



Town Council
Tuesday, July 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 in an in-person meeting with access via Teams.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 284 132 921 702

Passcode: PS6LSZ

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

Or call in (audio only)

[+1 469-770-0416,,548625691#](#) United States, Dallas

Phone Conference ID: 548 625 691#

Please note: All participants must remain muted until they are requested to speak. This will reduce background noise disruptions to the meeting attendees.

When it's your turn to speak, you will have three (3) minutes for public comment.

PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on this agenda can be submitted to Jenny Rakow, Town Clerk, and will be included as part of the record.

For technical difficulties, please email jenny.rakow@townofeagle.org and we will do our best to assist you.

CALL TO ORDER - 6:00 PM

ROLL CALL

ADOPTION OF AGENDA *Opportunity for amendment or deletions to the agenda.*

PUBLIC COMMENT - 6:05 PM *Citizens are invited to comment on any item, not on the Agenda subject to a public hearing. Please limit your comments to three (3) minutes per person per topic unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to state their name and address for the record.*

CONSENT AGENDA - 6:10 PM *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.*

1. Minutes - June 27, 2023
2. Bill Pay - June 2023

3. Resolution 42, Series 2023 "A Resolution Approving an Intergovernmental Agreement Between the Eagle County Clerk and Recorder and the Town of Eagle Concerning the Tuesday, November 7, 2023, Coordinated Election for the Coordinated November General Election"
4. Resolution 46, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Agreement for Refuse Collection and Disposal Services with Vail Honeywagon Enterprises, LLC"
5. Resolution 47, Series 2023, "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Laura Hartman to Fill the Vacancy on the Town of Eagle Planning and Zoning Commission and to Reclassify and Weston Arbogast from First Alternate to Regular Member"

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

1. Town Manager Update
2. Department Update for June Activities

BUSINESS ITEMS - 6:20 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. Benefits & Compensation Mid-Year Presentation, Jennifer Olson & Lynette Horan
2. Resolution 49, Series 2023, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Reimbursement Agreement with Habitat for Humanity Vail Valley, Inc."
3. ReCode: Discussion regarding proposed Old Town Residential (OTR) Zone District

EXECUTIVE SESSION - 7:20 PM

1. An executive session for the purpose of receiving legal advice from the Town attorney and special counsel for water pursuant to CRS 24-6-402(4)(b) and to develop strategy for negotiations and inform negotiators pursuant to CRS 24-6-402(4)(e) regarding the water court case filed by BCP-ARR, Case No. 23CW3067, to change the location of the Confluence Reservoir to the Haymeadow development and impacts on the Town's water court case, Case No. 22CW3014.

BUSINESS ITEM AFTER EXECUTIVE SESSION - 7:35 PM

1. Resolution 48, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing Town Staff to Take Certain Actions Regarding Town Water Rights"

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:40 PM

1. Future Agenda Items
2. Council Committee Updates

ADJOURN - 7:50 PM

I hereby certify that the above Notice of Meeting was posted by me in the designated location at least 24 hours prior to said meeting.



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI – Eagle Guest



MEETING MINUTES
Town Council
Tuesday, June 27, 2023
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This was an in-person meeting with access via 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 (*remote*), Sarah Parrish, Nick
Sunday, Jamie Woodworth Foral

COUNCILMEMBERS ABSENT

None

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
Dennis Wike, Engineer
Lynette Horan, Human Resources Manager
Jessica Lake, Planner
Carly West, Marketing & Communications Manager
Kevin Aoki, Information Technology Manager
Nikki Davis, Economic Development & Housing Specialist
Carrie Buhlman, Lieutenant
Madison Vaughan, Records Technician
Peyton Heitzman, Planner
Cliff Simonton, Planner

ADOPTION OF AGENDA

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

PUBLIC COMMENT

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

PRESENTATIONS

1. Town of Eagle Economic Development Plan, Update by Economic & Planning Systems (EPS) - Virtual Presentation

Sarah Dunmire from Economic Planning Systems provided a presentation to the Council.

2. Eagle Police Department Management Audit, Paul D. Schultz Municipal Police Consultants, LLC
Chief Derek Bos introduced this item. Paul Schultz provided the presentation.

CONSENT AGENDA

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

1. Minutes - June 13, 2023
2. Resolution 44, Series 2023, "A Resolution Establishing a Policy for the Display of Flags on Town Property"
3. Resolution 45, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Erik A. Johnson as the Judge of the Eagle Municipal Court and Approving an Associated Agreement"

STAFF REPORTS

1. Town Manager Update
2. Proposition 123 - State Affordable Housing Fund
Nikki Davis stated staff will provide the council with updates and will look for a work session opportunity.

BUSINESS ITEMS

1. PUBLIC HEARING: ReCode Eagle; Update and Amendment to Title 4 of the Municipal Code and Zoning Map, File No. LURA23-03 - Review of topic-specific issues (*approval to be tabled*)
Mayor Scott Turnipseed opened the public hearing for ReCode Eagle; Update and Amendment to Title 4 of the Municipal Code and Zoning Map, File No. LURA23-03 - Review of topic-specific issues.

Chad Phillips presented this item.

Mayor Scott Turnipseed opened public comment:

Jenna Pranam 441 Washington Street- was not in support of the current plan relating to old town and wants to see the character preserved and not end up like Wall Street.

Council comments: this is a difficult issue to increase housing and density. We want to find middle ground. Council will have further discussion about this on the 11th of July. Requested that preschool and childcare centers be allowed in all available districts and to redefine the criteria with conflicting uses. Staff will send out the most current draft to council prior to the next meeting in July. Discussion on landscaping and fence guidelines in wildlife corridors. Requested clarifying language for fencing along open space. Discussion of screening of recreational vehicles on private property and issues with parking them in the public right of way.

MOTION: Councilmember Nick Sunday motioned to table the Public Hearing for ReCode Eagle; Update and Amendment to Title 4 of the Municipal Code and Zoning Map, File No. LURA23-03 - Review of topic-specific issues until August 8, 2023. The motion was seconded and Passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Grimmer, Parrish, Sunday, and Foral) and 0 opposed.

2. Resolution 43, Series 2023 "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Members to Various Boards and Commissions"
Council comments: Nick Sunday will move to the regular member of the EVTA and Geoff Grimmer volunteered for

Vail Valley Partnership Economic Advisory. Council preferred to wait for the November election for the remainder.

MOTION: Councilmember Sarah Parrish motioned to approve Resolution 43, Series 2023 “A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Members to Various Boards and Commissions” by making the changes discussed. The motion was seconded and Passed with a vote of 7 in favor and 0 opposed.

3. Request for Approval of the Grand Avenue ECO Transit Bus Shelter Project

Council comments: discussion on a cost-reducing solution for the relocation of this shelter and Grand Avenue improvements. Staff provided the structure itself will be reused, but the concrete would need to stay and be removed. Confirmation that ECO Transit will maintain the shelter and remove the trash.

MOTION: Councilmember Scott Turnipseed motioned to approve that staff continues to work on the Grand Avenue Bus Shelter project including the preparation of an IGA with ECO Transit. The motion was seconded and Passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Grimmer, Parrish, Sunday, and Foral) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Future Agenda Items

Council Member Sunday – would like to have a discussion on ebikes and consider dismount zones on Broadway. Matt Mire is working with Chief Bos on the Model Traffic Code which will need to be cross-checked to ensure we can make changes. Additionally, signage needs to be updated for bike routes.

Council Member Bodenheimier would like to continue the quality of life initiative with a consultant so we can address with the 2024 budget.

2. Council Committee Updates

Council Member Sunday, EVTA meetings are going well, making headway for Eagle regarding bus fares.

Council Member Parrish, MEAC – thanked Molly Furtado for Flight Days.

Council Member Bodenheimier, OSRAC is thankful for the training held recently and creation of the mission and vision statement for the group.

Council Member Bodenheimier, Grand Avenue Corridor Stakeholder Committee is reforming.

Council Member Bodenheimier, Eagle Ranch Housing Corporation would like to have a joint meeting with the Council to look at the Vail Health housing proposals. Larry indicated he will have Nikki take the lead in organizing.

Council Member Grimmer, concern the ebike rebate may compound challenges already. Would like to see multimodal trails between Eagle Ranch and City Market.

Council Member Grimmer, Mountain Towns 2030 is gearing up for 2024 meeting.

Council Member Grimmer, CML will be updating members on the new policies coming out of state legislature.

Mayor Turnipseed stated he attended the 3rd Street housing groundbreaking and it was great, took the opportunity to commend Peyton Heitzman on her work with this project.

ADJOURN - 7:30 PM

MOTION: Councilmember Mikel Kerst motioned to adjourn. The motion was seconded and Passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Grimmer, Parrish, Sunday, and Foral)and 0 opposed.

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
JUNE 2023**

Town Council

Pinnacol Assurance	Worker's Compensation	\$ 9.94
Walking Mountains Science Center	Special Council Funding-Energy Rebates	7,692.00
Total Town Council		\$ 7,701.94

General Government

Pinnacol Assurance	Worker's Compensation	\$ 70.73
CEBT	Health & Life Ins. Payable	5,002.12
Rocky Mountain Reserve LLC	Health & Insurance Benefits	18.43
Standard Insurance Company	Health & Life Ins. Payable	215.20
Costco	Office Supplies	33.07
Signature Signs Inc	Office Supplies	120.00
Staples	Office Supplies	39.98
Eagle Chamber Of Commerce	Dues & Subscriptions	10,000.00
Employer's Council Services, Inc.	Professional Services-HR	650.00
KLJ Engineering LLC	Professional Services-Grant Services	11,261.75
Hoffman, Parker, Wilson & Carberry PC	Legal - General	779.00
Inner Matrix Systems	Tuition & Books	348.00
Total General Government		\$ 28,538.28

General Administration

Bartnik, Alfred Or Janet	Utility Overpayment Refund	\$ 150.00
Sweatt, John L Revocable Living Trust	Utility Overpayment Refund	149.83
Arete Enterprises	Taxes And Other Receivables	60.13
Crescent Resort Development, LLC	W.E.R. Recapture Fees Payable	76,731.76
CEBT	Health & Life Ins. Payable	16,142.20
Family Support Registry	Misc. Deductions Payable	220.14
Barrios, Jose Manuel	Facility Usage Deposit Refund	750.00
Boyer, Lori	Facility Usage Deposit Refund	600.00
Cardenas, Adolfo	Facility Usage Deposit Refund	975.00
Chairez-Hernandez, Nancy	Facility Usage Deposit Refund	375.00
Chavez, Ruth	Facility Usage Deposit Refund	750.00
Curtin, Thomas	Facility Usage Deposit Refund	750.00
Davies, Timothy	Facility Usage Deposit Refund	375.00
Eagle County Health & Human Service	Facility Usage Deposit Refund	750.00
Eagle County School District	Facility Usage Deposit Refund	1,350.00
Eagle County Sheriff's Office	Facility Usage Deposit Refund	750.00
Esparza-Rosales, Lina	Facility Usage Deposit Refund	375.00
Garcia Cano, Elizabeth	Facility Usage Deposit Refund	375.00
Gonzalez, Reynalda	Facility Usage Deposit Refund	370.87
Harakal, Agnes	Facility Usage Deposit Refund	750.00
Morales, Maria Veronica	Facility Usage Deposit Refund	275.00
Mountain Recreation Metro District	Facility Usage Deposit Refund	950.00

General Administration (Cont.)

Old Growth Tree Service	Facility Usage Deposit Refund	750.00
Palmer, Kalie	Facility Usage Deposit Refund	750.00
Rahe, Denise	Facility Usage Deposit Refund	750.00
Seybold, Sheila	Facility Usage Deposit Refund	374.92
Town Of Avon	Facility Usage Deposit Refund	750.00
Vail Valley Anglers	Facility Usage Deposit Refund	750.00
Youth Power 365	Facility Usage Deposit Refund	675.00
Western Fireplace Supply	Building Permits Refund	175.00
Pinnacol Assurance	Worker's Compensation	117.63
CEBT	Health & Life Ins. Payable	12,883.91
Rocky Mountain Reserve LLC	Health & Insurance Benefits	61.81
Standard Insurance Company	Health & Life Ins. Payable	243.73
Costco	Office Supplies	187.37
Signature Signs Inc	Office Supplies	120.00
Staples	Office Supplies	39.98
Pitney Bowes Global Financial Services	Communication & Shipping	65.82
Column Software, PBC	Legal Notices	119.68
Mailchimp	Dues & Subscriptions	101.00
Mountain Careers	Dues & Subscriptions	159.00
Chase Paymentech	C.C. Transaction Fees	324.58
Forte Payments	C.C. Transaction Fees	5.00
Xpress Bill Pay	C.C. Transaction Fees	29.74
Employer's Council Services, Inc.	Professional Services	3,357.09
Hoffman, Parker, Wilson & Carberry Pc	Legal	533.00
Caselle, Inc.	Computer Support	3,396.90
Gov OS, Inc.	Computer Support	833.34
Xpress Bill Pay	Computer Support	50.00
King Soopers Customer Charges	Meeting Expense	138.09
Mile High SHRM	Tuition & Books	750.00
United States Treasury	Miscellaneous	78.90
Cirsa	Insurance - Pavilion	2,092.83
Total General Administration		\$ 134,639.25

Community Development

Pinnacol Assurance	Worker's Compensation	\$ 722.93
CEBT	Health & Life Ins. Payable	17,744.48
Rocky Mountain Reserve LLC	Health & Insurance Benefits	98.30
Standard Insurance Company	Health & Life Ins. Payable	332.71
Amazon	Office Supplies	10.10
Signature Signs Inc	Office Supplies	40.00
Staples	Office Supplies	39.98
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies	92.00
Fleet Services	Gas & Oil	166.89
Amazon	Equipment (Non-Capital)	458.76
Column Software, PBC	Legal Notices	30.56
Colorado Mtn. News Media	Recruitment	290.63

Community Development (Cont.)

Always Mountain Time	Professional Services	576.00
Baseline Engineering Corporation	Professional Services	4,973.75
Clarion Associates, LLC	Professional Services	9,635.60
KNS Broadcasting, LLC	Professional Services	900.00
McCool Development Solutions, LLC	Professional Services	1,160.00
Mountain Star Cleaning Services	Professional Services	300.00
Pristine Textile	Professional Services	43.28
Column Software, PBC	Planning Reimbursable	29.45
Garfield & Hecht, P.C.	Planning Reimbursable	8,690.00
Hoffman, Parker, Wilson & Carberry Pc	Planning Reimbursable	2,722.50
LRE Water	Planning Reimbursable	12,034.75
McCool Development Solutions, LLC	Planning Reimbursable	450.00
Garfield & Hecht, P.C.	Legal	425.00
Hoffman, Parker, Wilson & Carberry Pc	Legal	3,399.00
Performance Automotive Center	Repair & Maintenance Services	22.00
Two Valley Tire LLC	Repair & Maintenance Services	45.00
Air BNB	Travel Expense	(32.89)
City Market	Meeting Expense	112.66
Costco	Meeting Expense	250.64
Pickup's Pizza	Meeting Expense	115.58
Red Canyon Café	Meeting Expense	320.23
Yeti's Grind	Meeting Expense	7.40
Town Of Gypsum	Contract Services	3,187.50
Vorthmann, Bethany	Tuition & Books	802.00
Total Community Development		\$ 70,196.79

Municipal Court

Pinnacol Assurance	Worker's Compensation	\$ 7.70
CEBT	Health & Life Ins. Payable	487.44
Rocky Mountain Reserve LLC	Health & Insurance Benefits	1.85
Standard Insurance Company	Health & Life Ins. Payable	7.80
Gendelman Klimas, Ltd	Legal	5,400.00
Caselle, Inc.	Computer Support	551.32
Johnson, Erik A.	Contract Payments	750.00
Total Municipal Court		\$ 7,206.11

Streets

Pinnacol Assurance	Worker's Compensation	\$ 2,883.38
CEBT	Health & Insurance Benefits	8,681.11
Rocky Mountain Reserve LLC	Health & Insurance Benefits	92.15
Standard Insurance Company	Health & Life Ins. Payable	263.24
Cintas Corporation	Office Supplies	28.15
King Soopers Customer Charges	Office Supplies	16.67
Quill Corporation	Office Supplies	21.39
Wylaco Supply Co	Operating Supplies	27.50
Colorado Barricade	Repair & Maintenance Supplies	2,132.00

Streets (Cont.)

Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	37.97
Paint Bucket	Repair & Maintenance Supplies	433.56
Whitehall's Alpine BG	Repair & Maintenance Supplies	171.00
Wylaco Supply Co	Repair & Maintenance Supplies	1,602.96
Hardline Equipment	Vehicle Repair & Maintenance Supplies	498.45
Collett Enterprises	Gas & Oil	466.68
Fleet Services	Gas & Oil	895.71
Holy Cross Energy	Utility Services	4,664.73
Eagle County Solid Waste & Recycling	Repair & Maintenance Services	38.40
Hardline Equipment	Repair & Maintenance Services	1,575.00
Precision Concrete Cutting	Repair & Maintenance Services	1,523.44
Utility Notification Center Of Colorado	Repair & Maintenance Services	96.32
Caselle, Inc.	Computer Support	36.28
MCC Drug & Alcohol Screening	CDL Testing	300.56
Total Streets		\$ 26,486.65

Public Safety

Pinnacol Assurance	Worker's Compensation	\$ 7,160.19
CEBT	Health & Life Ins. Payable	47,729.78
Rocky Mountain Reserve LLC	Health & Insurance Benefits	189.96
Standard Insurance Company	Health & Life Ins. Payable	808.30
Amazon	Office Supplies	88.91
Costco	Office Supplies	38.98
Gypsum Eagle Ace Hardware	Office Supplies	29.60
Signature Signs Inc	Office Supplies	40.00
Vistaprint	Office Supplies	107.98
Amazon	Operating Supplies	380.75
Axon Enterprise, Inc.	Operating Supplies	41.75
Detectachem, Inc.	Operating Supplies	225.63
Galls, LLC	Operating Supplies	494.67
Midway USA	Operating Supplies	131.94
North American Rescue LLC	Operating Supplies	3,304.67
PCS Mobile	Operating Supplies	119.02
Targets Online	Operating Supplies	121.83
Galls, LLC	Uniforms	854.63
Symbol Arts, LLC	Uniforms	680.00
U.S. Armor Corporation	Uniforms	2,343.41
Auto Zone, Inc	Vehicle Repair & Maintenance Supplies	4.99
Eagle County Fleet Service	Vehicle Repair & Maintenance Supplies	955.02
Gypsum Eagle Ace Hardware	Vehicle Repair & Maintenance Supplies	289.90
Fleet Services	Gas & Oil	3,170.89
Galls, LLC	Equipment (Non-Capital)	182.31
PCS Mobile	Equipment (Non-Capital)	3,088.91
Tyler Technologies, Inc	Equipment (Non-Capital)	1,008.00
Dooley Enterprises, Inc	Equipment & Supplies - Grants	2,288.66
L.N. Curtis & Sons	Equipment & Supplies - Grants	995.00

Public Safety (Cont.)

Salt Lake Wholesale Sports	Equipment & Supplies - Grants	1,092.20
USPS	Communication & Shipping	41.94
AT&T Mobility	Utility Services	2,153.91
Quality Inn & Suites	Professional Services	124.00
Romagnoli Sewing & Designs	Professional Services	126.00
Hoffman, Parker, Wilson & Carberry PC	Legal	41.00
Eagle County Fleet Service	Repair & Maintenance Services	1,995.21
Performance Auto	Repair & Maintenance Services	220.00
Wrap Colorado	Repair & Maintenance Services	325.00
8th St Steakhouse	Travel	57.44
American Airlines	Travel	30.00
Causey, Luke	Travel	296.00
Cracker Barrell	Travel	80.69
Hertz	Travel	91.72
Little Greek Grill	Travel	38.46
Matjoa Korean BBQ	Travel	61.08
Mr & Mrs Crab	Travel	73.10
Red Robin	Travel	21.68
Residence Inn	Travel	228.00
Scriver, Dominik	Travel	17.99
Shell Oil	Travel	25.03
St Petersburg Marriott	Travel	1,038.00
Vaughan, Madison	Travel	397.60
Wendy's	Travel	12.17
King Soopers Customer Charges	Meeting Expense	25.26
Colorado Assn Chief Of Police	Training & Travel - Grants	475.00
FBI-LEEDA	Training & Travel - Grants	795.00
Dolan Consulting Group LLC	Tuition & Books	250.00
Eagle County Animal Control	Animal Control	10,540.00
Transunion Risk & Alternative Data Solut	Contract Payments	210.00
Total Public Safety		\$ 97,759.16

Buildings & Grounds

Pinnacol Assurance	Worker's Compensation	\$ 2,565.30
CEBT	Health & Insurance Benefits	12,913.62
Rocky Mountain Reserve LLC	Health & Insurance Benefits	56.52
Standard Insurance Company	Health & Life Ins. Payable	185.16
Cintas Corporation	Office Supplies	28.15
King Soopers Customer Charges	Office Supplies	16.67
Quill Corporation	Office Supplies	21.39
Gypsum Eagle Ace Hardware	Operating Supplies	64.97
Casey Concrete	Repair & Maintenance Supplies	4,320.00
Eagle Mountain Plumbing Heating & Solar	Repair & Maintenance Supplies	100.00
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	1,682.89
G & S Tool Clinic, LLC	Repair & Maintenance Supplies	438.06
G H Daniels III & Associates	Repair & Maintenance Supplies	191.00

Buildings & Grounds (Cont.)

Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	535.79
J A Tellez Construction LLC	Repair & Maintenance Supplies	2,000.00
Paint Bucket	Repair & Maintenance Supplies	452.00
Pye-Barker Fire & Safety LLC	Repair & Maintenance Supplies	141.00
S&S Automatics & Door Service LLC	Repair & Maintenance Supplies	871.00
Sherwin-Williams Company, The	Repair & Maintenance Supplies	66.25
United Rentals (North America) Inc	Repair & Maintenance Supplies	57.08
Vail Valley Gutter Inc.	Repair & Maintenance Supplies	1,973.50
Collett Enterprises	Gas & Oil	466.69
Fleet Services	Gas & Oil	835.35
Home Depot Pro	Janitorial Supplies	744.30
Black Hills Energy	Utility Services	1,416.78
Holy Cross Energy	Utility Services	6,047.66
Colorado Mtn. News Media	Recruitment	749.20
Jerrymaster Janitorial	Janitorial Maint. Contracts	4,316.00
Eagle Mountain Plumbing Heating & Solar	Repair & Maintenance Services	417.50
G H Daniels III & Associates	Repair & Maintenance Services	9,866.00
J A Tellez Construction LLC	Repair & Maintenance Services	3,260.00
Jerrymaster Janitorial	Repair & Maintenance Services	850.00
Mountain Pest Control, Inc.	Repair & Maintenance Services	80.00
Native Electric	Repair & Maintenance Services	920.00
Pye-Barker Fire & Safety LLC	Repair & Maintenance Services	287.00
S&S Automatics & Door Service LLC	Repair & Maintenance Services	340.00
Sno-White Linen Rental	Repair & Maintenance Services	423.75
Vail Honeywagon	Repair & Maintenance Services	485.55
Venzor Carpet Cleaning	Repair & Maintenance Services	388.88
Caselle, Inc.	Computer Support	36.28
Hilton Garden Inn	Travel	708.81
G H Daniels III & Associates	Contract Payments	10,000.00
Superior Alarm & Electronics	Contract Payments	405.00
Total Buildings & Grounds		\$ 71,725.10

Information Center

Pinnacol Assurance	Worker's Compensation	\$ 7.56
Total Information Center		\$ 7.56

Events

Pinnacol Assurance	Worker's Compensation	\$ 657.77
CEBT	Health & Life Ins. Payable	5,313.41
Rocky Mountain Reserve LLC	Health & Insurance Benefits	20.89
Standard Insurance Company	Health & Life Ins. Payable	74.05
Costco	Office Supplies	38.97
ASCAP	Dues & Subscriptions	11.25
Apple.Com	Computer Support	12.02
Canva	Computer Support	14.99
Gran Farnum Printing	Media	260.00

Events (Cont.)

Furtado, Molly	Travel Expense	96.94
Color Coffee Roasters	Meeting Expense	22.33
El Segundo	Meeting Expense	117.60
Yeti's Grind	Meeting Expense	10.90
Dot Zero Multimedia	Marketing - Website	160.00
El Segundo	Public Relations	(87.38)
Airstar America Inc	Event Production	2,547.24
Alpine Kayak	Event Production	1,000.00
Amazon	Event Production	358.48
Ann Lincoln Entertainment, LLC	Event Production	950.00
Aoki, Leah	Event Production	160.00
Cash	Event Production	300.00
City Market	Event Production	34.35
Color Powder Supply	Event Production	575.96
Copy Copy	Event Production	69.50
Costco	Event Production	161.53
Dodds, Dylan	Event Production	245.00
Eagle Climbing + Fitness, LLC	Event Production	2,000.00
Eagle Valley Events Inc.	Event Production	3,000.00
Eagle Valley High School	Event Production	800.00
Eric R Schneider	Event Production	2,500.00
Event Rents	Event Production	2,290.05
Flashpoint Photography	Event Production	750.00
Gran Farnum Printing	Event Production	318.00
Kaleidoscope Productions	Event Production	3,863.15
Lily Doran	Event Production	150.00
Mather Rescue LLC	Event Production	1,500.00
No Bull Entertainment, LLC	Event Production	1,795.00
Parker, Chris	Event Production	750.00
Resort Entertainment/Resort Events	Event Production	10,365.00
Shultz, Lisa	Event Production	300.00
Tipi Raisers	Event Production	1,500.00
Trees Don't Move	Event Production	750.00
Walker Williams	Event Production	3,000.00
Widowmaker Entertainment, LLC	Event Production	1,500.00
Total Events		\$ 50,257.00

Engineering

Pinnacol Assurance	Worker's Compensation	\$ 812.34
CEBT	Health & Insurance Benefits	7,576.90
Rocky Mountain Reserve LLC	Health & Insurance Benefits	27.44
Standard Insurance Company	Health & Life Ins. Payable	121.88
Cintas Corporation	Office Supplies	28.15
King Soopers Customer Charges	Office Supplies	16.67
Quill Corporation	Office Supplies	21.39
Fleet Services	Gas & Oil	98.31

Engineering (Cont.)

David Evans & Associates, Inc.	Professional Services	\$ 4,392.40
Total Engineering		\$ 13,095.48

Information Technology

CEBT	Health & Life Ins. Payable	\$ 4,298.98
Rocky Mountain Reserve LLC	Health & Insurance Benefits	18.92
Standard Insurance Company	Health & Life Ins. Payable	82.52
Amazon	Office Supplies	497.76
Signature Signs Inc	Office Supplies	40.00
Staples	Office Supplies	19.99
Aspen Wireless Technologies, Inc.	Equipment (Non-Capital)	190.00
SHI International Corp	Equipment (Non-Capital)	1,364.00
Century Link	Utility Services	6,963.07
Verizon Wireless, Bellevue	Utility Services	1,739.27
All Mountain Technologies, LLC	Computer Support	12,787.59
Argis Solutions, Inc.	Computer Support	1,840.00
Aspen Wireless Technologies, Inc.	Computer Support	4,851.50
TEC Integration, Inc.	Computer Support	328.00
City Market	Meeting Expense	8.99
Yeti's Grind	Meeting Expense	14.52
Knowledge Academy, The	Tuition & Books	1,195.00
Professional Document Solutions, Inc.	Contract Payments	354.99
Xerox Financial Services LLC	Contract Payments	1,379.71
Total Information Technology		\$ 37,974.81

Communications & Marketing

Signature Signs Inc	Office Supplies	\$ 40.00
Staples	Office Supplies	19.99
Red Canyon Café	Recruitment	98.50
Total Marketing		\$ 158.49

Total GENERAL FUND **\$ 545,746.62**

CAPITAL IMPROVEMENTS FUND

Rexel USA, Inc	IT Improvements	\$ 71.87
Patriacca Construction Inc.	Public Art	302,966.00
Rexel USA, Inc	Public Art	24.56
TS&L, LLC	Sylvan Lake Round About Street Crossing	29,806.25
David Evans & Associates, Inc.	Sylvan Lake Road & Capital Refuge Island	2,023.50
Stolfus & Associates	Grand Avenue Improvements	2,930.00
Sherwin-Williams Company, The	Police Department -Patrol Room Upgrades	135.77
Wayfair	Police Department -Patrol Room Upgrades	4,381.13
Total CAPITAL IMPROVEMENTS FUND		\$ 342,339.08

WASTE WATER FUND

Pinnacol Assurance	Worker's Compensation	\$ 1,349.22
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WASTE WATER FUND (Cont.)

CEBT	Health & Insurance Benefits	13,411.02
Rocky Mountain Reserve LLC	Health & Insurance Benefits	70.81
Standard Insurance Company	Health & Life Ins. Payable	248.88
Cintas Corporation	Office Supplies	28.15
King Soopers Customer Charges	Office Supplies	16.67
Quill Corporation	Office Supplies	21.41
Polydyne Inc.	Operating Supplies	7,590.00
Wylaco Supply Co	Operating Supplies	11.33
Elgin Separation Solutions	Repair & Maintenance Supplies	18,600.00
Grainger	Repair & Maintenance Supplies	220.29
Intermountain Systems	Repair & Maintenance Supplies	436.44
Water Technology Group	Repair & Maintenance Supplies	4,575.00
Wylaco Supply Co	Repair & Maintenance Supplies	119.88
Fleet Services	Gas & Oil	89.44
Nextrust Inc	Communication & Shipping	307.52
Black Hills Energy	Utility Services	405.77
Holy Cross Energy	Utility Services	20,689.94
Chase Paymentech	C.C. Transaction Fees	674.82
Xpress Bill Pay	C.C. Transaction Fees	327.14
Outdoor Services Inc	Professional Services	500.00
Vranesh And Raishch, LLP	Legal & Audit	6,775.50
LRE Water	Engineering	8,053.00
Denali Water Solutions LLC	Sludge Disposal	3,932.65
Browns Hill Engineering	Repair & Maintenance Services	483.25
D Jensen Electric	Repair & Maintenance Services	150.00
Elgin Separation Solutions	Repair & Maintenance Services	11,500.00
Horizon Roofing, Inc.	Repair & Maintenance Services	880.00
Intermountain Systems	Repair & Maintenance Services	673.50
Utility Notification Center Of Colorado	Repair & Maintenance Services	96.32
Caselle, Inc.	Computer Support	461.08
Eagle River Water & Sanitation District	Testing & Permits	2,772.00
Seacrest Group	Testing & Permits	2,835.00
SGS North America Inc	Testing & Permits	2,091.99
Rocky Mtn Water Environment Assn	Tuition & Books	25.00
American Mechanical Services	Contract Payments	808.00
Backflow Solutions Inc	Contract Payments	3,500.00
Browns Hill Engineering	Contract Payments	2,066.20
Total WASTE WATER FUND		\$ 116,797.22

WATER FUND

Pinnacol Assurance	Worker's Compensation	\$ 2,769.83
CEBT	Health & Insurance Benefits	16,110.13
Rocky Mountain Reserve LLC	Health & Insurance Benefits	72.05
Standard Insurance Company	Health & Life Ins. Payable	312.06
Cintas Corporation	Office Supplies	28.15
King Soopers Customer Charges	Office Supplies	16.67

WATER FUND (Cont.)

