash, single-stream recycling, and curbside compost.

WHAT DOES THIS MEAN TO YOU?

- YOUR CURRENT 96-GAL TRASH CONTAINER BECOMES YOUR SINGLE-STREAM (SS) RECYCLE CONTAINER
- YOU WILL RECEIVE A NEW 64-GAL BEAR RESISTANT (BR) TRASH CONTAINER
- YOU WILL ALSO RECEIVE A 32-GAL BEAR RESISTANT ORGANIC COMPOST CONTAINER
- MONTHLY COST \$41.75



QUESTIONS?

Please contact Jennifer Collins
jennifer@vailhoneywagon.com
970.476.3511



VAIL
HONEYWAGON
Rubbish & Recycling

COMMUNITY DEVELOPMENT

March 2023

LONG RANGE PLANNING

- **ReCode Eagle – The Land Use and Development Code (LUDC) Update**
 - o The Code committee met 4/4/23 to continue discussing design standards and the consolidated draft. Meeting materials can be accessed here: ([LINK](#)).
 - o Town Council and the Planning & Zoning Commission held a joint work session on 4/4/23 for a high-level update and to provide guidance on specific questions from staff & Clarion. Meeting materials can be accessed here: ([LINK](#)).
 - o Staff and consultant review is ongoing with the goal to publish the consolidated draft for the community by 4/17/23.
 - o The public outreach schedule has been finalized with the following events. Additional details with location and times forthcoming. More information will be available on the Town's website, ReCode Eagle project page, social media, Eagle Today, Vail Daily, radio ads and more.
 - Coffee & A Convo Series: 4/19/23, 5/3/23 and 5/10/23
 - Eagle Chamber's Third Thursday Mixer 4/20/23
 - ReCode Eagle Open House 5/3/23
 - 2nd Friday ARTwalk 5/12/23
 - o In addition to the above public outreach schedule, staff and Clarion will be reconnecting with various stakeholder groups including local developers & builders, Eagle Chamber, DDA & DBA, EVC, OSRAC, MEAC, Climate Action Collaborative, Eagle Police Department, Greater Eagle Fire Protection District and Colorado Parks & Wildlife. Town Council and the Planning & Zoning Commission will continue to receive updates throughout their regularly scheduled meetings until adoption.
 - o Adoption schedule:
 - Town Council Workshop (tentative): 5/30/23
 - Planning & Zoning Commission Recommendation hearing: 6/6/23
 - Town Council Adoption hearing: 6/27/23
 - o As public drafts of sections of the new Code become available, community members can view these resources at www.Townofeagle.org/ReCodeEagle.

LAND USE APPLICATIONS IN PROGRESS

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

- **SU23-02: Vibrant Health of Colorado Special Use Permit**
 - o A request to operate a medical clinic in the Commercial Business District. The applicant is moving into a 108 sq ft unit at 217 Broadway #4.
 - o Public hearing schedule:
 - Planning & Zoning Commission: 4/4/23
 - Town Council: 4/11/23
- **SS23-01: North Broadway Subdivision Sketch Plan**
 - o A request to review a conceptual plan of a high-density mixed-use community with 135 apartments and up to 257 dwelling units.
 - o Tentative public hearing schedule:
 - Planning & Zoning Commission: 5/2/2023
 - Town Council: 5/23/2023

ADDITIONAL UPDATES:

- Staff has successfully hired a new Code Enforcement Specialist, Nick Deering. Nick begins on 5/1/23 and will perform a hybrid role assisting both Eagle Police and Community Development.
- In support of the Comprehensive Affordable Housing Assessment ([CAHA](#)), staff has been collaborating with Community Builders on a toolkit training session for early summer. The training would focus on the CAHA's recommended strategies, both near- and long-term, and how Eagle can begin implementing these tools. Additional details forthcoming and we encourage elected and appointed officials to attend. For more information on Colorado Division of Housing's Toolkit Program, visit the link here: ([LINK](#)).

MAJOR CONSTRUCTION PROJECTS

Business Name	Location	Status
Second Street Tavern	127 W Second St.	Building permit issued and construction in progress. Interior remodel of existing space and use of outdoor patio is deferred until additional restroom/fixture provided.
Foodsmith	318 Broadway	Permit issuance pending. *Noteworthy: Retail food sales & cooking class.
Eagle Fire Station	425 E Third St.	In progress going through inspections. Approximately 65% complete.
Eby Creek Apts.	435 Eby Creek	In progress with all framing substantially complete.
Hockett Gulch Apts.	16186 Hwy 6	Full building permits issued for two of six buildings (Building #2 at 102 Mount Eve and the Clubhouse at 40 Mount Eve). Foundation approved for the fourth of six buildings. Noteworthy: Foundation-only permits issued for the remaining four buildings.
410 Broadway Project	410 Broadway	In progress with exterior front brick wall covering just completed. Trades contractors currently installing mechanical, electrical, and plumbing systems in walls and ceilings.
City Market Remodel	0103 Market St	Interior work completed. Parking lot improvements (re-configuration) still pending.
Eagle River Park Pavilion	200 Fairgrounds Rd	In progress, framing nearly complete. Waiting on steel installation at roof system.
Flower Hound	115 E Second St	Permit issued; inspections in progress.
Wanderlust Dog Ranch	45 Eagle Park East	Project completed.
Knapp Ranch	717 Sylvan Lake	Minor kitchen alteration.
Haymeadow	91 Mountain Hope Circle	All plan reviews complete. Issued foundation permits for Buildings A, B, and D.
Habitat for Humanity	3 rd Street	Pending – formal submittal forthcoming.
Stone Concepts Warehouse	85 Marmot Ln	Pending – formal submittal forthcoming.

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

**** YTD figures are currently unavailable and will be provided to Town Council on 5/2/23.**

TYPE OF WORK PERFORMED	EOY 2022	YTD 2023
Inspections (n/i Planning, Public Works)	1,308	261
Permits Processed	465	66

TOWN COUNCIL AND PLANNING & ZONING COMMISSION MEETING SCHEDULE:

April 2023
April 11 th (Town Council) • SU23-01 Vibrant Health SUP
April 17 th (LUDC UC) • Full Draft Review
April 18 th (Planning & Zoning Commission) • ReCode Eagle – Detailed Chapter Discussion
April 25 th (Town Council) • ReCode Eagle Status Update
May 2023
May 1 st (LUDC UC) • <i>Agenda forthcoming.</i>
May 2 nd (Planning & Zoning Commission) • ReCode Eagle – Detailed Chapter Discussion • <i>Tentative: North Broadway Subdivision Sketch</i>
May 9 th (Town Council) • ReCode Eagle Status Update
May 15 th (LUDC UC) • <i>Agenda forthcoming.</i>
May 16 th (Planning & Zoning Commission) • ReCode Eagle – Detailed Chapter Discussion
May 23 rd (Town Council) • ReCode Eagle – Detailed Chapter Discussion • <i>Tentative: North Broadway Subdivision Sketch</i>
May 30 th (Town Council Special Meeting) • <i>Tentative: ReCode Eagle Workshop</i>
June 2023
June 6 th (Planning & Zoning Commission) • ReCode Eagle Recommendation
June 13 th (Town Council) and June 20 th (Planning & Zoning Commission) • <i>Currently no land use files.</i>
June 27 th (Town Council) • ReCode Eagle Adoption

POLICE DEPARTMENT

March 2023

2023 March Calls for Service: 942

2023 January-March: 2,910

2022 March Calls for Service: 983

2023 January-March: 2,783

<i>Agency Assist -- 8</i>	<i>Fraud -- 3</i>
<i>Assault -- 3</i>	<i>Harassment -- 7</i>
<i>Burglary -- 0</i>	<i>Juvenile/Family Incident -- 4</i>
<i>Burglary False Alarm --9</i>	<i>Missing/Recovered * Juvenile -- Adult- - 2</i>
<i>Child Abuse Investigations -- 0</i>	<i>Motor Vehicle Crash/Assist -- 20</i>
<i>Citizen Assist -- 25</i>	<i>Narcotics -- 0</i>
<i>Civil -- 8</i>	<i>Noise -- 8</i>
<i>Code Violation -- 0</i>	<i>Protection Order Violation -- 3</i>
<i>Damage/Vandalism -- 1</i>	<i>Sex Assault -- 2</i>
<i>Death -- 1</i>	<i>Misconduct Investigations -- 0</i>
<i>Disturbance -- 5</i>	<i>Sex Offender Check/Registration -- 0</i>
<i>Dogs Leash, Welfare or Noise (EPD and not A.C.) 6</i>	<i>SRO Related -- 30</i>
<i>DUI/D -- 0</i>	<i>Suicidal/Welfare -- 5</i>
<i>DUR -- 2</i>	<i>Suspicious Person/Vehicle/Occurrence -- 24</i>
<i>F or M Menace/Assault/Weapons MM- FW- 0</i>	<i>Theft -- 11</i>
<i>Fire/Medical -- 17</i>	<i>Trespassing -- 4</i>
	<i>Warrant Arrest --</i>
	<i>Wildlife Animal --15</i>

Eagle Police hosted March's Coffee with a Cop event at Stout House. Thank you to Stout House for helping us host!

A supervisor at a local business reported that one of her employees had been called by someone claiming to be the store's lawyer with instructions to send \$700.00 via cashier's check to an address outside of the US. Unfortunately the money was sent before the employees became suspicious and reported it to the police. The employees have now been taught to refer any similar calls to their supervisors.

Officer Bonta spent some time at a community basketball tournament hosted at Eagle Valley Middle School one afternoon. Another day, Officer Westering dropped by a hockey tournament at the ice rinks.

A concerned resident called in to voice her concerns regarding the "Murder on Broadway" event advertisements. Officer Stahl informed her it is in fact for the murder mystery event, and that we were not reporting a recent murder on Broadway. She was given contact info for TOE events to follow up.

One snowy night, a vehicle slid into the light pole by the eastbound off-ramp, damaging the vehicle and knocking down the light pole. No injuries were reported and the driver was issued a summons to court for damage to property.

Officers responded to a family dispute after a caller reported that his family member had punched him in the face after drinking all day. It was also reported that the suspect had a weapon, possibly a gun. At the residence, officers attempted contact with the suspect at the front door, who refused to come out and tried to back away. Family members tried getting in the middle by attempting to block officers from the suspect. Officers were able to deescalate the situation and detain the suspect in handcuffs for everyone's safety and to check for weapons. The original suspect was arrested and charged with resisting arrest, obstructing a peace officer, and assault. Another family member was later summonsed for obstructing a peace officer.

Officers were staged on Hwy 6 just on the east side of the Eby Creek Roundabout after assisting on a separate call. Officer Bonta heard the distinctive sound of gravel scraping and a vehicle impact and looked up to see a vehicle that had hit the guardrail head on. As he was relaying the information to dispatch, the vehicle backed up

drove off north on Eby Creek Rd. Sgt. Causey got turned around first and caught up to the vehicle as it turned into the Beasley Center. Neither driver or passenger made any allegations of any other vehicles, cyclists, or pedestrians having been involved or at fault. No injuries reported, however there was serious damage to the front passenger side of the car. The driver was cited for careless driving.

A vehicle slid off the road one day after the snow that had accumulated on the roof while the vehicle was parked overnight slid forward, covering the windshield and blocking the driver's view. Please take a few extra minutes to completely clear your vehicle of snow and ice before driving!

Officer Sanders responded after receiving a call that there was a vehicle traveling on the interstate that was reported to be driving 10mph with their hazards on. They were located stopped on the shoulder. The passenger front tire of their rental car was blown out and the tire tread was wrapped around the lower control arm and the axle shaft. After a long wait, the rental company still could not arrange a tow. Colorado State Patrol arrived and all of their luggage was loaded into Officer Sanders' patrol car, along with two of the passengers. The third passenger rode with the trooper. All were transported to a local hotel and they were able to check in.

A passerby on Grand Ave called to report that there was someone on the shoulder of the road looking like they were crying. Upon contact, the individual was not crying but was waiting for their ride. They were given a courtesy ride to the airport by Officer Westering.

We are looking forward to April's Coffee with a Cop, taking place on Wednesday, April 12th at Colored Coffee Roasters from 7am-9am. Can't make the morning Coffee with a Cop events? Stay tuned for meet and greets taking place this summer in the afternoons! Details to be announced at a later date.

The Eagle PD team will be completing in-service training in April, refreshing some of the fundamental skills and tools needed to complete the job safely and effectively. This month's training will include swift water rescue, defensive tactics, and more.

We are looking forward to our new Code Enforcement Officer joining the team on May 1st!

County Court – Available upon request.

Local and Regional Calls for Service – Available at Dispatch

HUMAN RESOURCES

March 9, 2023 – April 5, 2023

Benefits

- Finalizing local Benefit market analysis per Council Request for total compensation evaluation
- Administering 1 FMLA claim

Risk Management, Safety and Work Comp

- Managing 9 General Liability & PC Open claims, 1 Restitution: 2023 total claims = 5
- Managing 2 work comp claim
- Correcting items from CIRSA Property Audit and planning for 2022 Administrative Audit
- 3 Safety Training Acknowledgements sent to staff

Recruiting – Onboarding

- Attended VVP Job Fair at Gypsum Rec Center, 120 attendees 3/30
- HR Admin Tech, conducting continued training and onboarding
- New Hire Orientation held for 3 full-time hires
- Benefits Orientation held for 1 new hire
- Recently posted Jobs:
 - Buildings and Grounds Maintenance Worker – Seasonal
 - Communication and Marketing Specialist
 - Economic Development Housing Specialist
- Ongoing recruiting:
 - Police Officer
 - Water Operator - Interviewing
- 2023 started with a total of 18 total open positions, increased to 20 on Feb 13
 - 16 full-time open positions, (8 of those positions carried over from the 2022 budget)
 - 4 seasonal positions (3 - B & G, 1-Open space)
 - 5 positions in progress
 - 2023 Filled 9 positions:
 - Assistant Town Manager – Started 3/20
 - IT Applications Analyst Administrator II – Started 2/20
 - Water Operator – Started 2/11
 - Streets Maintenance Technician I – Started 3/7
 - Streets Maintenance Technician II – Started 3/31
 - Accounting Specialist: Accounts Payable – Started 3/31
 - Code Enforcement Officer – Starts 5/1
 - Building and Grounds Maintenance Technician – Starts 5/8
 - Distribution and Collections Maintenance Tech – Starts 5/22
 - In 2022 - 25 positions were filled

Administration, Compensation

- Continued work on HR Standard Operating Procedures for internal processes & training
- Tuition Reimbursement Policy updated and rolled out to staff
- Assisted In Spanish translation for Administration, Court, HR and Com Dev.

