

**Town Board of Trustees
Tuesday, February 12, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO**

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Meetings are also aired online at <https://vimeo.com/channels/Townofeagle/>.
Times listed are approximate and are subject to change.*

6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL

ADOPTION OF AGENDA *(Opportunity for amendment or deletions to this evenings agenda.)*

PUBLIC COMMENT - *Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person per topic unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to sign in.*

PRESENTATIONS

1. THOR – HRGreen - Brandy Reitter, Town Manager
2. Red Development Visioning Proposal – Brandy Reitter, Town Manager

CONSENT AGENDA *Consent agenda items are routine Town business, items which have received clear direction previously from the board, final land use file documents after the public hearing has been closed, or which do not require board deliberation. (5 Minutes)*

1. Minutes
2. Bill Pay
3. Resolution 12-2019 A Resolution Of The Board Of Trustees Of The Town Of Eagle, Colorado,
Authorizing Release Of The Remaining Funds In Escrow Due To Completion Of The Sylvan Lake
Roundabout Planned Unit Development, Frederick E. Tobias, P.E. Town Engineer

TOWN MANAGER AND DEPARTMENT UPDATE

1. Town Manager Update
2. Department Update
3. Lower Basin Water Treatment Plant Update, MWH Constructors
4. Eagle River Park, NV5

OLD BUSINESS

- EXECUTIVE SESSION (Optional)- To determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) as it relates to the Municipal Court Judge Finalist.
1. negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) as it relates to the Municipal Court Judge Finalist.

2. Municipal Court Judge Finalist, Brandy Reitter, Town Manager

NEW BUSINESS

1. Eagle County Housing Intergovernmental Agreement, Morgan Landers Community Development Director/Town Planner
Ordinance 04-2019 An Ordinance Of The Board Of Trustees Of The Town Of Eagle, Colorado
2. Amending Section 9.15.070 Of The Eagle Municipal Code Concerning The Consumption Of Beer And Wine In Designated Town Parks, Brandy Reitter, Town Manager
3. Ordinance 05-2019 Prohibit Photography and Videography in Areas of Public Buildings Where Notice is Posted, Brandy Reitter, Town Manager
4. Eagle Outside, EBikes, Jeremy Gross Marketing & Events

BOARD DISCUSSION AND FUTURE AGENDA ITEMS

1. NWCCOG Update, Anne McKibbin Mayor
2. Alternative Transportation on Sidewalks Discussion, Anne McKibbin Mayor
3. Eagle River Watershed Council, Anne McKibbin Mayor
4. Post Office, Anne McKibbin, Mayor

WORKSESSION

1. Economic Vitality & Town Revenues

ADJOURN

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 - TOEE – ((TOEEWireless))

PROJECT THOR ANALYSIS

FEBRUARY 12, 2018

HR GREEN FIBER & BROADBAND SERVICES

Strategic Policy Development & Implementation	Core Equipment Architecture & Design
Regional Collaboration	Master Planning & Engineering
Operational Modeling	Business Model Assessment
Telecommunications Colocation Consulting	Grant Writing & Administration
Regulatory Compliance	Business Case Needs Assessment
Project / Program Management	Market Assessment
Construction Management	Telecommunications Network Design

EXCEPTIONAL SERVICE

90% OF OUR BUSINESS
COMES FROM
EXISTING CLIENTS

78% OF OUR STAFF
HAVE AN AVERAGE OF

**18 YEARS OF
EXPERIENCE**

WORKING FOR THE PUBLIC SECTOR

HR GREEN ENGAGEMENT GOALS - THOR

Create Financial Model To Validate Thor Decisions

- Conduct Community Interviews
- Create & Adjust Financial Models
- Evaluate Sustainability of Financial Models
- Facilitate Organizational Structure Discussions



THE BUSINESS PLAN

Network Design & Capital Expense

CAPITAL EXPENSE MODELS

- Validated Anchor Institution Intentions
 - Participation Interest is High
 - Validated Potential Revenues &
 - Contract End Dates
- Created Network Design & CapEx Projections for Buildout
 - Network Design to Serve Identified Anchor Institutions
 - Initial Design was 100% Underground
 - Current Recommendation is Hybrid Network Design
 - Two Potential Architectures
 - Model 1 – Two MMC (Gypsum **and** Eagle)
 - Model 2 – Eagle MMC Only (Hosting could be by Eagle or by County)