Quill Corporation	Office Supplies	21.41
DPC Industries, Inc.	Operating Supplies	4,617.41
Gypsum Eagle Ace Hardware	Operating Supplies	893.34
USA Blue Book	Operating Supplies	755.50
Wylaco Supply Co	Operating Supplies	11.33
Trick Threads	Uniforms	80.00
Allwater Supply LLC	Repair & Maintenance Supplies	27,101.12
Eagle County Conservation District	Repair & Maintenance Supplies	365.64
Grainger	Repair & Maintenance Supplies	1,059.39
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	72.49
IFM Efector	Repair & Maintenance Supplies	39.79
Municipal Treatment Equip. Inc	Repair & Maintenance Supplies	22,559.00
Wylaco Supply Co	Repair & Maintenance Supplies	119.88
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies	6.00
Fleet Services	Gas & Oil	438.03
Federal Express Corp.	Communication & Shipping	238.15
Nexttrust Inc	Communication & Shipping	307.52
AmeriGas	Utility Services	2,564.93
Holy Cross Energy	Utility Services	20,981.32
Chase Paymentech	C.C. Transaction Fees	1,131.32
Xpress Bill Pay	C.C. Transaction Fees	545.23
Outdoor Services Inc	Professional Services	2,000.00
Garfield & Hecht, P.C.	Legal	1,385.00
Hoffman, Parker, Wilson & Carberry Pc	Legal	41.00
LRE Water	Engineering	8,234.35
Mott MacDonald	Engineering	1,168.00
Bureau Of Reclamation	Green Mountain Reservoir	2,345.00
Browns Hill Engineering	Repair & Maintenance Services	809.75
Municipal Treatment Equip. Inc	Repair & Maintenance Services	950.00
Two Valley Tire LLC	Repair & Maintenance Services	70.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	96.32
Vail Honeywagon	Repair & Maintenance Services	170.43
Water Technology Group	Repair & Maintenance Services	2,130.00
Eagle River Water & Sanitation District	Testing & Permits	360.00
SGS North America Inc	Testing & Permits	476.16
Caselle, Inc.	Computer Support	461.08
Backflow Solutions Inc	Contract Payments	2,395.00
Browns Hill Engineering	Contract Payments	8,264.80
Triangle Electric, Inc.	Capital Expenditures	12,900.00
Mott MacDonald	Tank Replacement	28,678.00
Ten Point Sales & Marketing LLC	Upper Basin Water Treatment	17,425.00
Hockett Gulch I, LLC	Water Line Improvements - Upsizing	198,752.00
Total WATER FUND		\$ 392,329.58

REFUSE FUND

Pinnacol Assurance	Worker's Compensation	\$ 60.84
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REFUSE FUND (Cont.)

Nexttrust Inc	Communication & Shipping	307.52
Chase Paymentech	C.C. Transaction Fees	158.78
Xpress Bill Pay	C.C. Transaction Fees	79.31
Hoffman, Parker, Wilson & Carberry Pc	Legal	205.00
Thermo-Fluids, Inc.	Repair & Maintenance Service	139.81
Vail Honeywagon	Repair & Maintenance Service	176.18
Caselle, Inc.	Computer Support	461.06
Vail Honeywagon	Contract Services	56,676.90
Total REFUSE FUND		\$ 58,265.40

STORMWATER FUND

Nexttrust Inc	Communication & Shipping	\$ 307.52
Chase Paymentech	C.C. Transaction Fees	19.85
Xpress Bill Pay	C.C. Transaction Fees	9.91
Total STORMWATER FUND		\$ 337.28

SALES TAX CAPITAL IMPROVEMENT FUND

Garfield & Hecht, P.C.	Legal	\$ 115.00
Eagle Valley Trail/Eco Trails	Eagle County Trails Funding	25,000.00
Nv5, Inc	River Park Improvements-Pavilion	4,014.96
Nv5, Inc	Brush Creek Park Improvements	757.54
Zehren And Associates, Inc	River Park Improvements-Pavilion	1,101.86
Total SALES TAX CAPITAL IMPROVEMENT FUND		\$ 30,989.36

OPEN SPACE FUND

Pinnacol Assurance	Worker's Compensation	\$ 516.64
CEBT	Health & Life Ins. Payable	2,263.94
Rocky Mountain Reserve LLC	Health & Insurance Benefits	14.37
Standard Insurance Company	Health & Life Ins. Payable	64.48
Signature Signs Inc	Repair & Maintenance Supplies	162.25
Wylaco Supply Co	Repair & Maintenance Supplies	249.00
Fleet Services	Gas & Oil	123.12
Auto Zone, Inc	Equipment (Non-Capital)	273.99
ERO Resources Corporation	Professional Services	3,163.76
Hoffman, Parker, Wilson & Carberry Pc	Legal	102.50
Eagle County Solid Waste & Recycling	Repair & Maintenance Services	38.40
Vail Honeywagon	Repair & Maintenance Services	155.74
Mountain Pest Control, Inc.	Weed & Pest Control	3,845.00
Outdoor Services Inc	Weed & Pest Control	3,520.00
Total OPEN SPACE FUND		\$ 14,493.19

TOTAL	\$ 1,501,297.73
PAYROLL	\$ 444,539.41
GRAND TOTAL	\$ 1,945,837.14



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: July 11, 2023

Agenda Item: Resolution 42, Series 2023 "A Resolution Approving an Intergovernmental Agreement Between the Eagle County Clerk and Recorder and the Town of Eagle Concerning the Tuesday, November 7, 2023, Coordinated Election for the Coordinated November General Election"

REQUEST: Staff requests that the Town Council consider adopting Resolution No. 42, Series 2023 to participate in the November 7, 2023, coordinated election with Eagle County.

BACKGROUND: With the adoption of our Home Rule Charter, the Town now conducts its regular elections in odd-numbered years on the first Tuesday of November. This will be our second general election coordinated with Eagle County.

ANALYSIS: The town has participated with Eagle County in several coordinated elections in previous years, as needed. Coordinating our general election with the county allows the town to present ballots to registered voters during the county-wide election cycle. This will be a mail-in ballot, pursuant to the statutes governing these elections.

The IGA outlines the responsibilities of each entity. The agreement was reviewed by our legal counsel and is approved as attached.

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

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: The cost estimate for our coordinated election is between \$9,800.00 and \$10,500.00. The cost depends on the ballot content and is a pro-rata share of the entire cost, based on the total number of registered electors who receive ballots in each jurisdiction. For reference, the last November election cost \$9,879.00 based upon 4876 registered voters.

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

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

ATTACHMENTS:

1. Resolution Election IGA
2. 2023 Coordinated Election IGA FINAL DRAFT

RESOLUTION NO. 42

(Series 2023)

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
EAGLE COUNTY CLERK AND RECORDER AND THE TOWN OF EAGLE CONCERNING
THE TUESDAY, NOVEMBER 7, 2023, COORDINATED ELECTION FOR THE
COORDINATED NOVEMBER GENERAL ELECTION**

WHEREAS, the Town desires to contract with the County for the performance of the described services pursuant to the Intergovernmental Agreement ("IGA") attached hereto on the terms and conditions set forth therein; and

WHEREAS, Eagle County agrees to perform such services on the terms and conditions set forth in the IGA; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to enter into this Intergovernmental Agreement.

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

Section 1. The Intergovernmental Agreement with Eagle County for the provision of election services is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Town Clerk is authorized to execute the IGA on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED THIS 11TH DAY OF JULY 2023.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

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

Concerning the Tuesday, November 7, 2023 Coordinated Election

THIS Intergovernmental Agreement between the Eagle County Clerk and Recorder (the “Clerk”) and _____ concerning the Tuesday, November 7, 2023 Coordinated Election is made on _____.

RECITALS

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

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

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

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

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

I. Coordinated and Designated Election Officials

- A. Except as otherwise provided in this section, the Clerk shall act as the *Coordinated Election Official* for the conduct of the Election for the Political Subdivision for all matters in the Uniform Election Code of 1992, Colorado Title 1, C.R.S. as amended (“Election Code”) which require

action by the Coordinated Election Official.

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

C. Jurisdictional Limitation

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

D. Clerk’s Contact Officer

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

II. Clerk Responsibilities

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

A. Preparation for Election

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

materials reasonably necessary to conduct the Election; and arrange for payment to the printing vendor(s).

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

B. Conduct of Election

1. The Clerk shall designate the proper number and locations of vote centers and 24-hour ballot boxes. All voting locations will be reasonably accessible to voters with disabilities.
2. The Clerk shall adhere to security requirements pursuant to Election Rule 20, including the security of physical ballots and video surveillance.
3. The Clerk shall provide for the processing of all mail ballots and for the verification of electors' signatures on the self-affirmation printed on the mail ballot return envelopes and UOCAVA ballot return affidavits.
4. The Clerk shall issue mail ballots and electronic transmission ballots to and accept voted mail and electronic transmitted ballots from military and overseas voters in substantial compliance with the deadlines and delivery methods mandated by applicable provisions of federal and state law, including the Uniformed and Overseas Citizens Absentee Voting Act, all as amended.
5. The Clerk shall conduct the required post-election risk limiting audit.
6. The Clerk shall conduct any mandatory or permissive recount.
7. The Clerk shall appoint canvass board and risk limiting audit board members, oversee the conduct of the canvass and risk limiting audit, and certify official results of the Election.
8. The Clerk shall provide an official Certification of Election to the Political Subdivision after the official close of the Election. Any additional Certificates of Election which are required by law to be forwarded to another division of government shall be the responsibility of the Political Subdivision.
9. The Clerk shall preserve all election records relating to the Election for at least twenty-five months pursuant to 1-7-802 C.R.S.

10. The Clerk shall be the final decision maker on any substantive and procedural issues regarding the conduct of the Election.

C. Ballot Issue Notice (“TABOR Notice”)

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

III. Political Subdivision Responsibilities

A. Contact Liaison

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

3. ALTERNATIVE OFFICIAL

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

B. Certification of Address Ranges

1. The Political Subdivision shall verify and certify to the Clerk (Appendix C) that all address ranges and street names actually situated in the Political Subdivision are accurately and completely stated in the Address Library Report attached hereto as Appendix B.
2. In connection with such Address Library Report verification and certification, the Political Subdivision shall note any address ranges or street names within the Political Subdivision that are inaccurately or incompletely stated in or omitted from the Address Library Report, and certify on the Statement of Certification (Appendix C) the accuracy and completeness of the remainder of the Address Library Report.
3. The Political Subdivision shall deliver to the Clerk its Statement of Certification (Appendix C) and accuracy of the Address Library Report, with notations regarding inaccuracies and omissions by seventy (70) days before the election, no later than 3:00 p.m. Mountain Standard Time on Tuesday August 29, 2023. Address changes will not be allowed after this date. If the certification is not provided by the date specified herein, the Political Subdivision may not be allowed participate in the Election or the Clerk may build the election on the assumption that the Address Library Report attached hereto as Appendix B is both complete and accurate, as the Clerk in her discretion may decide.

C. Ballot Content

1. Definitions of Ballot Issue and Ballot Question:
 - a. TABOR “ballot issue” means a state or local government matter arising under the TABOR Amendment
 - b. “Ballot question” means a state or local government matter involving a citizen petition or referred measure, other than a ballot issue.
2. The Political Subdivision shall be solely responsible for determining whether a ballot issue, ballot question, candidate contest, or candidate is eligible and properly certified for the ballot.

3. The Political Subdivision shall provide a certified copy to the Clerk of all ballot content (candidate contests, ballot issues, and ballot questions in order) referred by the Political Subdivision for the Election pursuant to section 1-5-203 C.R.S:
- a. The Political Subdivision shall not certify any single ballot issue or ballot question **in excess of two hundred and fifty (250) words** in English (inclusive of the title) unless the Clerk provides written consent in advance. Notwithstanding the foregoing, for ballot issues or ballot questions that will involve coordination with other counties beyond Eagle County, the Political Subdivision will adhere to any smaller word limit that may be required by other county clerk and recorders.
 - b. The Political Subdivision shall not certify any single ballot issue or ballot question title **in excess of ten (10) words** in English unless the Clerk provides written consent in advance. Notwithstanding the foregoing, for ballot issue or ballot question titles that will involve coordination with other counties beyond Eagle County, the Political Subdivision will adhere to any smaller word limit that may be required by other county clerk and recorders.
 - c. Such certified ballot content and the **signed resolution** which authorizes the ballot content shall be delivered to the Clerk as an email attachment in Word format (see section C.3.h or full required formatting of ballot and TABOR content), at the earliest possible time and in no event later than **3:00 p.m. Mountain Standard Time on Friday, September 8, 2023** (Appendix A), pursuant to section 1-5-203, C.R.S., as amended.
 - d. The Political Subdivision that issues certified ballot content pursuant to 1-5-203, C.R.S. shall be solely responsible for the accuracy of the information contained in the certificate. Any error that can be corrected pursuant to 1-5-412, C.R.S. shall be corrected at the expense of the Political Subdivision whose DEO issued and/or approved the incorrect certification. Such costs include but are not limited to staff time to reprogram election content, additional required logic and accuracy testing, reprinting of ballot and ballot materials, and staff time required to make corrections.
 - e. All ballot content certified by the Political Subdivision shall utilize the exact language and order as such ballot content is to appear on the printed official and sample ballots for the Election. The list of candidates/questions must be typed exactly as it is to appear on the ballot, including **correct order, title, spelling, spacing, and punctuation**.
 - i. For candidates, specify exact titles of offices, the order of the names to appear for each office, and the order of offices.
 - ii. For issues, specify the ballot title and the order of the issues (per C.R.S., Clerk determines specific numbering on the ballot).

- iii. If the Political Subdivision has a TABOR issue on the ballot, the issue text must be typed in all uppercase as is dictated by law (i.e. TABOR Amendment).
- iv. If the Political Subdivision has a non-TABOR question on the ballot, the question must be typed in mixed case.
- v. Bullet points may be used, but sub-bullet points may not be used; spacing is at the discretion of the Clerk to accommodate proper ballot layout.
- vi. Ballot Issues or Questions vote choice must be formatted as follows:

_____ YES/FOR _____ NO/AGAINST

It is at the discretion of the Clerk to change the formatting on the ballot to match this formatting if it is not certified in this required format or if the formatting results in the ballot increasing in length, multiple sides, or multiple pages. The Clerk also has discretion to make non-substantive formatting changes, including but not limited to font, font size, and font case, in order to create consistency across ballot contests and measures.

- f. The Political Subdivision has the responsibility to proofread and edit the text of the ballot proof before the Clerk will authorize printing of the ballots. **From the time the Clerk delivers via email the ballot proof, the Political Subdivision has four (4) hours to proofread, correct if necessary, sign, and return the proof to the Clerk.** The Political Subdivision's failure to disapprove and correct errors within that time shall constitute an approval of the ballot proof. After final approval of the ballot proof, the Political Subdivision assumes all responsibility and cost for any judicial proceedings related to any errors within the text of its issue, question, or contest on the printed ballots.
- g. The Political Subdivision authorizes the Clerk to correct typographical errors and omissions and determine the appropriate ballot question number or letter upon designation of the ballot number or letter by the Clerk.
- h. The Political Subdivision shall certify its ballot content via email to the Clerk and Contact Officer in conformance with the following formatting requirements:
 - i. Software: Microsoft Word '03 or later (not as a PDF)
 - ii. Spacing: Single
 - iii. Font Type: Arial Narrow
 - iv. Font Size: 10 point
 - v. Justification: Left
 - vi. All Margins: 0.5 inches
 - vii. Language: English
 - viii. Delivery Medium: Email attachment to regina.obrien@eaglecounty.us and stacey.jones@eaglecounty.us

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

- i. Spanish language translation of the ballot content must be submitted by the Political Subdivision to the Clerk by **3:00 p.m. Mountain Standard Time on Friday, September 8, 2023**. Spanish language translations must be linguistically accurate, culturally appropriate, and technically consistent with the original documents.
- j. The Political Subdivision must provide an audio recording of each candidate's name. The DEO or candidate may leave an audio recording of the candidate's name, exactly as certified for the ballot, on the voicemail of the Clerk (970-382-8783) or Contact Officer (970-328-8726). This audio recording must be provided no later than the deadline to certify ballot content, **Friday, September 8, 2023 by 3:00 p.m. Mountain Standard Time** (Appendix A).

D. Ballot Issue Notice ("TABOR Notice")

1. The Political Subdivision shall receive, store, and prepare TABOR Notice content according to the provisions set forth in the TABOR Amendment and 1-7-901, 1-7-902, 1-7-903, 1-7-904, and 1-7-908 C.R.S.
2. The Political Subdivision shall transmit via email the full text of any required TABOR Notice information, fiscal information, and pro/con statement summaries to the Clerk in order to be included in the TABOR Notice mailings no later than forty-three (43) days, **Monday, September 25, 2023 by 3:00 p.m. Mountain Standard Time** (Appendix A) before the Election, in final written form in accordance with the formatting requirements for ballot certification (see formatting requirements listed in section C.3.h). Submissions not meeting these requirements will be rejected by the Clerk.
3. The Clerk will coordinate Spanish translation of all TABOR Notice content if the Political Subdivision provides advanced notice by **Friday, September 8, 2023** to the Clerk or Contact Officer that the Political Subdivision would like to engage with this service (and be invoiced for the Political Subdivision's portion of the translation cost). If the Political Subdivision does not choose to coordinate with the Clerk, the Spanish translation of TABOR Notice content is required **Monday, September 25, 2023 by 3:00 p.m. Mountain Standard Time**. Spanish language translations must be linguistically accurate, culturally appropriate, and technically consistent with the original documents.
4. The Political Subdivision shall incorporate in its TABOR Notice content a local office address and telephone number specific to the Political Subdivision or the Political Subdivision DEO to enable voters to reach the Political Subdivision directly. The Clerk shall respond to all correspondence and inquiries that the Clerk receives within its expertise relating to election procedures, but the Clerk shall refer inquiries concerning the substance of the ballot issues, ballot questions, candidates, or the operations of the Political Subdivision to the Political Subdivision's DEO.

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

E. Cancellation of Election

1. In the event that the Political Subdivision resolves not to hold the Election, notice of such cancellation shall be provided to the Clerk immediately. The Political Subdivision shall not cancel its participation in the Election after the twenty-fifth (25) day before the election, **Friday, October 13, 2023** (Appendix A), pursuant to section 1-5-208(2), C.R.S., as amended.
2. The Political Subdivision shall provide notice by publication of the timely cancellation of the Election and a copy of the notice shall be posted in the office of the Clerk, in the office of the Designated Election Official, in the primary building of the Political Subdivision, and, if the Political Subdivision is a special district, in the office of the division of local government. The Political Subdivision is solely responsible for delivering such postings to each entity.
3. The Political Subdivision shall be responsible for all expenses incurred on its behalf to the date that notice was received by the Clerk together with all expenses incurred thereafter which could not be avoided by reasonable effort. All costs incurred or contracted for by the Clerk to support the Political Subdivision's portion of the TABOR Notice shall be reimbursed by the Political Subdivision.
4. Upon receipt of the invoice, the Political Subdivision shall promptly pay the Clerk the full actual costs of the activities of the Clerk relating to the Election incurred both before and after the Clerk's receipt of such notice.

F. Other Responsibilities

1. The Political Subdivision shall exercise all reasonable diligence, care, and control in providing the services noted above to the Clerk.
2. The Political Subdivision's DEO or assigned representative shall assist with equipment logic and accuracy testing, post-election canvass, and risk limiting audit as requested by the Clerk.

3. The Political Subdivision shall give assistance and information to the Clerk on any matter to ensure the smooth and efficient operation of the Election (such information not to include legal advice).
4. The Political Subdivision shall adhere to all applicable provisions of C.R.S. which are necessary or appropriate to the performance of the above duties.
5. The Political Subdivision shall follow the additional responsibilities in which non-resident property owners may be eligible to vote as set forth in Appendix D.

IV. Miscellaneous

A. Costs

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

5. The Political Subdivision assumes all responsibility and cost for any judicial proceedings regarding whether or not the political subdivision measures or candidates legally belong on the ballot and any other challenges, both pre- and post-election.
6. The Clerk shall submit to the Political Subdivision an invoice for the Political Subdivision's pro rata share of direct and indirect costs incurred in connection with the Political Subdivision's participation in the Election within ninety (90) days after the Election (Appendix A).
7. The minimum charge for coordinating the Election with the Clerk for coordinating entities with 300 or fewer active voters on Election Day shall be \$500.00. The minimum charge for coordinating entities with 301 or more active voters on Election Day shall be \$1000.00.
8. In addition, there will be a surcharge for coordination and administration of non-resident, property owner ballot mailing of \$1000.00.
9. The Political Subdivision shall remit all payments due to the County upon receipt of an itemized statement by **February 29, 2024** (Appendix A).

B. Indemnification

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

C. Reasonable Care

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

D. Notices

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

- three days after they have been mailed by certified mail, return receipt requested to the address as set forth below; or
- immediately upon hand delivery to Regina O'Brien, Clerk; or
- immediately upon receipt of confirmation that a fax or email was received.

To Clerk: Regina O'Brien
Eagle County Clerk and Recorder

P.O. Box 537
Eagle, CO 81631
Fax: 888-816-1643
Email: regina.obrien@eaglecounty.us

E. Time is of the Essence

Per 1-7-116(2) C.R.S., this Agreement must be signed and returned to Regina O'Brien, Clerk and Recorder, seventy (70) days before the Election, **Tuesday, August 29, 2023** (Appendix A).

The statutory time requirements of the Election Code and Election Rules shall apply to the completion of the tasks required by this Agreement.

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

(Date)

Designated Election Official Date

For _____
(Political Subdivision)

Regina O'Brien Date
Eagle County Clerk and Recorder

Appendix A

CALENDAR OF EVENTS AND DEADLINES FOR NOVEMBER 7, 2023 COORDINATED MAIL BALLOT ELECTION

While this calendar may not include all election dates, some key dates are identified for reference. Dates **in red and underlined** are key delivery dates of information from you to the Clerk's office.

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

- **Friday, July 28, 2023** – 100 days prior - If by 100 days before the election, a Political Subdivision has taken formal action to participate in an election that will be coordinated by the Clerk, the Political Subdivision shall notify the Clerk in writing. 1-7-116(5), 1-1-106(5) C.R.S.
- **July 24 – 28, 2023** – IGAs will be mailed to participating entities. IGA will include address ranges that need to be verified and certified before or on the date the IGA is due. Political Subdivisions with property owner ballots should also review Appendix D in the IGA and contact the Eagle County Assessor's office to secure the particular property owner list.
- **Tuesday, August 29, 2023 by 3:00 p.m. MST** – 70 days prior - Political Subdivisions participating in the election must return signed IGAs to the Clerk. Political Subdivisions must verify and certify that all address ranges situated in the Political Subdivision (Appendix B) are accurate and complete, note any changes or inaccuracies, and certify to the Clerk (Appendix C). Deadline is 3:00 p.m. **Address changes will not be made after this date. Please submit sooner if possible.** 1-7-116(2) C.R.S.
- **Friday, September 8, 2023 by 3:00 p.m. MST** – Last day for the DEO from each Political Subdivision to certify the ballot text in **English and Spanish** and provide audio recordings of candidate names to the Clerk; deadline is 3:00 p.m. **Please submit sooner if possible.** 1-5-203(3)(a) C.R.S.
- **Monday, September 11, 2023** – Last day for Political Subdivisions with property owner ballots to certify the revised Assessor's property owner list to the Clerk. **Please submit sooner if possible.**
- **Week of September 18, 2023** – Equipment and Logic and Accuracy Testing
- **Monday, September 18, 2023** – Deadline for Political Subdivisions with property owner ballots to certify the military and overseas (UOCAVA) voter list to the Clerk.
- **Friday, September 22, 2023** – Last day to file pro/con comments pertaining to local ballot issues with the political subdivision DEO (not the Clerk & Recorder) in order to be included in the ballot issue notice. (By noon the Friday before the 45th day before the election). 1-7-901(4) C.R.S.
- **Saturday, September 23, 2023** – 45 days prior – Deadline to send mail ballots to military and overseas voters (UOCAVA voters). 1-8.3-110(1) C.R.S.
- **Monday, September 25, 2023 by 3:00 p.m. MST** – 43 days prior - Political Subdivisions shall deliver the full text of any required TABOR Notice information, fiscal information, and pro/con statement summaries in **English and Spanish** to the Clerk in order to be included in the TABOR Notice mailing. 1-7-904 C.R.S.
- **Friday, October 6, 2023** – 30 days prior – Last day for the Clerk to mail out TABOR Notice(s). Colorado Constitution Article X, Section 20(3)(b) and 1-1-106(5) C.R.S.

Appendix A continued on next page

Appendix A – Continued

CALENDAR OF EVENTS AND DEADLINES FOR NOVEMBER 7, 2023 COORDINATED MAIL BALLOT ELECTION

- **Friday, October 13, 2023** – 25 days prior - Last date for Political Subdivision to cancel election or withdraw ballot issue or question. 1-5-208(2) C.R.S.
- **Week of Monday, October 16, 2023** – Ballots may begin to be mailed, except for UOCAVA voters. 1-7.5-107(3)(a) C.R.S. 24-hour ballot drop boxes open in Avon, Edwards, Eagle, Gypsum, El Jebel, Basalt, and Vail.
- **Wednesday, October 18, 2023 – Property Owner Ballot Entities Only** - Secure the supplemental Political Subdivision Property Owner list from the Eagle County Assessor’s Office.
- **Friday, October 20, 2023 by 10 a.m. MST - Property Owner Ballot Entities Only** - Certify the revised supplemental Assessor’s list that excludes non-human entities and UOCAVA voters in Excel format to the County Clerk. Please submit sooner if possible.
- **Monday, October 30, 2023** – Avon, Eagle, and El Jebel vote centers open. 1-7.5-107(4.5)(A)(III),(c) C.R.S.
- **Monday, October 30, 2023** – 8 days prior - Last day to register to vote to receive a mail ballot. After this date voters may pick up ballots in person at any vote center. 1-2-201(3)(b)(III) C.R.S.
- **Tuesday, November 7, 2023** – Election Day - Polls open 7:00 a.m. – 7:00 p.m. All ballots must be in the hands of the Clerk by 7 p.m. Mountain Standard Time on Election Day to be counted.
- **Wednesday, November 29, 2023** – Deadline to certify election results. Official results will be forwarded to Political Subdivisions. 1-10-102(1), 1-10-103(1) C.R.S.
- **Monday, February 5, 2024** – Last day for the Clerk to mail invoices to Political Subdivisions for their share of election as well as any recount costs.
- **Thursday, February 29, 2024** – Last day for Political Subdivisions to submit payment for election and recount costs to the Clerk's office.

Appendix B
STREET LOCATOR REPORT FOR
NOVEMBER 7, 2023 COORDINATED MAIL BALLOT ELECTION

DRAFT

Appendix C

STATEMENT OF CERTIFICATION – STREET LOCATOR REPORT FOR NOVEMBER 7, 2023 COORDINATED MAIL BALLOT ELECTION

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

Designated Election Official Signature

Date

for _____
(Name of Political Subdivision)

DRAFT

Appendix D

PROPERTY OWNER BALLOTS – TITLE 32

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

Overview - Property Owner Ballots

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

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

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

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

Responsibilities of the Coordinating Political Subdivision

Street Locator Report

1. Review the Street Locator Report provided from the Clerk's office (Appendix B).
2. Verify and certify all addresses listed in the address library report are within the Political Subdivision and are accurate and complete (with no omissions). All changes or inaccuracies must be identified by the Political Subdivision, the list certified by the Political Subdivision (Appendix C), and returned to the Clerk no later than **3:00 p.m. Mountain Standard Time on Tuesday, August 29, 2023**, seventy (70) days before the election. Please submit sooner if possible. The Political Subdivision is responsible for the accuracy of this report.

Property Owner and Overseas and Military Voter Lists

1. Secure the Colorado Statewide Overseas and Military Voter (UOCAVA) list from the Clerk.
2. Secure the Political Subdivision Property Owner list from the Eagle County Assessor's Office.
3. Remove all non-human property owners (e.g. trusts, LLCs, Corporations, etc.) from the Assessor's list.
4. Cross-reference the state-wide Overseas and Military voter (UOCAVA) list with the property owner list to determine if there are any Political Subdivision property owners on the UOCAVA list; identify all UOCAVA property owners.
5. Certify the revised Assessor's list that excludes non-human entities and UOCAVA voters in Excel format to the County Clerk by **Monday, September 11, 2023**. Please submit sooner if possible. Political Subdivision is responsible for the accuracy of this list.
6. Certify the list of any UOCAVA property owners to the Clerk by **Monday, September 11, 2023**, to ensure timely delivery of Property Owner oath for voter to return in time for statutory delivery of UOCAVA property owner ballots (**NOTE: UOCAVA ballots must be sent by Saturday, September 23, 2023 (1-8.3-110(1) C.R.S.)**).
7. Secure the supplemental Political Subdivision Property Owner list from the Eagle County Assessor's Office no later than **Wednesday, October 18, 2023** (20 days before the election). This supplemental list shall contain the names and addresses of all recorded owners who became owners no later than **Monday, October 16, 2023** (22 days prior to the election).
8. Certify the revised supplemental Assessor's list that includes new property owners and new UOCAVA property owners (i.e. the list should exclude non-human entities and previously identified UOCAVA voters) in Excel format to the County Clerk by **Friday, October 20, 2023 by 10 a.m. MST**. Please submit

sooner if possible. Political Subdivision is responsible for the accuracy of this list.

Responsibilities of the County Clerk and Recorder

1. After receiving the certified property owner list from the Political Subdivision, as well as the supplemental list, prepare and send the property owner TABOR Notice to the property owner households listed on the certified property owner list(s). (Article X, Sec.20(3)(b)). This Notice may be combined with other TABOR notices or mailed separately at the discretion of the Clerk.
2. A self-affirming oath will be sent to each household that must be returned by each eligible elector (1-13.5-202, C.R.S and 32-1-103(5), C.R.S.).
3. Upon return to the Clerk of the signed self-affirming oath, determine if the individual is a registered voter in the State of Colorado but is not already registered to vote at an address within the Political Subdivision.
4. Prepare and send property owner ballots to all eligible electors entitled to vote by virtue of a self-affirmation (32-1-806, C.R.S.).
5. Record each property owner ballot returned and signature verified.
6. Process ballots at central count.
7. Tabulate and certify results.

DRAFT



To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: July 11, 2023
Agenda Item: Vail Honeywagon – Updated Contract – Trash, Single-stream Recycling, and Curbside Compost Services for the Town of Eagle.

REQUEST:

The request is for Town Council to review and approve the final updated contract agreement with Vail Honeywagon and the Town of Eagle.

BACKGROUND:

The Town staff has been working with Jennifer from Vail Honeywagon and her legal team to make minor edits to Council's final contract agreement.

The following edits have been made to the original contract:

- Reconciled conflicting periods for termination if there is a breach of contract.
 - If Vail Honeywagon fails to provide the specified services for more than five consecutive days, the Town may notify Vail Honeywagon of its intent to terminate. Vail Honeywagon will then have five days to resume service or 30 days to cure any other breach of the contract. If the breach is not cured in that timeframe, the Town may terminate the contract immediately.
- Addition of Section 1.14: Excluded Waste in the Scope of Work. This section defines that Vail Honeywagon has no obligation to collect dangerous, biomedical, or biohazardous materials.
- Refined Section VIII.L: Force Majeure to match the Town's standard language.

Information from the last staff memo: The Town aims to reduce trash while increasing recycling and compost collection for Town of Eagle residents. Increasing this diversion rate is essential in achieving our community-wide climate and sustainability goals. Our contract with Vail Honeywagon runs through March 2025.

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

ANALYSIS:

The Town of Eagle's curbside trash, single-stream recycling, and compost program consist of the following:

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

COMMUNITY INPUT:

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

BUDGET / STAFF IMPACT:

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

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

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

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

RECOMMENDED ACTION OR PROPOSED MOTION

Town Staff recommends that the Town Council review and approve the updated contract agreement.

ATTACHMENTS:

Resolution No. 46 Honeywagon
Honeywagon -A061923-FINAL
Letter to Residents for Town of Eagle Proper

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 46
(Series of 2023)

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

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

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

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

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

Section 1. The Town Council hereby approves the Agreement for Refuse Collection and Disposal Services with Vail Honeywagon in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute such Agreement on behalf of the Town.

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL SERVICES

THIS AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2023 (the "Effective Date"), by and between by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and Vail Honeywagon Enterprises, LLC, an independent contractor with a principal place of business at 3 Waterway Square Place, Suite 110, The Woodlands, TX 77380 ("Contractor") (each a "Party" and collectively the "Parties").