Training/Meetings

- Introduction Training to Employers Council Pay Data portal
- Attended COSHRM Leadership 2-day Summit
- Organizing staff training opportunities

TOWN CLERK

March 2023

Communication Committee (*N. Davis, M. Furtado, M. Herota, S. Wilson, B. Lieberman, D. Cardoza, J. Rakow*)

Eagle Today – 2956 Recipients

Top links clicked

https://www.townofeagle.org/Jobs.aspx	82
https://eagleoutside.com/events-calendar/	78
https://www.walkingmountains.org/programs/climate-action-week/	35
https://www.townofeagle.org/957/ReCode-Eagle-Land-Use-and-Development-Co	18
http://www.respectthewild.com	17

IN THIS EDITION: March 29, 2023

- [April Events](#)
- Coffee with a Cop
- Welcome New Staff
- Introducing Reducing!
- [Climate Action Week](#)
- Innovative Housing Grant Award
- [Comprehensive Affordable Housing Assessment](#)
- Building Code Updates
- [Yard Waste Opens 4/14](#)
- [Transportation Authority Updates \(EVTA\)](#)
- [ReCode Eagle](#)
- [Respect the Wild](#)
- Cleanup Day & Hard2Recycle, May 2023
- [Open Town Staff Positions](#)
- See Something Say Something
- [Ask the Town](#)

EAGLE SPIRIT EMPLOYEE NEWSLETTER: Sent March 31, 2023

EMPLOYER SURVEY: Sent March 1, 9, 15, 21, and 30, 2023

Website News Flash

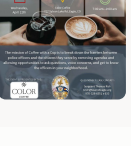
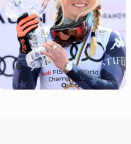
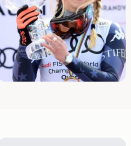
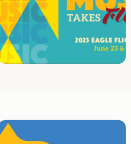
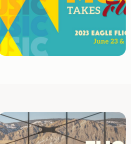
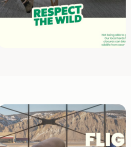
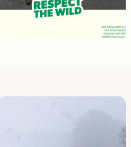
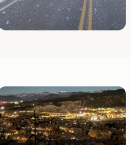
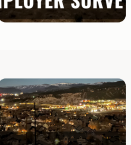
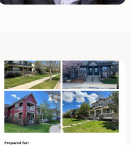
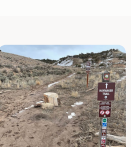
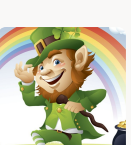
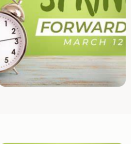
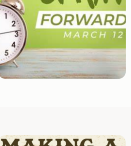
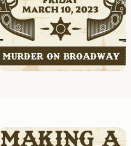
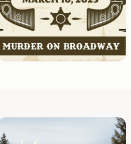
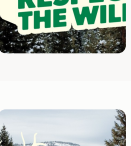
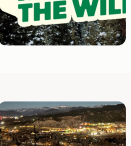
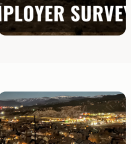
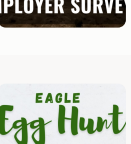
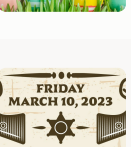
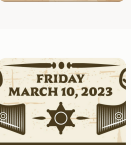
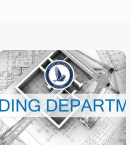
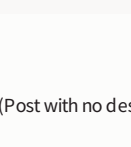
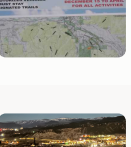
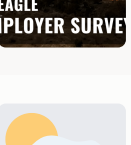
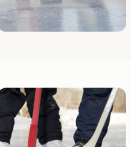
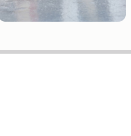
- Second Gulch Public Outreach Opportunity
- Building Department Closure
- Energy Efficiency Program
- Innovating Housing Incentive Grant Award
- Affordable Housing Assessment
- Coffee with a Cop
- Town Council Vacancy
- Yard Waste Facility Opens

Post performance - Facebook Pages

Data from 01 Mar, 2023 to 31 Mar, 2023

Sources

-  Eagle Outside
-  Town of Eagle, CO

DATE ▼	POST	AUTHOR	COMMENTS	ENGAGED USE...	ENGAGEMENT...	REACH	REACTIONS	SHARES	VIDEO VIEWS
 Eagle Outside Mar 29, 22:01	 Warm temps make trails tempting. Please respect trail closures until April 15.	Town of Eagle		0	2	0.94%	212	2	0
 Town of Eagle, CO Mar 29, 22:00	 Warm temps make trails tempting. Please respect trail closures until April 15.	Town of Eagle		0	10	2.41%	415	5	1
 Town of Eagle, CO Mar 29, 16:56	 Applications must be received by 4:00 p.m. April 20, 2023.			0	4	2.5%	160	0	0
 Town of Eagle, CO Mar 29, 02:50	 April's Coffee with a Cop has been scheduled for Wednesday, April 12th 2023 from 7am-9am at Color Coffee Roasters at 717 Sylvan Lake Road in Eagle and we hope you'll join us! The mission of Coffee with a Cop is to break down the...			0	4	1.24%	322	0	0
 Eagle Outside Mar 26, 22:00	 Mikaela 871 Sunday, April 2 4pm Solaris Plaza, Vail #HERoic We are celebrating the winningest alpine skier in history. Whether you are an alpine enthusiast, Mikaela superfan or a Vail Valley local - help us celebrate this...	Town of Eagle		0	8	1.4%	573	5	0
 Town of Eagle, CO Mar 26, 22:00	 Mikaela 871 Sunday, April 2 4pm Solaris Plaza, Vail #HERoic We are celebrating the winningest alpine skier in history. Whether you are an alpine enthusiast, Mikaela superfan or a Vail Valley local - help us celebrate this...	Town of Eagle	1	42	3.64%	1,154	18	2	0
 Town of Eagle, CO Mar 24, 19:20	 (Post with no description)		1	218	18.99%	1,148	10	1	0
 Eagle Outside Mar 24, 14:02	 Mark your calendar! Eagle Flight Days is June 23 & 24. This year's theme is Music Takes Flight. Parade registration is open! Visit EagleOutside.com	Town of Eagle		0	8	1.6%	500	3	1
 Town of Eagle, CO Mar 24, 14:00	 Mark your calendar! Eagle Flight Days is June 23 & 24. This year's theme is Music Takes Flight. Parade registration is open! Visit EagleOutside.com	Town of Eagle		0	21	3.41%	615	10	0
 Eagle Outside Mar 23, 00:00	 Not being able to get where you need to go stinks. Our local herds feel the same way. Ignoring trail closures can block migration corridors and keep wildlife from essential habitat and food resources. Respect the Wild.	Town of Eagle		0	5	2.92%	171	1	1
 Town of Eagle, CO Mar 23, 00:00	 Not being able to get where you need to go stinks. Our local herds feel the same way. Ignoring trail closures can block migration corridors and keep wildlife from essential habitat and food resources. Respect the Wild.	Town of Eagle	1	7	2.76%	254	5	0	0
 Town of Eagle, CO Mar 22, 22:39	 (Post with no description)		2	397	26.66%	1,489	8	1	0
 Eagle Outside Mar 22, 12:02	 The Eagle Town Council have set a goal to connect local businesses with the support and resources they need to thrive, and this survey is a crucial step toward achieving that goal. As a valued member of the Eagle business...	Town of Eagle		0	1	0.72%	139	1	0
 Town of Eagle, CO Mar 22, 12:00	 The Eagle Town Council have set a goal to connect local businesses with the support and resources they need to thrive, and this survey is a crucial step toward achieving that goal. As a valued member of the Eagle business...	Town of Eagle		0	3	1.29%	232	0	0
 Town of Eagle, CO Mar 21, 21:00	 Town of Eagle welcomes Weston Arbogast and Keith Montag to the Planning & Zoning Commission!	Town of Eagle		0	25	6.72%	372	4	0
 Town of Eagle, CO Mar 20, 19:01	 NOW AVAILABLE: Town of Eagle Comprehensive Affordable Housing Assessment Prepared by Economic & Planning Systems (EPS), this report provides data on local economic and demographic trends + housing market conditions to inform...	Town of Eagle		0	41	9.69%	423	2	0
 Eagle Outside Mar 18, 18:01	 Eagle Area Trail Conditions Update - March 18, 2023: For dirt trails that are open in the winter, the trails are MUDDY! Trails are going through a daily freeze-thaw cycle. They may be usable early in the morning while they are still frozen. On...	Town of Eagle	3	152	8.71%	1,746	21	3	0
 Town of Eagle, CO Mar 18, 18:00	 Eagle Area Trail Conditions Update - March 18, 2023: For dirt trails that are open in the winter, the trails are MUDDY! Trails are going through a daily freeze-thaw cycle. They may be usable early in the morning while they are still frozen. On...	Town of Eagle		0	35	5.3%	661	4	1
 Town of Eagle, CO Mar 18, 13:00	 The Town of Eagle is pleased to announce that it has been awarded \$1.1 Million from the Innovative Housing Opportunities Incentive Grant (IHOI) to assist with the Habitat / 3rd Street Housing Project! "We want to extend our congratulation...	Town of Eagle	2	145	15.68%	925	17	5	0
 Eagle Outside Mar 17, 18:02	 Happy St. Patrick's Day! Find your luck in Downtown Eagle by joining the Leprechaun Hunt! Businesses will host a leprechaun in their storefront window for the community to find and take pictures with. To enter to win, players need...	Town of Eagle		0	1	0.56%	178	1	0
 Town of Eagle, CO Mar 17, 18:01	 Happy St. Patrick's Day! Find your luck in Downtown Eagle by joining the Leprechaun Hunt! Businesses will host a leprechaun in their storefront window for the community to find and take pictures with. To enter to win, players need...			0	0	0%	277	0	0
 Eagle Outside Mar 17, 12:02	 Pregnant elk and deer need space. You can make life better for these majestic mothers by respecting trail closures and giving them space to relax in peace. Respect the Wild.	Town of Eagle		0	7	1.8%	389	4	1
 Town of Eagle, CO Mar 17, 12:01	 Pregnant elk and deer need space. You can make life better for these majestic mothers by respecting trail closures and giving them space to relax in peace. Respect the Wild.	Town of Eagle	1	120	3.27%	3,666	27	10	0
 Eagle Outside Mar 16, 13:02	 There's still time! If you are an Eagle employer, please take a moment to complete the 2023 Eagle Employer Survey - now extended through Monday, March 20th. Along with opportunities and challenges, we seek to better...	Town of Eagle		0	2	1.77%	113	1	0
 Town of Eagle, CO Mar 16, 13:00	 There's still time! If you are an Eagle employer, please take a moment to complete the 2023 Eagle Employer Survey - now extended through Monday, March 20th. Along with opportunities and challenges, we seek to better...	Town of Eagle		0	2	1.32%	151	0	0
 Eagle Outside Mar 15, 13:59	 David Munato is a National Champion! David won the National Silver Gloves title last month in Missouri. He is an Eagle Valley Middle School student and trains at the Mean Street Boxing Club in Eagle. Congratulations David!	Town of Eagle	5	80	6.59%	1,214	52	1	0
 Town of Eagle, CO Mar 15, 13:59	 David Munato is a National Champion! David won the National Silver Gloves title last month in Missouri. He is an Eagle Valley Middle School student and trains at the Mean Street Boxing Club in Eagle. Congratulations David!	Town of Eagle	19	898	13.92%	6,451	134	14	0
 Eagle Outside Mar 11, 15:01	 Reminder: Daylight Saving Time. Spring forward! Set your clock ahead by one hour. Who prefers longer daylight during the day so that evenings have more daylight and mornings have less?	Town of Eagle		0	1	0.8%	125	1	0
 Town of Eagle, CO Mar 11, 15:00	 Reminder: Daylight Saving Time. Spring forward! Set your clock ahead by one hour. Who prefers longer daylight during the day so that evenings have more daylight and mornings have less?	Town of Eagle		0	2	0.78%	255	0	0
 Eagle Outside Mar 10, 19:01	 TONIGHT Murder on Broadway returns to downtown Eagle. EagleARTS is producing its award-winning immersive murder mystery game. Tickets are available at eaglearts.org	Town of Eagle		0	2	1.12%	179	1	0
 Town of Eagle, CO Mar 10, 19:00	 TONIGHT Murder on Broadway returns to downtown Eagle. EagleARTS is producing its award-winning immersive murder mystery game. Tickets are available at eaglearts.org			0	4	1.24%	323	0	0
 Eagle Outside Mar 10, 13:01	 Take the Pledge. Our herds need your help, we're asking Eagle County citizens to commit to protecting wildlife through three simple actions: ■ Leave wildlife alone ■ Respect trail closures ■ Keep dogs on leash www.vvmta.org/resp...	Town of Eagle		0	3	2%	150	3	0
 Town of Eagle, CO Mar 10, 13:00	 Take the Pledge. Our herds need your help, we're asking Eagle County citizens to commit to protecting wildlife through three simple actions: ■ Leave wildlife alone ■ Respect trail closures ■ Keep dogs on leash www.vvmta.org/resp...	Town of Eagle	2	24	5.05%	475	6	3	0
 Eagle Outside Mar 09, 15:02	 Do you own, operate, or manage a business in the Town of Eagle? Perhaps you manage a home occupation or are considering opening a business in our community. If this is you, we'd like to learn more. The Town is administering th...	Town of Eagle		0	3	1.73%	173	1	0
 Town of Eagle, CO Mar 09, 15:01	 Do you own, operate, or manage a business in the Town of Eagle? Perhaps you manage a home occupation or are considering opening a business in our community. If this is you, we'd like to learn more. The Town is administering th...	Town of Eagle	3	29	4.43%	654	3	1	0
 Eagle Outside Mar 08, 17:02	 Eagle Easter Egg Hunt is 1 Month From Today! YAY! Saturday, April 8th 1 PM Eagle Town Park. Thank you Eagle Vineyard Church.	Town of Eagle		0	1	0.52%	193	1	0
 Town of Eagle, CO Mar 08, 17:00	 Eagle Easter Egg Hunt is 1 Month From Today! YAY! Saturday, April 8th 1 PM Eagle Town Park. Thank you Eagle Vineyard Church.	Town of Eagle	1	23	3.07%	750	10	1	0
 Eagle Outside Mar 06, 15:02	 Join EagleARTS, producers of the 2nd Friday ARTwalks, for their award-winning immersive ARTS experience, Murder on Broadway. Friday, March 10th at 5:00 PM.	Town of Eagle		0	2	0.85%	234	1	0
 Town of Eagle, CO Mar 06, 15:00	 Join EagleARTS, producers of the 2nd Friday ARTwalks, for their award-winning immersive ARTS experience, Murder on Broadway. Friday, March 10th at 5:00 PM.	Town of Eagle		0	4	0.91%	439	2	0
 Town of Eagle, CO Mar 06, 13:01	 The Building Department will be closed Monday, Mar 6th & Tuesday, Mar 7th for the CCICC Annual Conference. No inspections or permit issuance will be available at this time. There will be no electrical inspections available...	Town of Eagle		0	4	0.68%	592	2	0
 Town of Eagle, CO Mar 02, 23:46	 (Post with no description)			0	29	4.79%	605	7	1
 Eagle Outside Mar 01, 20:44	 Second Gulch Public Outreach Opportunity The Town of Eagle's Open Space and Recreation Advisory Committee (OSRAC) will discuss motorized access on the Second Gulch Trail in Eagle Ranch on Tuesday, March 7, 2023, at 9am in th...	Town of Eagle		0	3	2.59%	116	1	0
 Town of Eagle, CO Mar 01, 20:44	 Second Gulch Public Outreach Opportunity The Town of Eagle's Open Space and Recreation Advisory Committee (OSRAC) will discuss motorized access on the Second Gulch Trail in Eagle Ranch on Tuesday, March 7, 2023, at 9am in th...	Town of Eagle		0	5	1.57%	319	1	0
 Eagle Outside Mar 01, 18:03	 Do you own, operate, or manage a business in the Town of Eagle? Perhaps you manage a home occupation or are considering opening a business in our community. If this is you, we'd like to learn more. The Town is administering th...	Town of Eagle		0	3	2.07%	145	1	0
 Town of Eagle, CO Mar 01, 18:01	 Do you own, operate, or manage a business in the Town of Eagle? Perhaps you manage a home occupation or are considering opening a business in our community. If this is you, we'd like to learn more. The Town is administering th...	Town of Eagle		0	4	1.62%	247	0	0
 Eagle Outside Mar 01, 00:01	 Due to warm temperatures, the ice rink at Town Park is closed for the season. The small ice rink will remain open through Saturday, but then maintenance will end. Thank you, Ice Dads! Thank you, Andy Clark, Alliance Moving Systems, a...	Town of Eagle		0	2	0.77%	259	1	0
Town of Eagle, CO Mar 01, 00:00	 Due to warm temperatures, the ice rink at Town Park is closed for the season. The small ice rink will remain open through Saturday, but then maintenance will end. Thank you, Ice Dads! Thank you, Andy Clark, Alliance Moving Systems, a...	Town of Eagle	1	59	4.52%	1,305	19	3	0

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

- Utility Inquiry
- Post Office Addressing Inquiry
- District Court Inquiry

Records Requests

2018	2019	2020	2021	2022	2023
16	13	16	30	41	12

**Various Town Departments respond to Records Requests*

Business Licenses

- 2023 Business License – 267 Issued
 - 33 Renewals Processed in February
- Liquor License 2023 Revenue: \$100.00 – Budget \$4856.00
 - Kasia Karska Art Gallery Permit
 - Wild Sage Transfer – in progress
 - Eagle Sinclair Renewal
 - Pickups Pizza Renewal
 - Kum and Go Modification of Premises for Wine Sales
- Marijuana
 - Tumbleweed Renewal Retail
 - Sweet Leaf Renewal Retail
- Tobacco
 - Five Renewals for 2023 of five total.