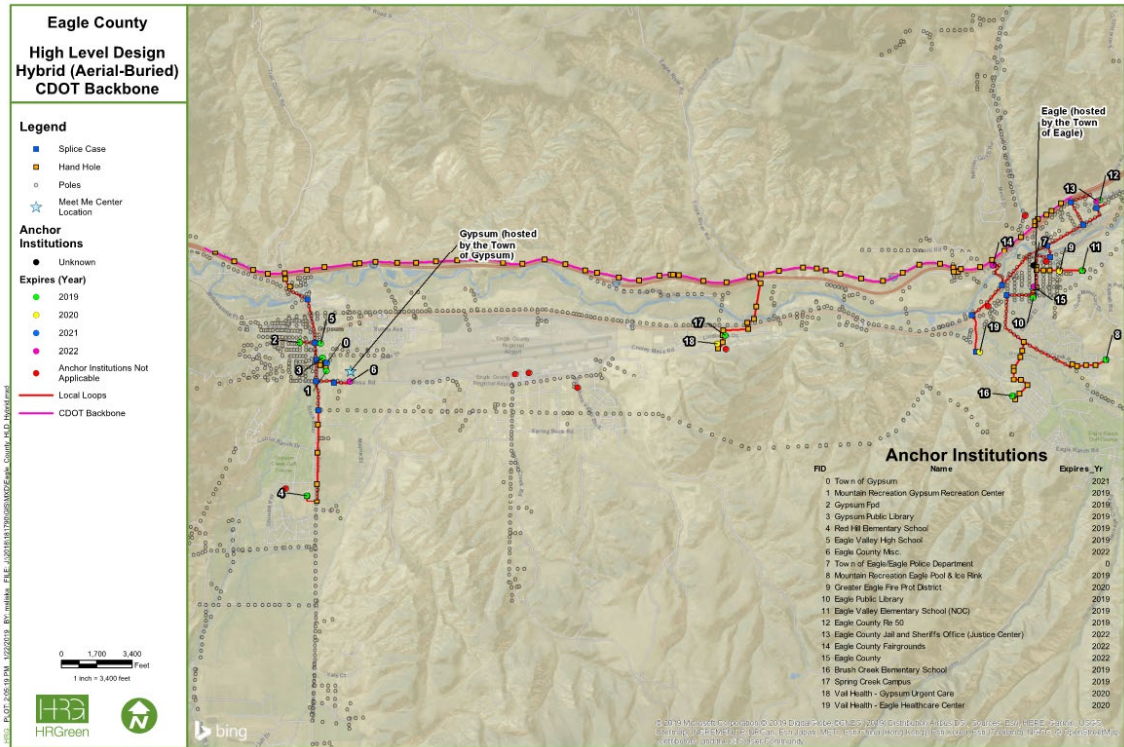
MEET ME CENTER BUILD - CAPEX

Site	Potential Cost	DOLA Match	Local CapEx
Gypsum MMC	\$512,333	\$237,875	\$274,458
Eagle MMC - Eagle	\$414,265	\$191,363	\$222,901
Eagle MMC - County	\$246,141	\$123,071	\$123,071

- Eagle MMC can be built in existing County facility, reducing local spend by \$100,000