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

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

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

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

I. SCOPE OF SERVICES

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

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall terminate 10 years after the Effective Date, unless otherwise terminated as provided herein. After 5 years

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

B. If Contractor fails to provide the services specified herein for more than 5 consecutive, scheduled working days or otherwise breaches this Agreement, the Town may notify Contractor of the Town's intent to terminate this Agreement. Contractor shall have 5 days to resume service, or 30 days to cure any other breach. If Contractor is unable to resume service or cure the breach within such time, the Town may terminate this Agreement, such termination to be effective immediately, and the Town may negotiate with other contractors for the operation of collection services. Any contract the Town enters into with another contractor shall not release Contractor from any liability to the Town for breach of this Agreement or any other damages.

III. COMPENSATION

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

1. \$41.75 per month for each Account serviced by Contractor. Each Account shall include a 64-gallon bear-resistant trash container, a 96-gallon single-stream recycling container and a 32-gallon bear-resistant organic compost container, serviced in the manner further set forth in **Exhibit A**;
2. An additional \$25.00 per month for each Account requiring a second 64-gallon bear resistant container; and
3. An additional \$10.00 per month for each Account requiring a second 96-gallon single stream recycling container.

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

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

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

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

the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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

V. INDEPENDENT CONTRACTOR

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

VI. INSURANCE

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

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

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

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

VII. INDEMNIFICATION

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

VIII. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

HONEYWAGON ENTERPRISES, LLC

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

EXHIBIT A

SCOPE OF SERVICES

- 1.1 Litter. Contractor shall not litter in the process of making collections and shall clean up (at its sole expense) any litter caused by it in providing services. However, Contractor shall not be required to collect material that has not been placed in approved containers. All refuse hauled by Contractor shall be contained, tied or enclosed by Account holders so that leaking, spilling or blowing are prevented.
- 1.2 Refuse Transportation. Contractor shall transport and dispose of all waste collected by its vehicles. If Contractor learns it has unintentionally collected toxic or hazardous waste, it shall be obligated to contact the source of such waste to request proper disposal, if the source can be located. If Contractor is unable to determine the sources, it shall reasonably confer with the Town to determine the manner of disposal.
- 1.3 Collection Schedule. Contractor shall provide the Town with maps and schedules of residential collection routes and keep such information current at all times. Recycled materials and trash pickup schedules shall be posted on Contractor's website and distributed annually to each Account holder. When a collection day falls on a legal holiday, refuse shall be collected on the following day. In the event of any changes in routes or schedules that will alter the day of pickup, Contractor shall notify the Town by written notice not less than 30 days prior to the change. Contractor shall provide an initial schedule to the Town on or before September 1, 2023.
- 1.4 Collection Vehicles. Contractor shall provide an adequate number of vehicles for all collection services under the Agreement. All vehicles and other equipment shall be kept in good repair, appearance, and in sanitary condition at all times. Each side of the vehicle shall clearly display the identity and telephone number of Contractor.
- 1.5 Account Holder Complaints. Contractor shall maintain an office through which it can be contacted by the Town and Account holders. It shall be equipped with sufficient telephones at (970) 476-3511, and shall have a responsible person in charge from 8:00 am to 4:30 pm on regular collection days, and shall respond to email sent to requests@vailhoneywagon.com. All Account holder complaints shall be addressed within 48 hours. Contractor shall supply the Town with copies of all complaints on a Town-approved form and indicate the disposition of each complaint. Such records shall be available for the Town's inspection at all times during business hours. The forms shall indicate the day and hour on which the complaint was addressed. When a complaint is received on a day preceding a holiday or on a Saturday, the complaint shall be addressed on the next working day.
- 1.6 Permits and Law. Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect. Contractor shall conduct operations in compliance with all applicable laws and municipal regulations.

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

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

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

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

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

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

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

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

1.11 Additional Collection Services.

a. Dumpster Accounts. Contractor will collect refuse from the following listed properties:

169331 (4) 64 Bear Resistant Containers (4) 96 signal stream recycle, (4) 32-gal Bear Resistance Compost (to meet services weekly and every other week)

165997 2-yard dumpster 1x/week

166487 2-yard dumpster 1x/week

166548 2-yard dumpster 1x/week
166547 2-yard dumpster 1x/week
166534 2- yard dumpster 1x/week
166533 2-yard dumpster 1x/week

b. Community Clean-Up. Contractor shall provide free of charge 40 yard roll-off containers at a central location for use by residents of the Town during the Town community clean-up in the spring of each year, with a date to be determined on or before February 1st of each year. The containers will be placed in a location mutually agreed upon by the Parties. Contractor shall provide at least 3 laborers and the Town shall provide one laborer to count the number of tires collected.

c. Special Events. Contractor shall provide collections services free of charge for the special events listed on Exhibit A-1, attached hereto, at no additional cost. Contractor shall provide trash, recycle, and compost services for the Town park, which includes three 6-yard trash containers, one 6-yard single stream recycle container, one 2- yard compost container, two boxes of trash bags, and two boxes of recycling bags, as well as two event porta-potties located at 7th Street and Wall Street and two event porta-potties located at 3rd Street and Broadway. In addition, Contractor shall provide weekly collections services for the Show Downtown in conjunction with the Vail Valley Foundation and Town special events. The Show Downtown collection services shall include one 6-yard trash container, one 6-yard single stream recycle container, and one 2-yard compost container.

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

e. No Fee Collection Services. Contractor shall provide collection services for the following accounts at no charge.

166518-1439, Information Center- two 96-gallon signal stream recycle every other week, one 6-yard trash serviced 1x/week.

166518-1441, Old Town Hall Offices - one 96-gallon trash serviced 1x/week.

166518-1440, Brush Creek Pavilion - one 8-yard trash serviced 2x week.

166518-1436, Public Works Shops - one 8-yard trash serviced 2x/week, one 2-yard single-stream recycle 1x/week, one 32-gallon compost serviced every other week.

166518-1437, Town Hall- two 96-gallon single stream recycle serviced every other week, one 4-yard serviced 1x/week, one 32-gallon compost serviced every other week.

166518-1438, Wastewater - four 3-yard trash serviced 1x/week.

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

a. If the Account did not have its container out at the time of a regularly scheduled collection, Contractor may schedule a return collection trip at an additional charge of \$25.

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

1.13 Quarterly Reporting. Within 30 days after the close of each calendar quarter, Contractor shall submit the following information to the Town for the preceding 3 months of service under the Agreement:

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

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

c. The estimated tons of acceptable recyclables collected;

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

e. A copy of the customer complaint log;

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

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

1.14 Excluded Waste. Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). If Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the Town and the producer of the Excluded Waste, if the producer can be readily identified. Title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.



WASTE CONNECTIONS
Connect with the Future

Dear Residents of the Town of Eagle,

Town of Eagle Town Council has approved upgraded trash service to include 64-gallon bear-resistance trash, 96-gallon single-stream recycling, and 32-gallon bear-resistance compost containers for each resident home in the Town of Eagle Proper, provided by Vail Honeywagon. You are part of this new program if you receive your trash bill from The Town of Eagle.

Schedule of Service Change and Bin Delivery:

Week of **September 5, 2023** - Delivery of the new 64-gallon Bear Resistance trash containers. Delivery will take place on your regular scheduled day of trash and recycling during the week of September 5.

1. All trash containers and recycle bins need to be out on your day of service during this week.
2. Your new 64-gallon bear-resistance trash container will be delivered and labeled with your address.
3. Your existing 96-gallon container will be labeled single stream and with your address.
4. Removal of all 18-gallon recycle bins from each resident.

****If not all trash and recycling containers are not out on this day, the resident will incur a delivery fee of \$50.00 to redeliver the containers and label them. You will have 30 days from the original delivery date to schedule this new delivery to your residence. You must contact via EMAIL ONLY jennifer@vailhoneywagon.com, date of retrieval and redelivery. If Vail Honeywagon does not receive it during this time frame, the resident will incur the total cost of the existing containers.**

Week of **September 11, 2023** – The new 32-gallon Bear Resistance Compost container is delivered. This container will also be labeled and addressed.

1. If you do not want a compost container, please EMAIL ONLY jennifer@vailhoneywagon.com before the delivery date.
2. Your billing will not change from the Town of Eagle for not composting.
3. Once the compost container has been delivered and you decided not to compost, you will incur a fee for removing this container, \$50. This will need to be scheduled via EMAIL only: jennifer@vailhoneywagon.com

Service will not be disrupted during this delivery period. The schedule will remain the same for trash and recycling. Compost will be the opposite week of recycling.

Wondering what “single-stream recycling” means or how to compost effectively?

Vail Honeywaygon will host town hall meetings to inform residents about recycling single-stream and proper composting procedures. Town Hall Meetings will be held in the Council Chambers at Town Hall on the following dates:

- Wednesday, August 2, from 12 p.m.2pm
- Wednesday, August 9, from 6 – 8 pm
- Wednesday, August 16, from 9 – 11 am

This information is also on the Town of Eagle website and Facebook page and has been emailed and mailed to your billing information on file with the Town of Eagle.



To: Mayor Turnipseed and Town Council

From: Denise Cardoza, Community Development

Date: July 11, 2023

Agenda Item: Resolution 47, Series 2023, “A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Laura Hartman to Fill the Vacancy on the Town of Eagle Planning and Zoning Commission and to Reclassify and Weston Arborgast from First Alternate to Regular Member”

REQUEST:

For Town Council to review the application and approve one (1) new Planning and Zoning Commission member who will serve as First Alternate and to reclassify Weston Arborgast from First Alternate to Regular Member.

INTRODUCTION:

Jamie Woodworth Foral left her Planning and Zoning seat to take a seat on the Town Council. Her term began on August 16, 2022, and will expire on February 28, 2026.

In addition to appointing one new Commissioner to fill the vacancy, staff also recommend reclassifying Weston Arborgast from First Alternate to a Regular Member. Weston’s term would remain as scheduled, beginning March 7, 2023, and expiring on February 28, 2027.

ANALYSIS:

The Town prepared advertisements to recruit community members to serve on the Commission. Applicants were asked to respond to a set of questions and provide a letter of interest and resume. Staff received one application from Laura Hartman.

After thorough review of the application and a discussion with the Community Development Director, staff believe the candidate is well qualified to serve on the Commission and perform the civic duties of the role.

Laura Hartman comes to us with a background in government. She continues to express her passion for policy, planning, and communication, and building a more vibrant, inclusive, and Net Zero Eagle. Most notably, Laura was a candidate during the 2023 Town of Eagle General Election pursuing a seat on Town Council.

COMMUNITY INPUT:

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

BUDGET / STAFF IMPACT:

There is no anticipated budget impact.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

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

APPOINTMENTS:

Laura Hartman is hereby appointed to the Town of Eagle Planning and Zoning Commission to serve as a First Alternate with a term beginning July 18, 2023, and expiring February 28, 2026 to reflect the term left vacant.

Westin Arborgast is hereby reclassified from First Alternate to Regular Member and will continue his scheduled term which began March 7, 2023 and will expire February 28, 2027.

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

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to **APPROVE** Resolution 47, Series 2023, A Resolution of the Town Council of the Town of Eagle, Colorado Appointing a Resolution of the Town Council of the Town of Eagle, Colorado appointing Laura Hartman to the Vacancy on the Town of Eagle Planning and Zoning Commission and to Reclassify and Weston Arborgast from First Alternate to Regular Member

ATTACHMENTS:

- Resolution 47, Series 2023
- Candidate Application & Resume

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 47
(Series of 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, APPOINTING LAURA HARTMAN TO FILL ONE VACANCY ON THE TOWN OF EAGLE PLANNING AND ZONING COMMISSION AND TO RECLASSIFY WESTON ARBORGAST TO REGULAR MEMBER.

WHEREAS, Jamie Woodworth Foral held a seat on the Planning and Zoning Commission, and has accepted a seat on the Eagle Town Council which left her seat vacant on the Planning and Zoning Commission; and

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

WHEREAS, one application was received for the position by Laura Hartman seeking interest; and

WHEREAS, subsection (A) of Section 2.24.020 of the Eagle Municipal Code provides that the Town Planning and Zoning Commission shall consist of seven members appointed by the Town of Eagle Town Council. The term of the appointed member of the Commission was terminated on May 23, 2023 and her seat was left vacant; and

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

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

Section 1. That Laura Hartman is hereby appointed to serve as the new First Alternate. The term will begin on July 18, 2023, and the term will expire on February 28th, 2026. In addition, Weston Arborgast has been reclassified from First Alternate to Regular Member and will continue his original term which began March 7, 2023 and will expire February 28, 2027.

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

LAURA HARTMAN

(317) 828-2625 | Hartman.laura.anne@gmail.com | PO Box 576 Eagle, CO 81631

23 June 2023

Planning and Zoning Commission
Town of Eagle
200 Broadway, PO Box 609
Eagle, CO 81631

To the Eagle Planning Commission and Staff:

I'd like to express my interest in serving as a Planning and Zoning Commissioner for the Town of Eagle. After working so closely with the Town over the last two years, I'm excited about the strategic direction and would be honored to be part of the team building our incredible town.

I believe I have the experience, skills, and relationships to be successful in this role. First, my background is in government. I hold dual Masters degrees in Environmental Science and Public Affairs with a Policy Analysis concentration from the [number one ranked program](#) in the country. I have work experience in local government and have always stayed abreast of our community's most pressing policy areas.

During my time at Eagle County Public Health, I served as a delegate to the Design Review Team and attended biweekly meetings with Community Development and Engineering. I regularly commented on planning files and spoke at County Planning Commission meetings. I participated in the land use code update process on behalf of the Public Health Department and worked with Adam Palmer to revamp the Sustainable Communities Checklist. My role was to provide a health equity lens that advised on how land use decisions impact population health. Furthermore, I wrote and was awarded an \$800,000 grant from the State of Colorado Health Disparities program for strategies on health equity in housing.

With thoughtful policy, planning, and communication, we will build a more vibrant, inclusive, and Net Zero Eagle. It would be a privilege to use my skills in service of my neighbors. Thank you, for considering me for Planning and Zoning Commission.

Laura Hartman

LAURA HARTMAN

SKILLS

- Skilled in **start-up**, turning new ideas into action.
- Specializes in program design, **systems design**, and implementation, **impact evaluation**, and theory of change.
- **Spanish** language
- StrengthsFinder:
 1. Ideation
 2. Input
 3. Restorative
 4. Strategic
 5. Includer

CONTACT

(317) 828 - 2625

hartman.laura.anne@gmail.com

PO Box 5761
Eagle, CO 81631



HONORS

Fellow

2023-24 | Colorado Governors Fellowship, CIVICO

Delegate

2022 | Build a Better Colorado Citizen's Assembly

Young Professional of the Year

2019 | Vail Valley Partnership

Co-Presenter

2016 | Colorado Nonprofit Association Annual Conference

EDUCATION

INDIANA

UNIVERSITY

Bloomington, IN

Master of Public Affairs, Master of Science in

Environmental Science, 2015

Concentration: Policy Analysis

Bachelor of Science in Public Affairs, 2014 Departmental Honors

Major: Environmental Management

Bachelor of Arts, 2014

General Honors

Notation

Major: Anthropology Minor: Spanish

CORNELL

UNIVERSITY

Project Management Certificate, 2020

WORK EXPERIENCE

Adam Palmer

Sustainability Fund

12/2021 - Present

EXECUTIVE DIRECTOR

- **Innovating** in the nonprofit sector by using philanthropy to capitalize a revolving fund that scales climate solutions.
- Created initial business plan and **executed organization launch**.
- Responsible for legal, financial, and administrative operations of a nonprofit.
- Leads strategic impact and all programs.

YouthPower365

12/2021 - Present

PROGRAM OUTCOMES SPECIALIST

- **Designing and implementing evaluation protocol** across a continuum of programming (pre-k to 12th grade).
- **Leads a team of five doctoral candidates** from the University of Northern Colorado Evaluation Research Center.
- Conducting a longitudinal, multivariate study of program outcomes.
- **Develops systems** for improved data collection, program efficiency, and analysis.

Holitna, Eagle

County Public

Health, THRIVE

Partners

01/2020 - Present

CONSULTANT

- Provides **high quality, impact-driven** resources and expertise for Colorado-based clientele.
- Creates **detail-oriented and effective** grant applications- over \$1.9M raised for Colorado nonprofits, tribal and local government.

VOLUNTEER

GUEST TEACHER

Eagle County School District
2022-Present

- Occasional substitute teaching to support educators and our public school system.

FOUNDING BOARD MEMBER, TREASURER

New Roots Colorado
2018-Present

- Led strategic vision for founding a legal nonprofit after two years of grass-roots organizing.
- Committed to local and sustainable food resources for all people in the Eagle River Valley.

ALPACA WRANGLER

Laguna Las Huiñas
2019

- Lived on-site, off-grid through the winter season to care for livestock, prevent illegal/off-season trout fishing, and maintain solar and wind electric systems.
- Prepared quarterly reports and managed renovation project budgets.

BOARD MEMBER

United Way of Eagle River Valley
2018-2019

- Advised Board on the restructuring of grant-making process to increase dollars available to innovators.
- Reviewed grant applications and met with applicants prior to making funding recommendations.

Certifications

Comprehensive Overview of Immigration Law
2023 | Catholic Legal Immigration Network

WORK EXPERIENCE CONTINUED

Eagle Valley Community Foundation

11/2020 - 12/2021

DIRECTOR OF OPERATIONS

- Responsible for managing internal business systems and process improvement.
- Prioritized and executed multiple major projects/programs with broad scope and **strategic impact** with minimal oversight.
- Senior leader for program design, evaluation, and financial best practices across all programs.

09 - 12/2017

PROJECT DEVELOPMENT OFFICER

- Advised **strategic development** to address food insecurity through creation of a new institution, now The Community Market.
- **Created business plan** with all due diligence and analysis including infrastructure framework, financial plan, fundraising, staffing, sustainability, and more.

Eagle County Public Health

01/2018 - 02/2019

HEALTH IN ALL POLICIES COORDINATOR

- Used a collaborative approach to encourage **systems change** by integrating health equity principles into **decision-making across policy areas** in Eagle County Government.
 - Built Environment, analysis and long-range sub-area planning.
 - Bilingual Inclusivity Taskforce, created a framework for cultural competency and Spanish language inclusion.
 - CO Healthy Schools Initiative.
 - **Ideation and launch team, MIRA Bus.**
 - Community Health Action Plan.
 - Mental Health Resource Database.

InteGreat!

05/2016 - 08/2017

PROGRAM MANAGER

- Responsible for Summer Food Service Program at 15 sites, including securing funding, hiring staff, all logistics, evaluations, and community presentations.

AMERICORPS VISTA

- Elevated the mission on equity through **collective impact** and systems change with focus on **food insecurity**.

From: [Jenny Rakow](#)
To: [Chad Phillips](#); [Denise Cardoza](#)
Subject: FW: Online Form Submittal: Town Council & Planning Commission Application - Vacancies Only
Date: Monday, June 26, 2023 8:14:49 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

FYI:

Jenny Rakow, CMC

Town Clerk & Municipal Court Supervisor

TOWN OF EAGLE

200 Broadway, PO Box 609, Eagle Co 81631

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

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



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

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Friday, June 23, 2023 2:08 PM
To: Clerk Group <clerk@townofeagle.org>
Subject: Online Form Submittal: Town Council & Planning Commission Application - Vacancies Only

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Town Council & Planning Commission Application - Vacancies Only

Select the Town Council or Town Council (vacancies only)
Planning Commission

PERSONAL INFORMATION

First Name	Laura
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Last Name	Hartman
-----------	---------

Address1	PO Box 5761
----------	-------------

Address2	Field not completed.
----------	----------------------

City	Eagle
State	CO
Zip	81631
Email Address	hartman.laura.anne@gmail.com
Contact Phone Number	3178282625
Business Address	<i>Field not completed.</i>
Business Phone Number	<i>Field not completed.</i>
Occupation	<i>Field not completed.</i>

(Section Break)

TOWN COUNCIL ELIGIBILITY AFFIRMATION

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

Are you a United States Citizen?	Yes
Are you a registered elector of the Town of Eagle?	Yes
Have you been an Eagle resident no less than 12 consecutive months?	Yes
Length of Residency in Eagle	4 years
Are you a registered voter and eligible to vote in the Colorado General Election?	Yes

(Section Break)

EDUCATION AND HOBBIES

High School	Lawrence Central High School
College	Lawrence Central High School
Trade or Business School	Cornell University
Hobbies	Trail Running, Food Preservation, Non-fiction Book Club

(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	Yes
If yes, which	New Roots CO, United Way Eagle River Valley
Please list organization memberships and positions held	<i>Field not completed.</i>
Please List Areas of Special Interest	<i>Field not completed.</i>
Why do you want to serve your community in this capacity?	Land use decisions have long term impacts on health, economies, and placemaking. A Planning and Zoning Commissioner serves the public by ensuring decisions are made transparently and with equity in mind. We all have a responsibility to do good for our communities and the wider world, and a role with P&Z gives me the opportunity to use my skills in service of the Town of Eagle. I'd bring a novel perspective to the commission because I represent a population of the Town that is traditionally left out. 19% of Eagle residents are non-family households. 33% are renters. 21% speak Spanish. Many work multiple jobs to be here. It is critical that the Planning and Zoning Commission understand the interests and needs of these many thousands of residents. The Town's strategic plan identifies "Transparency and Community Engagement" as a guiding principle. Further stating: The Town is committed to maintaining an ongoing, meaningful, and substantive dialogue with the community that is based on clearly defined standards and compelling arguments for proposed policies and investments. I can help the Planning and Zoning Commission in advising

actionable steps to increase meaningful engagement based on my experience in the non-profit sector, my broad network, and ability to connect with, to-date, underrepresented populations.

(Section Break)

ADDITIONAL QUESTIONS

1. What opportunities does the Town of Eagle have?

The Town has myriad opportunities on the horizon, and I will highlight a few below:

Institutional Trust- With new staff and new residents, the Town has an opportunity to bring people in through communication and outreach and reliable and cost effective services. The nonprofit sector is on the cutting edge of meaningful stakeholder engagement, codesign, and mutual trust. We can take best practices from the sector to close feedback loops, identify misunderstanding or tension, and better understand emerging needs. Pairing this engagement with increased staff capacity and commitment to high performance in town services, we can build the institutional trust needed in our town and nation.

Transit and Climate Leadership- Eagle has already taken steps to be a climate leader in the mountain west. The Town should capitalize on this investment by celebrating our accomplishments with residents. The next opportunity for green transformation lies in transit. We can reduce VMTs and increase health and social connectivity with dynamic multimodal transit.

Culture and Arts- Eagle has a rich, rural character and more diversity than meets the eye. Our Town's outdoor amenities are a true treasure, and so are our local artists, musicians, and creatives. We have so much to showcase. I envision an Eagle with a truly inclusive arts scene and that is proud of our many cultures. This can be accomplished with increased coordination and scheduling of events and a values-based vision for the arts. Housing- Eagle should consider examining the efficacy and impact of existing deed restriction and LERP programs and be mindful to ensure strong protections for renters.

Business and Economy- The Town must Incentivize business and redevelopment on Broadway through grants and flexible, innovative policy. We must support efforts to preserve what historical buildings we have and look for cost-effective ways to bring those buildings up to code.

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

A major challenge for the Town of Eagle is growth. As our population increases, how do we ensure the diversity of residents that contributes to a vibrant economy and culture? How do we ensure reliable and cost effective services at scale and engage with the public to strengthen institutional trust? In ten years, Eagle will be much hotter and much dryer. How do we prepare current residents and newcomers to continue to thrive in that reality? How do we prepare through smart land use planning?

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

Our most pressing challenges are persistent and have dogged the Town for decades. We need new frameworks for understanding these issues and creative solutions. We need better, real time information and future-focused metrics. As a leader, I believe the future depends on broadening the scope of our ROI. We must put forth a vision of the future that challenges the patterns of the past.

By leveraging local institutions and foundations with expertise, all players in a community can be a part of systems change that helps to move the needle on critical issues. Systems thinking, sound evidence, and collaboration are critical components that foster resiliency and make rural communities thrive. This is the philosophy I would bring to the role of Planning Commissioner.

Notarized Affidavit Required

Please note that a Town Council appointment requires that you have on a file a notarized affidavit of a Conflict of Interest form. The Town Clerk will send this to you once your application has been received.

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

[TOE_PZApp_Hartman_6.2023.pdf](#)

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



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

Administration & Organization update

To date, the Town has successfully filled eighteen vital positions crucial to upholding and improving the quality of life in the Town of Eagle. These positions are fundamental in delivering essential municipal services that our residents rely on daily. We welcome our newly hired individuals with utmost confidence, knowing their abilities and expertise will significantly contribute to our ongoing commitment to excellence. I want to thank Lynette for her continued hard work and dedication in filling these vacancies.

Next, I am writing to provide you with an update on a grant funding opportunity with the Safe Streets and Roads for All (SS4A) program we have identified. The applications for this grant must be submitted by July 10, 2023.

The SS4A grant program aims to enhance roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries. It focuses on developing a comprehensive safety action plan encompassing all users of our highways, streets, and roadways, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators. By providing funding for the development of tools and strategies to strengthen a community's approach to roadway safety, this program aims to save lives and prevent serious harm.

Working closely with our grant consultant, KLJ Engineering, we are actively preparing to apply for a Safe Streets and Roads for All (SS4A) planning grant on behalf of Eagle. The primary goal of this grant is to complete a community-wide, publicly available Comprehensive Safety Action Plan (the Master Plan). The Town firmly believes that this Plan is an essential initial step in assessing roadway safety issues and identifying projects and strategies to reduce or eliminate roadway fatalities and serious injuries.

Our proposed approach involves the development of a community-wide, publicly available Comprehensive Safety Action Plan that not only fulfills the SS4A self-certification criteria but also opens doors for potential implementation funding in the future. This Plan will aim to achieve the following objectives. Lead to a significant reduction or elimination of roadway fatalities and serious injuries involving various road users. To utilize low-cost, high-impact strategies to improve safety over a wider geographical area. Involve engaging various public and private stakeholders to help shape our Eagle Plan.

To ensure a comprehensive and effective plan, the completed Comprehensive Safety Action Plan will include the following key components:

1. The development and solidification of official public commitment to the eventual goal of zero roadway fatalities and serious injuries. Well-defined goals, timelines, and target dates will accompany this commitment.

2. Review of committee membership and recruitment process to ensure appropriate oversight of the Plan's development, implementation, and monitoring.
3. Conducting a safety analysis of existing conditions and historical trends to establish baseline crash data, identify systematic and specific safety needs, and pinpoint higher-risk locations.
4. We plan to implement robust public engagement strategies to gather valuable information and incorporate public input into the Plan.
5. We are considering equity in the analysis and development of proposed projects and strategies.
6. Assessing current policies, standards, and plans to identify opportunities for improvement or revision.
7. We are identifying comprehensive projects and strategies based on data analysis, best practices, stakeholder input, and equity considerations.
8. We are establishing methods for measuring progress, including collecting outcome data and ensuring ongoing transparency with community members and partners.

By pursuing this grant opportunity and developing a comprehensive plan that aligns with the SS4A program's goals, we will enhance roadway safety and position ourselves for potential future funding opportunities. Your continued support will enable us to take proactive steps toward making our roadways safer and preventing unnecessary fatalities and serious injuries.

During my recent performance review with the Council, I shared with you all its time for the Town of Eagle to focus on developing a comprehensive Culture and Leadership program. Recognizing the significance of this endeavor, I reached out to Dr. Karah Maloley, an expert in facilitation and leadership development, here in the Eagle County area on Wednesday, July 5. We discussed a few ideas and possible ways to start a partnership for her services to lead the development of our efforts.

We aim to design a 3 to 5-year strategic program to continue developing culture and leadership within the Town of Eagle organization. At the core of this initiative lies the creation of our very own Town of Eagle Culture Statement, which will embody our organization's ideals and aspirations. To ensure a holistic approach, we intend to involve a diverse cross-section of Town team members in developing this statement.

Building an organizational culture that genuinely represents Eagle necessitates collaboration and input from all team members, and every voice matters. We can foster a cohesive and thriving culture by combining positive behaviors, ethical practices, shared values, efficient workflows, clearly defined goals, effective management strategies, and reasonable expectations. A strong organizational culture that resonates with our employees' beliefs and aligns with their expectations can significantly enhance our overall performance and the quality of life for our community.

Through this Culture and Leadership program, we are committed to creating an environment that promotes employee engagement, empowers individuals to reach their full potential, and inspires innovation and excellence. We will lay the foundation for a united and forward-thinking Town of Eagle by cultivating a culture of openness, trust, and respect for all.

Together, we will embark on a journey that nurtures our collective strengths, values our diversity, and propels us toward a brighter future. The time has come to begin shaping the Town of Eagle's current and future culture. With our dedicated team and a strategic focus on culture and leadership, we will undoubtedly achieve remarkable success.

We plan to have the details and cost estimates ready for discussion with Council during the draft 2024 budget process.

Economic Development:

We scheduled to meet Chris Cares from RRC on Tuesday, July 11, to discuss the next steps on mobility data work and the Economic dashboard. The dashboard will be valuable for the Town of Eagle Council, business owners, and community members, enabling us to monitor and enhance economic development. It will also support informed decision-making to promote economic growth and prosperity for all residents.

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.

The Eagle Grand Avenue Stakeholder Committee Kickoff meeting took place on June 27, bringing together a diverse group of committee members and town representatives. The committee members included Dan Brown, Shane Dickman, Kim Fritzler, Anne McKibbin, Kristen Miller, Tony Powell, and Kevin Sharkey. Representing the Town of Eagle were Ellen Bodenhemier, Martha Miller, Tom Gosiorowski, Chad Phillips, and Larry Pardee.

During the meeting, the Stolfus team outlined the expectations for the Grand Avenue Stakeholder Committee. These expectations included active participation in four meetings from the preliminary design stage to the end of the year. The committee's primary responsibilities were to provide recommendations to the Town Council on advancing the Corridor Plan, advocate for the community's best interests, and foster a positive and collaborative environment.

The meeting addressed the leadership roles within the committee. Kevin Sharkey was nominated as the Chair, with Kristen Miller nominated as the Vice-chair. Following this, Stolfus presented the purpose and vision for the Grand Avenue corridor. The key objectives included addressing traffic congestion, improving mobility, enhancing safety, creating attractive public spaces, and enhancing the overall aesthetics of the corridor.

The discussion then focused on the guiding principles that shaped the corridor plan. These principles encompassed improving mobility along Grand Avenue, establishing better connections to accommodate future growth in Eagle, promoting sustainable solutions, supporting existing and future businesses, celebrating diversity, fostering stewardship of the area, and making wise investments.

Stolfus provided an overview of the corridor plan's progress until then. Key elements identified for the Plan included two lanes in each direction, strategic landscaping, medians, buffers, roundabouts, reduced speeds, dedicated cycling tracks, pedestrian sidewalks, designated bistro zones, inviting gathering spaces, effective access management, parking adjustments, urban design elements, lighting, street furniture, signage, and wayfinding measures.

The final discussion area centered around the project's value engineering goal. The committee aimed to identify cost-saving opportunities without compromising the project's goals, values, and purpose. The objective was to strike a balance between project cost and functionality while enhancing safety, traffic flow, mobility for all road users, sustainability, and the overall aesthetics of the corridor.

This kickoff meeting set the stage for the Grand Avenue Stakeholder Committee's work in the coming months. With a dedicated and diverse group of members, the committee will actively contribute to shaping the corridor's future, ensuring it meets the community's needs while adhering to the guiding principles and goals established.

I wanted to provide you with an update regarding the requested presentation by the Eagle Valley Transit Authority (EVTA) for the Town of Eagle. Tanya Allen and Bill Ray reached out on July 5, expressing their interest in providing an EVTA update to Council, which will occur at the August 22 Council meeting.