Training/Meetings

- Meeting with PR Studios regarding Outreach – March 1
- Eagle Municipal Court - March 1 and 15
- Communications Committee - March 9
- Town Council Retreat – March 13
- Town Council Meetings – March 14 and 28
- EVC – March 20
- DDA Joint Meeting – March 29

Town Council Appointment

- Display ad placed in the Vail Daily, public notice in the Eagle Valley Enterprise, Special Eagle Today email, Facebook post, and website News Flash.



- Two applications have been received as of April 7, 2023. The deadline is April 20, 2023, @ 4:00 p.m.
 - Richard Karsh
 - Ben Hilley
- Next Update to Council is on April 25, 2023, to determine the pool of applicants to be interviewed and the interview schedule.

Sales Tax – 2023 Sales Tax – 1st Quarter will be available next month.

2023					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 720,349.22	\$ 793,838.43	5%	\$97,085.03	2016
Feb	\$ 682,756.12	\$ 675,138.60	5%	\$91,521.57	1792
Mar		\$ 698,140.28	5%	\$97,830.73	1892
1 Q	\$ 1,403,105.34	\$ 2,167,117.31	5%	\$286,437.33	

2022					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 662,766.62	\$ 756,522.10	10%	\$108,423.99	1700
Feb	\$ 655,302.39	\$ 645,546.63	12%	\$76,896.61	1570
Mar	\$ 741,564.00	\$ 662,102.20	26%	\$78,856.55	1508
1 Q	\$ 2,059,633.01	\$ 2,064,170.93	15%	\$264,177.15	

MUNICIPAL COURT	March Statement		
Court held March 1st & 15th			
Citations Issued	Current	YTD	2022
Animal Control	18	25	61
Juvenile	1	3	21
Misdemeanor/Ordinance	0	1	12
Parking	6	31	147
Traffic	14	27	215
Total	39	87	456
Fines and Fees Collected (includes collections for previous months)	Current	YTD	2022
Court Costs	\$ 60.00	\$ 175.00	\$ 1,470.00
Criminal Police Equipment and Training Surcharge	\$ 20.00	\$ 80.00	\$ 410.00
Traffic Surcharge	\$ 160.00	\$ 630.00	\$ 3,380.00
Deferred Judgment Fee	\$ -	\$ -	\$ 375.00
Fines	\$ 1,555.00	\$ 5,292.50	\$ 32,062.50
Outstanding Judgement Fee	\$ -	\$ -	\$ 30.00
Stay of Execution Fee	\$ -	\$ -	\$ 65.00
Bad Check Fee	\$ -	\$ -	\$ -
Warrant Fee	\$ -	\$ -	\$ 66.67
Failure to Appear	\$ 280.00	\$ 770.00	\$ 2,893.33
Victim Restitution Fee	\$ -	\$ -	\$ -
Total	\$ 2,075.00	\$ 6,947.50	\$ 40,752.50
Dispositions (Payments or Court Appearances)	Current	YTD	2022
Animal Control	7	14	40
Juvenile	1	5	20
Misdemeanor/Ordinance	1	2	6
Parking	1	29	172
Traffic	18	32	184
Total	28	82	422
Outstanding Fines and Fees At Collections & by Date			
Current	\$ 840.00		
1-30 Days Past Due	\$ 720.00		
31-60 Days Past Due	\$ -		
61-90 Days Past Due	\$ 220.00		
91-180 Days Past Due	\$ 12,244.00	**At Collections	
Total	\$ 14,024.00		

Public Works

March 2023

Buildings & Grounds

- B&G is soliciting quotes for re-coating the concrete floor in the atrium of the Town Hall. One quote has been received so far, but it did not appear to include appropriate scope of work for removal of the existing coating and preparation of the concrete. More quotes will be obtained.

Streets

- Snow removal season is nearing an end. Sweeping of streets has begun.
- Grading and drainage work has begun, notably on Howard Street where recent construction of a new home had altered drainage within the right-of-way resulting in nuisance flooding on adjacent private properties.
- Failure of a concrete drainage pan within the Bluffs subdivision was noted and investigated. Plans are being formed to remove and replace the pan, and to correct an underlying storm drainage problem.
- Much work has gone into repairing malfunctioning street lighting. All of the lights in the planter walls along Broadway have been upgraded to LED bulbs thus restoring the function of these lights. Approximately 75% were not lighting and this resulted in a darker environment along Broadway than intended. We are also looking at some creative ways to economically and simply replace the street lights along Market Street.
- Streets will soon be assisting Open Space with the installation of the final trailhead kiosk signs.

Water

- We recently received a report of inspections conducted by a consultant on four of our older welded steel water storage tanks. The report indicates that three of the four require re-painting (exterior and interior) within the next several years along with other minor modifications. We are beginning to program this work into our five year CIP plan.
- Work progresses on the design of the Cemetery Water Tank replacement and the new East Eagle Water Tank.
- We are initiating vendor contracts for management of the Town's Cross Connection prevention inspection program and the Fats, Oils, and Grease inspection program.

Wastewater

- We have submitted a rebuttal to the proposed discharge permit modification that was issued by CDPHE. We await their response.
- The wastewater plant centrifuge has been serviced and reinstalled, although GPS tracking indicated that during the return shipping of the centrifuge it enjoyed several days of wandering in north Texas. Nevertheless, we are happy to have it back. The several weeks of abnormal operations while the centrifuge was away have resulted in upset to the chemistry in some of the wastewater basins and we are slowly returning the chemistry back to normal.

River Park Project

- We are working with Molly and Vail Health on the planning for a public use PFD station at the River Park. The station will allow park users to borrow a PFD free of charge, and will include PFDs sized for both children and adults.
- Scott Shipley has been in India for the past couple of weeks and has just returned. We will be meeting soon to formulate response to comments received on our RapidBlock 404 permit application.
- It appears that we may be headed for an above average runoff this year, and therefore there is an increased potential for flood damage at the river park. We are beginning to consider how we might protect portions of the River Park from the type of damage that occurred in 2019, and whether it is prudent to attempt to do so. There would be some cost associated with installing temporary flood protection measures, but we could be exposed to >\$100k in potential damage as is evidenced by the 2019 experience. More to come.

Open Space & Trails

- Staff continue working with VVMTA on the proposed bike park plan. It appears that the use agreement is near completion and will be presented to Council on April 25th.
- Open space management plan kickoff will occur in late April, all plans are anticipated to be complete by year end.
- Second Gulch OHV width change – on April 4th OSRAC met to further consider their recommendation to Council regarding the width change. There was much public comment received, both for and against the change. The OSRAC has recommended that the width change be studied through the process of developing the management plans. Staff will in the future present a more formal update on this recommendation to Council and seek direction as to whether Council agrees with this recommendation or would like to act on the width change prior to completion of the management plans.
- Town Open Space trails are scheduled to open on April 15th. Currently there is still considerable snow cover on many of the trails, but a very warm week is forecast ahead. In any event, it is likely that there will be very muddy conditions in mid-April. We will continue to monitor the trail conditions and to advise the public accordingly, expect a lot of messages about mud through this month.
- We have begun working with the vendor who designed the trail head kiosk signs on the design of the wildlife education interpretive signs. Initial discussions have focused on where to install these signs and whether to design the signs in such a way that they tell a continuous or integrated story as you travel from one to the next. More to come.

Engineering

- Our submission for a Congressionally Directed Spending grant (i.e. earmark) was rejected by Representative Neguse. We also submitted the same application through Senators Bennett and Hickenlooper, but no word back from either senator yet. We have scheduled a follow-up with Neguse's staff in order to learn more about why our project was not selected and how we might make it more attractive in the future.
- Bid package for this year's street resurfacing projects is anticipated to be issued by Friday 4/14. This year's work will include: East and West Double Hitch, West Haystacker & Sawmill Circle, Robins Egg, Deep Eddy Cove, Eagle Ranch Road from approximately Deep Eddy Cove to Ouzel Lane, Ouzel Lane, Capitol – 6th Street to Brush Creek Road, paving around MHs on Foxglove & misc locations.

Yearout Project

- We have submitted a DOLA grant application for \$750k that would help to fund the PV installation at the Wastewater/Water treatment plant site. The announcement of award is not anticipated until the Autumn. Fingers crossed.
- We are hearing of more forthcoming grant opportunities that would fund various sorts of energy efficiency and GHG reduction projects, and are keeping our ear to ground. One opportunity for fleet electrification could be very interesting. More to come as details become better known.



To: Mayor Turnipseed and Town Council
From: Nikki Davis, Administrator, Community Development
Larry Pardee, Town Manager,
Date: April 11, 2023
Agenda Item: Town of Eagle's Affordable Housing Update

Eagle Town Council is Steadfast in Increasing the Affordable Housing Inventory

Eagle, CO - We are thrilled to share with you the Town of Eagle Town Council's unwavering commitment to increasing the affordable housing inventory in our community. As you may know, our recently completed Eagle Housing Assessment highlighted the issue of escalating prices of ownership units and limited availability of rental units, which has created a growing lack of access to affordable housing in the region. We recognize that this issue is particularly significant in mountain and resort communities, where the housing needs of locals and workers are unmet, and they are being priced out of the community.

The Town Council, along with our partners, has made considerable progress in creating affordable multi-family options to support Eagle's workforce and residents. We are proud to share that the Reserve at Hockett Gulch Apartments, a 500-unit Planned Unit Development in West Eagle, received its first development permit approvals in the summer of 2022. Building permits were issued in early 2023 to initiate Phase 1 construction of 216 apartments and a clubhouse. Forty-five percent of the total 500 for-rent units will be deed-restricted to accommodate local workforce with no AMI (Area Median Income) restriction, as set up in Hockett Gulch's Local Employee Residency Program (LERP) agreement. Based on our calculations, the projected Town discount for fees associated with this housing project is approximately \$233,798.40.

We are also excited to announce that the 30-unit for-rent project, 435 Eby Creek Apartments, is currently under construction and will serve middle-income individuals and families in Eagle. While the Town's current LERP regulations require a 10% contribution, the Town Council doubled the request, securing six resident-occupied units. Based on our calculations, the projected Town discount for fees associated with this housing project is approximately \$62,222.

The Haymeadow project is another significant contributor to affordability. As the phased 837-unit development begins, Phase 1 will provide 88 multi-family for-sale units, 76 of which will be reserved for permanent deed restriction through a mix of resident-occupied, LERP, and targeted AMI. The affordability was achieved through a partnership with Eagle County, which has agreed to buy 43 units at an estimated total value of \$26.4 million. Additionally, the Town of Eagle will receive 18 LERP units for the local workforce. Based on our calculations relative to Phase 1's current design, the projected Town discount for fees is approximately \$242,000.

Lastly, the Habitat for Humanity Vail Valley (HFHVV) Third Street housing project will develop 16 deed-restricted units for buyers at or below 100% AMI. Twelve units are reserved for educators and other District staff in perpetuity. Through collaboration with Habitat for Humanity, the project was awarded \$1.1 million through the state's Innovative Housing Opportunities Grant. In addition, Habitat for Humanity will be piloting an innovative modular home approach, partnering with Buena Vista manufacturer Fading West to accelerate the speed of construction. Based on our calculations, the projected Town discount for fees associated with this housing project is approximately \$51,016.96.

Through various housing development projects, the staff has recommended, and the Town Council has approved entitlements for approximately 1,561 units to be constructed in Eagle. After conducting a thorough analysis of the four housing projects referenced above, the community will be gaining an estimated 1,383 units in the near-term, 195 of which are a mix of permanent deed-restricted units. Lastly, as part of the Council's commitment to supporting affordable housing, the Town will be contributing an estimated \$589,037.36 through waived or discounted construction fees and payment in lieu of fees (PIFs).

We want to emphasize that the Town Council and the Town of Eagle organization remain committed to enhancing community vibrancy by generating attainable and affordable housing opportunities through meaningful partnerships, aggressive pursuit of funding resources, innovation, and regulatory improvements. We believe that everyone deserves a safe and affordable place to call home, and we will continue to work tirelessly to ensure that this vision becomes a reality in our community.



To: Mayor Turnipseed and Town Council

From: Peyton Heitzman, Planner, Community Development

Date: April 11, 2023

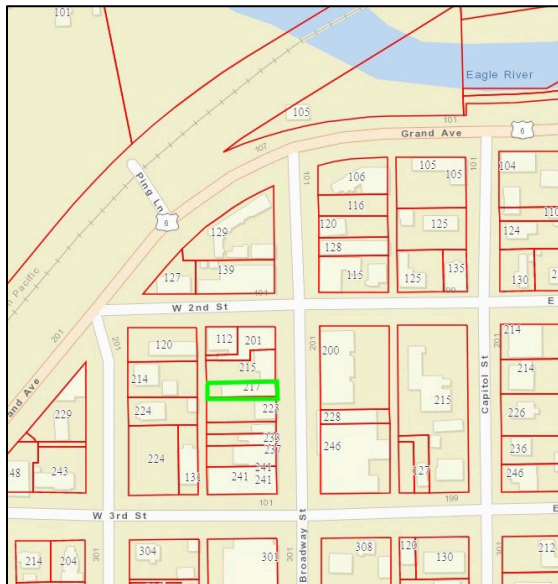
Agenda Item: Resolution 22, Series 2023, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Special Use Permit for a Medical Clinic at 217 Broadway.

REQUEST:

For Council to consider approving a Special Use Permit to operate a medical clinic at 217 Broadway.

INTRODUCTION:

Deanna Woodrooffe of Vibrant Health of Colorado (Applicant) has applied for a Special Use Permit to operate a medical clinic out an office space at 217 Broadway, Lot 3, Unit #4. The medical clinic provides services in several medical specialties. The unit the business will operate from is 108 square feet. The Applicant anticipates serving less than 5 patients a day and, at capacity, seeing 10 patients daily, 2-3 days per week. The business will operate from 8a-4:30p, 2-3 days per week.



ANALYSIS:

Staff reviewed the application against the four criteria for a Special Use Permit outlined in [Section 4.05.010.A.1.a](#) of the Land Use and Development Code. The staff report for the April 4, 2023 Planning & Zoning Commission meeting provides staff's full analysis of the application against each of the standards which can be accessed through this [LINK](#).

On April 4, 2023, the Planning Commission reviewed the application and recommended approval with the condition that the clinic maintain all necessary licenses. The Commission inquired about the clinic's operations, and the applicant explained that only one patient would be served by one employee at a time due to the limited office space. The Commission also had questions about noise transferring between walls for HIPAA compliance and the disposal of hazardous waste, but those were addressed by the applicant. The applicant offered mitigation efforts for noise and expects minimal hazardous waste to be created and stored in a designated sharps container for transportation to Denver for disposal.

COMMUNITY INPUT:

No public comments received as of April 5, 2023.

BUDGET / STAFF IMPACT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This application supports the major objective to 'Stimulate Economic Vitality and Development'. The medical clinic will provide a new service to the community and help support the medical needs of residents.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to **approve** "Resolution 22, Series 2023, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Special Use Permit for a Medical Clinic at 217 Broadway."