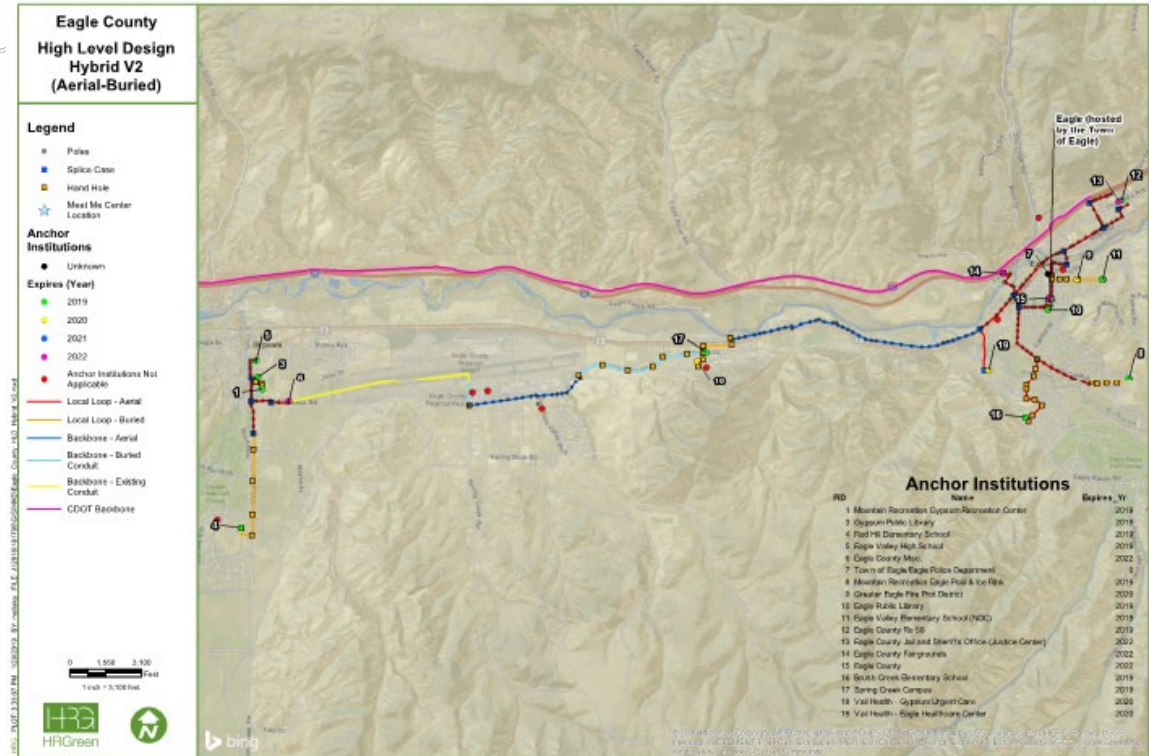
MODEL 1 – TWO MEET ME CENTER NETWORK

- Assumptions:
 - Underground/Aerial Hybrid Network
 - CDOT Fiber connects MMC distribution
 - 50% DOLA/Grant Funded



MODEL 2 – ONE MEET ME CENTER NETWORK

- Assumptions:
 - Underground/ Aerial /Existing Conduit Hybrid Network
 - Leverage Existing County Conduit
 - Backbone to Gypsum Anchors
 - 50% DOLA/Grant Funded



ANCHOR NETWORK BUILD - CAPEX

Model	Network Cost	DOLA Match	Local CapEx
Model 1 – Two MMC	\$1,123,229	\$561,614	\$561,614
Model 2 – Eagle MMC Only	\$1,543,368	\$771,734	\$771,734

- Utilizes Aerial where available and New & Existing Conduit Underground where not
- DOLA has indicated interest in funding via matching grants (up to 50% match)

CAPEX: TOTAL NETWORK BUILD

Model 1 – Two MMC	Revised Cost	Revised Match	Local Capital Expense
Eagle MMC	\$246,141	\$123,071	\$123,071
Gypsum MMC	\$512,333	\$237,875	\$274,458
Network Build	\$1,123,229	\$561,615	\$561,615
Total CapEx	\$1,881,703	\$922,561	\$959,144

Model 2 – One MMC	Revised Cost	Revised Match	Local Capital Expense
Eagle MMC (County Facility)	\$246,141	\$123,071	\$123,071
Network Build	\$1,543,468	\$771,734	\$771,734
Total CapEx	\$1,789,609	\$894,805	\$894,805

- Installation at Town of Eagle Adds ~\$100,000 in Local CapEx Spend



THE BUSINESS PLAN

Revenues & P&L Statement

ANCHOR INSTITUTION REACTION TO THOR

- Anchor Institutions are Very Supportive
 - Current Dissatisfaction with Providers
 - Pricing and Service are Challenges
 - Focused on Community Improvements
 - Being Part of a Larger Solution
 - Regional Economic Development
 - Improved Availability of Access