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. Preparing in advance is helpful since it takes planning to execute a work session. Staff will keep this table in this report and make changes as needed. The topics are subject to change:

Date	Topic
July 4, 2023	<i>(Meeting Cancelled)</i>
August 8, 2023	Affordable Housing items to discuss on guidelines for LERP
September 5, 2023	2023 – 2027 Capital Improvement Plan – Work Session
October 3, 2023	2023 – 2024 Operating Budget – Work Session
November 7, 2023	
December 5, 2023	
Request for Additional Work Sessions	Topic



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

ASSISTANT TOWN MANAGER

June 2023

Economic Development

- Continued the work with EPS on the Economic Development Plan. Reviewed business survey data and assisted in preparing presentations for EVC and Town Council.
- Worked with DCI and the DDA to review financial projections for the DDA. The group also established roles for DCI and Town staff to support the DDA through the remainder of 2023.
- Staff attended webinar on economic development ideas.
- Coordinated regular monthly EVC meeting and provided meeting support.

Housing

- Staff began discussing updates to the LERP Guidelines to align with updates from ReCode.
- Continued research on qualifying for Prop. 123 funding through the state. Requested technical assistance, connected with the County on their experience applying and established a timeline for bringing recommendations to Town Council in September.
- Worked on outreach to Eagle Villas property owner to discuss future opportunities with the property.
- Attended the 3rd Street Housing project groundbreaking.

Sustainability

- Staff helped coordinate presentations from the Climate Action Collaborative on EV infrastructure ideas to Town Council and the DDA. Staff provided the Town's grant consultant with various EV charging and EV fleet funding opportunities.
- Staff met with the Adam Palmer Fund to discuss next steps in advancing the Net Zero Action Plan and furthering our partnership.
- Staff posted the Sustainability Specialist position with a first-round review deadline of July 7th.

Communications & Marketing

- Staff are coordinating the Town's communications and establishing more streamlined processes to allow for more consistent communication to residents. Staff are also working on an overall communications and marketing strategy for the Town.
- June's communications were heavily focused on Flight Days and other event updates.
- Staff are continuing work on a "website refresh" with our main website vendor.

Pool Replacement Project

- Town staff and Mountain Rec. Staff continued our regular monthly meetings as well as collaborating on public communications about the pool project.
- Staff posted an RFQ for an owner's representative for the project and received 8 responses, many local. Town and Mountain Rec. Staff reviewed each proposal and met to discuss top candidates. The joint team

selected 3 firms to interview in early July. A recommendation for a final firm will be presented to Council for consideration at the second Town Council meeting in July.

FINANCE DEPARTMENT

June 2023

Administration/Financial:

- **Audits:**
 - **Annual Audit:** Staff did not work on Audit in June due to Maggard and Hood staff being out of the office, will wrap up 2022 Audit work in July and present to council at second meeting in July.
 - The Audit is due to the State Auditor by July 31st
- **Budget:**
 - Finance met with Larry to go through preliminary 2024 budget revenue projections
 - 2023/2024 Budget instructions and templates were distributed to staff, here is staff's budget calendar:

Date	Description	Key Staff
June 1, 2023	Preliminary Revenue Projections Due	Finance Director
June 23, 2023	Distribution of Budget Instruction to Staff	Finance
July 5, 2023	2023 Budget kickoff meeting	All
July 1–July 14, 2023	IT Departmental Meetings	Kevin, Kelly & All Departments
July 14, 2023	B&G Maintenance Requests Due to Public Works & Finance	All Departments
July 14, 2023	Personnel Requests & Reclassifications and Personnel Reallocation Spreadsheet Due to Finance	All Departments
July 14, 2023	Compensation Plan Due to Finance	Lynette
July 28, 2023	Capital Improvement Plan (CIP) with Project Descriptions Due to Finance	All Departments
July 28, 2022	Operating budgets due to Finance	All Departments
August 4, 2023	Revisions to Revenue projections and fixed costs due	Finance Director
August 4, 2023	Staff Hour Allocation Spreadsheet and Detailed 2024 Workplan Due	All Departments
August 8, 2023	Capital Improvement Plan Meeting	All Departments
August 14–17, 2023	Operating budget review meetings with Town Manager, Managers, Finance, & Staff	All Departments
September 1, 2023	Fee schedule revisions due to Finance	All Departments
September 15, 2023	Fee schedule revisions review meeting with Finance and Town Manager	Jill & Town Manager
September 15, 2023	Operating Budget Narratives Due to Finance	All Departments
September 21, 2023	Employee Compensation Plan/Health Insurance/General Benefits	Lynette & Town Manager
September 05, 2023	2023 – 2027 Capital Improvement Plan – Work Session	Staff & Council
September 19 or 26, 2023	2023/2024 Operating Budget – Special Work Session	Staff & Council
October 10, 2023	Public Hearing: 2024 budget presentation	Staff & Council
October 24, 2023	Public Hearing: 2024 budget presentation	Staff & Council
November 14, 2023	Final Public Hearing – Adoption of the 2023 Budget	Staff & Council
December 12, 2023	Certification of the 2023 Mill Levy	Jill & Council
December 15, 2023	Deadline to deliver certification of mill levy to Eagle County	Jill & Kelly
January 31, 2024	Deadline to have a certified copy of the adopted budget filed with the State	Jill & Kelly

Staff would like input from the Council on whether they would like to have a work session on the 19th or 26th of September for operating?

- **Open Position:** Administrative Technician II – Accounts Payable
 - Position is Posted and we have received several applications
 - We will begin interviews the week of July 10th
- **Short Term Rentals:**
 - STR Active Permits – 20
 - STR Closed Permits – 2
 - STR Permits in process – 2
 - Revenue Collection:
 - January and May 2023: \$10,371 (compared to 2022: \$6,935 – 50% increase)
 - 2022 Total Collection - \$16,675

Payroll/HR:

- Introductory meeting with HR and Karah Maloley (Love in Practice) who will be providing coaching to a few of our managers
- Positions changes in payroll
 - 3 New Hire:
 - 2 new B&G Maintenance Worker (seasonal)
 - Communication & Marketing Specialist
 - Promotions:
 - Administrative Technician II – Comm Dev
 - 3 Terminations:
 - Accounting Specialist II
 - Records: Information Technician II
 - Streets Maintenance Technician II

Training:

- What Every Leader Should Know about Mental Health at Work – Jill & Kelly

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%
APRIL	215	137	214	331	259	(72)	-22%
MAY	275	162	260	269	388	119	44%
JUNE	298	221	400	398	290	(108)	-27%
YEAR TO DATE	1,671	1,196	1,568	1,744	1,698	(46)	-3%

Utilities:

- Finance completed annual variable surcharge re-averaging (2-year period) – Customers may see a surcharge adjustment bill received in July
- Property Transfers – 8 (YTD – 55)
- New Account Set Up – 3 (YTD – 14)
- Utility Red Tags – 21 (2023 monthly Average 21.6)
- Water Shut Offs – 1 (2023 monthly Average 1.5)
- Electronic Utility Payments – 86% in June 2023 (up from 80% in June 2022)
- *Water Usage:*

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%
APRIL	16,101	15,578	17,443	14,988	16,028	15,071	(957)	-6%
MAY	20,473	34,006	23,775	24,859	25,778	17,773	(8,005)	-31%
JUNE	37,622	61,463	60,403	51,373	52,715	42,130	(10,585)	-20%
TOTAL YTD	123,163	160,454	149,822	138,761	143,050	122,265	(20,785)	-15%

Water demand for the year is 85% of average, which is appropriate based on the level of precipitation received this year. Our revenues are currently 39% of budget compared to 41% in 2022 and 43% in 2021. (a difference of 4% of budget in 2023 is approximately \$139,000) Staff expects our revenues to increase throughout the summer months.

**Town Council Department
Budget to Actual:**

TOWN OF EAGLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN COUNCIL</u>					
10-49-110 SALARIES & WAGES	3,800.00	21,800.00	45,600.00	23,800.00	47.8
10-49-142 WORKERS COMPENSATION	.00	46.89	59.00	12.11	79.5
10-49-143 HEALTH & INSURANCE BENEFITS	.00	.00	168.00	168.00	.0
10-49-144 FICA - EMPLOYER'S	290.70	1,667.71	3,488.00	1,820.29	47.8
10-49-225 UNIFORMS	.00	.00	300.00	300.00	.0
10-49-320 LEGAL NOTICES	.00	35.17	500.00	464.83	7.0
10-49-347 PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
10-49-351 LEGAL - GENERAL	.00	61.50	.00	61.50	.0
10-49-371 TRAVEL EXPENSE	.00	.00	3,000.00	3,000.00	.0
10-49-372 MEETING EXPENSE	.00	3,347.63	5,250.00	1,902.37	63.8
10-49-380 TUITION & BOOKS	.00	101.33	2,600.00	2,498.67	3.9
10-49-450 SPECIAL COUNCIL FUNDING	7,692.00	18,261.52	141,500.00	123,238.48	12.9
10-49-510 INSURANCE	.00	276.66	831.10	554.44	33.3
10-49-915 COMMUNITY REQUESTS	.00	41,072.00	50,000.00	8,928.00	82.1
TOTAL TOWN COUNCIL	11,782.70	86,670.41	258,296.10	171,625.69	33.6

SPECIAL EVENTS & MARKETING

June 2023

Marketing & Events Advisory Committee (MEAC)

- Introduced Carly West, Communications & Marketing Specialist
- Reviewed schedule & details of Flight Days, volunteer sign-up
- Canceled July MEAC meeting

MARKETING

- On-line registration form for Community Table (MUST REGISTER FOR YOUR TABLE)
- Daily Social Media posts on Facebook and Instagram
- Communications Committee – Eagle TODAY & Eagle SPIRIT

UPDATE

- The Walking Mountains Zero Waste Team at Eagle Flight Days was able to divert 818.95 pounds of waste from the landfill, reaching a diversion rate of 87.41%!

MEETINGS

- Final meeting with Tipi Raisers to confirm schedule, horse routes, community safety. Chief Bos and Lieutenant Buhlman were in attendance.
- Flight Days Run-of-Show with all departments
- Kaleidoscope Productions – sound and back line
- Kim Fritzler - Color Run
- Chris Parker - EMCEE
- Laura Assmussen - parade
- Weston Arbogast - Eagle's Got Talent, also co-hosted KZYR's Last DJ
- Research and development – attended FIBArk in Salida, CO
- Mike Mathers from Swift Water Rescue to discuss Youth Whitewater Safety event at the River Park on July 21 (ages 10-15).
- Block Party Eagle planning and review meeting included law enforcement; new requirements have been put in place for 2023 event.

JUNE EVENTS

- 2nd Friday Downtown
- BMX State Race
- Mtn Rec Opening Day
- Music & a Movie – June 15 & 22
- ShowDownTown
- Farmer's Market

TOWN PRODUCED EVENTS - JUNE

- Flight Days -
Staff would like to thank everyone for their support. Special thanks to the entire Public Works team. Kevin Fontana wins the ROCKSTAR award. Kim Fritzler best supporter; committee member, coordinated the Color Run, volunteered all day Saturday. Weston Arbogast best community member; volunteered for the Color Run, created & participated in the parade, stage manager for Eagle's Got Talent. Stephen Ridgeway for filling in the two-hour entertainment gap when the Tipi didn't rise, due to weather. Lily Doran for singing an unbelievable National Anthem. And Joette Gilbert for bringing forward the Indigenous Wisdom Gathering to Eagle.



UPCOMING EVENTS

JULY	
July 2	Yoga in The Park
July 4	Kids' July 4th Bike Parade
July 6	ShowDown Town Concert
July 7	Eagle Farmer's Market & Art Show
July 7 & 8	ARTwalk Festival
July 9	Yoga in The Park
July 13	ShowDown Town Concert
July 14	Eagle Farmer's Market & Art Show
July 15	Never Summer Adventure Race
July 16	Yoga in The Park
July 11 - 23	Triple Crown Baseball World Series
July 20	ShowDown Town Concert
July 21	YOUTH Whitewater Safety
July 21	Eagle Farmer's Market & Art Show
July 23	Yoga in The Park
July 26 - 29	EAGLE COUNTY FAIR & RODEO
July 27	ShowDown Town Concert
July 28	Eagle Farmer's Market & Art Show
July 30	Yoga in The Park

HUMAN RESOURCES

June 2023 – July 7, 2023

Benefits

- Finalized Total Compensation & Benefit market analysis presenting to council 07/11/23
- Administering 4 FMLA claims

Risk Management, Safety and Work Comp

- Managing 9 General Liability & PC Open claims, 2023 total claims = 6
- Working on 2022 Administrative Safety Audit
- 1 Safety Training Activities/Acknowledgements sent to staff

Recruiting – Onboarding

- HR Admin Tech hired starts 07/07/23
- 2 New Hire Orientations
- Benefits Orientation held for 2 new hires
- Recently posted Jobs:
 - Sustainability Specialist
- Ongoing recruiting:
 - Police Officer – offer pending
 - Water Operator – Interviewing
 - Records & Information Technician
- 2023 started with a total of 18 total open positions, increased to 26 on 6/20
 - 16 full-time open positions, (8 of those positions carried over from the 2022 budget)
 - 5 seasonal positions (3 - B & G, 1 - Open space, 1 - Refuse/Yard Waste)
 - 7 positions in progress
 - 2023 Filled 19 positions:
 - Assistant Town Manager – Starts 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
 - Yard Waste Maintenance Worker started 4/14
 - Detective (internal promotion) Started 4/24
 - Buildings and Grounds Seasonal – Started 4/24
 - Open Space Seasonal- Started 4/28
 - Code Enforcement Officer – Started 5/1
 - Building and Grounds Maintenance Technician – Started 5/8
 - Economic Development Housing Specialist – transitioning from current role
 - Buildings and Grounds Maintenance Worker started 6/5
 - Marketing Communications Specialist started 06/05
 - B & G Seasonal #3 started 5/12
 - Admin. Tech. II, Com Dev. started 6/19
 - Admin Tech II, HR, starts 7/7
 - Collections and Distributions Maintenance Technician, starts 7/17
 - In 2022 - 25 positions were filled

Administration, Training, Translation Assistance

- Continued work on HR Standard Operating Procedures for internal processes & training
- Additional work on CORA request for Police Personnel & Insurance Information

INNOVATION TECHNOLOGY

June 2023

- Public WiFi extended at Town Park to include playground to the East of the Stage.
- Internet update: As of July 7, we have 64 signups awaiting installation and 36 active accounts.

COMMUNITY DEVELOPMENT

LONG RANGE PLANNING

- **ReCode Eagle – The Land Use and Development Code (LUDC) Update**
 - On June 28th, staff released the Adoption Draft, which can be accessed here:
<https://www.townofeagle.org/DocumentCenter/View/18789>
- Adoption schedule:
 - Planning & Zoning Commission Recommendation hearing: 6/6/23 tabled until 7/18/2023
 - Town Council Adoption hearing: 6/27/23 tabled until 8/8/2023

LAND USE APPLICATIONS IN PROGRESS

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

- **DR23-02: Alpine Lumber Shed**
 - A Minor Development Permit to replace an existing lumber shed along Eby Creek Rd with a new shed.
 - Public hearing schedule:
 - Planning & Zoning Commission: 6/20/2023 tabled to 7/18/2023
- **DR23.01: Stone Concepts Warehouse**
 - A Minor Development Permit to construct a new warehouse on the currently vacant lot at 85 Marmot Lane.
 - Public hearing schedule: To be announced.

ADDITIONAL UPDATES:

- Staff has received one application for the Planning Commission vacancy and will be presenting a recommendation to the Town Council at the July 11th meeting.
- Denise Cardoza joined the Community Development Department on June 20th 2023. We are excited to have her join our team. She began her career with the Town of Eagle in August 2022.

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 issued. Asbestos abatement complete *Noteworthy: Retail food sales & cooking class.
Eagle Fire Station	425 E Third St.	In progress going through inspections. Approximately 99% complete. Hope to have final inspections by the end of the week.
Eby Creek Apts.	435 Eby Creek	In progress with all framing complete. First phase of rough-in inspections approved. All but half of Third floor insulated and 50% of drywall complete.
Hockett Gulch Apts.	16186 Hwy 6	Building permits have been issued for all buildings. Foundations complete on all buildings. Framing underway on 4 of 6 buildings. Plumbing rough inspections complete on Building 2 and Clubhouse. Partial inspections on other trades in progress.
410 Broadway Project	410 Broadway	In progress with exterior front brick wall covering just completed. Trades contractors rough-in inspections approved. Insulation approved. Drywall phase in progress for upper levels. Stucco installation in progress.
City Market Remodel	0103 Market St	Interior work completed. Parking lot improvements (re-configuration) still pending.
Eagle River Park Pavilion	200 Fairgrounds Rd	Framing complete. Gutter/drainage system remains to be installed.
Fresh Tracks	50 Chambers Avenue	Permits issued for tenant finish.

Vail Closets	50 Chambers Avenue	Permits issued for tenant finish.
Knapp Ranch	717 Sylvan Lake	Remodel complete.
Haymeadow	91 Mountain Hope Circle	All plan reviews complete. Issued full building permits for all buildings. Foundation for Building A nearly complete. Framing to start Monday 7/10. Building D foundation inspections in progress.
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.)

TYPE OF WORK PERFORMED	EOY 2022	YTD 2023
Inspections (n/i Planning, Public Works)	1,308	938
Permits Processed	465	224

TOWN COUNCIL AND PLANNING & ZONING COMMISSION MEETING SCHEDULE:

July 2023
July 11 th (Town Council) Planning Commission Appointment
July 18 th (Planning & Zoning Commission) ReCode Recommendation Hearing (tabled from 6/6) Zone Map Recommendation (tabled from 6/20)
July 25 th (Town Council) <i>Currently no land use files.</i>
August 2023
August 1st (Planning Commission) <i>Currently no land use files.</i>
August 8th (Town Council) ReCode Adoption Hearing (tabled from 6/27)
August 15th (Planning Commission) <i>Currently no land use files.</i>
August 22nd (Town Council) ReCode Adoption Hearing + Zone Map

EAGLE POLICE DEPARTMENT

June 2023

2023 June Calls for Service: 1,005

2023 January-June: 5,852

2022 June Calls for Service: 956

2022 January-June: 6,009

<i>Agency Assist – 3</i>	<i>Harassment -- 4</i>
<i>Assault -- 4</i>	<i>Juvenile/Family Incident -- 4</i>
<i>Burglary – 0</i>	<i>Missing/Recovered * Juvenile – 1 Adult- 2</i>
<i>Burglary False Alarm --0</i>	<i>Motor Vehicle Crash/Assist -- 26</i>
<i>Child Abuse Investigations -- 0</i>	<i>Narcotics -- 0</i>
<i>Citizen Assist -- 36</i>	<i>Noise -- 4</i>
<i>Civil -- 12</i>	<i>Protection Order Violation -- 1</i>
<i>Code Violation -- 1</i>	<i>Sex Assault -- 0</i>
<i>Damage/Vandalism -- 3</i>	<i>Misconduct Investigations -- 0</i>
<i>Death -- 0</i>	<i>Sex Offender Check/Registration -- 3</i>
<i>Disturbance -- 14</i>	<i>SRO Related – 3</i>
<i>Dogs Leash, Welfare or Noise (EPD and not A.C.) --9</i>	<i>Suicidal/Welfare -- 11</i>
<i>DUI/D -- 1</i>	<i>Suspicious Person/Vehicle/Occurrence -- 39</i>
<i>DUR -- 2</i>	<i>Theft – 9</i>
<i>F or M Menace/Assault/Weapons MM- FW- 1</i>	<i>Trespassing -- 1</i>
<i>Fire/Medical -- 4</i>	<i>Warrant Arrest – 1</i>
<i>Fraud – 8</i>	<i>Wildlife Animal -- 7</i>

Sergeant Rich, Code Enforcement Officer Deering, and Officer Sanders spent part of the day at the Mountain Recreation Little League Baseball Opening Day Celebration at Freedom Park. Goodies were handed out to kids and great interactions were had with families overall. Officers spent sunny summer evenings at both the Music and a Movie and Show Downtown events that took place in June.

The new Detective program is up and running and already very busy. This is quickly proving to be an asset to our organization and to the citizens of Eagle.

June's Coffee with a Cop was held at Yeti's Grind. July's Coffee with a Cop will take place on Thursday, July 13th from 7am-9am at Color Coffee Roasters.

Eagle Police Department partnered with Avon Police Department, Eagle County Sheriff's Office, Vail Police Department, Eagle County School District and many other local first responder agencies to conduct several days of training focused on the response to active shooter/threat skills, drills and exercises. This year's training was held at Brush Creek Elementary School in Eagle.

SRO Scriver attended RAIDER training, a training course focused on school safety and law enforcement response to active shooter events at schools; he is now an instructor in these two fields.

We bid farewell to Elda, one of our Records Technicians, as she pursues her next adventure. She served with the Town for just over a year and will be missed!

Officers responded to a vehicle that was parked off the roadway and appeared stuck. Upon contact with the driver, the driver eventually admitted to having 9 alcoholic drinks within a short timeframe. This driver was arrested and charged with DUI.

Officer Westering responded to two separate crashes involving electric bikes in the same evening. One accident occurred when the bike crashed near a fence. The second crash happened when the bike struck a parked vehicle, damaging the side mirror.

Chief Bos attended, and instructed portions of, the Necro Search International annual training conference.

Eagle PD, Eagle County Sheriff's Office, Avon PD and Vail PD began discussions about a joint purchase for an armored vehicle. The purchase is anticipated for 2024. This vehicle will be utilized for the countywide Special Operations Unit (SWAT Team) as well as for other critical incidents / high risk responses. The vehicle will be replacing a 1980's armored vehicle that is well beyond its end of life by several years. The new armored vehicle is anticipated to last 15 to 20 years; Eagle PD is being asked to contribute 10%, or roughly \$45,000 of the total cost of the vehicle in 2024. The armored vehicle will be insured and maintained by Avon PD.

An alert resident called in a traffic complaint about a vehicle that was driving erratically out of concern for the kids playing nearby. After the call provided the license plate and vehicle description, Officer Heil was able to catch up to the vehicle and conducted a traffic stop. This driver was summoned for no insurance, no registration, fictitious plates and careless driving. Thank you to the resident that called this in! If you see something, say something!

Lt. Buhlman attending a Human Resources training in Rifle and an Internal Affairs training in Steamboat Springs. She also attended the Colorado Association of Chiefs of Police Annual Conference in Estes Park.

A traffic stop was conducted after Sgt. Rich observed a vehicle drive the wrong way out of Loaf & Jug, putting the vehicle in the opposing lane of travel. The driver was issued a summons for driving under a suspended driver license and driving the wrong way and parked the car until a licensed driver arrived.

Municipal Policing Consultants completed and presented the Eagle PD Needs Assessment and Management Audit.

Save the date for National Night Out 2023! This family friendly event will take place on Tuesday, August 2nd from 5-8pm at Brush Creek Pavilion in Eagle. National Night Out, held annually by law enforcement agencies across the United States, is a national community-building campaign that promotes police-community relationships. This event will feature food, kids' activities, and a chance to interact with your local first responders.

MUNICIPAL COURT	June Statement		
Court held June 7th & 21st			
Citations Issued	Current	YTD	2022
Animal Control	8	64	61
Juvenile	0	4	21
Misdemeanor/Ordinance	1	3	12
Parking	19	85	147
Traffic	3	51	215
Total	31	207	456
Fines and Fees Collected (includes collections for previous months)	Current	YTD	2022
Court Costs	\$ 120.00	\$ 535.00	\$ 1,470.00
Criminal Police Equipment and Training Surcharge	\$ 50.00	\$ 250.00	\$ 410.00
Traffic Surcharge	\$ 220.00	\$ 1,340.00	\$ 3,380.00
Deferred Judgment Fee	\$ -	\$ -	\$ 375.00
Fines	\$ 2,400.00	\$12,202.50	\$32,062.50
Outstanding Judgement Fee	\$ -	\$ -	\$ 30.00
Stay of Execution Fee	\$ -	\$ 105.00	\$ 65.00
Bad Check Fee	\$ -	\$ 25.00	\$ -
Warrant Fee	\$ 50.00	\$ 100.00	\$ 66.67
Failure to Appear	\$ 385.00	\$ 1,955.00	\$ 2,893.33
Victim Restitution Fee	\$ -	\$ -	\$ -
Total	\$ 3,225.00	\$16,512.50	\$40,752.50
Dispositions (Payments or Court Appearances)	Current	YTD	2022
Animal Control	16	64	40
Juvenile	0	7	20
Misdemeanor/Ordinance	0	2	6
Parking	21	76	172
Traffic	6	59	184
Total	43	208	422
Outstanding Fines and Fees At Collections & by Date			
Current	\$ 910.00		
1-30 Days Past Due	\$ 140.00		
31-60 Days Past Due	\$ 1,055.00		
61-90 Days Past Due	\$ -		
91-180 Days Past Due	\$12,124.00	**At Collections	
Total	\$14,229.00		

TOWN CLERK
June 2023

Communication Committee (N. Davis, M. Furtado, C. West, M. Herota, S. Wilson, B. Lieberman, D. Cardoza, J. Rakow)
Eagle Today – 3544 Subscribers

EAGLE TODAY: June 30, 2023

- [July Events](#)
- Kids Bike Parade
- Eagle Flight Days Recap
- [Land Use & Development Code Adoption Draft](#)
- [2022 Drinking Water Report](#)
- [Public Input: Hardscrabble-East Eagle](#)
- [Residential Broadband](#)
- Fence Removal Events
- [E-Bike Rebates](#)
- Eagle Field Weeding & Seeding
- [Grand Avenue Stakeholder Committee](#)
- Coffee with a Cop: July 13
- Eagle Police Department: National Night Out
- [Utilities: Go Paperless](#)
- [Open Town Staff Positions](#)
- See Something Say Something
- [Ask the Town](#)

EAGLE SPIRIT EMPLOYEE NEWSLETTER: Sent June 30, 2023

EAGLE TODAY SPECIAL MESSAGE FLIGHT DAYS: Sent June 16, 2023

RECODE EAGLE SPECIAL MESSAGE: Sent June 28, 2023

Top links clicked

https://eagleoutside.com/events-calendar/	97
https://energyoffice.colorado.gov/ebike-rebates	93
http://www.townofeagle.org	80
https://www.facebook.com/townofeagle/	74
https://www.instagram.com/Eagleoutside/	71

June Website News Flash Topics/Posts (See Hootsuite report for Social Media posts)

- Eagle Pool Replacement Project Owners Rep
- Eagle Pool Update
- New! Residential Broadband
- Residential Broadband: Reached Capacity
- Grand Avenue Stakeholder Committee Vacancy
- 2023 Eagle Area Trail Maintenance Projects

- Planning & Zoning Commission Vacancy
- Water Quality Report 2022
- Go Paperless
- BLM Public Input

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

- Howard Street Water Line Upgrade Inquiry
- Light Bulb Disposal Inquiry
- Broadband Service Inquiry
- Park & Ride Car Changing Station
- Short Term Rental Inquiry (*for Vail*)
- Bike Path Mowing Inquiry
- Utility Usage Inquiry
- Eagle Dog Park Mowing Inquiry

Records Requests

2018	2019	2020	2021	2022	2023
16	13	16	30	41	18

**Various Town Departments respond to Records Requests*

Business Licenses

- 2023 Business License – 364 Issued
 - 6 Licenses Processed in June
- Liquor License 2023 Revenue: \$5051.25 – Budget \$6405.00
 - Moe’s Renewal
 - Pickled Kitchen & Pantry Renewal
 - Your Father’s Office Modification of Premises
 - Can DO Multiple Sclerosis Special Event Application (Block Party)
- Marijuana
 - No Activity
- Tobacco
 - Five Renewals for 2023 of five total.

Training/Meetings

- Vacation May 25-June 9
- Eagle Municipal Court – June 7 and 21
- Town Council Meetings – June 13 and 27
- Internal IT Meetings June 15 and 22
- Mental Health Training June 15
- Flight Days June 23 and 24

November 2023 Election

- The council will approve the IGA for the coordinated election on July 11th.
- Staff has prepared the election calendar, candidate information packet and nomination petition.
- Notice will be placed soon in the newspaper, website, and social media for the Call for Nominations for candidates to pick up petitions.

Upcoming Election Highlights

- Petitions from the Town Clerk will be available starting Tuesday, August 8, 2023.
- Petitions must contain at least 10 valid signatures.
- The deadline for turning in completed petitions is Monday, August 28, 2023.
- Three Town Council seats will be available, each for a four-year term.
- The “Lot Drawing” for the ballot order will be done on September 6, 2023.