ATTACHMENTS:

- A: Application Form ([LINK](#))
- B: Project Narrative ([LINK](#))
- C: Plat ([LINK](#))
- D: Aerial and Site Photos ([LINK](#))
- E: Resolution 22, Series 2023



Town Council

April 11, 2023



Vibrant Health of Colorado Special Use Permit
SU23-01

OVERVIEW

Applicant: Deanna Woodroffe of Vibrant Health of Colorado

Location: 217 Broadway, Lot C, Unit #4

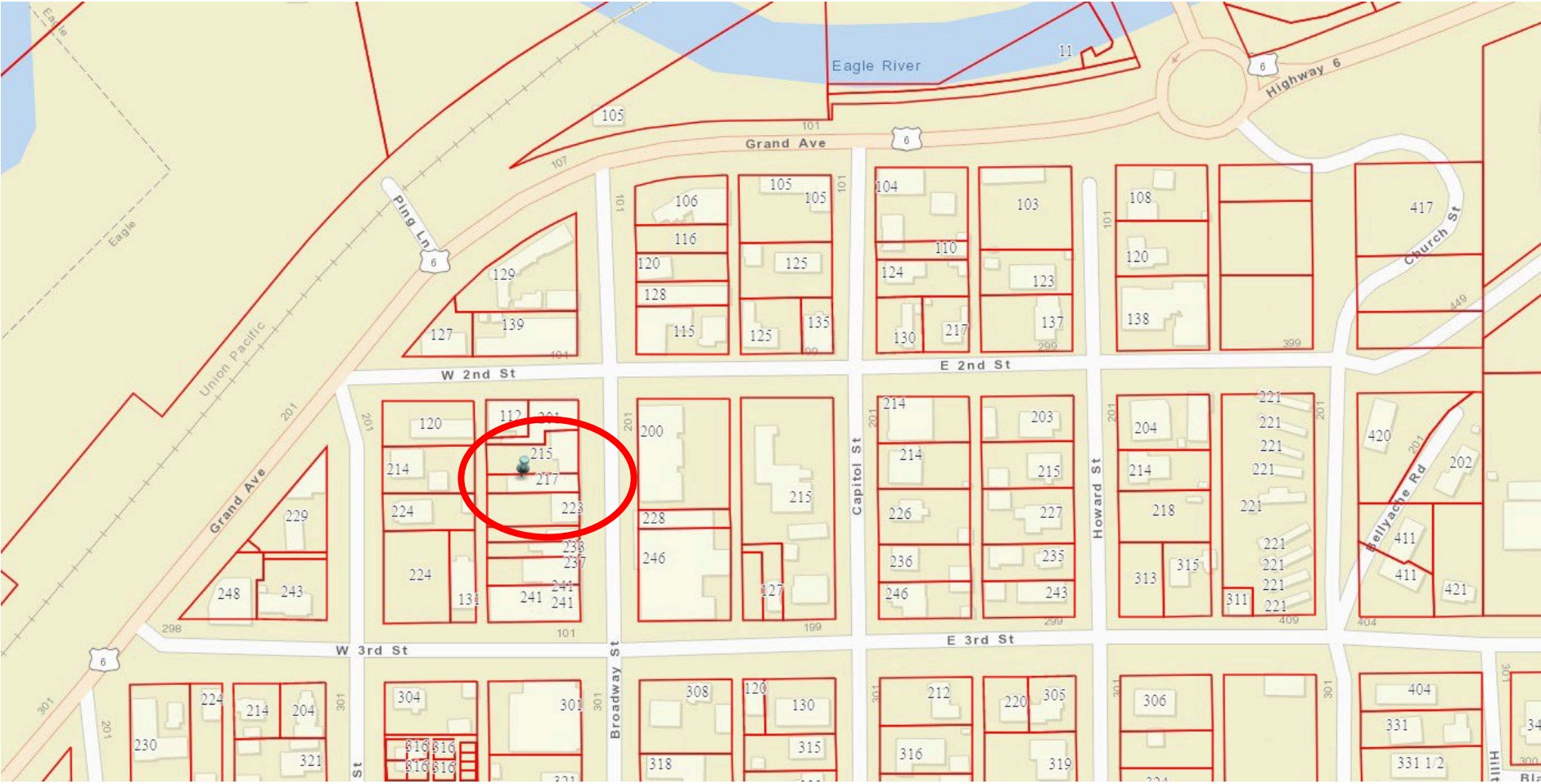
Zoning: Commercial Business District (CBD)

Requests: A Special Use Permit for a medical clinic.

Public

Comments: None received.







Vibrant Health of Colorado

- Services in several medical specialties
- Operating out of 108 square feet of office space
- 5-10 patients daily, 2-3 days a week from 8am-4:30pm



FINAL PLAT AND CONDOMINIUM MAP

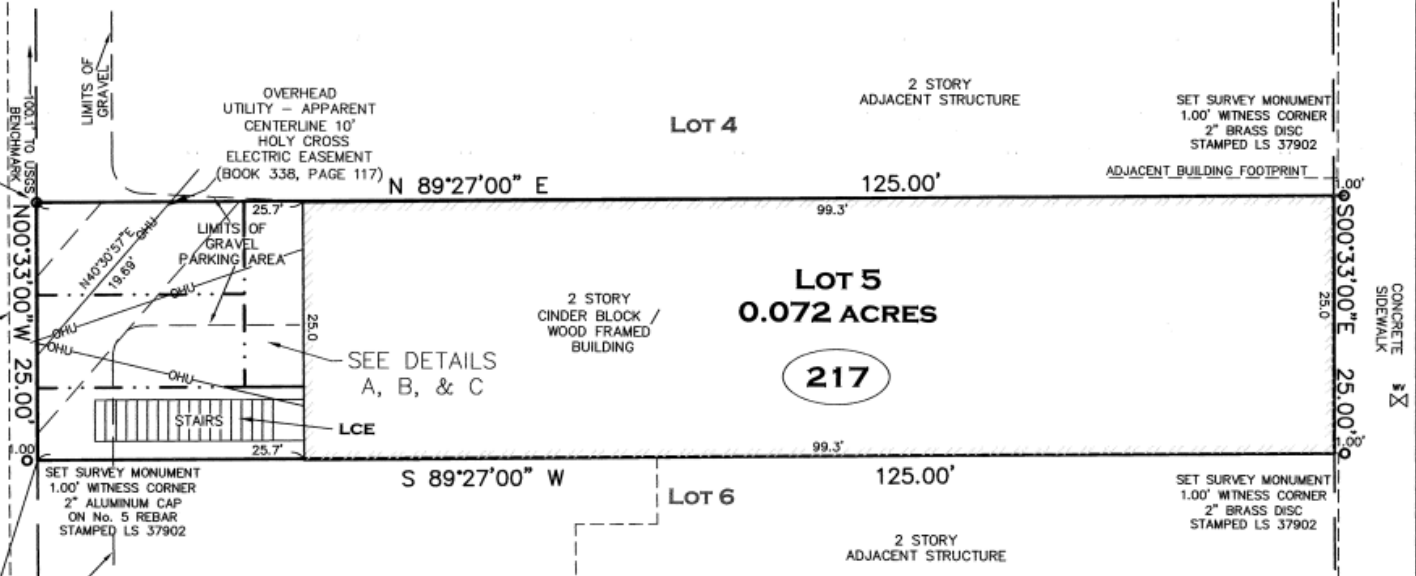
217 BROADWAY CONDOMINIUMS

LOT 5, BLOCK 25 TOWN OF EAGLE,
COUNTY OF EAGLE, STATE OF COLORADO

SET SURVEY MONUMENT
2" ALUMINUM CAP
ON No. 5 REBAR
STAMPED LS 37902

16' ALLEY

10' WIDE
TRAVELED WAY



BROADWAY STREET
80' PUBLIC RIGHT-OF-WAY



Standards for a Special Use Permit

- Consistency with Code and the Town's goals, policies and plans.
- Compatibility with existing and allowed uses surrounding the proposed use
- Street improvements and adequate parking
- Special conditions



Planning & Zoning Commission Recommendation

Recommended **approval with conditions** of the Vibrant Health of Colorado Special Use Permit based conformance with Chapters 4.04 and 4.05 of the Municipal Code and the Elevate Eagle Comprehensive Plan.



Questions for staff?



**TOWN OF EAGLE, COLORADO
RESOLUTION NO. 22
(Series of 2023)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A SPECIAL USE PERMIT FOR A MEDICAL CLINIC AT 217 BROADWAY

WHEREAS, 217 Broadway, LLC owns the real property located at 217 Broadway, Lot C, 217 Broadway Condominiums, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on February 24, 2023, Deanna Woodroffe of Vibrant Health of Colorado (the "Applicant") submitted an application for approval of a Special Use Permit to operate a medical clinic on the Property (the "Application");

WHEREAS, on April 4, 2023, the Planning and Zoning Commission held a properly-noticed public hearing to consider the Application, and recommended that the Town Council approve the Application; and

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

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

Section 1. The Town Council finds that the Application complies with all applicable provisions of the Eagle Municipal Code (the "Code") and that approval of the Application is in the best interest of the public health, safety, and welfare.

Section 2. Based on the foregoing findings, the Town Council hereby approves the Application and authorizes the issuance of a Special Use Permit as described in the Application, subject to the following condition, which shall continue as long as the use described in the Application continues: the medical clinic shall maintain all necessary licenses at all times.

INTRODUCED, READ, PASSED AND ADOPTED ON APRIL 11, 2023.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Larry Pardee, Town Manager

Date: April 11, 2023

Agenda Item: Direction on Funding for Pool Replacement Project in Coordination with Mountain Recreation

REQUEST: Staff requests the Council provide direction to staff on how to move forward in communications with Mountain Recreation and the funding for the Pool Replacement Project.

BACKGROUND: The Town of Eagle and Mountain Recreation cooperatively constructed an outdoor pool and ice rink facility in 2002-03, sharing equally in capital construction costs. By intergovernmental agreement (IGA), the facility is jointly owned with extraordinary capital outlays shared equally between partners. Mountain Recreation covers 100% of the operating costs of the facilities per the IGA.

The Eagle Pool was closed in 2022 for safety reasons due to subsurface soil compaction which compromised filtration of the pool water. The Town and Mountain Recreation have agreed to pursue a pool replacement project that will replace the pool in its existing location.

Consultant cost estimates for the pool replacement project are currently approximately \$15 million. The next step is to determine how to fund the pool replacement project. The Mountain Recreation Board met Wednesday, March 15th to review their ability to contribute funds to the project and have provided a funding proposal letter that is attached for Council review.

ANALYSIS: The letter received from Mountain Recreation requests/recommends the following:

- Mountain Recreation will contribute \$2 million in cash and would like the Town to contribute an equal amount.
- A debt service split of 35% to be paid by Mountain Recreation and 65% to be paid by the Town (District example below), *This recommendation is not supported by the current IGA, which provides for 50/50 split.*

Item	MtnRec	Town of Eagle
Operating deficit (last 5 yr avg)	\$260,000	0
Capital debt service*	\$306,000	\$566,000
Annual Total Investment	\$566,000	\$566,000

*Capital debt service considers a rate of 5% for certificates of participation issued by the Town of Eagle.

Staff appreciates the thought that went into the letter received from Mountain Recreation and understand the political pressure they feel to balance investments equally across multiple service hubs. We also understand that their investment in capital improvements is challenged by a limited fund balance, as we feel similarly with the Town's fund balances and corresponding Capital Improvement Plan. Mountain Recreation includes a couple other reasons as to why they are making the above request that staff would like to address:

1. *A property tax mill levy of 3.65 mills, with potential legislative threats to assessment rates and property tax collections*

The District's 3.65 mill levy is budgeted to bring in \$3,091,493 in property tax revenue in 2023. In working with the County Treasurer's office, staff received Mountain Recreation's property tax collections for 2020 and 2021 for the following Eagle tax areas:

Tax Area		2020	2021	Notes
Town of Eagle	013	\$ 297,444	\$ 313,705	
Brush Creek	058	2,140	2,155	
Eagle Area	059	147,229	163,729	
Eagle Haymeadow 3	260	121	124	Will increase in future due to additional construction
Eagle Haymeadow 5	261	6	6	Will increase in future due to additional construction
Eagle Ranch	168	246,543	275,855	
East Eagle	247	209	250	Will increase in future due to additional construction
Total		\$ 695,712	\$ 757,845	

Based on future construction in the Town of Eagle, Mountain Recreation will have a significant increase in property tax revenues in the coming years with the construction of the following:

Future Potencial Property Tax Revenue	
Hockett Gulch	
Red Mountain Ranch	
Eagle Haymeadow 1	254
Eagle Haymeadow 2	255
Eagle Haymeadow 3	256
Eagle Haymeadow 4	257
Eagle Haymeadow 5	258
Eagle Haymeadow 1&6	259

According to the Assessor's office, the most recent revaluation period (prior 2 years) resulted in a median increase of actual property values of between 70% - 75% for residential and 30% for non-residential (commercial). 2024 property tax revenues for all taxing entities that are "de-Bruce" will have a substantial increase in property taxes.

Although the State's formulas have changed with the repeal of the Gallagher amendment in 2020, the State Legislature will likely be looking to only reduce some of the potential burden on taxpayers, not all of it. Even with modifications that may be made to the residential assessment rate, it is highly unlikely that it would result in less property tax collection than the District is currently receiving. It is more likely that 2024 will result in property tax collection significantly higher than 2023.

2. *Eagle Area operating "deficit" averages \$260,000 over the last five years and is budgeted to absorb \$300,000 in operating "deficit" for 2023.*

Staff attached Mountain Recreation's 2023 approved budget for Council's review. In looking at Mountain Rec's financials, there is no allocation of property tax revenue to the Pool & Ice Facility prior to calculating an annual "operating loss". The District shows an "operating loss" at each facility location in Gypsum, Eagle, and Edwards prior to utilizing property tax to cover the difference. The deficit is not absorbed with a spend down in fund balance, it is funded through property taxes, which (in Staff's opinion) is the purpose of Mill Levy for Mtn Rec. Mountain Recreation is a recreational district that is subsidized by property taxes to lower fees for customers and participants. It was created so municipalities in western Eagle County would not be burdened with the operational costs of running recreation facilities and programs.

Below is the District's Statement of Activities from their most recent Audit (2021):

MOUNTAIN RECREATION METROPOLITAN DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
December 31, 2021

THE DISTRICT AS A WHOLE – CONTINUED

Statement of Activities

The perspective of the Statement of Activities is also of the District as a whole. The statement of activities reflects the cost of program services and the charges for services and sales, grants and contributions offsetting those costs. The following detail reflects the total cost of services supported by program revenues and general property taxes, as well as other general revenues, resulting in the overall change in net position for the current fiscal year:

	Governmental Activities		
	2021	2020	Increase (Decrease)
<u>REVENUES:</u>			
<i>Program Revenues:</i>			
Charges for Services & Sales -			
Eagle Pool/ Ice Rink	\$ 571,340	\$ 319,598	\$ 251,742
Gypsum Recreation Center	1,236,828	976,848	259,980
Edwards Field House	496,190	319,037	177,153
Outdoor Recreation Programs	244,495	172,538	71,957
Operating Grants & Contributions	157,169	127,491	29,678
Capital Grants & Contributions	135,722	54,230	81,492
<i>General Revenues:</i>			
Property Taxes	2,747,315	2,703,367	43,948
Specific Ownership Taxes	150,075	134,995	15,080
Investment & Other Income	(7,260)	158,846	(166,106)
Miscellaneous	31,433	71,260	(39,827)
Total Revenues	5,763,307	5,038,210	725,097
<u>EXPENSES:</u>			
Administration	1,628,371	1,306,071	(322,300)
Eagle Pool/Ice Rink	868,951	782,448	(86,503)
Gypsum Recreation Center	1,461,211	1,378,438	(82,773)
Edwards Field House	790,300	717,669	(72,631)
Outdoor Recreation Programs	661,631	486,653	(174,978)
Total Expenses	5,410,464	4,671,279	(739,185)
Increase (Decrease) in Net Position	\$ 352,843	\$ 366,931	\$ (14,088)

The District's revenues include property taxes assessed in the prior year and collected in the current year to support general operations. The District's program expenses consist of operational expenses and depreciation expense on capital assets. Current year operating grants and contributions consist of Conservation Trust lottery monies received. Overall net position increased \$352,843 from the prior fiscal year.