ANCHOR INSTITUTION – SIGNIFICANT SAVINGS

- Pricing structure:
 - Increases Bandwidth
 - Decreases Cost ~40%

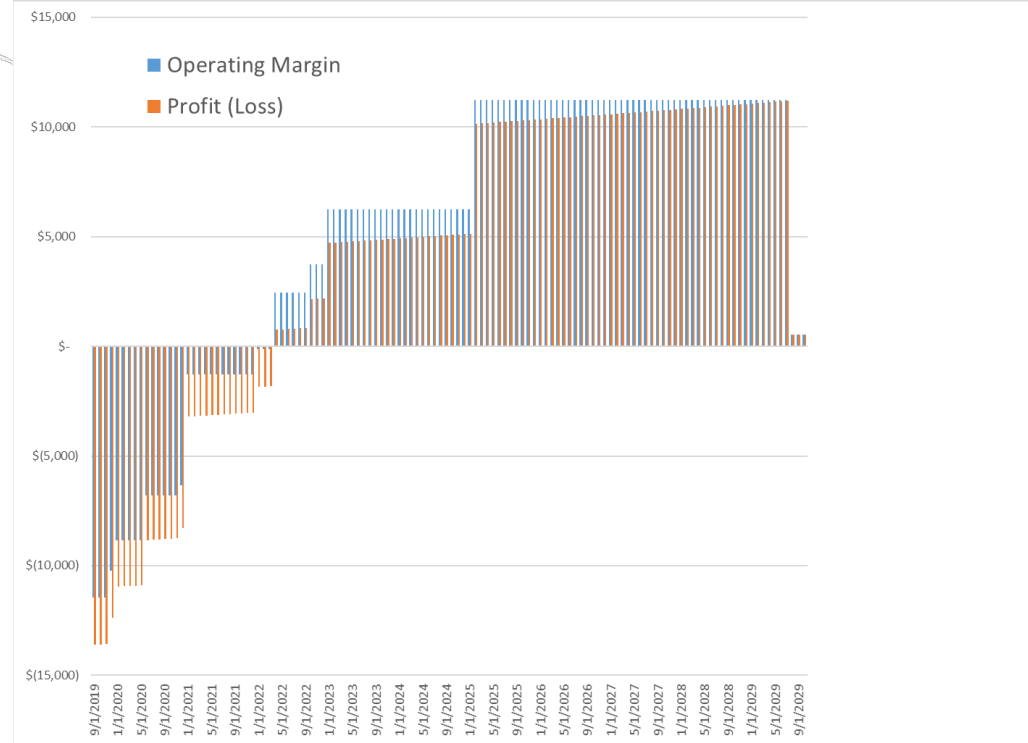
	Anchor's Current Charges			Charges	
	Current Bandwidth (Mbps)	Total Current Charges	Expiration Date	Potential THOR Bandwidth (Mbps)	Projected Monthly Charges
Anchor Institution Charges					
Eagle County	2,000	\$ 3,411	3/1/2022	2,100	\$ 2,520
Eagle County Library System	40	\$ 2,132	6/30/2019	1,000	\$ 1,200
Eagle Fire District	80	\$ 510	11/30/2020	100	\$ 120
Mountain Recreation District	100	\$ 1,910	12/31/2019	1,300	\$ 1,560
Town of Eagle	200	\$ 3,160	12/1/2020	1,500	\$ 1,800
Vail Health	300	\$ 2,640	5/31/2020	1,500	\$ 1,800
Gypsum Fire District	20	\$ 428	1/1/2019	100	\$ 120
Town of Gypsum	110	\$ 1,384	12/13/2021	600	\$ 720
Eagle County Schools	5,600	\$ 12,177	6/30/2019	6,000	\$ 7,200
Totals	8,450	\$ 27,752		14,200	\$ 17,040

REVENUE & OPERATING ASSUMPTIONS

- Two Revenue Types
 - Anchor Institution Revenues
 - CapEx Contribution
 - Anchors Pay Savings Until Debt is Retired
 - Full Price Savings After Debt is Retired
- Private Revenues Are Not Included (But Can Be)
- Assumes all Anchors will Join
- Network Operator Contracted to Operate Asset