Post performance - Facebook Pages

Data from 01 Jun, 2023 to 30 Jun, 2023

Sources

Eagle Outside Town of Eagle, CO

DATE ▾	POST	AUTHOR	COMMENTS	ENGAGED USE...	ENGAGEMENT...	REACH	REACTIONS	SHARES	VIDEO VIEWS	
	Town of Eagle, CO Jun 30, 15:56 (Post with no description)			0	51	11.31%	451	4	0	0
	Eagle Outside Jun 30, 13:01 Eagle Farmer's Market Friday, June 30th 9:30AM-1:30PM Eagle Town Park	Town of Eagle		0	5	1.52%	328	0	0	0
	Town of Eagle, CO Jun 30, 13:01 Eagle Farmer's Market Friday, June 30th 9:30AM-1:30PM Eagle Town Park	Town of Eagle		1	38	4.11%	925	11	4	0
	Eagle Outside Jun 29, 02:00 ShowDownTownFREE concert series starts tomorrow night, Thursday, June 29th 6:30PM Eagle Town Park	Town of Eagle		0	51	6.99%	730	4	1	0
	Town of Eagle, CO Jun 29, 02:00 ShowDownTownFREE concert series starts tomorrow night, Thursday, June 29th 6:30PM Eagle Town Park	Town of Eagle		0	87	8.12%	1,071	4	3	0
	Eagle Outside Jun 28, 22:51 Seeking Your Input! The BLM's Colorado River Valley Field Office wants to hear from you! They are conducting an environmental assessment to examine the effects of proposed trail additions and modifications in the Hardscrabble-Eas...			0	8	5.26%	152	0	0	0
	Town of Eagle, CO Jun 28, 22:49 Seeking Your Input! The BLM's Colorado River Valley Field Office wants to hear from you! They are conducting an environmental assessment to examine the effects of proposed trail additions and modifications in the Hardscrabble-Eas...			0	11	5.02%	219	0	0	0
	Town of Eagle, CO Jun 28, 03:11 Thank you, Town of Eagle! Eagle Flight Days was a huge success, all thanks to our incredible community! We were honored to host the Indigenous Wisdom Gathering, The Tipi Raisers said it best: "When people come together across...	Town of Eagle		0	122	14.95%	816	24	0	0
	Eagle Outside Jun 27, 03:11 Thank you, Town of Eagle! Eagle Flight Days was a huge success, all thanks to our incredible community! We were honored to host the Indigenous Wisdom Gathering, The Tipi Raisers said it best: "When people come together across...	Town of Eagle		1	106	12.33%	860	4	2	0
	Town of Eagle, CO Jun 27, 00:41 Visible smoke in the area is due to the Spring Creek Fire near Parachute:			3	238	19.4%	1,227	14	4	0
	Eagle Outside Jun 26, 00:47 Thank you to the Tipi Raisers for bringing the annual Indigenous Wisdom Gathering to the town of Eagle's Flight Days! From the 4 Direction Ride to the communal tipi raising ceremony and the Indigenous Dancing, it was a privileg...			2	80	10.1%	792	17	0	0
	Town of Eagle, CO Jun 26, 00:47 Thank you to the Tipi Raisers for bringing the annual Indigenous Wisdom Gathering to the town of Eagle's Flight Days! From the 4 Direction Ride to the communal tipi raising ceremony and the Indigenous Dancing, it was a privileg...			1	170	15.58%	1,091	41	0	0
	Eagle Outside Jun 24, 13:16 🔥 Flight Days kicked off last night - thank you to our amazing community for joining in the fun! The festivities continue today with the Splash of Color Fun Run starting at 8:30am at the medical center, followed by the "Music Takes Flight"...	Town of Eagle		0	87	12.07%	721	7	1	0
	Town of Eagle, CO Jun 24, 13:16 🔥 Flight Days kicked off last night - thank you to our amazing community for joining in the fun! The festivities continue today with the Splash of Color Fun Run starting at 8:30am at the medical center, followed by the "Music Takes Flight"...	Town of Eagle		0	310	21.38%	1,450	31	2	0
	Eagle Outside Jun 24, 01:37 Flight Days has taken off with the incredible Tipi Raisers 4 Directional Ride! 🌟 📢 Update: Due to windy conditions, we've decided to reschedule the tipi raising event to tomorrow, Saturday, 6/24. The raising begins right after the...			1	49	7.11%	689	3	0	0
	Town of Eagle, CO Jun 24, 01:29 Flight Days has taken off with the incredible Tipi Raisers 4 Directional Ride! 🌟 📢 Update: Due to windy conditions, we have rescheduled the tipi raising event to tomorrow, Saturday, 6/24. The raising begins right after the parade, which...			0	52	7.43%	700	5	4	402
	Town of Eagle, CO Jun 23, 13:25 Town of Eagle Grand Avenue Stakeholder Committee Request for Applications Application Deadline: Tuesday, July 4, 2023 by 5PM MT. The Town of Eagle is looking for several new members for the Grand Avenue Stakeholder Committ...	Town of Eagle		0	5	1.75%	285	2	0	0
	Town of Eagle, CO Jun 23, 16:33 We are incredibly proud of our partnership with the innovative Habitat Vail Valley 3rd Street Project! The Town of Eagle is fully committed to fostering a vibrant community that facilitates affordable housing initiatives. In line with th...			2	63	16.58%	380	12	0	0
	Town of Eagle, CO Jun 22, 15:01 (Post with no description)	Town of Eagle		0	5	1.74%	287	0	0	0
	Eagle Outside Jun 22, 14:02 Once again, we're partnering with Kaleidoscope Productions and Mountain Rec to bring free concerts & movies to Eagle! Join us in Eagle Town Park, TODAY, June 22 for music and a movie. MUSIC: TIM & KRISTENE ACOUSTIC DUO, 5 PM...	Town of Eagle		0	3	1.06%	283	2	0	0
	Town of Eagle, CO Jun 22, 14:01 Once again, we're partnering with Kaleidoscope Productions and Mountain Rec to bring free concerts & movies to Eagle! Join us in Eagle Town Park, TODAY, June 22 for music and a movie. MUSIC: TIM & KRISTENE ACOUSTIC DUO, 5 PM...	Town of Eagle		1	24	2.87%	835	6	1	0
	Eagle Outside Jun 20, 18:02 EAGLE FLIGHT DAYS - Join us this weekend for the Indigenous Wisdom Gathering, featuring a 4 Directions Ride, Indigenous storytelling, traditional dance and more! Friday, we welcome riders into Eagle Town Park with a drum...	Town of Eagle		0	8	2.48%	323	3	0	0
	Town of Eagle, CO Jun 20, 18:01 EAGLE FLIGHT DAYS - Join us this weekend for the Indigenous Wisdom Gathering, featuring a 4 Directions Ride, Indigenous storytelling, traditional dance and more! Friday, we welcome riders into Eagle Town Park with a drum...	Town of Eagle		4	150	5.4%	2,780	27	11	0
	Town of Eagle, CO Jun 19, 17:46 On June 22, Habitat Vail Valley will break ground on 16 homes, starting to build a new neighborhood with 16 new homeowners at Third Street in Eagle. The Town of Eagle is a proud partner of this innovative project. Join the celebration: Jun...			1	55	6.78%	811	15	3	0
	Town of Eagle, CO Jun 19, 10:01 A reminder that Town offices will be closed Monday, June 19th.	Town of Eagle		0	2	0.76%	262	2	0	0
	Town of Eagle, CO Jun 18, 13:55 (Post with no description)	Town of Eagle		0	2	0.64%	312	2	0	0
	Town of Eagle, CO Jun 16, 20:55 ROAD STRIPING ALONG GRAND AVENUE Saturday, June 17 & Sunday, June 18. Expect delays; please seek alternate routes.	Town of Eagle		0	0	0%	415	0	0	0
	Town of Eagle, CO Jun 15, 15:01 (Post with no description)	Town of Eagle		0	6	1.97%	305	0	0	0
	Eagle Outside Jun 15, 14:03 Once again, we're partnering with Kaleidoscope Productions and Mountain Rec to bring free concerts & movies to Eagle! Join us in Eagle Town Park, TODAY, June 15 for music and a movie. MUSIC: TWANG BOX, 5 PM MOVIE: SHREK, 7 PM	Town of Eagle		1	5	1.67%	300	3	0	0
	Town of Eagle, CO Jun 15, 14:02 Once again, we're partnering with Kaleidoscope Productions and Mountain Rec to bring free concerts & movies to Eagle! Join us in Eagle Town Park, TODAY, June 15 for music and a movie. MUSIC: TWANG BOX, 6 PM MOVIE: SHREK, 7 PM	Town of Eagle		2	56	4.68%	1,196	12	3	0
	Town of Eagle, CO Jun 14, 01:00 Eagle's signature summertime event, Flight Days is June 23 & 24! This year the Town is featuring The Indigenous Wisdom Gathering. Be part of something spectacular! Friday at 5 PM, The Tipi Raisers will have a drum-in...			0	44	7.37%	597	5	2	0
	Town of Eagle, CO Jun 13, 17:01 (Post with no description)	Town of Eagle		0	5	2.44%	205	0	0	0
	Eagle Outside Jun 09, 14:03 Two more weeks! Eagle's signature summertime event, Flight Days is June 23 & 24! This year the Town is featuring The Indigenous Wisdom Gathering. Be part of something spectacular! Friday at 5 PM, The Tipi Raisers will have a drum-in...	Town of Eagle		0	12	3.64%	330	5	0	0
	Town of Eagle, CO Jun 09, 14:02 Two more weeks! Eagle's signature summertime event, Flight Days is June 23 & 24! This year the Town is featuring The Indigenous Wisdom Gathering. Be part of something spectacular! Friday at 5 PM, The Tipi Raisers will have a drum-in...	Town of Eagle		0	4	0.8%	499	1	0	0
	Town of Eagle, CO Jun 08, 22:00 (Post with no description)	Town of Eagle		0	8	2.55%	314	0	0	0
	Town of Eagle, CO Jun 08, 18:01 (Post with no description)	Town of Eagle		0	3	1.52%	197	1	0	0
	Eagle Outside Jun 07, 14:03 JOINT PRESS RELEASE FROM TOWN OF EAGLE AND MOUNTAIN RECREATION Town of Eagle Seeking Proposals for Eagle Pool Replacement Project Owner's Rep EAGLE, CO - The Town of Eagle alongside Mountain Recreation has releas...	Town of Eagle		0	14	2.61%	537	3	0	0
	Town of Eagle, CO Jun 07, 14:02 JOINT PRESS RELEASE FROM TOWN OF EAGLE AND MOUNTAIN RECREATION Town of Eagle Seeking Proposals for Eagle Pool Replacement Project Owner's Rep EAGLE, CO - The Town of Eagle alongside Mountain Recreation has releas...	Town of Eagle		2	142	11.09%	1,280	5	0	0
	Eagle Outside Jun 06, 17:01 Eagle's Annual July 4th Kids' Bike Parade. 10 AM. Lineup begins at 9:15 AM at the Eagle Medical Center (lower parking lot); we will follow the bike path to Brush Creek Pavilion. Celebration continues with a foam party & frozen pops...	Town of Eagle		0	5	2.2%	227	4	0	0
	Town of Eagle, CO Jun 06, 17:01 Eagle's Annual July 4th Kids' Bike Parade. 10 AM. Lineup begins at 9:15 AM at the Eagle Medical Center (lower parking lot); we will follow the bike path to Brush Creek Pavilion. Celebration continues with a foam party & frozen pops...	Town of Eagle		0	18	4.21%	428	4	0	0
	Town of Eagle, CO Jun 05, 23:00 Go Green. Save Green. Sign up for your home energy assessment today! Learn more at walktothemountains.org/energy.	Town of Eagle		0	29	9.63%	301	2	1	0
	Town of Eagle, CO Jun 02, 22:00 (Post with no description)	Town of Eagle		4	67	8.97%	747	2	1	0
	Town of Eagle, CO Jun 02, 18:45 Yup, you guessed it, with all this rain, the trails in Eagle are muddy. With rain in the forecast this weekend, the trails will likely remain muddy. Conditions can change quickly with the sun, but our soils are pretty saturated. Remember, a...	Town of Eagle		0	281	9.31%	3,019	45	5	0
	Eagle Outside Jun 02, 18:45 Yup, you guessed it, with all this rain, the trails in Eagle are muddy. With rain in the forecast this weekend, the trails will likely remain muddy. Conditions can change quickly with the sun, but our soils are pretty saturated. Remember, a...	Town of Eagle		0	47	6.53%	720	14	0	0
	Town of Eagle, CO Jun 01, 18:01 (Post with no description)	Town of Eagle		0	11	2.82%	390	2	0	0

Sales Tax – 2023 Sales Tax – *Second Quarter reports will be available next month.*

2023					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 793,838.43	\$ 793,838.43	5%	\$97,085.03	2016
Feb	\$ 675,138.60	\$ 675,138.60	5%	\$91,521.57	1792
Mar	\$ 698,140.28	\$ 698,140.28	5%	\$97,830.73	1892
1 Q	\$ 2,167,117.31	\$ 2,167,117.31	5%	\$286,437.33	
Apr	\$ 802,334.06	\$ 802,334.06	16%	\$125,304.23	1921
May	\$ 752,888.75	\$ 700,216.68	0%	\$98,906.78	1929
Jun		\$ 752,888.75	9%	\$102,648.68	2000
2 Q	\$ 1,555,222.81	\$ 2,255,439.49	8%	\$326,859.69	

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	
Apr	\$ 666,876.43	\$ 690,087.86	11%	\$96,780.33	1670
May	\$ 701,803.15	\$ 697,691.25	21%	\$80,285.44	1696
Jun	\$ 778,108.01	\$ 693,689.31	10%	\$89,006.46	1678
2 Q	\$ 2,146,787.59	\$ 2,081,468.42	14%	\$266,072.23	

Public Works

June 2023

Buildings & Grounds (Kevin Fontana, Operations Manager)

- Deep Cleaning of the Town Park stage and public restrooms.
- Flight days setup, event, and tear down
- Deep clean and repairs of BC Park
- Installing new wall heater in BC Public restrooms
- Exterior painting of Pavilion, Studio, and BC Park restrooms. **Moved to Aug 1st**

Streets (Kevin Fontana, Operations Manager)

- Street sweeping and right-of-way clean-up is still a major focus.
- Mowing of the enclosed portion of the dog park.
- Roundabout tie-in on Brush Creek and Sylvan Lake Rd.
- Streets plans to repaint crosswalks and parking stalls around town.
- Cutting back around fire hydrants.
- Crosswalks in high traffic volume areas are going to be done with thermoplastic. This will be ongoing for the rest of the summer.

Water (Stephen Wilson, Utilities Manager)

- A Water Storage Tank Evaluation is being finalized with recommendations on rehabilitation and recoating for the Town's 4 welded steel storage tanks. The highest priority tanks identified are the 2 MG storage tank at the Upper Basin Water Treatment Plant and 1 MG Lower Eby Creek Tank. Staff are currently working on scoping these repairs and coatings as one project.
- Our new cross connection program vendor has started work. Customers received an intro letter describing requirements and informing them of the new fee. The first round of inspection notice letters was sent out on 6/15/2023.
 - \$18.95 to Customer - New fee of \$18.95 per report/device/year
 - \$400 to Town – One time data migration
 - \$1,995 to Town – Annual fee
- Equipment upgrades/replacements in the chlorine room at the Upper Basin Water Treatment Plant are nearly complete, only requiring some final electrical work.
- We have received from the State a design approval for upgrades to the fluorination equipment at the Upper Basin Water Treatment Plant. Installation is 90% complete and only requires some final electrical & controls work. Staff are working to schedule this work in conjunction with the chlorine room work.
- Cemetery tank replacement design is on-going and is now at a 60% complete level.
- We are beginning a hydraulic engineering analysis associated with the Haymeadow development that will evaluate linking Haymeadow to a water tank located in Eagle Ranch. Doing so will provide significant operational advantages to the Town. This study is being funded 50/50 by the Town and Abrika and should be completed by the end of June.

Wastewater (Stephen Wilson, Utilities Manager)

- Sewer main inspection and survey is in progress and forecast to be complete by the end of July. Along with this, we will be collecting location data that will allow for the wastewater system to be mapped in the GIS database that the Town is about to embark on. Once this work is complete staff will begin to jet and CCTV the collection system using a priority-based system.
- Our FOG program vendor is beginning work. Water staff will be preparing an updated list of customers required to participate in this program.
 - \$1,500 to Town – One time startup fee
 - \$2,000 to Town – Annual fee
- After more than fourteen months we are still waiting for the State to release a final permit modification No. 1. This amendment is part of a very complex picture relating to the standards implemented by the State in our current discharge permit as well as future regulatory limits we will be required to comply with. We have been working with our consulting engineers to study how to best comply with the future regulations, and now are beginning preliminary design for the required improvements at the plant.

- Open Space Management Plan-- ERO Resources, the consulting firm selected to complete the Open Space Management Plans (OSMP) for the Town, has been working with stakeholders, gathering information, and completing field inventories to form the backbones of the new plans. In Mid-June, ERO hosted two focus groups with stakeholders and had several meetings with staff to kick off the project. ERO will finish the project's discovery phase by attending the July OSRAC meeting to discuss open space management. At the OSRAC meeting in July, ERO will present some preliminary fieldwork and data, and use those to start developing initial recommendations for open space management topics such as the Haymaker seasonal closure and the Second Gulch width limit. In the coming months, ERO Resources will start to engage with the broader community and develop draft management plans that will be available for public comment. This will likely occur in late September or early October. Some of the preliminary data and recommendations can be viewed in the [July OSRAC packet](#).
- OSRAC Mission Update-- On March 30, 2023, the Open Space and Recreation Advisory Committee (OSRAC) participated in a retreat focused on values, communication, strategic planning, and review of the Committee's mission, vision, and purpose statements. Karah Maloley with Love in Practice facilitated the retreat. At the retreat, the Committee started the discussion of updating the mission, vision, and purpose statements for OSRAC. The Committee originally developed the mission statements in January 2021, right after the Committee was established. Staff and the Committee thought it would be beneficial to review the mission statements now that the Committee has been functional for over two years and with the adoption of the Open Space and Trails Master Plan. Karah joined the conversation at the June 2023 OSRAC meeting and helped the Committee finalize the mission statements. OSRAC will finalize the new mission and purpose statements at the July OSRAC meeting. Subsequently, a member of OSRAC will present the proposed updates to Council. The proposed updates can be viewed in the [July OSRAC packet](#).
- East Eagle and Hardscrabble EA (Phase 1 of Open Space and Trails Master Plan Implementation) -- The Vail Valley Mountain Trails Alliance (VVMTA) and Hardscrabble Trails Coalition (HTC) submitted a proposal for the Bureau of Land Management (BLM) to analyze the impacts of proposed trail additions and modifications last month. The proposal can be viewed on the BLM's website at this link: <https://eplanning.blm.gov/eplanning-ui/project/2024351/510>. The BLM will be accepting public comments on the proposal through July 12. Projects include unsanctioned and unsustainable trail decommissioning, minor trail reroutes, small additions of new trails, development of trail hubs in West Eagle, and some use designation changes on trails. Most projects included in the proposal were identified in the Town's Open Space and Trails Master Plan.
- Interpretive and Bilingual Signage RFP -- Staff developed a scope of work with the selected graphic designer for the creation of Interpretive and Bilingual Signage in open space. The signage will focus on natural resources education and responsible recreation with wildlife. All signage will be bilingual. Signage is proposed to be creative and unique and cater to all ages. The Eagle Ranch Wildlife Committee supports this project and has indicated a willingness to contribute funding.
- New wayfinding signage was posted in the East Eagle area and between Boneyard and Haymaker. More signage will be posted throughout Town and the trail system in the coming weeks.
- Noxious weed treatments and ground squirrel management are ongoing. With the moisture this winter and spring, it has been a big year for noxious weeds.

Engineering (Dennis Wike, Town Engineer & Martha Miller, Project Manager)

- Eby Creek Rd at Chambers Art Wall foundations are complete, frames erected, and art panels are in-place. Artist has completing touch-up painting. A Sherwin Williams two-coat anti-graffiti coating has been installed on all 9 panels. Installation of underground conduits and rough grading are complete. Irrigation & landscaping has been awarded to Backyard Irrigation & Landscaping. Completing contract for landscaping. Lighting, irrigation & landscaping are in process.
- Construction of pavement & striping is complete for added turn lanes to Sylvan Lake Drive for Reserve at Hockett Gulch. Working to complete signage, grading, & vegetation.
- Construction of pavement, striping and signage is complete for the realignment of Brush Creek Rd & Sylvan Lake Road into the Haymeadow Roundabout. Landscaping is underway.
- Reviewed reports on failure of Grand Ave paving at Hockett Gulch, numerous building, grading & development permits.
- Staff was notified that we did not receive a Transportation Alternatives Program (TAP) grant for Sylvan Lake Road Ped Improvements. Staff requested a debrief with CDOT to learn what we can do better in the future. Following the debrief, CDOT asked Staff if the Town would be interested in a \$500k Multimodal Transportation and Mitigation Options Fund (MMOF) grant. MMOF requires a 50/50 match. Staff is going to pursue this grant opportunity.

- Grand Avenue Corridor field work in June included geotechnical drilling for pavement and retaining walls recommendations and report, collection of 2023 traffic counts, and a detailed Subsurface Utility Engineering (SUE) investigation. Additional activities included the first Stakeholder Committee meeting and development of a project value engineering approach.
- A 2023 Long Line bid package was prepared and sent to bidders. Four bids were received. Stipe A Lot was selected. A construction contract is being prepared at this time.
- Staff negotiated scope and fee for a Pavement Management Study with IMS and a contract was executed. A kick-off meeting was held on June 28, 2023. The field work for the study will occur at the end of July and the final report will be delivered to the Town by the end of the year. This document will be used to plan future street resurfacing projects.
- Four proposals were received for the Howard and 4th Streets engineering services RFP. Staff reviewed, scored, and checked references of the proposers. A consultant recommendation will be presented to the PW Director. The project will include upgrading the water and sewer lines, pavement surface, and bike corridor striping.

Yearout Energy Projects (Tom Gosiorowski, Public Works Director)

- Thus far the Town has not incurred any direct expenses related to Yearout's preparation of an Investment Grade Audit focused on projects including water meter replacement and installation of PV power generation at the Wastewater and Lower Basin Water Treatment plants. Yearout's fees for all of the work performed thus far will be wrapped into an eventual Energy Performance Contract finance package. All work performed so far has been prepared by Yearout's in-house staff. It is now necessary for Yearout to employ the services of third-party contractors for the purpose of performing water meter testing and design of the PV installation. Because of this, Yearout will need to begin invoicing the Town for the fees associated with these services. This will result in the Town needing to make actual payments for the first time on this project. Yearout has presented the Town with an amendment to our existing contract for \$84,350. There are existing appropriated funds in the Town's Water and Wastewater budgets for 2023 that can be used to cover these expenses, and Council approved this budget amendment during the June 13th meeting. The Town Manager is authorized to approve budgeted capital expenditures up to \$250,000, therefore no Council action is required to approve this contract amendment.



To: Mayor and Town Council

From: Lynette Horan, Human Resources Manager

Date: July 7, 2023

Agenda Item: Town of Eagle Total Compensation & Benefits Study

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

- a. Consider staff recommendation to Maintain the Market Pay Philosophy Approach which will require a Supplemental Budget Amendment by funding a mid-year and year-end bonus compensation adjustment.
- b. Consider Water and Wastewater Pay adjustment, funded by salary savings.
- c. Consider change to On-Call Pay Policy, funded by salary savings.

BACKGROUND: Staff budgeted and selected the Employers Council to conduct a compensation market analysis, council requested we come back to them with an analysis that included our benefits market competitiveness. Attached is a high-level overview of the process and results. Information is provided in the presentation (attached) that explains what lagging, leading/lagging, and leading/meeting market competitiveness.

Staff asks that the council come to the meeting prepared to provide initial thoughts and ideas on these points. Additionally, please review the attached PowerPoint presentation and 2023 Municipality Benefits Analysis.

Employers Council Compensation Analyst Jennifer Olson will lead the presentation walking through various options, answer any questions on the Benefits Assessment, the reasoning behind one selection over another, and answering questions on staff's recommendations.

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

COMMUNITY INPUT: Not applicable

BUDGET / STAFF IMPACT:

BUDGET: Several recommendations are funded by salary savings. Retention/Appreciation Bonus Structure requires a Supplemental Budget Amendment. Budget options are detailed on Slide 12 of the PowerPoint and will be discussed in further detail at the meeting.

Per Major objective *Strengthen Town Organization and Culture* and **Major Milestone Goal #3**: present a plan to Council to recruit and retain staff that might include retention and longevity bonuses by 11/8/22. The initial budget estimate to pay a 2023 mid-year bonus and end of year retention bonus is between \$160,688 and \$206,688 for a total bonus

payout of \$3000 per employee or \$229,584 and \$275,584 for a total bonus payout of \$4000 per employee. This recommendation is not currently funded and would require a Supplemental Budget Amendment.

STAFF IMPACT: The staff impact of adopting our recommendations is positive in that it communicates the Council's strategy and desires as they relate to compensating employees. The estimate of staff hours to date is approximately 350 hours. An estimated additional 30 hours are anticipated to implement the results of the recommendations to include time from Administration, Human Resources and Finance for an approximate total of 380 hours.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Major Objective: Strengthen Town Organizational and Culture

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

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

Motion 1. I move to direct staff to proceed with implementing the recommendations for Water & Wastewater.

Motion 2. I move to direct staff to proceed with implementing the recommendations for On Call Pay.

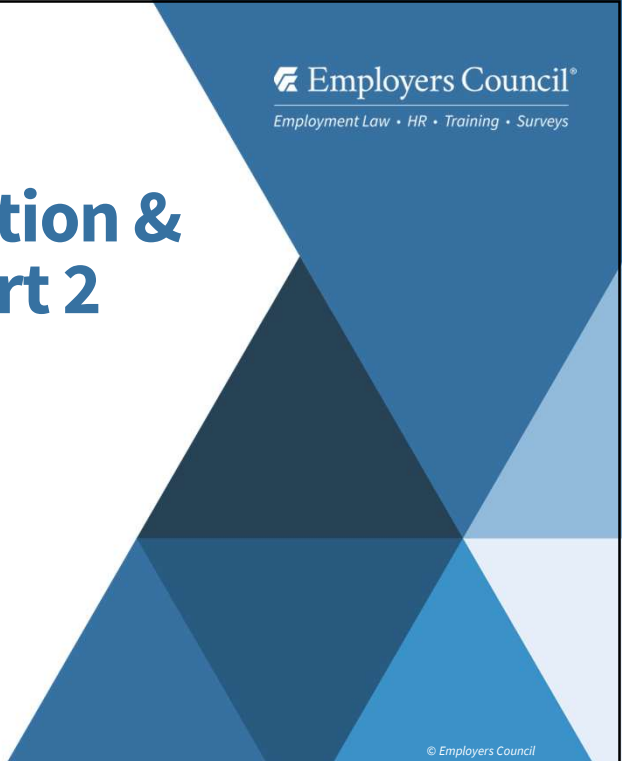
Motion 3. I move to direct staff to proceed with implementing the recommendations including a Mid-year & Year End Bonus totaling (choose a, b, c, or d option listed below)

- a. \$4000 per employee, as a Supplemental Budget Amendment of \$285,584.
- b. \$4000 per employee, as a Supplemental Budget Amendment lumped with Holiday Bonus of \$229,584.
- c. \$3000 per employee, as a Supplemental Budget Amendment of \$206,688.
- d. \$3000 per employee, as a Supplemental Budget Amendment lumped with Holiday Bonus of \$160,688.

ATTACHMENTS:

2023 Compensation Study & Philosophy PowerPoint

2023 Municipality Benefits Analysis



Employers Council®
Employment Law • HR • Training • Surveys

2023 Total Compensation & Benefits Follow up Part 2

Town of Eagle

July 11, 2023

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1

Request from Council

Council will be asked for feedback on our recommendations:

1. Current 2023 Budget supports a **lead/lag** Pay Philosophy.
2. Seeking approval to consider strategies to **lead/maintain** market pay. Request to review budget considerations and ability to pay.
3. Council will be asked if they support our recommendation of a **‘meeting the market’** Pay Philosophy approach. This requires a supplemental budget adjustment.

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Part 1 Review Compensation Study Objectives Approved

- Establish pay philosophy to reward employees and attract talent
- Continue to evaluate market competitiveness with a salary survey market analysis annually.
- Adjust employee pay based on market data, ensuring equity

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Pay Philosophy Review

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

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

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

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

NEW Lead/Maintain: Pay is set at the beginning of the year or mid-year, meeting or leading the market, and is adjusted by incentive/bonus pay 3rd & 4th quarter to maintain market pay

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Town of Eagle Pay Philosophy

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

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2023 Employee Adjustments Implemented

Employees adjusted to 2023 Pay Ranges 12/29/2022

Considerations when determining 2023 pay rates

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

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2023 Employee Pay Adjustment Review

- Budget brought employees to a **competitive** rate
- Budgeted pay realized an overall **10% increase** to pay budget
- Budget rewarded all employees with **at least 5 years of experience** to the midpoint of the new range

*Proposed but Not Budgeted – recommend a **bonus program** in 2023 to maintain Market Competitiveness approach (will require a supplemental budget adjustment)*

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Part 2 - Benefits Market Study

Summary

Town of Eagle Leads the Market

- # of Holidays offered (15) **leads the market**
- Vacation and Sick Days and maximum accruals **far exceed market comparisons**
- Employer match for retirement **plan exceeds the market**
- As a small employer, benefits are competitive but do not include the variety of options that our larger local government entities can offer such as additional medical and retirement plan offerings, disability benefits and lifestyle perks (gym membership, ski pass, etc.)

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Part 2 - Recommendation: Water & WW Adjustment

- Currently lagging the market for Water and Wastewater Department roles and qualified candidates available
 - *Recommendation is due to:*
 - Limited pool of candidates, skills gap in the market
 - Previous offers to credentialed candidates have been rejected due to pay or lack of affordable housing
 - Critical nature of the role
- Recommending a midyear market adjustment late August/Early September 2023 to **meet or lead the market, budget approx. \$30,000.00 annual adjustment for 6 positions, using salary savings from unfilled W/WW positions (\$15,000 increase in 2023).**

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Part 2 – Change On-Call Pay (Public Works Only)

Currently out of market

- Current on-call pay is \$10/day is below market (*Townwide budget-\$11,000*)
- Recommended increase to \$35/day effective 7/29/23 (*Townwide budget-\$38,325*)
- Ability to pay - Funded by Salary Savings for 2023
 - 2023 increase \$13,688
 - Ongoing annual increase: \$27,325

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Part 2 - Retention/Appreciation Bonus Structure

Current:

- **Spot Bonus Program**, recommend to raise from \$100 to \$1,000 range to \$250 to \$1500 range, funded by Salary Savings
- **Annual Holiday Bonus** \$650 in 2023 (50% for Part-time), budgeted

Below recommendation which will require a supplemental budget amendment:

- **Mid year/year end bonuses to correct falling behind market (see next slide)**
- August: **'Appreciation' Bonus** (flat amount for all employees)
- End of Year: **Retention Bonus** (flat amount for all employees)

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Mid Year Bonus Budget Impact - Requires Supplemental Budget Amendment

2023 Budget Consideration, 2023 Supplemental - Compensation, pending Council approval					
2023 Bonus Recommendation	TOTAL	Thank you	Retention	Option 1&2 A Total Bonus Structure Cost	Option 1&2 B Budget Amt if Utilizing Holiday Bonus
		Aug/Sept	Yr End		
Mid year bonus HR recommendation Option 1:	\$3,000	\$1,500	\$1,500	\$206,688	\$160,688
Mid year bonus HR recommendation Option 2:	\$4,000	\$2,000	\$2,000	\$275,584	\$229,584
Bonuses tiered* Must be employed by 7/1 to be eligible for bonus					
FT Staff	100%				
PT Staff - under 30 hrs wkly	50%				
Seasonal staff	50% If not employed 12/1/2023, not eligible for year end payment				
Holiday Bonus Budgeted	\$ 650				
PT Staff - under 30 hrs wkly	\$ 325				

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Part 2 – Bonus Recommendation Considerations

- Maintain pay philosophy to remain competitive in the market
- Ability to compete with larger competitors
- Aid in retaining/appreciating quality employees
- Rewarding retention through mid-year and year end bonuses and to maintain competitive pay (lead/meet market philosophy).

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2024 Considerations

- May continue to recommend mid-year bonuses to reward retention and attract qualified candidates
- Evaluating Holiday on-call pay consideration above \$35/day
- Consider Step Plan for Police Department 2024

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Questions?