As indicated above, the statement of activities reflects the cost of program services and the charges for services and sales, grants, and contributions offsetting those services. The following table summarizes the information from the statement of activities, reflecting the total cost of program services, and the remaining net cost of program services which are supported by taxes and other general revenues:

	Total Cost of Services		Net Cost of Services	
	2021	2020	2021	2020
Administration	\$ 1,628,371	\$ 1,306,071	\$ 1,628,371	\$ 1,306,071
Eagle Pool/Ice Rink	868,951	782,448	297,611	462,850
Gypsum Recreation Center	1,461,211	1,378,438	224,383	401,590
Edwards Field House	790,300	717,669	294,110	398,632
Outdoor Rec. Programs	661,631	486,653	124,245	132,394
Total Expenses	<u>\$ 5,410,464</u>	<u>\$ 4,671,279</u>	<u>\$ 2,568,720</u>	<u>\$ 2,701,537</u>

For all programs provided by the District, the dependence on taxes and other general revenues is apparent. For 2021 and 2020 approximately 47% and 58% of program services were supported through taxes and other general revenues. The community as a whole is the primary support for the District's activities.

Staff Recommendation: Mountain Recreation has proposed approximately \$306,000 as an affordable annual debt service for the District. Staff has received several estimates from a couple different underwriters which have proposed an annual debt service of approximately \$715,000 (\$357,500 split) for \$10 million at a 5% interest rate. The difference for Mountain Recreation would be \$51,500 annually. Based on the recommended combined \$4 million the Town and District would contribute; staff recommends the following:

1. Keep the IGA as is, with extraordinary capital outlays and debt service for capital outlays shared equally between partners and have Mountain Recreation continue to cover 100% of the operating costs of the facilities.
2. Begin work on a potential reduction of scope and scale of the project in order to reduce the total cost of the pool rebuild project down by approximately \$2 million, from \$15 million to \$13 million to reduce the annual debt service to approximately \$306,000 for both parties.

At this time and staff's current level of understanding it seems that reducing the size of the pools and associated support areas (locker rooms, restrooms, etc.) should be considered. During prior meetings, consultants have expressed that they would expect a community of our current size to "need" a pool facility with the capacity for about 500 people. Our current pool has a capacity for about 300 people and Mountain Rec staff have reported that the biggest attendance day ever at the pool was about 150 people. It appears that the nature of our community and climate may lead to a reduced need for capacity in the pool. With this in mind, expanding the pool capacity to approximately 500 persons (as has been discussed) may not be necessary. Staff recommends that this be explored further with the consulting team, the Mountain Rec Staff, and the respective elected boards. If it proves to be prudent to design a smaller facility, then that could greatly reduce the project cost. Additionally, Staff have discussed with Mountain Rec staff about whether a splash pad feature might be more appreciated by the community and lower cost than the larger children's pool that is currently proposed. These kinds of scope changes, combined with value engineering opportunities that may become apparent further into the design process, may lead to a \$2 million cost reduction.

3. Staff recommends the \$2 million in matching funds be comprised of \$1,755,930 in ARPA funds and \$244,070 from the Sales Tax Capital Improvement Fund (STCIF). Staff also recommends that the annual debt service of approximately \$300,000 be funded with STCIF sales tax. *Staff's original projection, in the January 10th staff memo, was \$350,000 in debt service.* Multi-Use Recreational Facilities is one of the four categories that STCIF sales tax may be used for. Council will be able to reprioritize current identified capital projects. This recommendation does not imply that projects will not be completed, but that they may be moved to another year.

COMMUNITY INPUT: There has been no community input received on this proposal at this time.

BUDGET / STAFF IMPACT: The proposed funding of the pool rebuild will increase budgeted expenditures in the STCIF in the next couple of years and increase the Town's annual debt service, however, based on staff's proposal of utilizing ARPA funds reprioritization and of proposed projects, the Town's ending reserves should remain consistent.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Although a rebuild of the Eagle Pool was not in the Town's strategic plan, it does align with the following major objective:

- **Focus on recreation, events, and open space:** Residents expect the pool to be open for a recreational option in Town. It is in the best interest of our community to rebuild the pool.

Also, how the Town funds the rebuild of the pool is also in alignment with the following major objective:

- **Enhance the Economic Resiliency of the Town Government:** The Town is fiscally responsible, and revenues received are balanced against current and future needs of the community.
 - By reprioritizing capital projects that are perhaps not a necessity and using current revenues to fund any debt service created, we will be able to move forward with this project without creating an undue burden on the residents of the Town. This is especially important in a time of such high inflation and knowing that we have future projects that may require additional funding from our taxpayers.

RECOMMENDED ACTION OR PROPOSED MOTION: Please make one of the motions below to give staff direction on how to move forward in communications with Mountain Recreation and the funding for the Pool Replacement Project.

Options:

1. Motion to direct staff to move forward with communicating to Mountain Recreation that the Town would prefer to keep the IGA as is, with extraordinary capital outlays and debt service for capital outlays shared equally between partners and have Mountain Recreation continue to cover 100% of the operating costs of the facilities and begin work to on a reduction of scope and scale of the project in order to reduce the total cost of the pool rebuild project.
2. Motion to direct staff to move forward with communicating to Mountain Recreation that the Town will agree to Mountain Recreation's funding proposal request in order to keep the scope of the project where it is today.

Staff would also like a motion regarding funding of the project:

1. Motion to direct staff to move forward with funding the \$2 million match for the pool replacement project from ARPA proceeds and Sales Tax Capital Improvement Fund funds and to fund the annual debt service for the project with Sales Tax Capital Improvement Fund sales tax.

ATTACHMENTS:

- Mountain Recreation – Funding Proposal
- Mountain Recreation 2023 Budget

March 20, 2023

Honorable Mayor and Town Council
via Larry Pardee, Town Manager
Town of Eagle
200 Broadway
Eagle, CO 81631

Dear Mr. Pardee:

The Town of Eagle and Mountain Recreation cooperatively constructed an outdoor pool and ice rink facility in 2002-03, sharing equally in capital construction costs. By intergovernmental agreement, the facility is jointly owned with extraordinary capital outlays shared equally between the partners. Mountain Recreation operates the facility, subsidizing any annual operating deficits realized.

The Eagle Pool was closed for the season in 2022 when subsurface soil compaction had lowered the northwest end of the pool significantly enough not to permit proper filtration of pool water to ensure bather safety. Town and District Boards have agreed to pursue a pool replacement project that will replace the pool in its existing location.

Consultant cost estimates for a pool replacement project in that location are approximately \$15 million. Improvements included in the cost estimates were demolition of the existing pool structure, subsurface stabilization, reconstruction of aquatic elements, expansion of the shower and rest room facilities to meet new code requirements to meet bather load estimates, and construction of a retaining wall in the grassy hillside to the north and west of the pool.

Next steps are to determine how to fund the pool replacement project. The Mountain Recreation Board met Wednesday, March 15 to review its ability to contribute funds to the project. Board members recognize that recreation services in the community would not be possible without the strength that comes from partnership and appreciates the willingness of the Town of Eagle to partner openly with the District. The Board desires to achieve the same goal as the Town – transforming the Trailhead and Eagle Pool and Ice Rink into a vibrant community hub for Eagle residents - and replacing the pool is essential to that transformation.

Mountain Recreation is built for operating recreation facilities. Its investment in capital improvements is challenged by a limited fund balance, a property tax mill levy of 3.65 mills, legislative threats to assessment rates and property tax collections, and political pressure to balance investments equally across its multiple service hubs. The Eagle Area cost center's operating deficit has grown over time due

to the age of the facility, inflationary increases to contractual services, supplies, and utilities, and increasing market wages needed to staff the facility. At present, the District is budgeted to absorb over \$300,000 in operating deficit for fiscal year 2023. The last five years average deficit is approximately \$260,000.

With referenced limits on Mountain Recreation's ability to invest in capital improvements, the Board desires for the Town Council to recognize the significant and long term investment that Mountain Recreation has made in operations (including the significant operations deficit that has been funded) and seeks to establish a partnership that results in equal investment between the Town and District inclusive of both capital and operating costs. The Mountain Rec Board also desires to reduce the cost of the debt issuance of the Town for this project by investing a large portion of its available cash in the project.

The District is financially able to contribute \$2 million in cash, which is roughly half of its fund balance, in an effort to reduce the cost of interest on the debt issued. Should the Town contribute an equal amount, and assuming the project budget remains \$15 million, the resulting balanced operating and capital investment could be modeled as follows:

Item	MtnRec	Town of Eagle
Operating deficit (last 5 yr avg)	\$260,000	0
Capital debt service*	<u>\$306,000</u>	<u>\$566,000</u>
Annual Total Investment	\$566,000	\$566,000

*Capital debt service considers a rate of 5% for certificates of participation issued by the Town of Eagle.

Mountain Rec would like to ensure the Town can count on a fixed annual debt service amount and is willing to use today's data to set debt service shares. Thank you very much for considering this proposal and for continuing to work with Mountain Rec to provide outstanding recreation services to the Eagle community.

Sincerely,



Janet Bartnik, M.S., CPRP
Executive Director
Mountain Recreation

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis
Summary of General and CTF Funds

	2020 Actual	2021 Actual	2022 Budget	YTD Sep. 30th 2022 Actual	2022 Forecast	2023 Adopted Budget	2023 vs 2022 Budget Increase/(Decrease)
Revenue							
Assessed Valuation	744,656,480	750,097,830	846,952,980		846,952,980	846,984,370	
Mill Levy	3.650	3.650	3.650			3.650	
Property taxes	2,703,367	2,747,315	3,091,378	3,055,995	3,091,378	3,091,493	115
Specific ownership taxes	134,995	150,075	139,112	114,357	139,112	150,000	10,888
Property tax penalties and Interest	2,858	4,282	3,000	3,516	3,787	3,000	-
EPIR	319,598	571,340	571,153	373,045	517,132	499,572	(71,581)
GRC	656,694	1,101,200	1,202,004	1,143,533	1,397,808	1,541,545	339,541
EFH	319,038	496,190	577,827	531,688	646,667	710,518	132,691
OR	73,270	124,513	267,726	109,841	128,247	301,783	34,057
CTF	226,759	277,151	255,931	210,103	280,091	252,120	(3,811)
Investment Income	155,989	(11,542)	8,591	45	(45,796)	30,000	21,409
Contribution Income	-	-	-	-	-	26,000	26,000
Scholarship Revenue	-	-	-	1,375	-	1,250	1,250
Sponsorship and Fundraising Rev.	44,230	49,660	103,500	52,250	52,250	47,500	(56,000)
Event sponsorship	-	-	-	-	4,000	13,250	13,250
Grant Revenue	-	-	-	-	-	5,000	5,000
Grant Revenue- CHF	10,000	86,062	101,935	101,935	101,935	96,145	(5,790)
Other Income	71,260	31,433	4,800	14,684	15,000	5,000	200
Total Revenue	4,718,058	5,627,679	6,326,956	5,712,367	6,331,611	6,774,176	447,220
Expenditures							
Administration	1,272,023	1,599,176	1,747,038	1,345,280	1,838,409	1,872,552	125,514
EPIR	672,952	753,309	919,869	541,040	756,642	893,328	(26,541)
EPIR cost recovery	47%	76%	62%	69%	68%	56%	-6%
GRC	1,297,002	1,372,454	1,637,947	1,244,219	1,665,284	1,874,080	236,133
GRC cost recovery	51%	80%	73%	92%	84%	82%	9%
TOG reimbursement	(320,154)	(135,627)	(217,972)	(50,343)	(133,738)	(166,267)	51,704
EFH	504,150	585,210	835,310	523,757	716,825	921,061	85,751
EFH cost recovery	63%	85%	69%	102%	90%	77%	8%
OR	134,535	172,183	317,110	132,974	171,337	361,332	44,222
OR cost Recovery	54%	72%	84%	83%	75%	84%	-1%
CTF	191,948	287,176	310,864	196,008	258,768	319,430	8,566
Total Expenditures before capital	3,752,456	4,633,881	5,550,166	3,932,935	5,273,526	6,075,514	525,348
Capital Expenditures							
Capital Expenditures - GF	107,092	283,758	230,820	126,525	229,044	370,955	140,135
Capital Expenditures - CTF	1,024,779	652,594	303,600	113,435	309,563	60,000	(243,600)
Total Capital Expenditures	1,131,871	936,352	534,420	239,960	538,607	430,955	(103,465)
Fund transfer to CTF	(989,968)	(662,619)	(358,533)	-	(288,240)	(127,310)	231,223
Fund transfer from GF	989,968	662,619	358,533	-	288,240	127,310	(231,223)
Excess revenue over/(under) Exp.	(166,269)	57,446	242,370	1,539,472	519,478	267,707	25,337
Beg. Fund Balance	4,528,199	4,361,930	4,419,376	4,419,376	4,419,376	4,938,854	
Ending Fund Balance	4,361,930	4,419,376	4,661,746	5,958,848	4,938,854	5,206,560	
FB breakdown							
Tabor restricted fund balance	156,000	171,000	190,000	172,000	187,000	203,000	
Operating Reserve	1,018,151	1,192,378	1,442,035	1,387,239	1,351,816	1,560,445	
Capital Reserve	1,000,000	1,000,000	1,000,000	1,000,000	3,000,000	3,000,000	
Unrestricted	2,187,779	2,055,998	2,029,711	3,399,609	400,037	443,115	

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis

General Fund - Administration			FY 2020	FY 2021	FY 2022			FY 2023	2023 vs 2022 Budget
QB Code	Incode number		Actual	Actual	Adopted Budget	YTD Sep. 30th 2022 Actual	2022 Forecast	Adopted Budget	Increase/(Decrease)
REVENUES									
40010	10-10-900-4000	Property taxes	2,703,367	2,747,315	3,091,378	3,055,995	3,091,378	3,091,493	115
40020	10-10-900-4001	Specific Ownerships taxes	134,995	150,075	139,112	114,357	139,112	150,000	10,888
40030	10-10-900-4002	Property taxes penalties and int	2,858	4,282	3,000	3,516	3,787	3,000	-
40050	10-10-900-4550	Investment income	155,989	(11,542)	8,591	45	(45,796)	30,000	21,409
	10-10-900-4502	Contribution Income				-		26,000	26,000
	10-10-900-4504	Scholarship Revenue				1,375	1,500	1,250	1,250
40070	10-10-900-4400	Sponsorship and Fundraising Revenue	44,230	49,660	103,500	52,250	52,250	47,500	(56,000)
40075	10-10-900-4401	Event sponsorship				-	4,000	13,250	13,250
	10-10-100-4411	Grant Revenue				-		5,000	5,000
40080	10-10-100-4412	Grant Revenue- CO Healthcare Foundation	10,000	86,062	101,935	101,935	101,935	96,145	(5,790)
40090	10-10-100-4513	Other Income	71,260	31,433	4,800	14,684	15,000	5,000	200
Total Revenue			3,122,699	3,057,285	3,452,316	3,344,157	3,363,166	3,468,638	16,322
PERSONNEL SERVICES									
41000	10-10-100-5000	Salaries - Administration Full Time	506,888	512,211	609,161	443,628	622,911	650,870	41,709
	10-10-100-5001	Hourly - Administration Full Time						51,572	51,572
41010	10-10-100-5002	Salaries - Administration Part Time	12,211	12,814	18,040	13,389	20,926	27,987	9,947
41020	10-10-100-5004	Employee Bonuses	36,992	39,019	19,300	4,450	31,950	35,900	16,600
41030	10-10-100-5010	Payroll Taxes (401a 3.75%<1yr; 6%>1yr; Medicare,	36,715	36,786	43,539	29,425	42,648	37,742	(5,797)
	10-10-100-5013	Medicare						10,633	10,633
	10-10-100-5014	Unemployment						2,245	2,245
41050	10-10-100-5020	Health / Life Insurance	102,555	110,988	142,956	75,798	109,118	122,643	(20,313)
		Short term Liability						10,000	10,000
	10-10-100-5023	FSA						-	-
41051	10-10-100-5024	Admin - Flexible Spending Accounts	1,159	985	1,236	1,394	1,524	8,300	7,064
	10-10-100-5025	Group Term Life						2,500	2,500
	10-10-100-5027	AD&D						100	100
42130	10-10-100-5030	Employee Stipend - Cell Phone	11,760	11,892	13,800	9,881	13,562	16,200	2,400
	10-10-100-5033	Employee Uniforms						5,250	5,250
41060	10-10-100-5040	Retirement (457 match up to 10%)	35,715	45,249	41,807	32,700	44,492	58,702	16,895
41040	10-10-100-5055	Worker's Compensation Ins (all employees)	31,036	60,149	76,199	34,395	35,323	55,000	(21,199)
Total Personnel Services			\$ 775,031	830,093	966,038	645,060	922,454	1,095,644	129,606