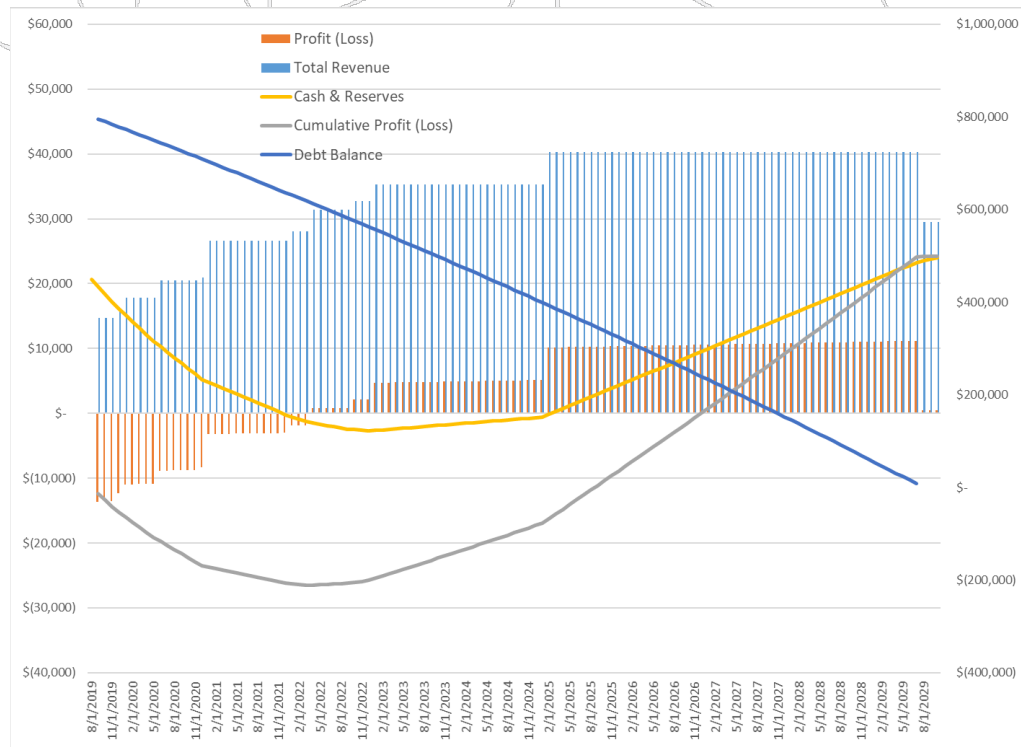
ECBA OPERATING REVENUES – MODEL ONE

- Cash Flow Positive
Jan, 2023



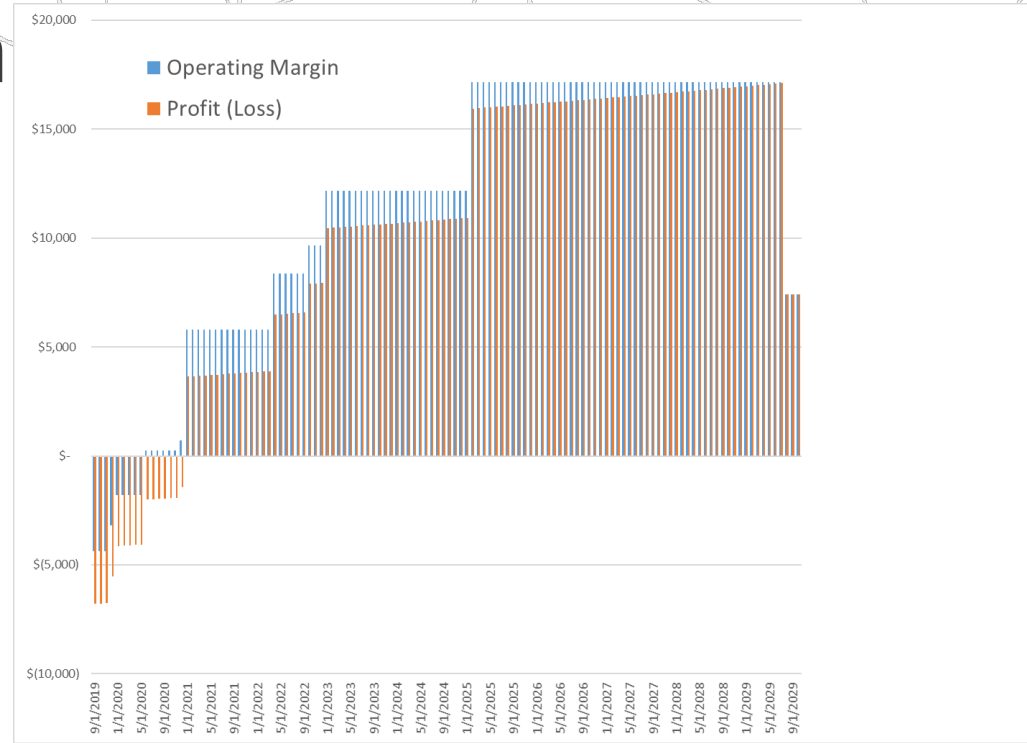
ECBA CASH FLOWS – MODEL ONE

- Assumptions:
 - \$450,000 Capital Infusion
 - \$801,405 Debt Financed