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

Attachment A
Diversus Health 2022 Benefits Assessment

Benefits Assessment: Pay for Time Not Worked (Paid Time Off)

Comparability Rank Legend ● Comparable to or exceeds market ▲ Potential misalignment to market or desired positioning ◆ Significant misalignment to market or desired positioning	Town of Eagle Current Offerings	Comparability Rank					
			Eagle County	Town of Avon	Town of Gypsum	Town of Vail	Glenwood
Holidays							
Total Number of Paid Holidays	15.0	●	12.0	10.0	13.0	6.0 Vail Office Closed	12.0
Floating Holiday	1 Floating holiday used at EE's discretion	●	1 Floating holiday used at EE's discretion		1 Floating holiday used at EE's discretion and EE's Birthday		2 Floating holiday used at EE's discretion
New Year's Eve	Holiday Observed/Paid Full Day (8 hours)	●	Holiday Observed/Paid Full Day (8 hours)				
New Year's Day	Holiday Observed/Paid Full Day (8 hours)	●	Holiday Observed/Paid Full Day (8 hours)		Holiday Observed/Paid Full Day (8 hours)	Holiday Observed/Paid Full Day (8 hours)	Holiday Observed/Paid Full Day (8 hours)
Martin Luther King Jr Day	Holiday Observed/Paid Full Day (8 hours)	●	Holiday Observed/Paid Full Day (8 hours)		Holiday Observed/Paid Full Day (8 hours)		Holiday Observed/Paid Full Day (8 hours)
President's Day	Holiday Observed/Paid Full Day (8 hours)	●	Holiday Observed/Paid Full Day (8 hours)		Holiday Observed/Paid Full Day (8 hours)		Holiday Observed/Paid Full Day (8 hours)
Memorial Day	Holiday Observed/Paid Full Day (8 hours)	●	Holiday Observed/Paid Full Day (8 hours)		Holiday Observed/Paid Full Day (8 hours)	Holiday Observed/Paid Full Day (8 hours)	Holiday Observed/Paid Full Day (8 hours)
Independence Day	Holiday Observed/Paid Full Day (8 hours)	●	Holiday Observed/Paid Full Day (8 hours)		Holiday Observed/Paid Full Day (8 hours)	Holiday Observed/Paid Full Day (8 hours)	Holiday Observed/Paid Full Day (8 hours)
Labor Day	Holiday Observed/Paid Full Day (8 hours)	●	Holiday Observed/Paid Full Day (8 hours)		Holiday Observed/Paid Full Day (8 hours)	Holiday Observed/Paid Full Day (8 hours)	Holiday Observed/Paid Full Day (8 hours)
Thanksgiving Day	Holiday Observed/Paid Full Day (8 hours)	●	Holiday Observed/Paid Full Day (8 hours)		Holiday Observed/Paid Full Day (8 hours)	Holiday Observed/Paid Full Day (8 hours)	Holiday Observed/Paid Full Day (8 hours)
Day after Thanksgiving	Holiday Observed/Paid Full Day (8 hours)	●	Holiday Observed/Paid Full Day (8 hours)		Holiday Observed/Paid Full Day (8 hours)		Holiday Observed/Paid Full Day (8 hours)
Christmas Eve	Holiday Observed/Paid Full Day (8 hours)	●	Holiday Observed/Paid Full Day (8 hours)				Holiday Observed/Paid Full Day (8 hours)
Christmas Day	Holiday Observed/Paid Full Day (8 hours)	●	Holiday Observed/Paid Full Day (8 hours)		Holiday Observed/Paid Full Day (8 hours)	Holiday Observed/Paid Full Day (8 hours)	Holiday Observed/Paid Full Day (8 hours)

Attachment A
Diversus Health 2022 Benefits Assessment

Comparability Rank Legend ● Comparable to or exceeds market ▲ Potential misalignment to market or desired positioning ◆ Significant misalignment to market or desired positioning	Town of Eagle Current Offerings	Comparability Rank					
			Eagle County	Town of Avon	Town of Gypsum	Town of Vail	Glenwood
Part-Time Employee Provided Holidays	Holiday Observed/Paid Half Day (4 hours)	●	Holiday Observed/Paid Half Day (4 hours)		Unspecified	Unspecified	Unspecified

Attachment A
Diversus Health 2022 Benefits Assessment

Comparability Rank Legend ● Comparable to or exceeds market ▲ Potential misalignment to market or desired positioning ◆ Significant misalignment to market or desired positioning	Town of Eagle Current Offerings	Comparability Rank					
			Eagle County	Town of Avon	Town of Gypsum	Town of Vail	Glenwood
Vacation Policies							
Organization Provided	Yes	●	Yes	Unspecified	yes	Yes	Yes
Carry-Over of Unused Vacation Hours	Unused vacation is carried over until employee reaches maximum balance	●	Unused vacation is carried over until employee reaches maximum balance	Unspecified	Unused vacation is carried over until employee reaches maximum balance	Unused vacation is carried over until employee reaches maximum balance	Unused vacation is carried over until employee reaches maximum balance
Maximum Vacation Balance	240	▲	240	Unspecified	320		208
Established Program to Give Vacation/Sick Time to Employees in Need	No	●	Unspecified	Unspecified	Unspecified	Yes	Unspecified
Vacation Pay for Part-Time Employees	Pro rated	●	Pro rated	Unspecified			Unspecified
Vacation Accrual							
						Vacation and Holiday hours are combined. Days below include the 6 given holidays a year.	
6 months of service	14 days/4.3077 hours per pay period	●	- 12 days/3.70 hours per pay period	12 days/3.70 hours per pay period	15 days/year or .0577 accrual rate per hour = 120 hours	21 days/6.46 hours per pay period	12 days/8 Hours per month
1 year of service	14 days/4.3077 hours per pay period	●	- 12 days/3.70 hours per pay period	12 days/3.70 hours per pay period	15 days/year or .0577 accrual rate per hour = 120 hours	21 days/6.46 hours per pay period	12 days/8 Hours per month
3-5 yrs service	20 days/6.1539 hrs per pay period						
5 years of service	20 days/6.1539 hrs per pay period	●	17 days/5.23 hours per pay period	18 days/144 hrs total	20 days /year or .0769 accrual rate per hour = 160 hours	26 days/8 hours per pay period	15 days/10 Hours per month
6 plus years of service	25 days/7.6924 hrs per pay period						
10 years of service	25 days/7.6924 hrs per pay period	▲	- 22 days/6.77 hours per pay period	24 days/192 hrs total	25 days, or .0962 accrual rate per hour = 200 hours	31 days/9.54 hours per pay period	18 days/10 Hours per month
15 years of service	25 days/7.6924 hours per pay period	▲	- 22 days/6.77 hours per pay period	24 days/192 hrs total	25 days, or .0962 accrual rate per hour = 200 hours	31 days/9.54 hours per pay period	21 days/14 Hours per month
20 years of service	25 days/7.6924 hours per pay period	▲	- 22 days/6.77 hours per pay period	24 days/192 hrs total	25 days, or .0962 accrual rate per hour = 200 hours	31 days/9.54 hours per pay period	21 days/ 14 Hours per month

Attachment A
Diversus Health 2022 Benefits Assessment

Comparability Rank Legend ● Comparable to or exceeds market ▲ Potential misalignment to market or desired positioning ◆ Significant misalignment to market or desired positioning	Town of Eagle Current Offerings	Comparability Rank					
			Eagle County	Town of Avon	Town of Gypsum	Town of Vail	Glenwood
Sick Leave Policies							
Organization Provided		●					
Number of Paid Sick Days	0.04225 hours per hour worked	●	3.38 hours perpay period	3.7 hours per pay period or 12 days	3.7 hours per pay period	3.69 hours per pay period	8 hours/month Fire/PD 11hours/month
Minimum Service Required to Receive Sick Leave	Eligible to accrue immediately	●	Eligible to accrue immediately	Unspecified	Eligible to accrue immediately	Eligible to accrue immediately	Eligible to accrue immediately
Sick/Personal Day Uses Permitted	Not specified	●	Not Specified	May use up to 2 days sick leave time as personal days	Illness and Personal time.	Not specified	Not specified
Unused Sick Leave at Year End		●		Unspecified		Unspecified	
Maximum Sick Leave Carry-Over		●					
Maximum Sick Leave Balance	400 hours	▲	320 hours	Unspecified	96 hours	1560 hours	960 hours
Sick Leave Cash-Out	Sick leave is not cashed-out	●	Sick leave is not cashed-out	Unspecified	Unspecified	Unspecified	Yes, Sick Leave is cashed out
Sick Leave for Part-Time Employees	at 0.04225 hours per hour worked	●	at 0.04225 hours per hour worked	No		Unspecified	Part time employees accrue Sick Leave at the rate of one hour for every 30 hours worked.
Personal Leave of Absence							
Organization Provided	No	●	Unspecified	May use up to 2 days of sick leave time for paid personal time	Unspecified	Unspecified	Unspecified
Maximum Duration of Personal Leave of Absence	No	▲	Unspecified	2 days	Unspecified	Unspecified	Unspecified

Attachment A
Diversus Health 2022 Benefits Assessment

Comparability Rank Legend ● Comparable to or exceeds market ▲ Potential misalignment to market or desired positioning ◆ Significant misalignment to market or desired positioning	Town of Eagle Current Offerings	Comparability Rank					
			Eagle County	Town of Avon	Town of Gypsum	Town of Vail	Glenwood
Paid Parental Leave							
Organization Provided	Paternity & Maternity leave is created from a variety of benefits that include FMLA, Short-term Disability, sick leave and personal time.	●	Maternity leave is created from a variety of benefits that include FMLA, Short-term Disability, sick leave and personal time.	Unspecified	Unspecified	Unspecified	The leave compensates the employee's salary at 100% and lasts up to 6 weeks.
Maximum Number of Paid Days		N/A	Unspecified	Unspecified	Unspecified	Unspecified	6 weeks
Service Requirement for Eligibility		N/A	Unspecified	Unspecified	Unspecified	Unspecified	12 months
Jury Duty							
Jury Duty Pay	Full pay for first 3 days	●	Unspecified	Unspecified	Unspecified	Unspecified	Unspecified
Maximum Length of Paid Jury Duty	Unspecified	●	Unspecified	Unspecified	Unspecified	Unspecified	Unspecified
Bereavement Leave							
Organization Provided		●	Yes		Yes	Yes	
Average Maximum Paid Days for Immediate Family	40 hours for immediate family and up to 8 hours for extended family or a personal friend	●	40 hours for immediate family and up to 8 hours for extended family or a personal friend		40 Hours for an immediate family member, May use sick or vacation time to extend	Up to 40 hours for immediate family	Unspecified
Definition of Immediate Family	Unspecified	●	Unspecified		Unspecified	Unspecified	Unspecified
Military Leave							
Active Duty Pay	Unspecified	●	Unspecified		Unspecified	Unspecified	Unspecified

Benefits Assessment: Medical & Wellness

Comparability Rank Legend Comparable to or exceeds market Potential misalignment to market or desired positioning Significant misalignment to market or desired positioning			Town of Eagle Current Offering	Comparability Rank						
Eagle County	Town of Gypsum	Town of Vail			City of Glenwood	Avon				
Medical Coverage										
Organization Provided	Yes			Yes			Yes			
Types of Coverage Offered	CEBT PPO 4	HDHP3		Tier 1: Vail Health, Steadman Clinic Tier 2: Cofinity Netwok Provider	Cigna OAP	Tier 1: Vail Health Tier Tier 2: Cigna OAP Tier Tier 3: Non Network Provider	CEBT PPO4 & PPO7	Tier 1: Vail Health, Steadman Clinic Tier 2: Cofinity Netwok Provider Tier 3: Non Network Provider		
Service Requirement for Eligibility	1st of month following 30 days of employment			The first day of the month following the first thirty (30) days of employment	The first day of the month following the date of hire	The first day of the month following the first thirty (30) days of employment	30 days following the date of hire	30 days following the date of hire		
Percentage of Total Eligible Employees Participating in Plan				Unspecified	Unspecified	Unspecified	Unspecified	Unspecified		
Medical Coverage Self-Insured/Self-Funded	No			Yes	No	Yes	No	Yes		
Medical Premiums										
Employee Only Coverage	PPO Plan						CEBT PPO			
Premium Cost Sharing (Employee Only)	Employee and organization share premium cost			Employee and organization share premium cost	Employee and organization share premium cost	Employee and organization share premium cost	Employee and organization share premium cost with the exception of the PPO7 Individual Coverage	Employee and organization share premium cost		
Monthly COBRA Rate (Total Employer + Employee)	PPO 4: \$923 HDHP3: \$854			\$871		\$1,137	PPO 4: \$1144 PPO7: \$921	\$991		
Employee Contribution (% of Premium)	PPO 4: 8% 6%	HDHP3:		\$0		\$0	PPO 4: 14% PPO7: 0%	\$0		
Employer Contribution (% of Premium)	PPO 4: 92% HDHP3: 94%			\$1		\$1	PPO 4: 86% PPO7: 100%	\$1		
Monthly Employee Contribution (\$)	PPO 4: \$68 \$48	HDHP3:		\$65	\$69	\$104	PPO 4: \$157 PPO7: \$0	\$74		
Monthly Employer Contribution (\$)	PPO 4: \$855 \$806	HDHP3:		\$806		\$1,013	PPO 4: \$987 PPO7: \$1,588	\$917		
Employee + Spouse Coverage	PPO Plan									
Premium Cost Sharing (Employee + Spouse)	Employee and organization share premium cost			Employee and organization share premium cost	Employee and organization share premium cost	Employee and organization share premium cost	Employee and organization share premium cost	Employee and organization share premium cost		
Monthly COBRA Rate (Total Employer + Employee)	PPO 4: \$1,918 HDHP3: \$1,771			\$1,907		\$2,275	PPO 4: \$ 2,286 PPO7: \$1,840	\$2,059		
Employee Contribution (% of Premium)	PPO 4: 10% HDHP3: 8%			\$0		\$0	PPO 4: 14% PPO7: 14%	\$0		
Employer Contribution (% of Premium)	PPO 4: 90% 92%	HDHP3:		\$1		\$1	PPO 4: 86% PPO7: 86%	\$1		
Monthly Employee Contribution (\$)	PPO 4: \$174 HDHP3: \$124			\$200	\$141	\$372	PPO 4: \$313 PPO7: \$252	\$155		
Monthly Employer Contribution (\$)	PPO 4: \$1,744 HDHP3: \$1,647			\$1,707		\$1,903	PPO 4: \$1,973 PPO7: \$1,588	\$1,907		
Employee + Children Coverage	PPO Plan									
Premium Cost Sharing (Employee + Children)	Employee and organization share premium cost			Employee and organization share premium cost	Employee and organization share premium cost	Employee and organization share premium cost	Employee and organization share premium cost	Employee and organization share premium cost		
Monthly COBRA Rate (Total Employer + Employee)	PPO 4: \$1,773 HDHP3: \$1,635			\$1,937		\$2,047	PPO 4: \$2,116 PPOT: \$1,703	\$2,969		
Employee Contribution (% of Premium)	PPO 4: 10% HDHP3: 8%			12%		15%	PPO 4: 14% PPO7: 14%	8%		
Employer Contribution (% of Premium)	PPO 4: 90% HDHP3: 92%			88%		85%	PPO 4: 86% PPO7: 86%	92%		
Monthly Employee Contribution (\$)	PPO 4: \$161 HDHP3: \$114			\$205	\$126	\$310	PPO 4: \$291 PPO7: \$233	\$223		

Comparability Rank Legend ● Comparable to or exceeds market ▲ Potential misalignment to market or desired positioning ◆ Significant misalignment to market or desired positioning	Town of Eagle Current Offering	Comparability Rank					
			Eagle County	Town of Gypsum	Town of Vail	City of Glenwood	Avon
Monthly Employer Contribution (\$)	PPO 4: \$1,612 HDHP3: \$1,521	●	\$1,732		\$1,737	PPO 4: \$1,825 PPO7: \$1,470	\$2,747
Employee + Family Coverage	PPO Plan						
Premium Cost Sharing (Employee + Family)	Employee and organization share premium cost	●	Employee and organization share premium cost	Employee and organization share premium cost	Employee and organization share premium cost	Employee and organization share premium cost	Employee and organization share premium cost
Monthly COBRA Rate (Total Employer + Employee)	PPO 4: \$2,366 HDHP3: \$2,150	●	\$2,641		\$3,184	PPO 4: \$3,183 PPO7: \$2,562	\$2,969
Employee Contribution (% of Premium)	PPO 4: 13% 9% HDHP3:	●	11%		16%	PPO 4: 14% PPO7: 14%	8%
Employer Contribution (% of Premium)	PPO 4: 87% 91% HDHP3:	●	89%		84%	PPO 4: 86% PPO7: 86%	92%
Monthly Employee Contribution (\$)	PPO 4: \$272 \$172 HDHP3:	●	\$267	\$170	\$516	PPO 4: \$437 PPO7: \$351	\$223
Monthly Employer Contribution (\$)	PPO 4: \$2,094 \$1,978 HDHP3:	●	\$2,374		\$2,668	PPO 4: \$2,746 PPO7: \$2,211	\$2,747

Comparability Rank Legend ● Comparable to or exceeds market ▲ Potential misalignment to market or desired positioning ◆ Significant misalignment to market or desired positioning		Town of Eagle Current Offering	Comparability Rank					
				Eagle County	Town of Gypsum	Town of Vail	City of Glenwood	Avon
Plan Specifications								
PPO Plan								
In-Network Deductible (Individual Coverage)	PPO 4:\$1,500 \$3,000 HDHP3:	●	\$1,000.00	\$3,000	Tier 1: \$1,500 Tier 2: \$1,500 Non Network Providers: \$3,000	PPO 4: \$1500 PPO7: \$4000	Tier 1: Annual \$1,000 Tier 2: \$1,200 Non Network Providers: \$1,200	
In-Network Deductible (Family Coverage)	PPO 4: \$3,000 HDHP3: \$6,000	▲	\$2,000.00	\$6,000	Tier 1: \$3,000 Tier 2: \$3,000 Non Network Providers: \$6,000	PPO 4: \$1500 (max of 3 per family) PPO7: \$4000 (max of 3 per family)	Tier 1: Annual \$3,000 Tier 2: \$3,600 Non Network Providers: \$3,600	
Out-of-Pocket Maximum (Individual Coverage)	PPO 4: \$4,000 HDHP3: \$5,000	▲	\$3,500.00	\$3,000	Tier 1: \$5,000 Tier 2: \$5,000 Non Network Providers: \$10,000	PPO4: \$4000, Non-PPO: \$16,000 PPO 7: PPO: \$6000, Non-PPO: \$12,000	Tier 1: \$3,000 Tier 2: \$3,600 Non Network Providers: \$4,800	
Out-of-Pocket Maximum (Family Coverage)	PPO 4: \$8,000 HDHP3: \$10,000	▲	\$7,000.00	\$6,000	Tier 1: \$10,000 Tier 2: \$10,000 Non Network Providers: \$20,000	PPO 4:\$8000, Non-PPO \$16,000 PPO 7:\$12,000 Non-PPO: \$24,000	Tier 1: \$9,000 Tier 2: \$10,8000 Non Network Providers: \$14,400	
In-Network Primary Care Copay	PPO 4: \$40 100%, then 80% after deductible HDHP3:	▲	0	100% after deductible	Tier 1: \$25 Tier 2: \$40 Non Network Providers: 50% After deductible	PPO 4: \$40 co-pay Non-PPO: subject to deductible, then 60/40 PPO7: \$55 co-pay Non-PPO: subject to deductible, then 60/40	Tier 1: No co-pay Tier 2: \$25 Non Network Providers: 60% after deductible	
Coinsurance	PPO 4: 80% after deductible HDHP3: 80% after deductible Non Network Providers: 60% after deductible	▲	10-35% dependent upon service	100% covered after deductible	Tier 1: 90/10 after deductible Tier 2: 65/35 after deductible Non Network Providers: 50/50 after deductible	PPO 4: 80% after deductible Non-PPO: 60/40 PPO 7: Subject to deductible then PPO 80/20 Non-PPO: 60/40	Tier 1: 80% Tier 2: 80% Non Network Providers: 60% after deductible	
Emergency Room Visit Copay	PPO 4: deductible then PPO 80/20 HDHP3: deductible, then PPO 80/20	▲	100% after deductible	100% After deductible	Tier 1: 90% after deductible Tier 2: 65% after deductible Non Network Providers: 65% after deductible	PPO 4:Subject to deductible then PPO 80/20, Non-PPO 60/40 PPO 7: Subject to deductible then PPO 80/20, Non-PPO 60/40	All Tiers: \$75 copay; no deductible (waived if admitted)	
Urgent Care Visit Copay	PPO 4: \$75 co-pay HDHP3: deductible, then PPO 80/20	▲	\$20 copay	100% After deductible	Tier 1: \$50 co-pay Tier 2: \$100 co-pay Non Network Providers: \$100 co-pay	Not Specified	Tier 1: \$15 Tier 2: \$ 25 Non Network Providers: 60% after deductible	
Ambulance Service	PPO 4: deductible then 80/20 HDHP3: deductible, then 80/20	▲	100% after deductible	100% After deductible	Tier 1: 90% after decuctable Tiers 2 & 3 : 65% after deductible	PPO 4 & PPO7: Subject to deductible then 80/20 of “reasonable & customary”	All Tiers: 80% after deductible	
Prescription Drug Tiers	CAREMARK	●					Participating Non-Participating	
Out -of-Packet Maximum							Participating: \$300 single/\$900 Family Non-Participating Unlimited	

Comparability Rank Legend ● Comparable to or exceeds market ▲ Potential misalignment to market or desired positioning ◆ Significant misalignment to market or desired positioning	Town of Eagle Current Offering	Comparability Rank					
			Eagle County	Town of Gypsum	Town of Vail	City of Glenwood	Avon
Average Tier 1 Copay	\$20 Copay	▲	\$10 copay	Participating: 100% after deductible Non-Participating: Not covered	Generic: \$5 Co-pay	\$20 Copay	Generic: \$10 Formulary, Non-Formulary: \$30 Specialty: 25% Copay up to \$200
Average Tier 2 Copay	\$40 Copay	▲	\$30 copay	Participating: 100% after deductible Non-Participating: Not covered	Formulary Brand: 20% Non-Formulary: \$25 min, \$50 max	\$40 Copay	Generic: \$10 Formulary, Non-Formulary: \$30 Specialty: 25% Copay up to \$200
Average Tier 3 Copay	\$60 Copay	●	\$60 copay	Participating: 100% after deductible Non-Participating: Not covered	Formulary Brand: 40% Non-Formulary: \$40 min/\$80 Max	\$60 Copay	Generic: \$10 Formulary, Non-Formulary: \$30 Specialty: 25% Copay up to \$200
Mail Order: Average Tier 1 Copay	\$40 Copay	▲	\$10 copay	Participating: 100% after deductible Non-Participating: Not covered	Generic: \$10 co-pay	\$40 Copay	Generic: \$10 Formulary, Non-Formulary: \$30 Specialty: 25% Copay up to \$200
Mail Order: Average Tier 2 Copay	\$80 Copay	▲	\$60 Copay	Participating: 100% after deductible Non-Participating: Not covered	Formulary Brand: 20% \$50 min, \$100 max	\$80 Copay	Generic: \$10 Formulary, Non-Formulary: \$30 Specialty: 25% Copay up to \$200
Mail Order: Average Tier 3 Copay	\$120 Copay	●	\$120 Copay	Participating: 100% after deductible Non-Participating: Not covered	Non-Formulary Brand: 40%, \$80 min/\$160 Max	\$120 Copay	Generic: \$10 Formulary, Non-Formulary: \$30 Specialty: 25% Copay up to \$200
Reimbursement Plans							
Section 125 and 129 Plan Offerings	HSA for HD2800 plan only	●	Flexible Spending Account	HSA/FSA, LPFSA a FSA Dependant care account, FSA limited use account	FSA Account	Flexible Spending Account and FSA Dependant care account	FSA and FSA Dependant Day care account
Section 125 Medical Flexible Spending Account Features	n/a	▲	Unspecified	Unspecified	Unspecified	Unspecified	Unspecified
Wellness Strategies							
Organization Provided	Yes Triad EAP	●	Yes, Lifestyle benefit of up to \$450	Yes, incentive benefit provides up to \$200, \$350, or \$500 for wellness related items, Fit bit wellness incetives and additional time off for wellness related activities	Yes, Lifestyle spending account \$1,000, Preventative care bonuses up to \$540, and Employee Assistance Program	Yes, Up to 16 hours time off for wellness incentives	
Flu Shots for Employees	Yes	●	Unspecified	Unspecified	Unspecified	Unspecified	
Smoking Cessation Programs or Classes	Yes	●	Yes	Unspecified	Unspecified	Unspecified	
Health Club Memberships	no	▲	No	Unspecified	Unspecified	Yes	
Organization Gym/Exercise Room	No	▲	Yes	Discounted at 50%	Yes	Unspecified	
Stress Management Classes	Yes	●	Yes	Yes	Unspecified	Unspecified	
Health Risk Assessment	Yes	●	Yes	Yes	Unspecified	Unspecified	
On-site Massage	No	●	Unspecified	Unspecified	Unspecified	Unspecified	
Nutrition Classes	yes	●	Yes	Yes	Unspecified	Unspecified	
Health Fairs	Yes	●	Unspecified	Yes	Unspecified	Unspecified	
Health Coach	yes	●	Yes	Yes	Unspecified	Unspecified	
Wellness Publication	Yes	●	Unspecified	Yes	Unspecified	Unspecified	
Stand-up Desk	Yes	●	Unspecified	Unspecified	Unspecified	Unspecified	
On-site Medical Clinic	No	●	Unspecified	No	Unspecified	Unspecified	
Mental Health/Meditation App	Yes	●	Yes	Yes	Unspecified	Unspecified	

Benefits Assessment: Dental & Vision

Comparability Rank Legend ● Comparable to or exceeds market ▲ Potential misalignment to market or desired positioning ◆ Significant misalignment to market or desired positioning	Current Offering	Comparability Rank					
			Eagle County	Town of Avon	Town of Gypsum	Town of Vail	Glenwood
Dental Coverage							
Organization Provided	Yes	●	Yes	Yes	Yes	Yes	Yes
Types of Coverage Offered	Dental PPO	●				Dental PPO	
Dental Coverage Self-Insured/Self-Funded	No		No	No	No	No	No
Service Requirement for Eligibility	1st of month following 30 days of employment	●	1st of month following 30 days of employment	1st month following 30 days of eligibility	1st of the month following date of hire		1st of month following 30 days of employment
Dental Premiums							
Medical and Dental Premiums Combined	No, not combined	●	No, not combined	No, not combined	Yes, Premiums are combined	Yes, Premiums are combined	No, not combined
Employee Only Coverage							
Premium Cost Sharing (Employee Only)	Employee and organization share premium cost	●	Employee and organization share premium cost	Employee and organization share premium cost	Employee and organization share premium cost	Employee and organization share premium cost	Employee and organization share premium cost
Average Monthly COBRA Rate	\$30	●	\$37	\$78	All dental premiums are combined with Semi-Monthly insurance premiums	All dental premiums are combined with Semi-Monthly insurance premiums	
Employee Contribution (% of Premium)	10%	●	37%	13%			
Employer Contribution (% of Premium)	90%	●	63%	87%			
Monthly Employee Contribution (\$)	\$3	●	\$10	\$9			\$17
Monthly Employer Contribution (\$)	\$27	●	\$27	\$69			
Employee + Spouse Coverage							
Premium Cost Sharing (Employee + Spouse)	Employee and organization share premium cost	●					
Average Monthly COBRA Rate	\$70	●	\$86	\$155			
Employee Contribution (% of Premium)	10%	●		14%			
Employer Contribution (% of Premium)	90%	●		86%			
Monthly Employee Contribution (\$)	\$7	●	\$30	\$19			\$35
Monthly Employer Contribution (\$)	\$63	▲	\$56	\$136			
Employee + Children Coverage					All dental premiums are combined with Semi-Monthly insurance premiums	All dental premiums are combined with Semi-Monthly insurance premiums	
Premium Cost Sharing (Employee + Children)	Employee and organization share premium cost	●		EMPLOYEE+2			
Average Monthly COBRA Rate	\$90	▲	\$86	\$268			
Employee Contribution (% of Premium)	10%	●	34%	14%			
Employer Contribution (% of Premium)	90%	●	66%	86%			
Monthly Employee Contribution (\$)	\$9	●	\$30	\$32			\$47

Comparability Rank Legend ● Comparable to or exceeds market ▲ Potential misalignment to market or desired positioning ◆ Significant misalignment to market or desired positioning	Current Offering		Comparability Rank					
				Eagle County	Town of Avon	Town of Gypsum	Town of Vail	Glenwood
Monthly Employer Contribution (\$)	\$81		▲	\$56	\$236			
Employee + Family Coverage								
Premium Cost Sharing (Employee + Family)	Employee and organization share premium cost		●		SAME AS ABOVE: NO DISTICTION PAST EE+2			
Average Monthly COBRA Rate			▲	\$134				
Employee Contribution (% of Premium)	10%		●	35%				
Employer Contribution (% of Premium)	90%		●	65%				
Monthly Employee Contribution (\$)	\$12		●	\$47				\$63
Monthly Employer Contribution (\$)	\$108		▲	\$87				

Attachment A
Diversus Health 2022 Benefits Assessment

Comparability Rank Legend ● Comparable to or exceeds market ▲ Potential misalignment to market or desired positioning ◆ Significant misalignment to market or desired positioning	Current Offering	Comparability Rank					
			Eagle County	Town of Avon	Town of Gypsum	Town of Vail	Glenwood
Dental Plan Features							
Plan Features	Rollover of yearly maximum benefit	●					
Average Annual Maximum Dental Benefit (per person, per year)	\$1,500	●	\$2,000	\$2000/person	\$1,500	\$1,500	\$1,500
Average Lifetime Orthodontia Maximum Benefit (per person)	\$1,500	●	\$2,000	50% to \$2000 Lifetime Maximum	\$1,500	\$1,500	\$1,500
Vision Insurance							
Organization Provided	Yes, separate from health insurance	●	Yes, separate from health insurance	Included in premium \$500 Calendar Year maximum	Yes, Included in health insurance premiums	Yes, separate from health insurance	Yes, separate from health insurance

Benefits Assessment: Life & Disability Insurance

Comparability Rank Legend ● Comparable to or exceeds market ▲ Potential misalignment to market or desired positioning ◆ Significant misalignment to market or desired positioning	Current Offering	Comparability Rank					
			Eagle County	Town of Avon	Town of Gypsum	Town of Vail	Glenwood
Life Insurance							
Organization Provided	Yes	●	Yes	Yes	Yes	Yes	Yes
Life Insurance Premium Cost Sharing	100% employer paid	●	100% employer paid	100% employer paid	100% employer paid	100% employer paid	100% employer paid
Group Life Insurance Plan Value	1.5 X base annual salary	▲	2x base annual salary	2x annual salay	\$50,000	2.5x. Base Annual Salary	1.5x Base Annual Salary
Life Insurance Maximum Benefit	Maximum \$200,000	▲	Maximum \$200,000	Maximum \$350,000	\$50,000	Maximum \$200,000	Unspecified
Additional Voluntary Term Life	Not Offered	▲	Yes	Yes	No	Yes	No
Voluntary Term Life (Spouse/Dependent)	Not Offered	▲	Yes	Yes	No	Yes	Yes
Voluntary Universal or Whole Life Insurance	Not Offered	●	Yes			No	No
Accidental Death & Dismemberment (AD&D)							
Organization Provided	Yes	●	Yes	Yes	Yes	Yes	Yes
AD&D Premium Cost Sharing	100% employer paid	●	100% employer paid	%100 Employer Paid	100% employer paid	100% employer paid	100% Employee Paid
AD&D Plan Value	Same as life insurance (1.5 x base annual salary)	▲	Same as life insurance (2x base annual salary)	Same as life insurance (2x base annual salary)	\$50,000	Same as life insurance (2.5x base annual salary)	Up to \$500,000
Voluntary AD&D	NOT OFFERED	●	Unspecified	Yes	No	Yes	Yes
Short Term Disability Insurance (STD)							
Organization Provided	Yes	●	Yes	Yes	Unknown	Yes	Yes
STD Premium Cost Sharing	100% employer paid	▲	100% employee paid	100% employee paid	Unknown	100% employee paid	100% employee paid
Elimination Period Before STD Benefits Begin	14 days	●	7 days	7 days	Unknown	3 days	1st day accident/hospitalization/injury 8th day illness
Determination of Weekly STD Benefit Amount	Same formula for all employees	●	Annual Salary/52*.6=Weekly Coverag e Amount	Same formula for all employees	Unknown	Annual Salary/52*.8=Weekly Coverag e Amount	Annual Salary/52*.6=Weekly Coverag e Amount
Average Percentage of Salary Paid Out	67%	●	60%	60%	Unknown	80%	60%
Maximum Duration of Benefit	13 weeks	●	26	13 weeks	Unknown	26 weeks	
Average Maximum Weekly Benefit		●	60% of monthly salary up to \$1,250 per month	\$1,000	Unknown	80% of monthly salary up to \$1,850 per month	up to \$1,000/week

Comparability Rank Legend ● Comparable to or exceeds market ▲ Potential misalignment to market or desired positioning ◆ Significant misalignment to market or desired positioning	Current Offering	Comparability Rank					
			Eagle County	Town of Avon	Town of Gypsum	Town of Vail	Glenwood
Long Term Disability Insurance (LTD)							
Organization Provided	Yes	●	Yes			Yes	Yes
LTD Premium Cost Sharing	100% employer paid	●	100% employer paid			100% employer paid	100% employer paid
Elimination Period Before Benefits Begin	90 days	●	After 90 days of continuous disability			180 daysof continuous disability	After 90 days of continuous disability
Average Percentage of Salary Paid Out	67%	●	60% of your weekly salary			66.70%	60% of employees weekly salary
Maximum Monthly Benefit	\$6,000	▲	\$5,000			\$7,000	\$20,000/month
Additional Coverage							
Organization Provided	NO	●	Yes, AD&D			Yes, AD&D and Survivor Income Benefit	Yes, Accident Insurance, Term Life, Life and AD&D Insurance

Benefits Assessment: Retirement

Comparability Rank Legend Comparable to or exceeds market Potential misalignment to market or desired positioning Significant misalignment to market or desired positioning	Town of Eagle Current Offerings	Comparability Rank					
			Eagle County	Town of Avon	Town of Gypsum	Town of Vail	City Of Glenwood
Retirement Plans							
Organization Provided	Yes		Yes, 401a and 457b	Yes, 401a and 457b	Yes, 401a and 457b	Yes, 401a, 457b and Roth IRA	Yes, 401k and 401a(For police and Fire only)
Types of Plans Offered	401a / 457b		Yes, 401a Employee must contribute 3-6% Employer match up to 6% 457b, Employer matches up to 2%	401a: 11% employee and 11% employer= 22% of Base Salary	401a: The Employee/Employer contribution match is 7%	Yes, 401a Immediately upon hire The Town of Vail will contribute 11.15%. After 1 year theTown of Vail will Contribute 16.15%, 457b and Roth IRA	Yes, 401k Employee must contribute 4%, but may contribute more. City of Glenwood will contribute 3%. 401a(For police and Fire only) Employee will contribute 7.5% and the City of Glenwood will match 7.5%
Plan Policies							
Service Requirement for Plan Entry	1 Month Following 30 days of employment		1st of the month following 30 days of employment	1 Month Following 30 days of employment	401a: After 6 months of employment 475b: Employee may enroll immediately upon employment	Immediately upon employment	401a (Participation begins immediately upon hire for Police and Fire) 401K - Participation begins on the first day of the month following six months continuous employment
Plan Features			Unspecified	Unspecified		Unspecified	Unspecified
Age Requirement for Participation Eligibility			Unpecified		Unpecified		Unspecified
Percent of eligible employees participating			Unspecified	Unspecified	Unspecified	Unspecified	Unspecified
Employer Matching	401a: 7% employer contribution 457b: No employer matching		401a: 100% match of employee contribution, up to 6%, minimum 3% 457b: No employer matching	401a : 1% employee and 11% employee 22% of Base Salary 457b: No employer matching	100% match of employee contribution of the required 7%	Employer contributes (unmatched) 11.1% 1st year, 16.15% 2nd year - Funds rerouted from SS and Medicare Tax	401k: Employer automatically contributes 4% and will match additional 3% (7% total) 401a: Police and Fire only - Employee mandatory7.5% contribution and Employer match of 7.5% - Retirement contributions are made in lieu of Social Security
Employee Vesting	20% per year		Vesting occurs at 25% per year starting after an employee's first year of contributing (i.e. 00/25/50/75/100%). All employee contributions are 100% fully vested	Must work 1,000 hours in a calendar year to count towards vesting	100% vested at the employee's three-year anniversary date	Vesting occurs at 20% per year starting after an employee's first year of contributing (i.e. 00/20/40/60/80/100%). All employee contributions are 100% fully vested	401k: Employee contributions vested immediately, employer vesting occurs at 20% per year starting at 1 year of employment (00/20/40/60/80/100%). 401a ONLY: All employee contributions are 100% fully vested immediately then Vesting occurs at 20% per year starting at 1 year of employment (00/20/40/60/80/100%)
Automatic Employee Enrollment	Yes, 401a is automatic enrollment and mandatory		Yes, 401a: automatic enrollment the 1st of the month following 30 days of employment and mandatory	Yes, 401a: automatic enrollment and mandatory	Yes, 401a: Automatic and mandatory, eligible 6 months of employment	401a: Yes, mandatory and automatic upon employment 457b: Yes, unless declined within 14 days of hire	401a: mandatory enrollment upon hire for Police and Fire in lieu of SS



To: Mayor Turnipseed and Town Council

From: Peyton Heitzman, Planner, Community Development

Date: July 11, 2023

Agenda Item: Resolution 49, Series 2023, A Resolution of the Town Council of the Town of Eagle, Colorado, Approving the Reimbursement Agreement with Habitat for Humanity Vail Valley, Inc.