OTHER EXPENDITURES									
42010	10-10-101-6300	Accounting/Budgeting/Consulting	34,277	30,652	33,600	26,131	27,889	30,200	(3,400)
42020	10-10-103-6302	Advertising/Brochures	26,321	35,087	39,934	23,472	35,222	44,410	4,476
42030	10-10-101-6301	Auditing	9,750	9,975	9,975	10,275	10,250	10,500	525
42040	10-10-102-5052	Background Checks/Recruiting	3,477	4,665	10,169	7,391	10,002	11,220	1,051
42070	10-10-105-6206	Computer Services/Telephone Contract	70,033	69,170	73,978	54,862	82,468	86,298	12,320
42090	10-10-100-6350	Conferences, Training, Professional Development	9,576	11,815	20,600	11,957	16,129	27,350	6,750
42100	10-10-103-6221	Consulting	4,759	11,591	15,700	10,312	20,061	7,000	(8,700)
42110	10-10-101-6316	Credit Card Fees	28,280	47,428	55,680	50,129	70,944	64,206	8,526
42120	10-10-100-6305	Director Fees	5,693	6,000	8,800	4,100	6,000	8,800	-
42130	10-10-100-6312	Dues, Subscriptions, Books	10,360	9,044	9,050	11,440	17,969	8,844	(206)
42140	10-10-101-6306	Election Expenses	26,707	99,704	20,000	126,813	127,048	20,000	-
	10-10-103-6306	Elections - Communication Expense						1,000	1,000
41090	10-10-100-6122	HR - Employee Relations	9,562	6,869	19,000	11,656	15,021	18,500	(500)
42145	10-10-102-6215	HRIS Expenses (Paylocity)	17,677	20,706	32,200	12,278	30,278	38,130	5,930
42150	10-10-100-6330	Insurance	36,268	43,334	53,533	65,773	70,773	73,849	20,317
42160	10-10-100-6307	Legal	27,068	28,597	21,600	26,568	35,666	30,000	8,400
42200	10-10-100-6120	Meeting Expense	1,155	2,101	2,820	2,640	3,500	4,320	1,500
42220	10-10-100-6100	Office Supplies	4,529	3,216	1,620	2,051	2,500	2,630	1,010
42240		Payroll Processing Fees (Paylocity)	8,780	7,401	9,160	21,149	25,994	-	(9,160)
42250		ERP Software Fees		30,274	7,250	12,209	13,047	-	(7,250)
42260	10-10-100-6210	Registration Software Fees	22,797	37,236	19,338	12,937	17,665	21,342	2,004
42270	10-10-103-6150	Sponsorship and Fundraising Expenses	9,031	25,860	7,000	7,259	8,980	3,500	(3,500)
42275	10-10-104-6130	Event Expenses (Opening day, Outdoor Movie Series)		16,555	51,767	26,547	27,000	21,235	(30,532)
42280	10-10-100-6150	(Mountain Rec Foundation exp)- donor cultivation		183	11,050	6,174	6,643	10,180	(870)
42320	10-10-100-6317	Treasurer Fees (Eagle County Treasurer)	81,187	82,548	92,741	91,786	92,741	92,741	-
42330		Uniforms	2,812	3,263	1,500	1,100	1,031	-	(1,500)
42350	10-10-100-6140	Vehicle Fuel & Maintenance	7,210	12,433	11,500	10,541	13,299	15,500	4,000
42370	10-10-100-6340	Youth Scholarships	33,473	11,197	16,500	22,621	25,000	16,500	-
42380	10-10-102-6123	Volunteer Expense		2,844	3,000	-	-	2,508	(492)
42385	10-10-103-6801	Grant Exp- CO Health Foundation		86,062	101,935	29,149	101,935	96,145	(5,790)
	10-10-100-6810	Community Grant Funding			15,000	900	900	10,000	(5,000)
		Contingency	6,210	13,273	5,000	-	-	-	(5,000)
Total Other Expenditures			\$ 496,992	769,083	781,000	700,220	915,955	776,908	(4,092)
TOTAL ADMINISTRATION EXPENSES			\$ 1,272,023	1,599,176	1,747,038	1,345,280	1,838,409	1,872,552	125,514
Over/(Under)			1,850,676	1,458,109	1,705,278	1,998,877	1,524,757	1,596,086	

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis

Capital Expenditures			FY 2020	FY 2021	FY 2022			FY 2023	2023 vs 2022 Budget Increase/(Decrease)
QB Code	Incode number		Actual	Actual	Adopted	YTD Sep 30th	Forecast	Adopted	
			2020	2021	Budget	2022 Actual	2022	Budget	
		Expenditures							
91010	50-10-100-6103	Computer Equipment	15,822	67,658	18,550	8,340	18,436	12,600	(5,950)
91020		Eagle Area Projects (minor)	-		13,860	3,976	3,976		(13,860)
91030		Edwards Area Projects (minor)	-	10,833		26,127	46,000		-
91040		Gypsum Area Projects (minor)	-	12,314	33,410	24,132	33,132		(33,410)
91050	50-20-400-7001	EPIR Capital Replacement Fund	40,000	50,000	50,000	50,000	50,000	50,000	-
90330		EPIR Equipment in Capital Reserve Plan	910			200			-
91060	50-30-400-7001	GRC Capital Replacement	50,000	50,000	50,000	-	50,000	50,000	-
91070	50-40-400-7001	Field House Capital Replacement		-	65,000	-	-	233,810	168,810
91090		Capital Replacement and Repair Programs		92,953		-	-		-
		Reserve study				13,750	27,500	-	-
	50-40-400-7100	E-sports start up cost				-	-	24,545	24,545
Sub-total - Capital Expenditures			\$106,732	\$283,758	\$230,820	\$126,525	\$229,044	\$370,955	\$140,135
		PROJECTS:							
91035		Field House Modifications	360						-
Sub-total - Capital Projects			\$360					-	-
Total Capital Expenditures			\$107,092	\$283,758	\$230,820	\$126,525	\$229,044	\$370,955	140,135

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis

Conservation Trust Fund			FY 2020	FY2021	FY 2022			FY 2023	2023 vs 2022 Budget Increase/(Decrease)
			Actual	Actual	Adopted	YTD Sep 30th	Forecast	Adopted	
QB Code	Incode number		2020	2021	Budget	2022 Actual	2022	Budget	
REVENUES									
85500	25-60-400-4257	Eagle Sports Complex rentals	1,990	20,556	23,186	24,258	26,848	19,725	(3,461)
86500	25-70-400-4257	Freedom Park field rentals	19,778	52,870	54,430	49,940	52,775	51,395	(3,035)
86600	25-70-400-4500	Freedom Park Contract- Eagle County	52,500	42,000	31,500	-	31,500	21,000	(10,500)
85010	25-10-100-4150	State Distributions	127,491	157,169	126,800	122,177	153,968	152,000	25,200
85000	25-10-100-4550	Interest Income		-	15	-	-	-	(15)
	25-10-100-4409	CTF - Grant and Sponsorship Revenue						8,000	8,000
85600	25-10-100-4405	Community gift or grant (reimbursement)	25,000	4,556	20,000	13,728	15,000	-	(20,000)
Total Revenues			\$ 226,759	\$ 277,151	\$ 255,931	\$ 210,103	\$ 280,091	\$ 252,120	(3,811)
EXPENDITURES									
85080	25-60-400-5000	Fairgrounds Complex Maintenance Staff	20,634	40,732	55,227	24,590	31,988	22,750	(32,477)
	25-60-401-5001	Eagle Complex Maintenance Hourly - FT						34,100	34,100
85110	25-60-400-5010	Fairgrounds Payroll Taxes	1,553	3,123	4,045	1,727	2,252	2,930	(1,115)
	25-60-400-5013	Medicare						657	657
	25-60-400-5014	Unemployment						136	136
85111	25-60-400-5020	Fairgrounds Health Insurance	5,786	6,168	8,976	4,554	5,766	18,051	9,075
	25-60-400-5021	Dental						705	705
85112	25-60-400-5040	Fairgrounds Retirement	701	739	1,093	576	794	2,912	1,819
85230	25-60-401-6363	Fairgrounds Maintenance Service	2,312	6,969	12,280	4,845	7,014	7,430	(4,850)
85235	25-60-401-6107	Fairgrounds Maint/Janitorial Supplies	7,580	10,540	9,000	8,557	11,077	10,250	1,250
85240	25-60-400-6108	Fairgrounds Sports Equipment	4,338	2,400	2,000	-	2,000	2,000	-
85245	25-60-400-6105	Fairgrounds Maintenance Equipment	-	4,492	1,800	1,700	1,800	2,300	500
85120	25-60-400-6402	Fairgrounds- Electric	9,520	20,278	24,000	14,779	19,449	20,000	(4,000)
85130	25-60-400-6404	Fairgrounds- Gas	3,082	3,299	3,500	3,102	3,500	4,500	1,000
85140	25-60-400-6403	Fairgrounds- Internet		2,329	2,652	2,115	2,877	2,652	-
85150	25-60-400-6405	Fairgrounds- Trash	2,238	2,890	2,100	910	1,100	3,200	1,100
85160	25-60-400-6408	Fairgrounds- Water (TOE)	1,010	1,023	1,500	970	1,414	1,400	(100)
85170	25-60-400-6407	Fairgrounds- Toilets	954	680	500	1,800	1,800	750	250
Sub-total - Eagle Fairgrounds			\$ 59,708	\$ 105,662	\$ 128,673	\$ 70,225	\$ 92,831	\$ 136,723	8,050

86080	25-70-401-5000	Freedom Park- Maintenance staff wages	44,804	54,411	84,936	33,363	44,278	19,750	(65,186)
	25-70-401-5001	Freedom park maintenance hourly Wages - FT						42,465	42,465
86110	25-70-100-5010	Freedom Park - Payroll Taxes	2,998	3,785	5,861	2,504	3,237	3,300	(2,561)
	25-70-100-5013	Medicare						630	630
	25-70-100-5014	Unemployment						131	131
86111	25-70-100-5020	Freedom Park- Health Insurance	10,318	10,913	11,500	8,179	10,598	18,603	7,103
	25-70-100-5021	Dental						472	472
86112	25-70-100-5040	Freedom Park- Retirement	1,759	1,806	1,097	1,433	1,988	2,250	1,154
86150	25-70-400-6405	Freedom Park Trash	2,451	3,953	4,500	4,457	4,907	4,825	325
86230	25-70-401-6107	Freedom Park- Maint/Janitorial Supplies	14,438	28,147	28,690	27,333	34,435	36,502	7,812
86235	25-70-401-6105	Freedom Park- Equipment Maintenance	928	2,156	1,500	574	1,032	1,500	-
86240	25-70-401-6201	Freedom Park Maintenance Contract (SHC)	22,906	12,968	16,001	9,374	15,755	16,922	921
86250	25-70-401-6200	Freedom Park Janitorial Contract (ServiceMaster)	9,008	15,308	15,069	14,740	15,866	16,069	1,000
86310	25-70-400-6108	Freedom Park Sports Equip and Goals	2,400	2,514	2,000	-	2,000	2,000	-
86400		Freedom Park - Outdoor Ice Rink	16,960	37,821		15,093	19,452	7,000	7,000
Sub-total - Freedom Park			\$ 128,970	\$ 173,782	\$ 171,153	\$ 117,050	\$ 153,548	\$ 172,419	1,266
87120	25-80-400-6402	McCoy Park Electric	488	510	552	437	502	552	-
87110	25-80-400-6220	McCoy Contract		3,627	4,800	814	3,442	4,800	-
87130	25-80-401-6107	McCoy Maintenance Supplies		605	2,250	695	945	1,500	(750)
87170	25-80-400-6407	McCoy Park Toilets	1,282	1,490	1,936	2,160	2,500	1,936	-
87100	25-80-400-6312	McCoy Lease	1,500	1,500	1,500	4,627	5,000	1,500	-
Sub-total - McCoy Park			\$ 3,270	\$ 7,732	\$ 11,038	\$ 8,733	\$ 12,389	\$ 10,288	(750)
87200		Kaboom Park Dotsero		-					
Total Expenditures before capital			\$ 191,948	\$ 287,176	\$ 310,864	\$ 196,008	\$ 258,768	\$ 319,430	8,566
Capital CTF Expenditures									
	25-70-400-7020	CTF CRR- equipment	34,761		35,000	19,695	19,695		(35,000)
85251		Fairgrounds Improvement Design	44,584	-	-	-	-		-
85252	25-60-400-7062	Fairgrounds Improvements Construction	945,434	652,594	60,000	-	-	60,000	-
	25-60-400-6600	Fairgrounds Improvements			163,600	93,740	108,740	-	(163,600)
86300	25-70-400-7050	Freedom Park Improvements		-	10,000	-	26,128		(10,000)
		Freedom Park Turf Project		-	-	-	-		-
87140		McCoy Equipment/Playground		-	-	-	-	-	-
92020		Outdoor Ice rink infrastructure		-	-	-	155,000		-
89000		Contingency		-	35,000	-	-		(35,000)
Total Capital Expenditures			\$ 1,024,779	\$ 652,594	\$ 303,600	\$ 113,435	\$ 309,563	\$ 60,000	(243,600)
Total CTF Expenditures			\$ 1,216,727	\$ 939,770	\$ 614,464	\$ 309,443	\$ 568,331	\$ 379,430	(235,034)
OVER/(UNDER)			\$ (989,968)	\$ (662,619)	\$ (358,533)	\$ (99,340)	\$ (288,240)	\$ (127,310)	231,223
Transfer from GF			989,968	662,619	358,533	-	288,240	127,310	
Beginning Fund Balance			-	-	-	-	-	-	
Ending Fund Balance			-	-	-	(99,340)	-	-	

CTF cost recovery	19%	29%	42%	68%	49%	66%
CTF cost recovery w/o State Distributions	52%	42%	42%	45%	49%	31%