 - 10 Year/3.25% Interest
- Debt: Retired 2029 or prepay in 2026
- \$450,000 End Cash Balance**



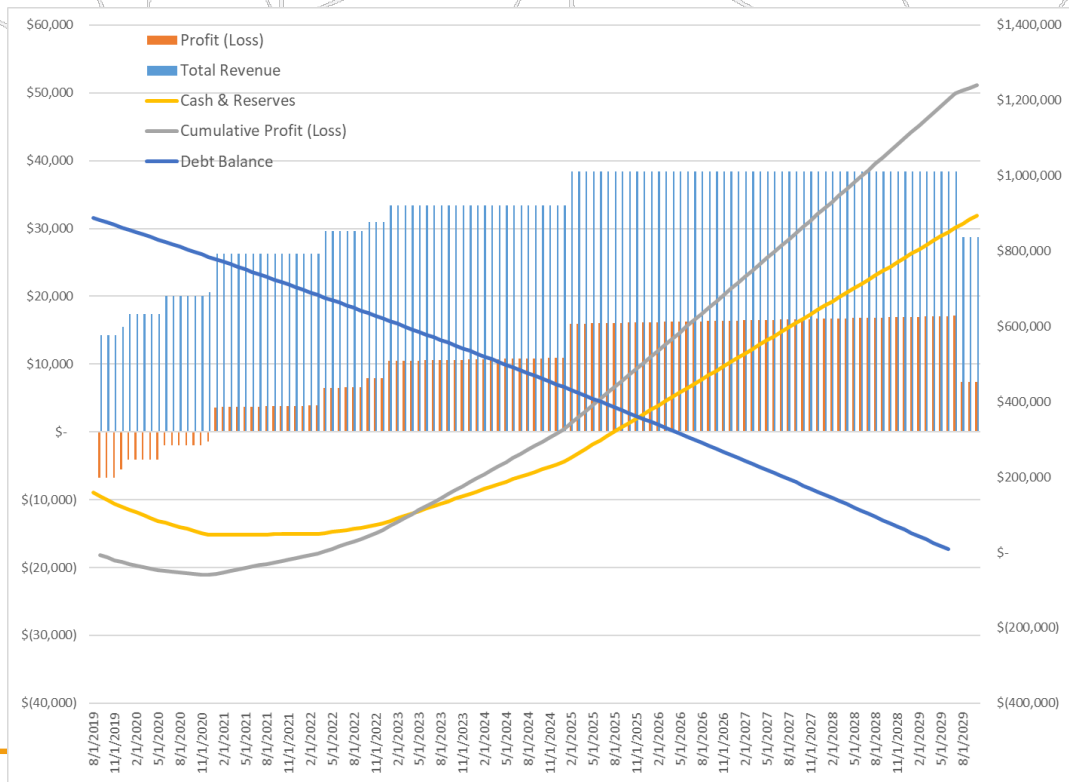
ECBA OPERATING REVENUES – MODEL TWO

- Elimination of Gypsum MMC reduces cost ~\$7,800/month
- Cash Flow Positive Jan, 2021