REQUEST:

For Town Council to approve the reimbursement agreement between the Town and Habitat for Humanity Vail Valley (Habitat) to formalize the arrangement for payment and reimbursement of expenses related to the recent grant award.

BACKGROUND:

On April 20, 2023, the Town was awarded \$1.1 million from the Department of Local Affairs (DOLA) to assist with infrastructure and impact fees for the 3rd Street Housing Project.

ANALYSIS:

The reimbursement agreement outlines the roles and responsibilities for the Town and Habitat including project management and oversight, and procedures for reimbursing grant-related expenses.

Per the grant agreement with DOLA, the Town may request reimbursement for the impact fees waived during the entitlement process. The impact fees include street improvement, fire safety, and public safety fees amounting to \$51,016.96. Seeking reimbursement for these fees is at the discretion of the Town Council. Infrastructure costs are anticipated to exceed what was awarded through the grant, but requesting impact fees was a notable component of the grant application. Staff is requesting Town Council's feedback on one of two options 1) to request reimbursement for the impact fees through the grant or 2) to allow the full grant award to support infrastructure-related expenses and not collect impact fees.

As drafted, the reimbursement agreement requires the town's collection of impact fees. Should Town Council want to forego the impact fees, the resolution and agreement would need to be amended.

COMMUNITY INPUT:

Not applicable.

BUDGET / STAFF IMPACT:

The reimbursement agreement helps ensure a smooth grant process.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The agreement helps facilitate a project that supports the Strategic Plan's Objective to create opportunities for diversified and attainable housing stock for a variety of rental and purchase options.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to **APPROVE** Resolution 49, Series 2023, "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving the Reimbursement Agreement with Habitat for Humanity Vail Valley, Inc."

ATTACHMENTS:

- Resolution 49, Series 2023

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 49
(Series of 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A REIMBURSEMENT AGREEMENT WITH HABITAT FOR HUMANITY
VAIL VALLEY, INC.

WHEREAS, on April 20, 2023, the Town was awarded a grant of \$1,100,000 (the "Grant")
to be used to pay for infrastructure costs and impact fees associated with the 3rd Street Housing
Project, as described in the Reimbursement Agreement (the "Eligible Expenses");

WHEREAS, Habitat for Humanity Vail Valley, Inc. ("Habitat") will be responsible for paying
for the upfront Eligible Expenses associated with the Grant; and

WHEREAS, the Town will compensate Habitat for the Eligible Expenses as set forth in the
Reimbursement Agreement, attached hereto.

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

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

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 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 Habitat for Humanity Vail Valley, Inc., a Colorado nonprofit corporation with an address of 455 Nottingham Ranch Road, Avon, CO 81620 ("Habitat") (each a "Party" and collectively the "Parties").

WHEREAS, on November 8, 2022, the Parties and the Eagle County School District RE-50J entered into a Development Agreement, recorded on December 21, 2022 with the Eagle County Clerk and Recorder at Reception No. 202219182 (the "Development Agreement"), as amended, related to the construction of an affordable housing project to be located on real property more particularly described in **Exhibit A**, (the "Project");

WHEREAS, on April 20, 2023, the Town was awarded a grant of \$1,100,000 (the "Grant") to be used to pay for infrastructure costs and impact fees associated with the Project, as described in **Exhibit B**, attached hereto and incorporated herein by this reference (the "Eligible Expenses");

WHEREAS, Habitat will be responsible for paying for the upfront costs of the Eligible Expenses; and

WHEREAS, the Town will compensate Habitat for the Eligible Expenses as set forth herein.

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

1. Purpose and Scope. The purpose of this Agreement is to set forth the terms and conditions under which Habitat will obtain reimbursement from the Town for the Eligible Expenses. All conditions in this Agreement are in addition to any requirements of the Eagle Municipal Code (the "Code"), state law and other Town ordinances, and are not intended to supersede any requirements contained therein.

2. Project Requirements.

a. The Project shall comply in all respects with the Development Agreement and requirements of the Grant.

b. Habitat shall be solely responsible for managing the Project and overseeing all contracts related to the Project.

c. Habitat shall comply with all applicable law and Habitat shall obtain all required permits and approvals for completion of the Project.

3. Maximum Reimbursement. In exchange for completion of the Project in compliance with this Agreement, the Town shall reimburse Habitat in an amount not to exceed \$1,100,000; provided that in no case shall the amount of reimbursement exceed the amount actually received by the Town under the Grant.

4. Procedure. During construction of the Project, Habitat shall submit paid invoices and other documentation reasonably required to support its request for reimbursement. The Town shall review all such documentation and if, in the Town's determination, the costs are Eligible Expenses, the Town shall authorize reimbursement and shall pay the Eligible Expenses to Habitat within 60 days after request. Requests for reimbursement shall be made no more than once per month.

5. Habitat's Representations and Warranties. Habitat hereby represents and warrants to the Town that all of the following are true and correct as of the date of signature and the Effective Date: this Agreement has been duly authorized and executed by Habitat as the legal, valid and binding obligation of Habitat, and is enforceable in accordance with its terms; the person executing this Agreement on behalf of Habitat is duly authorized and empowered to execute and deliver this Agreement on behalf of Habitat; to the best of Habitat's knowledge, there is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against Habitat which, if decided or determined adversely, would have a material adverse effect on the ability of Habitat to undertake its obligations under this Agreement; and neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement or obligation to which Habitat is a party or by which Habitat is bound or affected.

6. Term. This Agreement shall commence on the Effective Date and shall continue until 60 days after completion of the Project under the terms of the Development Agreement, or until all Eligible Costs have been reimbursed, whichever is earlier.

7. Miscellaneous.

a. *Conflicts.* If there is any conflict between this Agreement and the Development Agreement, the Development Agreement shall control.

b. *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.

c. *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.

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

- e. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.
- f. *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.
- g. *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.
- h. *Modification.* This Agreement may only be modified upon written agreement of the Parties.
- i. *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.
- j. *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.
- k. *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.
- l. *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.
- m. *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

HABITAT FOR HUMANITY VAIL VALLEY, INC

John Welaj, Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____,
2023, by John Welaj as Executive Director of Habitat for Humanity Vail Valley, Inc.

My Commission expires:

(SEAL)

Notary Public

EXHIBIT A
Legal Description

A 2.3± ACRE PORTION OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF EAGLE, EAGLE COUNTY, COLORADO, ALSO BEING A PORTION OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION, ACCORDING TO THE FINAL PLAT OF EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION RECORDED MARCH 11, 2019 AT RECEPTION NO. 201903217, EAGLE COUNTY, COLORADO, THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION; THENCE ALONG THE WESTERLY PROPERTY LINE OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION THE FOLLOWING THREE COURSES; NORTH 330.0 FEET; THENCE N89°27'00"E 40.00 FEET; THENCE N00°07'57"E 78.11 FEET; THENCE DEPARTING THE WESTERLY PROPERTY LINE OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION AND CONTINUING ALONG THE FOLLOWING FOUR COURSES; S89°52'03"E 96.30 FEET; THENCE S23°36'36"E 360.95 FEET; THENCE N89°27'40"E 169.37 FEET; THENCE S00°33'00"E 74.80 FEET TO A POINT ON THE SOUTHERLY PROPERTY LINE OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION; THENCE ALONG THE SOUTHERLY PROPERTY LINE OF THE EAGLE VALLEY ELEMENTARY AND MIDDLE SCHOOL SUBDIVISION S89°27'00"W 451.14 FEET TO THE POINT OF BEGINNING; SAID PORTION OF LAND CONTAINING 100,035 SQUARE FEET / 2.297 ACRES MORE OR LESS

EXHIBIT B ELIGIBLE EXPENSES

Infrastructure Costs

The following infrastructure costs are Eligible Expenses:

- Demolition and removal of existing asphalt, concrete, and ground cover;
- Earthwork;
- Installation of sanitary sewer mains and connection to the Town's sanitary sewer system;
- Installation of water mains and connection to the Town's water system;
- Installation of storm sewer system, including but not limited to piping, inlets, manholes, drain basins; and
- Restoration of asphalt, concrete, and ground cover.

Impact Fees

Eligible Expenses shall also include any impact fees charged by the Town or any special district related to the construction of the Project.



To: Mayor and Town Council

From: Community Development Department, Planning Staff
Chad Phillips, A.I.C.P., Director

Date: July 11, 2023

Agenda Item: Discussion regarding ReCode, specifically the proposed Old Town Residential (OTR) Zone District changes

REQUEST:

Discussion with staff regarding the requirements in the proposed Old Town Residential (OTR) zone district.

BACKGROUND:

The Planning & Zoning Commission, Town Council, and staff have received multiple inquiries regarding the ReCode draft and changes to the Zone District proposed as the OTR. Staff will be presenting information regarding the current and proposed parameters for development options in the planned OTR area.



Proposed OTR (purple)



Existing RMF (orange) RM (yellow)

The adoption draft of the ReCode process was released last week. This draft was not just the product of 2+ years of work by the TOE community, but also the two-year long creation of the Elevate Eagle process that resulted in the creation/adoption of the Town's Comprehensive Plan. The Plan provides direction for the ReCode document. It is staff's position that the ReCode adoption draft reflects the community vision as gathered throughout the past 4+ years' worth of public outreach and discussion.

Comp Plan Outreach

Process



Outreach



In staff's review of documents from the Elevate Eagle process, staff notes 144 comments from various community members in the adoption draft alone. An example of public outreach is reflected in Staff report to TC where staff stated *"The initial draft visioning statements were reviewed by the public during pop-up events and public steering committee work sessions. The pop-up events in January and February of 2019 reached approximately 242 members of the public."*

ReCode Outreach:

In addition to public outreach for the Comp Plan, the ReCode process included the following:

- Release of the Land Use and Development Code Assessment (Dec. 2021)
- LUDC Update Committee Meetings
- Project Kickoff Outreach Meetings

- Development Community Input and Affordable Housing Virtual Meetings
- Updates to Town Committees
- Meetings with Town Departments
- Coffee and a Convo (two rounds)
- Art Walk and ShowDown Town
- Softball Cookout and Code
- Release of ReCode installments (total of three during '22 and '23)
- Release of the ReCode Working Draft (2023)
- Online Surveys
- Radio spots
- Ongoing social media and project website

ANALYSIS:

Compliance with the Elevate Eagle Comprehensive Plan.

Below are applicable policies of the Comprehensive Plan that should be considered when considering the creation of the OTR zone district:

The Future Land Use Map depicts this area of Town as “Downtown Neighborhoods.” The Plan’s Description of this area is: *Residential area surrounding Historic Downtown. Development should encourage preservation of character, redevelopment, and infill; and should include above-average standards for design. Renovation of historically significant buildings and homes is encouraged. This area is highly connected to neighboring downtown and other neighborhoods through a safe, welcoming, pedestrian-oriented street network. Residential development in this area should vary in price and size and can include apartments in vertical mixed use buildings near Broadway Street.*

Primary Uses: Small lot, single-family units, duplexes, multifamily townhomes, vertically integrated multi-family residential.

Secondary Uses: Ground floor commercial, office, retail with residential on top.

Approximate Density: 4 - 16 DU/Acre

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

1-1.3. Stimulate the creation of workforce housing through town policies, incentives, and regulatory procedures. Collaborate with community partners and the private sector to expand the reach of Eagle’s workforce housing efforts.

1-2.5. Provide opportunities for a balanced mix of housing and services to support local businesses, employees, residents, and visitors.

1-2.6. As development occurs, ensure the Town’s overall mix of land uses remains aligned with community goals.

2-1.10. Encourage, where appropriate, increased density near the Downtown core.

2-3.2. Preserve and enhance each of Eagle’s unique character areas (i.e. Downtown).

2-3.3. Ensure new development builds upon and adds value to Eagle’s unique community character through adherence to high quality standards of design and construction. b. Utilize infill and conservation-oriented development to accommodate growth while retaining open lands and protecting environmentally sensitive areas.

2-5.1. Maintain and enhance the sense of community in Eagle.

Staff Comment:

In review of this guiding language from the Comp Plan, the type of residential product currently in ReCode (up to 8 units in one multi-family building) would seem appropriate. While the neighborhood character of the transition from mostly detached single family dwellings to multi-family structures will change, some character issues will be addressed with design standards. However, the Comp Plan *does* mention an approximate density cap at 16 dwelling units per acre in this area.

With the proposed maximum dwellings per building (8), the result would be a density for an 8-unit building on two consolidated Town lots would be approximately 48 units per acre (not including rights-of-way). ReCode does include an infill maximum lot size of 6,400 (meaning that consolidations of existing 25'X125" lots are limited to two lots). Although the Comp Plan is just a guiding document, this proposed OTR maximum density is substantially more than the approximate maximum described. If the maximum units per acre were reduced to a 4-unit building, the resulting density and building type would be even closer to achieving overall Plan compliance.

Comparing today's Code (RMF district) to the ReCode (OTR district), regarding the construction of an 8-unit multi-family building:

- Today's Code would *not* allow for an 8-unit or 4-unit building on two lots because of density maximums.
- Under the current regulations, a 4-unit multifamily dwelling could be approved through the Special Use Permit process, but would require the consolidation of four lots to meet density requirements (units per lot square footage).
- In ReCode, an 8-unit building *could* be constructed, but would rely on a non-typical parking approach (credits, fee in-lieu, etc.)
- A 4-unit building would be a better fit in the OTR compared to an 8-unit building when considering lot size max, building footprint max, landscaping, height, and parking.

Proposed Dimensional Standards:

	<u>RMF (current)</u>	<u>OTR (proposed)</u>
Setbacks	Front – 25'	10'
	Side – 12.5'	5'
	Rear – 20'	10'
Height	35'	35'
Lot Coverage	70% total	70%

Use Comparison:

If the uses by zone district chart was approved as presented, the following uses would no longer be allowed in the areas that are presently now RMF:

- Public Buildings
- Indoor Recreation Facility
- Outdoor Recreation Facility
- Business or Professional Office
- Retail, except mobile home and vehicle sales
- Service establishment, except vehicular service
- Restaurant

If adopted, the chart would add the following uses – compared to the RMF:

- Community Garden
- Farm Stand

COMMUNITY INPUT:

Since the last Town Council ReCode discussion, the Town has received a petition regarding opposition to the Adoption Draft (attached).

BUDGET / STAFF IMPACT:

N/A

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Nothing particularly associated with the general review of tonight's discussion topics.

RECOMMENDED ACTION OR PROPOSED MOTION:

No motion is necessary. Staff is looking for direction from Council.

ATTACHMENTS:

- Neighborhood petition
- Public Comment – Dawn Koenig
- Public Comment – John Bailey

Petition to Reject
Town of Eagle's Rewritten
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Know as RECODE EAGLE, of proposed
Downtown Neighborhood

"The Town" has rewritten the Land Use and Development code "to better align with it's goals, policies and plans found in the 2021 Elevate Eagle Comp Plan". In conjunction, "the Town is proposing to adopt a revised Zoning Map...to apply new zoning to properties where the existing zoning designations do not align with the town's goals, policies and plans". ***"Flexible interpretation of the boundaries may be granted by Town Planning staff, Planning and Zoning Commission, and the Town Council provided the proposed change is consistent with the vision, goals and strategies contained in this Plan."*** Planning & Zoning plans on making recommendations to Town Council after the June 20, 2023, 6:00pm hearing. The Town of Eagle will consider recommendations, if any, and take action on the new Land Use and Development Code, and Zoning Map at June 27, 2023, 6:00pm hearing.

We the undersigned, 'Old Town' Residents, reject the Land Use Development and Rezoning changes as property owners whose property value, town character and day to day quality of life will be impacted. Our rejection is based on density, traffic, water, parking, lack of infrastructure and damage this will cause to the character of the Town of Eagle. There is also to be no 'flexible interpretation' of any kind where it comes to Land Use, Development Codes and Rezoning within the town of Eagle, CO boundaries.

Signature	Name	Address	Email
1) <i>LE Albers</i>	Lynn Albers	503 McIntire	lalbers1212@gmail.com
2) <i>Stacey Made</i>	Stacey Made	436 McIntire	stmade@hotmail.com
3) <i>Stacey Made</i>	Stacey Made	436 McIntire	sparnass@hotmail.com
4) <i>Devon Duvac</i>	Devon Duvac	713 Bull Run	djduval@gmail.com
5) <i>Crystal Daubs</i>	Crystal Daubs	530 McIntire St	jcdaub@gmail.com
6) <i>KENT R. JORDAN</i>	KENT R. JORDAN	539 WASHINGTON	kyndrose@centurytel.com
7) <i>Megan Obernesser</i>	Megan Obernesser	539 Washington	mmca455@outlook.com
8) <i>Amy Niswanger</i>	Amy Niswanger	505 Washington	amyniswanger@hotmail.com
9) <i>Amy Niswanger</i>	Amy Niswanger	505 Washington	amyniswanger@hotmail.com
10) <i>Jack Niswanger</i>	Jack Niswanger	505 Washington	
11) <i>Kelly Bonser</i>	Kelly Bonser	425 Washington	
12) <i>Lauren Powell</i>	Lauren Powell	419 Washington St	lauren.schoef@gmail.com

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Signature	Name	Address	Email
1) Carol J. Blevins	Carol J. Blevins	309 W. 7 th St	carol.blevins13@yahoo.com
2) Doug Parrish	DOUGLAS K PARRISH	601 wall st Eagle CO	dougk.parrish@gmail.com
3) Evan Jaramillo	Evan Jaramillo	104 W 7 th	westernhinter@hotmail.com
4) Pamela Asavei	Pamela Asavei	109 W 7 th	asavei@aol.com
5) Hannah Jaramillo	Hannah Jaramillo	104 W 7 th St	hannah.christine.2012@gmail.com
6) DARRYL LUNDHOLM	Darryl Lundholm	102 E 7 th	WOODSWORTH@VALLNET
7) Garby McGee	Garby McGee	102 W 7 th St	garby.mcgee102@gmail.com
8) Dronn	Dronn	109 W. 7 th St	Dronn4867@yahoo.com
9) Clark	Clark	625 BROADWAY	clarkvail@gmail.com
10) Patterward	Patterward	125 E. 7 th ST	Eagle, CO Patterward 8267@gmail.com
11) Suzann Ross	SUZANN ROSS	218 W 6 th St	sross@centurylink.net

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	Signature	Name	Address	Email
1)		Thomas Hynes	427 6 th ST	HYNESTommy@gmail.com
2)		SHAI NE MITCHELL	605 MCINTIRE	SHAI NE@SHAI NE MITCHELL.COM
3)		Marcia Hynes	427 W 6 th ST	
4)		JACQUELINE M Schempf	530 W 5 th ST	
5)		David H Schempf	530 W 5 th ST	
6)		Enka Zura	532 W 5 th ST	
7)		Martin Mackinlay	532 W 5 th ST	
8)		Robyn Spain	543 McIntire	spainps@earthlink.net
9)		BRUCE DUNSDON	530 MCINTIRE	Eagle, CO 81631
10)		Katherine A Dunsdon	530 McIntire St.	Eagle, CO 81631
11)		Tiffany Pauls	530 McIntire St.	Eagle CO 81631
12)		Donna H Blackmer	527 McIntire St.	Eagle CO 81631

bdunsdon
@juno.
com

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Signature	Name	Address	Email
1) Elizabeth Maye	Elizabeth Maye	340 Washington Street, Eagle, CO 81631	
2) Tony Eisel	Tony Eisel	340 Washington Street, Eagle	
3) Dan Leary	Dan Leary	204 W. 3rd St Eagle	white99@gmail.com
4) Lana A. Corll	Lana A. Corll	410 Washington	lanacorll@gmail.com
5) Carmen Weiland	Carmen Weiland	335 W 7th St EAGLE CO	cweiland@gmail.com
6) Denise Weiland	Denise Weiland	335 W 7th St	dweiland@skidlab.com
7) Rosmarie Burki	Rosmarie Burki	106 E. 7th	
8) Ulrich Burki	Ulrich Burki	106 E 7th	
9) Brenda Wgatt	Brenda Wgatt	128 W. 16th St. Eagle	b.parkswgatt@gmail.com
10) Rick Hutnagel	Rick Hutnagel	133 WASHINGTON	
11) Beth Hutnagel	Beth Hutnagel	133 WASHINGTON ST	
12) Kyra Diversey	Kyra Diversey	624 McIntire Street	

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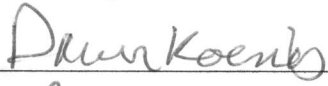
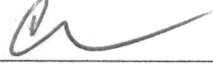
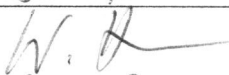
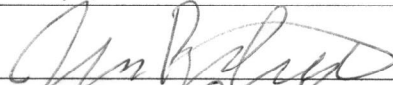
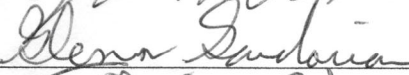
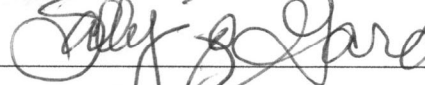
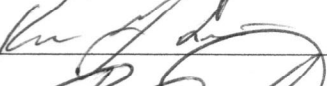
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Signature	Name	Address	Email
1) Joe Russell	JOE RUSSELL	Box 1031 Eagle	741100.com PSYCHEDOUTTAR
2) CHERYL RUSSELL	Cheryl Russell	601 WASHINGTON ST.	crussell@evuid.org
3) Jessica von Strakondorff	Jessica von Strakondorff	440 Washington St	
4) Sandy Van Campen	Sandy	214 W. 3 rd St	Eagle gdnia09@gmail.com
5) W. E. Harris	William E Harris	214 W 3 rd St	bharris61@gmail.com
6) Heidi Abbott	Heidi Abbott	243 Wall St	habbott11@gmail.com
7) Travis Berge	Travis Berge	419 Wall St	truls@castletonmasonry.com
8) Anissa Berge	Anissa Berge	419 Wall St	aberge@centurytel.net
9) Rick McCain	Rick McCain	431 Wall St.	
10) Theresa Pasqualechio	Theresa Pasqualechio	326 W 6th St	PreaPasq@gmail.com
11) Caryn Yarger	Caryn Yarger	422 Capitol St	Eagle 81631 clyarger57@gmail.com
12) Jeff Yarger	JEFF YARGER	422 Capitol St.	

Petition to Reject
Town of Eagle's Rewritten
Land Use and Development Code and Rezoning,
Know as RECODE EAGLE, of proposed
Downtown Neighborhood

"The Town" has rewritten the Land Use and Development code "to better align with it's goals, policies and plans found in the 2021 Elevate Eagle Comp Plan". In conjunction, "the Town is proposing to adopt a revised Zoning Map...to apply new zoning to properties where the existing zoning designations do not align with the town's goals, policies and plans". ***"Flexible interpretation of the boundaries may be granted by Town Planning staff, Planning and Zoning Commission, and the Town Council provided the proposed change is consistent with the vision, goals and strategies contained in this Plan."*** Planning & Zoning plans on making recommendations to Town Council after the June 20, 2023, 6:00pm hearing. The Town of Eagle will consider recommendations, if any, and take action on the new Land Use and Development Code, and Zoning Map at June 27, 2023, 6:00pm hearing.

We the undersigned, 'Old Town' Residents, reject the Land Use Development and Rezoning changes as property owners whose property value, town character and day to day quality of life will be impacted. Our rejection is based on density, traffic, water, parking, lack of infrastructure and damage this will cause to the character of the Town of Eagle. There is also to be no 'flexible interpretation' of any kind where it comes to Land Use, Development Codes and Rezoning within the town of Eagle, CO boundaries.

	Signature	Name	Address	Email
1)		Dawn Koenig	328 Capitol St	downsunlight@hotmail.com
2)		Chuk Wuk	328 Capitol St	charlietung45@hotmail.com
3)		Sara Moore	319 Howard St	SaraMoore23@gmail.com
4)		Warren Hancock	332 Howard St.	
5)		Joshua Rosenbaum	405 Howard St.	joshrosenbaum@rocketmail.com
6)		GLENN GARDARIAN	413 HOWARD ST	Eagle, CO 413
7)		Sally Jo Gardarian	Howard St	
8)		Donna Smith	417 Howard St.	dinteriorplants@protonmail.com
9)		KURT B. BOWMAN	512 BCAPITAL ST	telexskier@gmail.com
10)		Kenneth Smith	417 Howard	
11)		CARL A. DICKSON	235 W. 1st St	
12)		Aleese Lemon	404 Howard St Eagle	aleesel@centurytel.net

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Town of Eagle's Rewritten
Land Use and Development Code and Rezoning,
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	Signature	Name	Address	Email
1)		Suzanne Hedrick	324 Howard	
2)		Ron Hedrick	324 Howard St	502163@me.com
3)		Jayne McKenzie	305 Howard St	
4)		Ann S. Egan	215 Howard St Eagle	4711-5825
5)		David Thomas	227 Howard St Eagle	
6)		Dawn Theelke	227 Howard St Eagle	
7)		William Gray	215 - Howard St. Eagle	32868
8)		Katherine Delaney	214 Howard St. Eagle	
9)		Deborah Dudek	204 Howard St Eagle	
10)		Jenna Palmeter	441 Washington	
11)		Tracie Schumacher	446 Washington	
12)		Penny Olsen	229 Wael St. Eagle	

Concerns about density increases:

The downtown neighborhood is particularly vulnerable to changes in terms of increasing density and building height for new development projects, changes in the allowed uses in residential areas allowing commercial uses, reducing parking requirements for new development, etc. As we have discussed, most other neighborhoods in Eagle are exempt from these changes because of the PUD designation, thus putting the burden of absorbing density in the downtown area.

Clearly the town is growing and lack of affordable housing is very hot button issue nation wide. I recognize the need to accommodate this growth and it makes sense to add density to the core district of town. I am generally on-board with the efforts thus far of the recode process to address growth and housing issues in innovative ways.

With these proposed changes and the potential impacts to our neighborhood, it is critical that the town decision makers take a comprehensive approach to considering the impact these changes will bring to the area and the residents of the neighborhood. Impacts to the existing infrastructure that serves the downtown area seem to be overlooked.

Infill and Infrastructure:

With density increases, there will be an increased demand for utility services including water & sewer service, trash disposal, sidewalks, and parking, etc. I am concerned about the cumulative effect density increases may have on our existing infrastructure. Several of my neighbors have expressed similar concerns. It is my hope that the town officials can put these concerns to rest and reassure existing property owners that the existing conditions of the infrastructure have been evaluated before the comprehensive plan was adopted, and that the added densities will not have a negative impact on the level of service.

While researching the issue of planning for infill development, I ran across an [interesting article](#) from the California Planning Roundtable that articulates some of what I would like to express far better than I am able. I respectfully ask the town officials and town planning and public works staff to read this piece and consider the implications for our neighborhood. Being proactive in this realm may ultimately be the key to facilitating the type of growth and densities the town desires.

Questions about infill and Infrastructure:

- Was the Elevate Eagle Plan informed by the current state of the infrastructure? Was there any utility ground-truthing to ensure adequate water/sewer was available or would be available at the time of implementation?
 - How old is it?
 - What is the current condition?
 - What is the capacity?
- Does the Town have an asset management plan/strategy (O & M strategy)?
 - Is it publicly available?

- Do we have level of service standards for our infrastructure including roads and sidewalks?
- Has the Town identified the functional classification of the existing access points and the level of service standards for them?
- Has the current infrastructure been assessed for deferred maintenance?
 - Do we have substandard conditions on our downtown infrastructure systems and will infill development contribute to a net improvement of conditions, pay its fair share and be responsible for improvements?
- Have the increased densities and resulting infrastructure needs been considered with the Capital Improvements Plan/Budget?
- Does the town have adequate fire protection and fire flow capacity for multi-unit/mixed use development?

I hope the above questions have been considered by the town and that perhaps some of the answers will be made available so that workable solutions can be achieved.

PS: Did you know-

The frequently cited and much touted Minneapolis 2040 comprehensive plan has [been successfully challenged in court](#) on the grounds that it violates the Minnesota Environmental Rights Act. The judge found that: ""The city's expert failed to "specifically address, or purport to rebut to any degree of specificity, the many detailed assertions advanced by plaintiffs" such as the effects of increased traffic and noise, loss of green space, effects on air and water quality, and stress on existing infrastructure.

The judge added that the city's argument that allowing the 2040 plan to move forward and then doing environmental reviews for individual projects, would "**result in residential construction being allowed until the city is one project away from — or even one step beyond the point of no return from — material and adverse environmental impacts.**"

Peyton Heitzman

From: John Bailey <jmbailey88@yahoo.com>
Sent: Thursday, July 6, 2023 2:15 PM
To: Planning Department
Subject: Wall st rezoning

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

I would like to share my approval of the new zoning map, especially for the area of Wall st as it is my primary residence.