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis

General Fund - Eagle Pool & Ice Rink			FY 2020	FY 2021	FY 2022			FY 2023	2023 vs 2022 Budget Increase/(Decrease)
QB Code	Incode number		Actual	Actual	Adopted	YTD Sep 30th	Forecast	Adopted	
			2020	2021	Budget	2022 Actual	2022	Budget	
REVENUES									
50010	10-20-400-4220	Memberships/Season Passes	100	48,510	56,815	-	-	-	(56,815)
50020	10-20-400-4235	Punch cards	820	17,150	26,420	4,940	9,130	9,680	(16,740)
50030	10-20-400-4230	Daily Admissions	84,696	74,685	91,500	16,305	41,580	13,833	(77,667)
50040	10-20-400-4251	Facility Rentals	108,213	115,931	107,847	60,260	132,283	143,654	35,808
50050	10-20-400-4261	Equipment/Skate Rentals	3,699	5,687	6,000	3,513	6,000	6,000	-
50051	10-20-400-4241	Skate Sharpening	4,632	5,711	5,315	4,248	6,043	6,500	1,185
50060	10-20-400-4506	Concessions/Vending	921	1,256	1,080	444	613	1,080	-
50070	10-20-400-4800	Fundraising	92	120	800	-	-	800	-
50080	10-20-400-4505	Resale Items	3,728	5,604	4,800	2,603	3,804	3,250	(1,550)
50110	10-20-301-4300	Aquatics Programs	2,344	15,653	18,925	(203)	-	-	(18,925)
50111	10-20-302-4300	Aquatics - Swim Team	-	11,142	11,340	8,313	8,313	-	(11,340)
50120	10-20-205-4300	Rec Kids Programs	1,802	57,671	57,625	60,545	63,000	51,250	(6,375)
50125		Rec Kids Grants	-	-	-	44,135	44,135	35,308	35,308
50150	10-20-405-4256	Special Events/Birthday parties Pool	1,193	5,116	6,565	1,089	2,892	3,773	(2,792)
50160	10-20-331-4310	Eagle Fitness	-	-	360	1,380	1,500	360	-
50180	10-20-240-4300	Adult Sports - Eagle	30,487	65,675	45,300	57,615	60,000	64,580	19,280
50185	10-20-260-4300	Youth Sports - Eagle	51,020	118,769	108,010	79,748	108,629	120,550	12,540
50190	10-20-206-4300	Non-Sports Programs- Adult/Youth/Senior	-	660	3,051	2,398	2,748	700	(2,351)
	10-20-209-4300	Eagle Youth power after school program revenue						7,054	7,054
	10-20-211-4300	Eagle Active older adult program revenue						250	250
50200	10-20-400-4403	Advertisement/Sponsorships	3,000	7,000	1,500	6,750	7,500	12,250	10,750
50300		Youth Program Scholarships	3,500	-	-	-	-	-	-
50350	10-20-200-4400	Youth Program Sponsorships	12,500	15,000	17,500	17,500	17,500	17,500	-
50400	10-20-400-4513	Other Revenue	6,851	-	400	1,462	1,462	1,200	800
Total Revenues			\$ 319,598	\$ 571,340	\$ 571,153	\$ 373,045	\$ 517,132	\$ 499,572	(71,581)
PERSONNEL SERVICES EXPENDITURES									
51000	10-20-100-5000	Salaries - EPIR Full Time	199,500	201,561	247,779	169,135	248,987	202,313	(45,466)
	10-20-201-5000	Eagle Rec Kids Salaries						23,945	23,945
	10-20-230-5000	Eagle Sports Programs Salaries						65,100	65,100
	10-20-300-5000	Eagle Aquatics - Salaries						24,210	24,210
	10-20-401-5001	Eagle Maint/Cleaning Hourly Wages - FT						20,370	20,370
51010	10-20-300-5002	Wages - Pool	36,072	45,216	56,444	3,218	3,218	-	(56,444)
51020	10-20-205-5002	Wages - Rec Kids	313	12,644	34,450	15,433	17,000	28,040	(6,410)
51045	10-20-404-5002	Wages - Concessions	-	-	-	-	-	1,399	1,399
51050	10-20-405-5002	Wages - Special Events	-	-	270	-	270	342	72
51060	10-20-330-5002	Wages- Fitness	125	1,593	3,000	1,925	1,155	1,425	(1,575)
51065	10-20-402-5002	Wages - Front Desk	31,789	33,076	26,840	21,929	24,759	15,623	(11,217)
51080	10-20-401-5002	Wages - Maintenance	27,112	27,449	18,372	17,006	19,000	19,812	1,440
51011	10-20-407-5002	Wages - Rink	30,981	24,835	46,800	14,125	27,484	21,562	(25,238)
51180	10-20-240-5002	Wages- Adult Programs-Eagle/EPIR	22,119	23,394	40,088	21,824	32,173	36,123	(3,965)
51185	10-20-260-5002	Wages - Youth Programs EPIR	15,231	13,879	21,107	8,812	16,477	17,465	(3,642)
	10-20-209-5002	Eagle Youth power after school Wages - PT						2,189	2,189
51190	10-20-206-5002	Wages - Non Sports Programs		1,711	112	-	50	126	14
Sub-total - Wages & Salaries			\$ 363,242	\$ 385,358	\$ 495,262	\$ 273,407	\$ 390,573	\$ 480,044	(15,218)
52110	10-20-100-5010	Payroll Taxes	25,565	26,739	34,312	19,122	22,826	27,167	(7,145)
	10-20-100-5013	Medicare						8,453	8,453
	10-20-100-5014	Unemployment						976	976
52120	10-20-100-5020	Health / Life Insurance	71,515	71,753	98,495	54,813	68,094	90,519	(7,976)
	10-20-100-5021	Dental						5,626	5,626
52121		Flexible Spending Accounts		-	-	-	-	-	-
52130	10-20-100-5040	Retirement (457 match up to 10%)	13,599	13,977	19,920	10,787	14,460	21,341	1,421
Sub-total - Taxes and benefits			\$ 110,679	\$ 112,469	\$ 152,727	\$ 84,722	\$ 105,380	\$ 154,082	1,355
Total Personnel Services			\$ 473,921	\$ 497,827	\$ 647,989	\$ 358,129	\$ 495,953	\$ 634,126	(13,863)

OTHER EXPENDITURES									
Operating and Maintenance									
51210	10-20-400-6122	Employee Relations	318	647	800	374	800	800	-
51220	10-20-400-6106	Janitorial/Cleaning/Medical Supplies	2,567	2,657	4,600	2,199	3,980	3,500	(1,100)
51225	10-20-403-6114	Rink Supplies & Equipment	7,256	15,331	9,450	5,430	9,420	9,400	(50)
51227	10-20-400-6109	Pool Chemicals & Supplies	8,627	15,284	14,140	6,667	6,700	-	(14,140)
51230	10-20-400-6360	Maintenance Service	31,758	53,943	37,395	30,042	32,381	39,996	2,601
51235	10-20-400-6107	Maintenance Supplies	4,383	2,991	6,000	4,031	5,233	4,550	(1,450)
51240	10-20-400-6302	Marketing & Advertising	1,836	2,047	2,400	877	2,204	1,000	(1,400)
51250	10-20-400-6205	Office Equipment/Copier	4,078	4,368	6,996	2,806	4,311	4,332	(2,664)
51255	10-20-400-6100	Office Supplies	550	684	900	561	900	500	(400)
51260	10-20-400-6116	Resale items	1,692	3,395	2,300	2,109	2,300	2,100	(200)
51261	10-20-400-6117	Concessions Supplies	391	-	-	669	669	600	600
51263	10-20-400-6318	Sales Tax	319	895	400	182	400	200	(200)
51270	10-20-400-6350	Training	275	687	1,200	455	800	500	(700)
51275	10-20-400-5033	Staff uniforms	1,131	1,487	2,750	706	1,401	1,000	(1,750)
51231	10-20-400-6363	Landscaping	2,686	4,581	5,800	8,868	8,858	4,000	(1,800)
51290		Contingency			-	-	-		
Sub-total - Operating & Maintenance			\$ 67,867	\$ 108,997	\$ 95,131	\$ 65,976	\$ 80,357	\$ 72,478	(22,653)
Programs									
51310	10-20-301-6102	Aquatics	123	3,326	4,455	4,415	4,500	-	(4,455)
51311	10-20-302-6102	Swim Team & Lessons Expense	(61)	1,076	4,000	2,433	3,869	-	(4,000)
51320	10-20-205-6102	Rec Kids Expense	1,676	9,771	8,449	7,536	8,155	8,326	(123)
51350	10-20-405-6102	Special Events	-	1,097	-	399	500	800	800
51380	10-20-240-6108	Adult Sports	2,545	4,320	4,391	5,234	5,707	4,944	553
51385	10-20-260-6102	Youth Sports	28,069	31,000	39,604	28,317	40,454	52,140	12,536
	10-20-242-6111	Eagle Adult Hockey Jerseys						4,250	4,250
	10-20-211-6102	Eagle active older adult Program Expense						75	75
	10-20-209-6102	Eagle Youth power after school Program expense						600	600
51390	10-20-206-6102	Non-Sports Adult/Youth	-	383	150	286	400	150	-
Sub-total - Programs			\$ 32,352	\$ 50,973	\$ 61,049	\$ 48,620	\$ 63,585	\$ 71,285	10,236
Utilities									
51410		Cable/Radio/TV	2,501	2,353	3,484	2,078	3,728	-	(3,484)
51420	10-20-400-6402	Electric	45,937	47,151	55,000	29,935	52,254	53,500	(1,500)
51430	10-20-400-6404	Gas	24,238	25,013	32,000	21,369	41,354	40,000	8,000
51440	10-20-400-6406	Security	1,758	3,086	4,128	2,551	4,966	4,184	56
51450	10-20-400-6401	Telephone/Internet	4,999	3,546	3,888	3,157	3,699	6,955	3,067
51460	10-20-400-6408	Water - Town of Eagle	19,379	14,363	17,200	9,225	10,746	10,800	(6,400)
51471	10-20-400-6407	Toilets		-	-	-	-		-
Sub-total - Utilities			\$ 98,812	\$ 95,512	\$ 115,700	\$ 68,315	\$ 116,747	\$ 115,439	(261)
Total Other Expenditures			\$ 199,031	\$ 255,482	\$ 271,880	\$ 182,911	\$ 260,689	\$ 259,202	(12,678)
TOTAL EPIR Expenditures			\$ 672,952	\$ 753,309	\$ 919,869	\$ 541,040	\$ 756,642	\$ 893,328	(26,541)
TOTAL EPIR REVENUE OVER (UNDER) EXP.			\$ (353,354)	\$ (181,969)	\$ (348,716)	\$ (167,995)	\$ (239,510)	\$ (393,756)	(45,039)

EPIR cost recovery	47%	76%	62%	69%	68%	56%
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Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis

General Fund - Gypsum Recreation Center			FY 2020	FY2021	FY 2022			FY2023	2023 vs 2022 Budget Increase/(Decrease)
QB Code	Invoice number		Actual	Actual	Adopted	YTD Sep 30th	Forecast	Adopted	
			2020	2021	Budget	2022 Actual	2022	Budget	
REVENUES									
60010	10-30-400-4200	Memberships	277,662	507,533	627,852	536,287	697,697	801,922	174,070
60020	10-30-400-4235	Punch cards	16,860	29,921	34,600	17,473	26,722	34,000	(600)
60030	10-30-400-4230	Daily Admissions	49,936	75,940	88,973	87,076	107,453	116,000	27,027
60040	10-30-400-4250	Facility Rentals	1,210	850	1,000	18,053	26,645	5,000	4,000
60050	10-30-400-4503	VVMC/Howard Head License Agreement	22,070	22,733	23,299	19,415	25,243	27,360	4,061
60060	10-30-400-4506	Concessions/Vending	1,316	2,091	1,200	2,945	4,221	3,600	2,400
60080	10-30-400-4505	Resale Items	1,489	2,294	2,000	2,384	2,870	2,244	244
60110	10-30-301-4300	Aquatic Programs - GRC	15,086	17,733	31,248	17,943	20,007	55,596	24,348
60111	10-30-307-4230	Gypsum Creek Pool	415	7,106	7,049	15,049	22,532	23,000	15,951
60120	10-30-205-4300	Rec Kids Programs	74,653	109,075	75,150	80,420	81,500	75,150	-
60125		Rec Kids Grants	-	-	-	44,135	44,135	35,308	35,308
60130	10-30-406-4259	Child Care	70	391	240	352	569	300	60
60140		Climbing Revenues	-	-	-	-	-	-	-
60150	10-30-405-4256	Events- Parties	2,754	10,961	15,430	2,960	3,500	20,860	5,430
60160	10-30-331-4310	Fitness Programs	6,045	7,549	9,625	10,635	13,601	37,280	27,655
60170	10-30-290-4300	Gymnastics Revenues	82,064	233,179	190,116	174,093	190,116	190,000	(116)
60171	10-30-293-4300	Gymnastic Camps/Meets	7,360	20,163	20,720	44,645	48,145	33,075	12,355
60180	10-30-240-4300	Adult Sports Programs	-	-	1,200	200	300	1,400	200
60185	10-30-293-4300	Youth Sports Programs	25,489	23,935	43,040	38,045	49,132	48,570	5,530
60190	10-30-206-4300	Adult/Youth Non-sports programs	1,853	5,536	8,262	5,286	7,270	4,900	(3,362)
	10-30-211-4300	Gypsum Active older adult program revenue	-	-	-	-	-	4,980	4,980
60200	10-30-900-4500	TOG Reimbursement	320,154	-	-	-	-	-	-
60300	10-30-200-4404	Youth Scholarship	3,500	-	3,500	-	-	3,500	-
60350	10-30-200-4400	Youth Sponsorships	12,600	15,000	17,500	17,500	17,500	17,500	-
60400		Other Income	54,262	9,210	-	8,637	8,650	-	-
Total Revenues			\$ 656,694	\$ 1,101,200	\$ 1,202,004	\$ 1,143,533	\$ 1,397,808	\$ 1,541,545	339,541
PERSONNEL SERVICES									
61000	10-30-100-5000	Salaried Full-time	294,172	286,339	301,197	229,367	318,455	179,520	(121,677)
	10-30-201-5000	Gypsum Rec Kids Salaries	-	-	-	-	-	47,886	47,886
	10-30-230-5000	Gypsum Sports Programs Salaries	-	-	-	-	-	35,876	35,876
	10-30-290-5000	Gypsum Gymnastics Salaries	-	-	-	-	-	55,970	55,970
	10-30-290-5001	Gypsum Gymnastics Hourly Wages - Full Time	-	-	-	-	-	35,800	35,800
	10-30-300-5000	Gypsum Aquatics - Salaries	-	-	-	-	-	141,110	141,110
	10-30-401-5001	Gypsum Maint/Cleaning Hourly Wages - Full Time	-	-	-	-	-	74,993	74,993
61010	10-30-300-5002	Aquatics	90,198	88,457	149,550	91,783	106,896	132,614	(16,936)
60111	10-30-307-5002	Aquatics- Gypsum Creek Pool	-	21,638	22,983	22,797	24,000	20,924	(2,059)
61020	10-30-205-5002	Camps/Rec Kids	58,402	51,820	57,000	66,003	67,000	50,008	(6,992)
61030	10-30-406-5002	Child Care	9,339	15,649	28,050	18,483	26,074	28,697	647
61040		Climbing	-	-	-	-	-	-	-
61050	10-30-405-5002	Events- Parties	-	71	210	622	1,616	1,680	1,470
61060	10-30-330-5002	Fitness	58,520	42,422	52,833	37,064	52,425	53,088	255
61065	10-30-402-5002	Front Desk	70,623	95,477	112,005	89,458	123,420	95,273	(16,732)
61070	10-30-290-5002	Gymnastics	57,942	72,897	76,003	53,956	76,003	22,943	(53,060)
61080	10-30-401-5002	Maintenance/Cleaning	63,491	51,681	69,312	35,895	62,539	23,706	(45,606)
61180	10-30-240-5002	Adult Programs	-	-	540	-	-	600	60
61185	10-30-260-5002	Youth Programs	1,191	1,829	5,208	1,432	3,972	5,601	393
	10-30-211-5002	Gypsum active older adult Wages - PT	-	-	-	-	-	1,080	1,080
	10-30-210-5002	Gypsum Summer Lunch Hourly Wages - Part Time	-	-	-	-	-	1,330	1,330
61190	10-30-206-5002	Non Sports Programs	-	1,988	4,676	300	430	1,507	(3,169)
Sub-total - Wages & Salaries			\$ 703,878	\$ 730,268	\$ 879,567	\$ 647,160	\$ 862,830	\$ 1,010,206	130,639
61110	10-30-100-5010	Payroll Taxes	44,948	45,730	60,687	38,868	41,000	43,790	(16,897)
	10-30-100-5013	Medicare	-	-	-	-	-	14,968	14,968
	10-30-100-5014	Unemployment	-	-	-	-	-	1,287	1,287
61120	10-30-100-5020	Health / Life Insurance	77,924	78,557	99,688	62,152	77,868	161,707	62,019
	10-30-100-5021	Dental	-	-	-	-	-	9,065	9,065
61130	10-30-100-5040	Retirement (457 match up to 10%)	14,989	13,925	28,042	11,301	13,210	30,220	2,179
Sub-total - Taxes and benefits			\$ 137,861	\$ 138,212	\$ 188,417	\$ 112,321	\$ 132,078	\$ 261,037	72,620
Total Personnel Services			\$ 841,739	\$ 868,480	\$ 1,067,984	\$ 759,481	\$ 994,908	\$ 1,271,243	203,259

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis

General Fund - Edwards Field House			FY 2020	FY2021	FY 2022			FY 2023	2023 vs 2022 Budget Increase/(Decrease)
QB Code	Incode number		Actual	Actual	Adopted	YTD Sep 30th	Forecast	Adopted	
			2020	2021	Budget	2022 Actual	2022	Budget	
REVENUES									
70010	10-40-400-4200	Memberships/Season Passes	6,596	8,142	7,860	10,026	15,151	16,032	8,172
70030	10-40-400-4230	Daily Admissions	8,693	12,025	14,749	13,385	18,032	18,014	3,265
70040	10-40-400-4252	Facility Rentals	42,717	51,035	66,150	56,588	72,977	72,900	6,750
70050	10-40-400-4503	Vail Health and SOS Leases	69,923	74,164	73,791	59,265	80,766	78,501	4,710
70060	10-40-400-4506	Concessions/Vending	920	1,026	1,200	1,482	1,825	1,776	576
70070		Fundraising	-	-	-	-	-	-	-
70080	10-40-400-4505	Resale items	708	808	480	385	500	480	-
70120	10-40-205-4300	Rec Kids Programs	49,810	79,276	77,300	82,524	84,000	75,150	(2,150)
70125		Rec Kids grants	-	-	-	44,135	44,135	35,308	35,308
70140		Climbing Revenues	-	-	-	-	-	-	-
70150	10-40-405-4256	Events- Parties	1,444	4,476	6,183	6,415	6,603	13,625	7,442
70160		Fitness- Health and Wellness	1,061	-	-	-	-	-	-
70170	10-40-291-4300	Gymnastics	68,299	150,011	163,536	126,251	163,536	160,097	(3,439)
70171	10-40-293-4300	Gymnastics Meets	5,860	9,968	8,720	-	6,000	25,050	16,330
70173	10-40-294-4300	Antigravity	10,294	31,580	58,858	48,177	58,858	58,000	(858)
70180	10-40-240-4300	Adult Programs	10,020	20,300	23,500	9,510	17,975	21,450	(2,050)
70185	10-40-260-4300	Youth Programs	20,663	36,774	52,100	53,862	55,000	83,430	31,330
70190	10-40-206-4300	Non-sports Programs (Adult/Youth/Senior)	30	1,605	2,400	1,046	2,672	4,550	2,150
	10-40-211-4300	Edwards Active older adult program revenue	-	-	-	-	-	4,980	4,980
70200	10-40-400-4403	Advertisement/Sponsorships	-	-	-	-	-	1,500	1,500
70300	10-40-200-4404	Youth Program Scholarships	3,500	-	3,500	-	-	3,500	-
70350	10-40-200-4400	Youth Program Sponsorships	12,500	15,000	17,500	17,500	17,500	17,500	-
70400		Other Revenue	6,000	-	-	1,137	1,137	-	-
		E-sports revenue	-	-	-	-	-	18,675	18,675
Total Revenues			\$ 319,038	496,190	\$ 577,827	\$ 531,688	\$ 646,667	710,518	132,691
PERSONNEL SERVICES EXPENDITURES									
71000	10-40-100-5000	Salaries - Full Time	187,549	190,382	250,562	187,537	245,622	157,194	(93,368)
	10-40-201-5000	Edwards Rec Kids Salaries	-	-	-	-	-	47,886	47,886
	10-40-290-5000	Edwards Gymnastics Salaries	-	-	-	-	-	66,237	66,237
	10-40-290-5001	Edwards Gymnastics Hourly Wages - Full Time	-	-	-	-	-	23,866	23,866
	10-40-401-5001	Edwards maint/cleaning hourly Wages - FT	-	-	-	-	-	25,933	25,933
	10-40-230-5000	Edwards Sports Programs Salaries	-	-	-	-	-	65,910	65,910
71020	10-40-205-5002	Wages - Camps/Rec Kids	26,557	32,595	57,000	25,221	30,393	48,807	(8,193)
71040		Wages - Climbing	-	-	-	-	-	-	-
71050	10-40-405-5002	Wages - Special Events	994	-	2,175	36	912	1,824	(351)
71060		Wages- Fitness	1,386	-	-	-	-	-	-
71065	10-40-402-5002	Wages - Front Desk	26,333	45,615	31,955	19,414	37,919	43,677	11,722
71070	10-40-290-5002	Wages - Gymnastics	22,739	41,115	57,828	32,151	50,572	18,354	(39,474)
71073	10-40-294-5002	Wages - Antigravity	2,937	8,315	36,997	10,777	13,234	10,450	(26,547)
71080	10-40-401-5002	Wages - Maintenance and Janitorial	23,896	16,041	18,900	10,437	14,354	5,130	(13,770)
71180	10-40-240-5002	Wages - Adult Programs	10,953	5,740	14,400	6,161	11,331	13,680	(720)
71185	10-40-260-5002	Wages - Youth Programs	10,301	8,140	14,200	4,631	12,686	19,084	4,884
	10-40-211-5002	Edwards active older adult Wages - PT	-	-	-	-	-	1,080	1,080
71190	10-40-206-5002	Wages- NonSports Programs	-	-	3,767	-	1,000	1,417	(2,351)
Sub-total - Wages & Salaries			\$ 313,645	347,943	\$ 487,784	296,365	418,023	550,529	62,745
72110	10-40-100-5010	Payroll Taxes	22,374	23,955	33,169	20,372	29,038	26,294	(6,875)
	10-40-100-5013	Medicare	-	-	-	-	-	7,645	7,645
	10-40-100-5014	Unemployment	-	-	-	-	-	1,079	1,079
72120	10-40-100-5020	Health / Life Insurance	43,510	43,432	87,950	33,611	41,514	73,963	(13,987)
	10-40-100-5021	Dental	-	-	-	-	-	4,859	4,859
72130	10-40-100-5040	Retirement (457 match up to 10%)	10,832	11,863	19,042	11,223	14,944	24,247	5,205
Sub-total - Taxes and benefits			\$ 76,716	79,250	\$ 140,161	\$ 65,206	\$ 85,496	138,087	(2,074)
Total Personnel Services			\$ 390,361	427,193	627,945	\$ 361,571	\$ 503,519	688,616	60,671

OTHER EXPENDITURES								
<i>Operating and Maintenance</i>								
71210 10-40-400-6122	Employee Relations	344	766	900	253	900	1,200	300
71220 10-40-401-6106	Janitorial/Cleaning/Medical Supplies	2,892	4,357	6,150	4,474	6,170	6,150	-
71230 10-40-401-6360	Maintenance Service	18,162	19,644	22,580	17,031	22,073	22,580	-
71235 10-40-401-6107	Maintenance Supplies	4,157	2,986	15,860	1,577	6,593	8,050	(7,810)
10-40-401-6200	Janitorial Contract		9,768	26,000	22,977	30,636	32,336	6,336
71240 10-40-400-6302	Marketing & Advertising	1,009	988	1,500	-	1,500	500	(1,000)
71250 10-40-400-6205	Office Equipment/Copier	4,096	4,690	4,572	3,222	4,526	4,572	-
71255 10-40-400-6100	Office Supplies	345	385	1,440	538	1,258	1,440	-
71260 10-40-400-6116	Resale items	234	-	480	-	140	480	-
71270 10-40-400-6350	Training	620	-	1,020	-	-	1,020	-
71275 10-40-400-5033	Staff uniforms	116	1,521	2,500	817	1,162	2,000	(500)
Sub-total - Operating & Maintenance		\$ 31,975	\$ 45,105	\$ 83,002	\$ 50,889	\$ 74,958	\$ 80,328	(2,674)
<i>Programs</i>								
71320 10-40-205-6102	Camps/Rec Kids Expense	4,806	7,654	11,795	8,142	10,310	9,580	(2,215)
71340 10-40-403-6102	Climbing	125	2,507	350	-	-	350	-
71350 10-40-405-6102	Special Events	349	-	250	-	250	250	-
71360	Health and Wellness	-	-	-	-	-	-	-
71370 10-40-290-6102	Gymnastics expense	1,909	3,432	6,725	32,914	25,000	5,085	(1,640)
71371 10-40-293-6102	Gymnastics camps/meets	3,618	11,986	7,225	305	5,305	23,550	16,325
71373	Antigravity	-	-	1,220	875	1,220	-	(1,220)
10-40-294-6108	Edwards Antigravity Equipment						2,475	2,475
71380 10-40-240-6102	Adult Program Exp	915	1,237	2,851	762	2,333	2,340	(511)
71385 10-40-260-6102	Youth Programs	20,072	28,675	35,469	31,245	36,523	41,027	5,558
10-40-211-6102	Edwards active older adult Program expense						3,250	3,250
71390 10-40-206-6102	Non-Sports Programs	-	421	2,033	-	500	1,050	(983)
Sub-total - Programs		\$ 31,794	\$ 55,912	\$ 67,918	\$ 74,243	\$ 81,441	\$ 88,957	21,039
<i>Utilities</i>								
71410	Cable/Radio/TV	420	194	420	310	525	-	(420)
71420 10-40-400-6402	Electric	23,186	30,073	30,425	20,951	28,812	30,000	(425)
71430 10-40-400-6404	Gas	14,537	14,802	12,925	7,514	15,491	15,900	2,975
71440 10-40-400-6406	Security	1,543	1,895	2,150	635	1,270	1,750	(400)
71450 10-40-400-6401	Telephone/Internet	5,331	4,409	4,950	3,459	5,191	9,510	4,560
71460 10-40-400-6408	Water and Sewer	5,003	5,627	5,575	4,185	5,618	6,000	425
Sub-total - Utilities		\$ 50,020	\$ 57,000	\$ 56,445	\$ 37,054	\$ 56,907	\$ 63,160	6,715
Total Other Expenditures		\$ 113,789	\$ 158,017	\$ 207,365	\$ 162,186	\$ 213,306	\$ 232,445	25,080
TOTAL EFH Expenditures		\$ 504,150	\$ 585,210	\$ 835,310	\$ 523,757	\$ 716,825	\$ 921,061	85,751
TOTAL EFH REVENUE OVER (UNDER) EXP.		\$ (185,112)	\$ (89,020)	\$ (257,483)	\$ 7,931	\$ (70,158)	\$ (210,543)	46,941
EFH cost recovery		63%	85%	69%	102%	90%	77%	

Mountain Recreation Metropolitan District
Statement of Revenues, Expenditures and Change in Fund Balance
Actual, Budget and Forecast for the Periods Indicated
Modified Accrual Budgetary Basis

General Fund - Outdoor Recreation			FY 2020	FY2021	FY 2022		FY 2023	2023 vs 2022 Budget Increase/(Decrease)
QB Code	Invoice number		Actual	Actual	Adopted	YTD Sep 30th	Forecast	
			2020	2021	Budget	2022 Actual	2022	Budget
REVENUES								
75100		Outdoor Recreation MRMD Programs- NEW SPLIT	61,189	104,891		109,841	128,247	-
75110	10-50-281-4300	Outdoor Recreation Day Camps			51,280			58,360
75120	10-50-282-4300	Outdoor Recreation Overnight Camps			41,566			13,100
75130	10-50-283-4300	Outdoor Recreation Sports Camps			66,000			93,600
75140	10-50-283-4301	Outdoor Recreation Contractor Programs/Services			52,400			39,900
75150	10-50-284-4300	Outdoor Recreation Special Events			5,300			17,825
75160	10-50-285-4300	Outdoor Education			17,560			15,698
75170	10-50-286-4300	Outdoor Clinics and Workshops			12,000			15,200
75180	10-50-287-4300	Outdoor Recreation School's Out Programming			21,620			12,350
	10-50-288-4300	OR - Monument trips program revenue						31,500
	10-50-289-4300	OR - Maloit park challenge program revenue						3,250
	10-50-280-4302	Gear library revenue						1,000
75300		SOS reimbursement	12,081	19,622	-	-	-	-
Total Revenues			\$ 73,270	\$ 124,513	267,726	\$ 109,841	\$ 128,247	\$ 301,783
PERSONNEL SERVICES EXPENDITURES								
76000	10-50-280-5000	Full Time OR	66,273	48,191	97,320	43,747	59,228	123,567
76100	10-50-280-5002	PT wages	16,628	41,117	26,995	26,656	28,000	60,500
		PT Overnight Guide			17,384			
		PT Sports Camps			17,388			
		PT outdoor Rec			18,226			
Sub-total - Wages & Salaries			\$ 82,901	\$ 89,308	177,314	\$ 70,403	\$ 87,228	\$ 184,067
76110	10-50-280-5010	Payroll Taxes	5,919	4,586	12,158	3,534	4,500	7,389
	10-50-280-5013	Medicare						3,063
	10-50-280-5014	Unemployment						379
76120	10-50-280-5020	Health / Life Insurance	13,555	7,893	10,118	13,635	17,640	40,700
	10-50-280-5021	Dental						2,723
	10-50-280-5033	Outdoor Rec Staff Uniforms						1,000
76130	10-50-280-5040	Retirement (457 match up to 10%)	3,337	-	4,872	2,658	3,304	6,966
Sub-total - Taxes and benefits			\$ 22,811	\$ 12,479	27,148	\$ 19,827	\$ 25,444	\$ 62,220
Total Personnel Services			\$ 105,712	\$ 101,787	204,462	\$ 90,230	\$ 112,672	\$ 246,287
OTHER EXPENDITURES								
<i>Operating and Maintenance</i>								
10-50-280-6100		office supplies	-	151	250	28	178	250
10-50-280-6122		staff training and appreciation			550	-	426	650
10-50-280-6350		conferences and training			2,765	-	3,807	-
10-50-280-6102		Operating- marketing, shirts, gear library, vehicles			13,300	-	5,000	7,500
10-50-280-6161		Gear Library expense				-	-	4,500
10-50-280-6302		Outdoor Rec Marketing & Communications Expense				-	-	3,150
Sub-total - Operating & Maintenance			\$	\$ 151	16,865	\$ 28	\$ 9,411	\$ 16,050
<i>Programs</i>								
10-50-282-6102		Overnight Camps			5,150			11,660
		Day Camps			21,630			3,150
10-50-283-6102		sports camps			325			775
10-50-283-6230		contractor splits			42,455			45,225
10-50-284-6102		special events			3,175			11,140
10-50-285-6102		outdoor education			16,025			13,185
10-50-286-6102		clinics and workshops			1,356			3,995
10-50-287-6102		school's out			5,668			2,965
10-50-288-6102		OR Monument trips - Program expense			-			6,000
10-50-289-6102		OR - Maloit park challenge Program expense						900
76280		Outdoor Rec MRMD	28,823	70,245	-	42,716	49,254	-
Sub-total - Programs			\$ 28,823	\$ 70,245	95,784	\$ 42,716	\$ 49,254	\$ 98,995
Total Other Expenditures			\$ 28,823	\$ 70,396	112,649	\$ 42,744	\$ 58,665	\$ 115,045
TOTAL OUTDOOR REC Expenditures			\$ 134,535	\$ 172,183	317,110	\$ 132,974	\$ 171,337	\$ 361,332
TOTAL Outdoor REC REVENUE OVER (UNDER) EXP.			\$ (61,265)	\$ (47,670)	(49,384)	\$ (23,133)	\$ (43,090)	\$ (59,549)

OR cost recovery 54% 72% 84% 83% 75% 84%