With the updated zoning of Wall Street into residential it will better allow the street and home owners to utilize our homes.

The neighborhood has needed this change for many years and i am glad to see it progress.

Thank you
John Bailey
Wall street home owner

RESOLUTION NO. 48
(Series of 2023)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
AUTHORIZING TOWN STAFF TO TAKE CERTAIN ACTIONS REGARDING TOWN
WATER RIGHTS.

WHEREAS, the Town owns water rights and augmentation plans that have been decreed by the District Court in and for Water Division No. 5 concerning water rights tributary to Brush Creek and the Eagle River; and

WHEREAS, water court applications are published in the regional newspapers each month in the "Water Resume;" and

WHEREAS, the Town reviews the Water Resume to determine if there are applications filed that might affect Town water rights or property; and

WHEREAS, in order to monitor the progression and outcome of water court applications, the Water Court Rules require a interested party to file a Statement of Opposition; and

WHEREAS, BCP-ARR Water, LLC, acquired the water rights formerly owned by Kummer Development Corporation, itself and d/b/a Adam's Rib Recreational Area, Adam's Rib Ranch Corporation, and Adam's Mountain Country Club, LLC which are associated with land uses and developments in the Brush Creek valley, some of which receive or will receive potable water service from the Town; and

WHEREAS, BCP-ARR Water, LLC owns conditional water rights decreed to the Confluence Reservoir and East Brush Creek Confluence Ditch, which water rights are junior to most water rights owned by the Town and for which BCP-ARR Water, LLC and its associated entities no longer own some of the land upon which the water was decreed to be used; and

WHEREAS, BCP-ARR Water, LLC filed an Application for Findings of Reasonable Diligence and Change of Water Rights on May 31, 2023, in the District Court in and for Water Division No. 5 with regard to the Confluence Reservoir and East Brush Creek Confluence Ditch water rights entitled Case No. 23CW3067 (the "BCP-ARR Application"); and

WHEREAS, the BCP-ARR Application requests that the water rights decreed to the Confluence Reservoir and East Brush Creek Confluence Ditch be moved downstream on Brush Creek to be constructed and uses on the Haymeadow P.U.D. property; and

WHEREAS, the Town has an interest in monitoring the BCP-ARR Application, and opposing the entry of a decree therein, as such may have an adverse effect on Town water rights and conflict with land use approvals for the Haymeadow P.U.D; and

WHEREAS, the only way for the Town to participate in monitoring and opposing the BCP-ARR Application is by filing a statement of opposition which must be filed by the end of July 2023; and

WHEREAS, Town Staff supports the filing of statements of opposition in water court cases where the Town's water rights and/or real property rights may be affected, and in particular with regard to the current BCP-ARR Application.

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

Section 1. That the Town Staff, water rights consultants and Town Water Attorney are authorized to take all steps necessary to draft, prepare, file and pursue the statements of opposition to the BCP-ARR Application.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on July 11, 2023.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DISTRICT COURT, WATER DIVISION 5 GARFIELD COUNTY, STATE OF COLORADO Garfield County Courthouse 109 8th Street, Suite 104 Glenwood Springs, CO 81601 Telephone: 970-928-3062	DATE FILED: May 31, 2023 3:42 PM FILING ID: C141868E48983 CASE NUMBER: 2023CW3067 ▲ COURT USE ONLY ▲
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: BCP-ARR WATER, LLC IN EAGLE COUNTY, COLORADO	
<i>Attorneys for Applicant BCP-ARR Water, LLC</i> Dulcinea Z. Hanuschak, Colo. Reg. No. 44342 Aurora L. Marsh, Colo. Reg. No. 57864 Brownstein Hyatt Farber Schreck, LLP 675 Fifteenth Street, Suite 2900 Denver, CO 80202-4432 Phone Number: 303.223.1100 E-mail: dhanuschak@bhfs.com; amarsh@bhfs.com	Case Number: 2023CW____ (2015CW3080) Division: ____
APPLICATION FOR FINDING OF REASONABLE DILIGENCE AND CHANGE OF WATER RIGHTS	

1. Name, address, and telephone number of Applicant:

BCP-ARR Water, LLC
Attn: Chad Brue
1144 15th Street, Suite 2650
Denver, Colorado 80202

2. Name of structures: Confluence Reservoir and East Brush Creek Confluence Ditch. (the “Subject Water Rights”).

3. Description of the Subject Water Rights.
 - 3.1 Date of original decree: Adjudicated October 27, 1980, Water Division 5, Case No. W-3660.

 - 3.2 Subsequent decrees: 84CW309, 88CW340; 95CW17; 01CW159 (filed by Adam’s Rib Recreational Area, as Adam’s Rib Ranch Corp. commonly does business under this name); 08CW48 (Adam’s Rib Recreational Area), 15CW3080.

- 3.3 Legal description: The right abutment of the Confluence Reservoir is in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 18, T6S., R83W. of the 6th P.M. at a point whence the Northeast Corner of said Section 18 bears N. 72°30'E. a distance of 6,100 feet. The supplemental legal description provides that the point of the right abutment is in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, T6S, R83W of the 6th P.M. 3290 feet from the South section line and 5790 feet from the East section line. The location of the Subject Water Right is shown on the map attached as Figure 1.
- 3.4 Source:
 - 3.4.1 Confluence Reservoir: West Brush Creek and East Brush Creek through the East Brush Creek Confluence Ditch, tributary to Brush Creek, tributary to the Eagle River.
 - 3.4.2 East Brush Creek Confluence Ditch: East Brush Creek, tributary to Brush Creek, tributary to the Eagle River.
- 3.5 Date of appropriation: December 1, 1977.
- 3.6 Amount:
 - 3.6.1 Confluence Reservoir: 720 acre-feet ("AF") are decreed to Confluence Reservoir, including 360 AF (conditional) owned by the Applicant.
 - 3.6.2 East Brush Creek Confluence Ditch: 10 c.f.s. (conditional).
- 3.7 Uses:
 - 3.7.1 Confluence Reservoir: irrigation, recreation, fish and wildlife propagation, commercial, all municipal uses, including domestic, industrial, mechanical, fire protection, power generation, and recreational purposes. Municipal uses may only be decreed absolute by a municipal or other quasi-governmental entity.
 - 3.7.2 East Brush Creek Confluence Ditch: the purpose of the Ditch is to deliver water to the Confluence Reservoir for all decreed purposes. The East Brush Creek Confluence Ditch is a feeder ditch to deliver water from East Brush Creek into Confluence Reservoir.
- 4. Detailed outline of activity during the diligence period: During the diligence period, Applicant has made substantial expenditures, including consultant, engineering, and legal costs, associated with developing the Subject Water Rights. This following summary of Applicant's diligence activities is not exclusive and may be supplemented with additional evidence of these or of other diligence activities.

- 4.1 Applicant spent more than approximately \$14,000 in engineering fees and costs and more than \$6,500 in legal fees and costs evaluating potential storage locations and designs for Confluence Reservoir, evaluating the impacts and benefits of an additional non-potable irrigation supply on Abrika Properties, LLC's ("Abrika") property, and drafting and negotiating the lease with Abrika for use of the Subject Water Rights.
5. Claim for Change of Subject Water Rights. Applicant seeks to change the point of diversion and place of use of the Subject Water Rights as follows. All other attributes of the Subject Water Rights will remain the same as have been decreed previously.
- 5.1.1 Proposed Change in Place of Use: Applicant has executed a lease with Abrika which provides for the development and use of the Subject Water Rights on Abrika's property, which is located at: LOTS 1 THROUGH 8, TRACTS A, B, C, D, H, X, RMF-3, RMF-4, ALLEY-1, HAYMEADOW, FILING 1, ACCORDING TO THE PLAT RECORDED MAY 24, 2019 UNDER RECEPTION NO. 201907561, COUNTY OF EAGLE, STATE OF COLORADO AND LOT Z1, HAYMEADOW CABIN PARCEL, ACCORDING TO THE PLAT RECORDED JULY 29, 2022 UNDER RECEPTION NO. 202212779, COUNTY OF EAGLE, STATE OF COLORADO AND LOTS 9 THROUGH 15 AND TRACT F, HAYMEADOW FILING 1, THIRD AMENDMENT, ACCORDING TO THE PLAT RECORDED OCTOBER 27, 2022 UNDER RECEPTION NO. 202217032, COUNTY OF EAGLE, STATE OF COLORADO. A map of the new location is attached as Figure 2.
- 5.1.2 Proposed Change in Points of Diversion. Applicant seeks a change in the point of diversion for the Subject Water Rights. The changed points of diversion are four alternate points of diversion, described as follows and shown on Figure 2.
- 5.1.2.1 Confluence Point of Diversion. This will be a new point of diversion on Brush Creek at the following location. The location information is in UTM format as follows:
- 5.1.2.1.1 UTM coordinates: 346787 Easting, 4387678 Northing
- 5.1.2.1.2 Zone 13; NAD 83
- 5.1.2.1.3 Source of UTM's: Esri Aerial Imagery via ArcGIS
- 5.1.2.1.4 Accuracy of information displaced on GPS device: N/A

5.1.2.2 Wilkinson Ditch Point of Diversion. This is an existing structure and the location information in UTM format is as follows:

5.1.2.2.1 UTM coordinates: 347755 Easting, 4387463 Northing

5.1.2.2.2 Zone 13; NAD 83

5.1.2.2.3 Source of UTM: Esri Aerial Imagery via ArcGIS

5.1.2.2.4 Accuracy of information displaced on GPS device: N/A

5.1.2.3 Love & White Ditch Point of Diversion. This is an existing structure and the location information in UTM format is as follows:

5.1.2.3.1 UTM coordinates: 348496 Easting, 4386625 Northing

5.1.2.3.2 Zone 13; NAD 83

5.1.2.3.3 Source of UTM: Esri Aerial Imagery via ArcGIS

5.1.2.3.4 Accuracy of information displaced on GPS device: N/A

5.1.2.4 Mathews Ditch Point of Diversion. This is an existing structure and the location information in UTM format is as follows:

5.1.2.4.1 UTM coordinates: 346567 Easting, 4387835 Northing

5.1.2.4.2 Zone 13; NAD 83

5.1.2.4.3 Source of UTM: Esri Aerial Imagery via ArcGIS

5.1.2.4.4 Accuracy of information displaced on GPS device: N/A

5.1.3 Change amount:

5.1.3.1 Confluence Reservoir: 360 AF (conditional) owned by the Applicant.

5.1.3.2 East Brush Creek Confluence Ditch: 10 c.f.s. (conditional).

5.1.4 Source:

5.1.4.1 Confluence Reservoir: West Brush Creek and East Brush Creek through the East Brush Creek Confluence Ditch, tributary to Brush Creek, tributary to the Eagle River.

5.1.4.2 East Brush Creek Confluence Ditch: East Brush Creek, tributary to Brush Creek, tributary to the Eagle River.

5.1.5 Uses:

5.1.5.1 Confluence Reservoir: irrigation, recreation, fish and wildlife propagation, commercial, all municipal uses, including domestic, industrial, mechanical, fire protection, power generation, and recreational purposes. Municipal uses may only be decreed absolute by a municipal or other quasi-governmental entity.

5.1.5.2 East Brush Creek Confluence Ditch: the purpose of the Ditch is to deliver water to the Confluence Reservoir for all decreed purposes. The East Brush Creek Confluence Ditch is a feeder ditch to deliver water from East Brush Creek into Confluence Reservoir.

6. The land on which the subject structures are located, on which the water will be stored, or on which water will be placed to beneficial use is owned by:

6.1 Abrika Properties, LLC, 8250 SW 27th Ave., Ocala, FL 34476;

6.2 Eagle County Government, 500 Broadway, P.O. Box 850, Eagle, CO 81631;

6.3 Colorado Division of Parks and Wildlife, 1313 Sherman Street, 6th Floor, Denver, CO 80203;

6.4 United States Forest Service, 120 Midland Avenue, Suite 140 Glenwood Springs, CO 81601.

WHEREFORE, Applicant respectfully requests:

1. A finding of reasonable diligence as to all of the Subject Water Rights;
2. A change of the location, place of use, and point of diversion of the Subject Water Rights;

3. Such other relief as the Court deems just and proper.

Respectfully submitted this 31st day of May, 2023.

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: s/Dulcinea Z. Hanuschak

Dulcinea Z. Hanuschak, #44342

Aurora L. Marsh, #57864

ATTORNEYS FOR APPLICANT

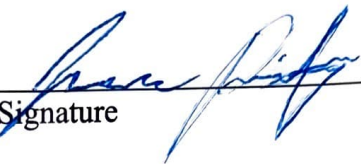
BCP-ARR WATER, LLC

VERIFICATION

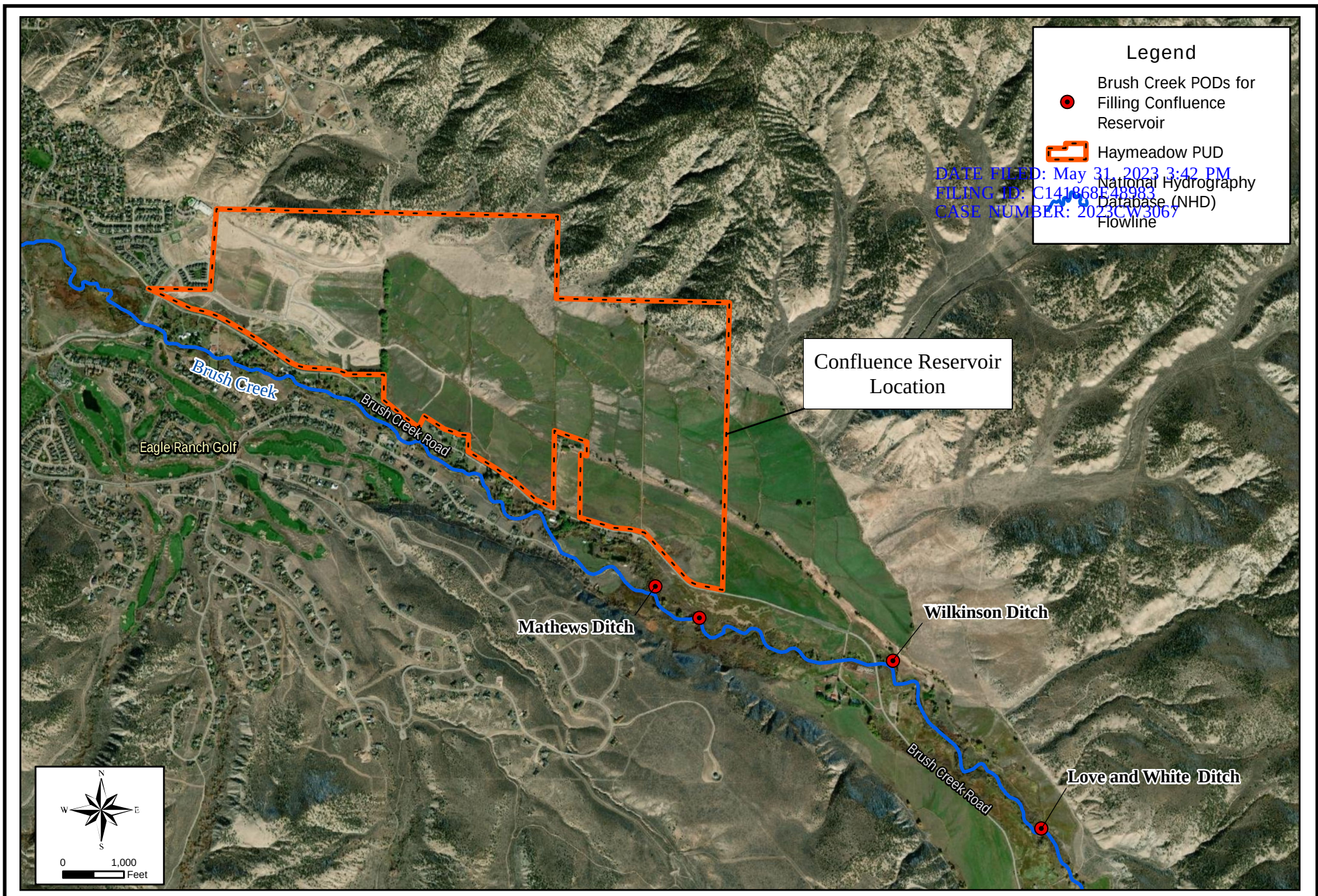
I declare under penalty of perjury under the law of Colorado that I have read the foregoing Application for Finding of Reasonable Diligence and Change of Water Rights and verify its contents to be true and correct.

Executed on the 31st day of May, 2023 in Denver, CO
County, State

James Priestley
Printed Name


Signature

The person signing this verification is: ☒ Applicant, ☐ Engineer, ☐ Other (describe):



several features, work on one feature of the project system shall be considered in finding of that reasonable diligence has been shown in the development of water rights of the entire project or system.” C.R.S. § 37- 92-301(4)(b). (10 pages of original application, Exhibits A & B).

YOU ARE HEREBY NOTIFIED THAT YOU HAVE until the last day of JULY 2023 to file with the Water Clerk a verified Statement of Opposition setting forth facts as to why this application should not be granted or why it should be granted in part or on certain conditions. A copy of such statement of opposition must also be served upon the applicant or the applicant’s attorney and an affidavit or certificate of such service shall be filed with the Water Clerk, as prescribed by Rule 5, CRCP. (Filing Fee: \$192.00) KATHY POWERS, Water Clerk, Water Division 5; 109 8th Street, Suite 104 Glenwood Springs, CO 81601.

13. PURSUANT TO C.R.S., §37-92-302, AS AMENDED, YOU ARE NOTIFIED THAT THE FOLLOWING PAGES COMPRISE A RESUME OF THE APPLICATIONS AND AMENDED APPLICATIONS FILED WITH THE WATER CLERK FOR WATER DIVISION 5 DURING THE MONTH OF MAY 2023. *The water right claimed by this application may affect in priority any water right claimed or heretofore adjudicated within this division and owners of affected rights must appear to object and protest within the time provided by statute or be forever barred.*

23CW3067 (2015CW3080) DISTRICT COURT, WATER DIVISION 5, COLORADO, 109 8th Street, Glenwood Springs, CO 81601. CONCERNING THE APPLICATION FOR WATER RIGHTS OF BCP-ARR WATER, LLC, IN EAGLE COUNTY, COLORADO. APPLICATION FOR A FINDING OF REASONABLE DILIGENCE AND CHANGE OF WATER RIGHTS. 1. Name, address, and telephone number of Applicant: BCP-ARR Water, LLC Attn: Chad Brue 1144 15th Street, Suite 2650 Denver, Colorado 80202 **2. Name of structures:** Confluence Reservoir and East Brush Creek Confluence Ditch. (the “Subject Water Rights”). **3. Description of the Subject Water Rights.** 3.1. Date of original decree: Adjudicated October 27, 1980, Water Division 5, Case No. W-3660. 3.2. Subsequent decrees: 84CW309, 88CW340; 95CW17; 01CW159 (filed by Adam’s Rib Recreational Area, as Adam’s Rib Ranch Corp. commonly does business under this name); 08CW48 (Adam’s Rib Recreational Area), 15CW3080. 3.3. Legal description: The right abutment of the Confluence Reservoir is in the SW¼ of the NW¼ Section 18, T6S., R83W. of the 6th P.M. at a point whence the Northeast Corner of said Section 18 bears N. 72°30’E. a distance of 6,100 feet. The supplemental legal description provides that the point of the right abutment is in the SW1/4 of the NW1/4 of Section 18, T6S, R83W of the 6th P.M. 3290 feet from the South section line and 5790 feet from the East section line. The location of the Subject Water Right is shown on the map attached as Figure 1. **3.4. Source: 3.4.1. Confluence Reservoir: West Brush Creek and East Brush Creek through the East Brush Creek Confluence Ditch, tributary to Brush Creek, tributary to the Eagle River.** 3.4.2. East Brush Creek Confluence Ditch: East Brush Creek, tributary to Brush Creek, tributary to the Eagle River. 3.5 Date of appropriation: December 1, 1977. 3.6. Amount: 3.6.1. 720 acre-feet (“AF”) are decreed to Confluence Reservoir, including 360 AF (conditional) owned by the Applicant. 3.6.2. East Brush Creek Confluence Ditch: 10 cfs (conditional). 3.7. Uses: 3.7.1. Confluence Reservoir: irrigation, recreation, fish and wildlife propagation, commercial, all municipal uses, including domestic, industrial, mechanical, fire protection, power generation, and recreational purposes. Municipal uses may only be decreed absolute by a municipal or other quasi-governmental entity. 3.7.2. East Brush Creek Confluence Ditch: the purpose of the Ditch is to deliver water to the Confluence Reservoir for all decreed purposes. The East Brush Creek Confluence Ditch is a feeder ditch to deliver water from East Brush Creek into Confluence Reservoir. **4. Detailed outline of activity during the diligence period:** During the diligence period, Applicant has made substantial expenditures, including consultant, engineering, and legal costs, associated with developing the Subject Water Rights. This following summary of Applicant’s diligence activities is not exclusive and may be supplemented with additional evidence of these or of other diligence activities. 4.1. Applicant spent more than approximately \$14,000 in engineering fees and costs and more than \$6,500 in legal fees and costs evaluating potential storage locations and designs for Confluence Reservoir, evaluating the impacts and benefits of an additional non-potable irrigation supply on Abrika Properties, LLC’s (“Abrika”) property, and drafting and negotiating the lease with Abrika for use of the Subject Water Rights. **5. Claim for Change of Subject Water Rights.** Applicant seeks to change the point of diversion and place of use of the Subject Water Rights as follows. All other attributes of the Subject Water Rights will remain the same as have been decreed previously. **5.1.1. Proposed Change in Place of Use:** Applicant has executed a lease with Abrika which provides for the development and use of the Subject Water Rights on Abrika’s property, which is located at: LOTS 1 THROUGH 8, TRACTS A, B, C, D, H, X, RMF-3, RMF-4, ALLEY-1, HAYMEADOW, FILING 1, ACCORDING TO THE PLAT RECORDED MAY 24, 2019 UNDER RECEPTION NO. 201907561, COUNTY OF EAGLE, STATE OF COLORADO AND LOT Z1, HAYMEADOW CABIN PARCEL, ACCORDING TO THE PLAT RECORDED JULY 29, 2022 UNDER RECEPTION NO. 202212779, COUNTY OF EAGLE, STATE OF COLORADO AND LOTS 9 THROUGH 15 AND TRACT F, HAYMEADOW FILING 1, THIRD AMENDMENT, ACCORDING TO THE PLAT RECORDED OCTOBER 27, 2022 UNDER RECEPTION NO. 202217032, COUNTY OF EAGLE, STATE OF COLORADO. A map of the new location is attached as Figure 2. **5.1.2. Proposed Change in Points of Diversion.** Applicant seeks a change in the point of diversion for the Subject Water Rights. The changed points of diversion are four alternate points of diversion, described as follows and shown on Figure 2. **5.1.2.1. Confluence Point of Diversion.** This will be a new point of diversion on Brush Creek at the following location. The location information is in UTM format as follows: 5.1.2.1.1. UTM coordinates: 346787 Easting, 4387678 Northing 5.1.2.1.2. Zone 13; NAD 83 5.1.2.1.3. Source of UTM: Esri Aerial Imagery via ArcGIS 5.1.2.1.4. Accuracy of information displaced on GPS device: N/A 5.1.2.2. Wilkinson Ditch Point of Diversion. This is an existing structure and the location information in UTM format is as follows: 5.1.2.2.1. UTM coordinates: 347755 Easting, 4387463 Northing 5.1.2.2.2. Zone 13; NAD 83 5.1.2.2.3. Source of UTM: Esri Aerial Imagery via ArcGIS 5.1.2.2.4. Accuracy of information displaced on GPS device: N/A 5.1.2.3. Love & White Ditch Point of Diversion. This is an existing structure and the location information in UTM format is as follows: 5.1.2.3.1. UTM coordinates: 348496 Easting, 4386625 Northing 5.1.2.3.2. Zone 13; NAD 83 5.1.2.3.3. Source of UTM: Esri Aerial Imagery via ArcGIS 5.1.2.3.4. Accuracy of information displaced on GPS

device: N/A 5.1.2.4. Mathews Ditch Point of Diversion. This is an existing structure and the location information in UTM format is as follows: 5.1.2.4.1. UTM coordinates: 346567 Easting, 4387835 Northing 5.1.2.4.2. Zone 13; NAD 83 5.1.2.4.3. Source of UTM's: Esri Aerial Imagery via ArcGIS 5.1.2.4.4. Accuracy of information displaced on GPS device: N/A 5.1.3. Change amount: 5.1.3.1. Confluence Reservoir: 360 AF (conditional) owned by the Applicant. 5.1.3.2. East Brush Creek Confluence Ditch: 10 c.f.s. (conditional). 5.1.4. Source: 5.1.4.1. Confluence Reservoir: West Brush Creek and East Brush Creek through the East Brush Creek Confluence Ditch, tributary to Brush Creek, tributary to the Eagle River. 5.1.4.2. East Brush Creek Confluence Ditch: East Brush Creek, tributary to Brush Creek, tributary to the Eagle River. 5.1.5. Uses: 5.1.5.1. Confluence Reservoir: irrigation, recreation, fish and wildlife propagation, commercial, all municipal uses, including domestic, industrial, mechanical, fire protection, power generation, and recreational purposes. Municipal uses may only be decreed absolute by a municipal or other quasi-governmental entity. 5.1.5.2. East Brush Creek Confluence Ditch: the purpose of the Ditch is to deliver water to the Confluence Reservoir for all decreed purposes. The East Brush Creek Confluence Ditch is a feeder ditch to deliver water from East Brush Creek into Confluence Reservoir. 6. The land on which the subject structures are located, on which the water will be stored, or on which water will be placed to beneficial use is owned by: 6.1 Abrika Properties, LLC, 8250 SW 27th Ave., Ocala, FL 34476; 6.2 Eagle County Government, 500 Broadway, P.O. Box 850, Eagle, CO 81631; 6.3 Colorado Division of Parks and Wildlife, 1313 Sherman Street, 6th Floor, Denver, CO 80203; 6.4 United States Forest Service, 120 Midland Avenue, Suite 140 Glenwood Springs, CO 81601. WHEREFORE, Applicant requests: 1. A finding of reasonable diligence as to all of the Subject Water Rights; 2. A change of the location, place of use, and point of diversion of the Subject Water Rights; 3. Such other relief as the Court deems just and proper.

YOU ARE HEREBY NOTIFIED THAT YOU HAVE until the last day of JULY 2023 to file with the Water Clerk a verified Statement of Opposition setting forth facts as to why this application should not be granted or why it should be granted in part or on certain conditions. A copy of such statement of opposition must also be served upon the applicant or the applicant's attorney and an affidavit or certificate of such service shall be filed with the Water Clerk, as prescribed by Rule 5, CRCP. (Filing Fee: \$192.00) KATHY POWERS, Water Clerk, Water Division 5; 109 8th Street, Suite 104 Glenwood Springs, CO 81601.

14. PURSUANT TO C.R.S., §37-92-302, AS AMENDED, YOU ARE NOTIFIED THAT THE FOLLOWING PAGES COMPRISE A RESUME OF THE APPLICATIONS AND AMENDED APPLICATIONS FILED WITH THE WATER CLERK FOR WATER DIVISION 5 DURING THE MONTH OF MAY 2023. *The water right claimed by this application may affect in priority any water right claimed or heretofore adjudicated within this division and owners of affected rights must appear to object and protest within the time provided by statute or be forever barred.*

23CW3068 PITKIN COUNTY, ROARING FORK AND COLORADO RIVERS. Aspen Camp for the Deaf and Hard of Hearing c/o Johnston Van Arsdale Martin PLLC, 305 Gold Rivers Court, Ste 200 Basalt, 81621, (970) 922-2122. Application for Findings of Reasonable Diligence. Applicant seeks findings of reasonable diligence in the development of its cond. water rights decreed to the ADC Well No. 2, ADC Well No. 3, ADC Pump and Pipeline, and ADC Pond System ("Subject Water Rights"). The Subject Water Rights are decreed for use on Applicant's property located at 4862 Snowmass Creek Rd in Snowmass, CO. First claim. ADC Well No. 2. Original decree: 94CW372, entered on 6/7/1996, Div. 5. Subsequent decrees: 02CW133, 09CW44 and 16CW3109, Div. 5 Legal description: Original decreed location: A well situated in the SE1/4 SE1/4, Sec. 11, T9S R86W 6th PM, the proposed well being N. 51°49'00" W. 1,108 ft from the SE corner of said Sec. 11, Pitkin County. Distances from Sec. line and UTM coordinates: 750 ft from the S. Sec. line and 900 ft from the E. Sec. line. Northing 4349560.00, Easting 334411.35, Zone 13. Source: Trib. water from the alluvium of Snowmass Creek, trib. to the Roaring Fork River, trib. to the Colorado River. Approp. date: 11/18/1994. Amount: 0.055 cfs (25 gpm), cond. Uses: Domestic, commercial school operations, irr., stockwatering, and fire protection purposes. Remarks: This water right will operate in conjunction with the plan for aug. decreed in 94CW373 as amended in 11CW196. Second claim. ADC Well No. 3. Original decree: 94CW372, entered on 5/28/1996, Div. 5. Subsequent decrees: 02CW132, 09CW46, and 16CW3109, Div. 5. Legal description: Original decreed location: NE1/4 of Sec. 14 T9S R86W 6th PM, the proposed well being S. 43°46'52" W. 1,710.9 ft from the NE corner of said Sec. 14, Pitkin County. Distances from Sec. lines and UTM coordinates: 1,400 ft from the N. Sec. line and 1,150 ft from the E. Sec. line. Northing 4348906.00, Easting 331056.30, Zone 13. Source: Trib. water from the alluvium of Snowmass Creek, trib. to the Roaring Fork River, trib. to the Colorado River. Approp. date: 11/18/1994. Amount: 0.055 cfs (25 gpm), cond. Uses: Domestic, commercial school operations, irr., stockwatering, and fire protection purposes. Remarks: This water right will operate in conjunction with the plan for aug. decreed in 94CW373 as amended in 11CW196. Third claim. ADC Pump and Pipeline. Original decree: 94CW371, entered on 5/28/1996, Div. 5. Subsequent decrees: 02CW140, 09CW45, 16CW3109, Div. 5. Legal description: Original decree location: A proposed p.o.d. situated in the NE1/4 of the NE1/4 of Sec. 14 T9S R86W 6th PM, the p.o.d. being S. 61°49'00" W. 1,279 ft from the NE corner of said Sec. 14. Distances from Sec. lines and UTM coordinates: 1,100 ft from the N. Sec. line and 1,075 ft from the E. Sec. line. Northing 4348997.00, Easting 331081.00, Zone 13. Source: Snowmass Creek, trib. to the Roaring Fork River, trib. to the Colorado River. Approp. date: 11/14/1994. Uses: Irr., pisc., rec., and for the delivery of water into storage in the ADC Pond System. Amounts: 0.1 cfs (45 gpm), of which 0.1 cfs is cond. for delivery of water into storage in the ADC Pond System; and 0.1 cfs is abs. for irr., pisc., and rec. uses (02CW140). Remarks: This water right will operate in conjunction with the plan for aug. decreed in 94CW373 as amended in 11CW196. Fourth claim. ADC Pond System. Original decree: 94CW371, entered on 5/28/1996, Div. 5. Subsequent decrees: 02CW140, 09CW45, 16CW3109, Div. 5. Legal description: Original decreed location: The ADC Pond System is a series of ponds, each of the ponds will be interconnected and no pond located more than 200ft from the next downstream pond. The legal description tie is to a location midway within the pond system as follows: A proposed pond situated in the SE1/4 SE1/4, Sec. 11, T9S R86W 6th PM, the center of said pond being N. 72°12'00" W. 1,138 from the SE corner of said Sec. 11, and a proposed pond situated in the SE1/4 SE1/4, Sec. 11, T9S R86W 6th PM, the center of said pond being N. 38°30'00" W. 1,272 ft from the SE