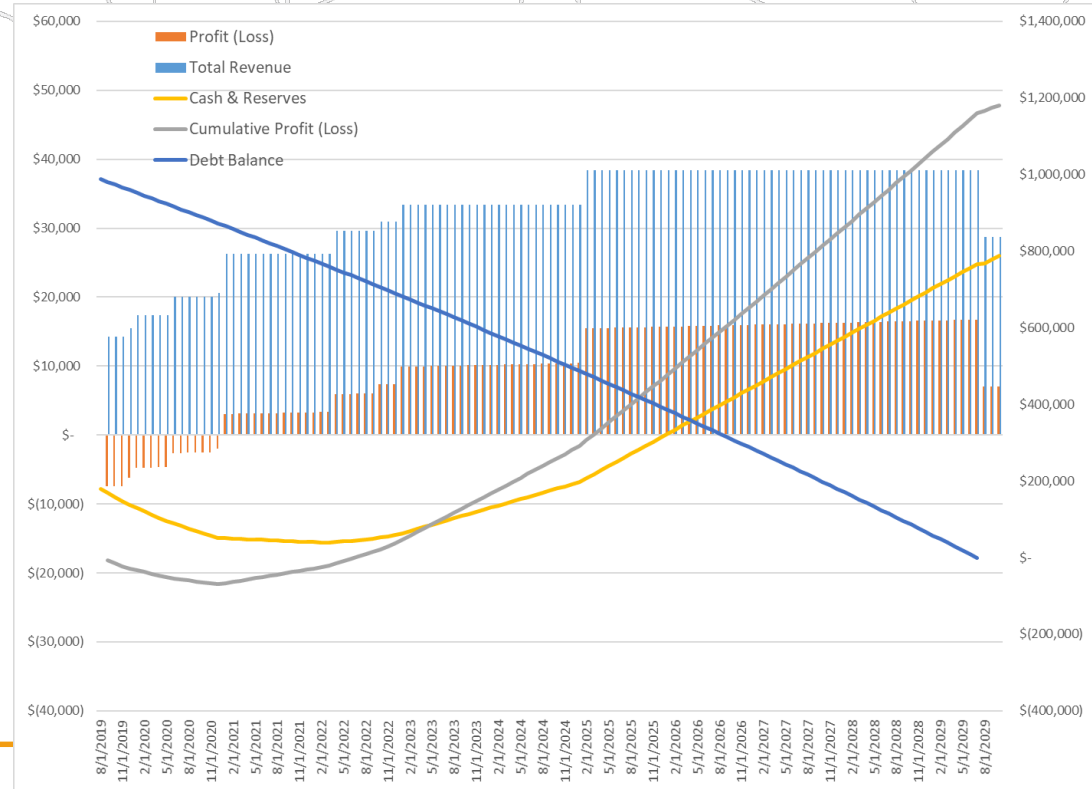
ECBA CASH FLOWS – MODEL TWO

- Assumptions:
 - \$160,000 Capital Infusion
 - \$894,805 Debt Financed
 - 10 Year/3.25% Interest
- Debt: Retired 2029 or prepay in 2025
- \$1,240,000 End Cash Balance**



ECBA CASH FLOWS – MODEL TWO (EAGLE OWNED)

- Assumptions:
 - \$180,000 Capital Infusion
 - \$994,635 Debt Financed
 - Meet Me Center
 - Network Buildout
 - 10 Year/3.25% Interest
- Debt: Retired 2029 or prepay in 2026

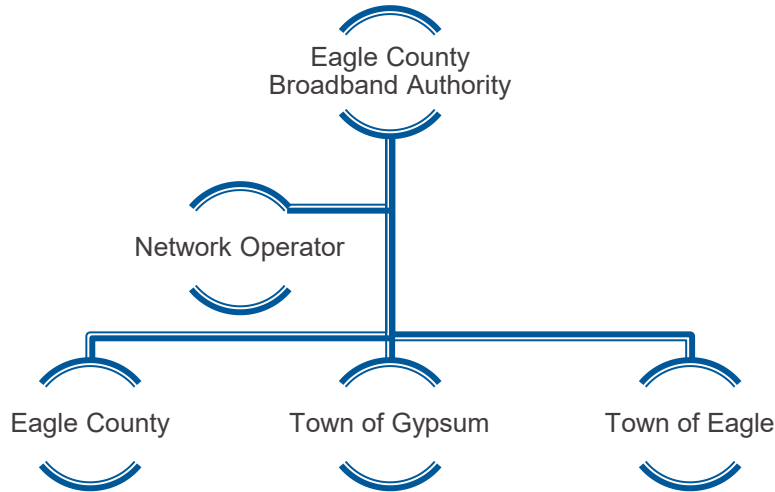




ORGANIZATION STRUCTURE

Partnerships & Organizing Alternatives

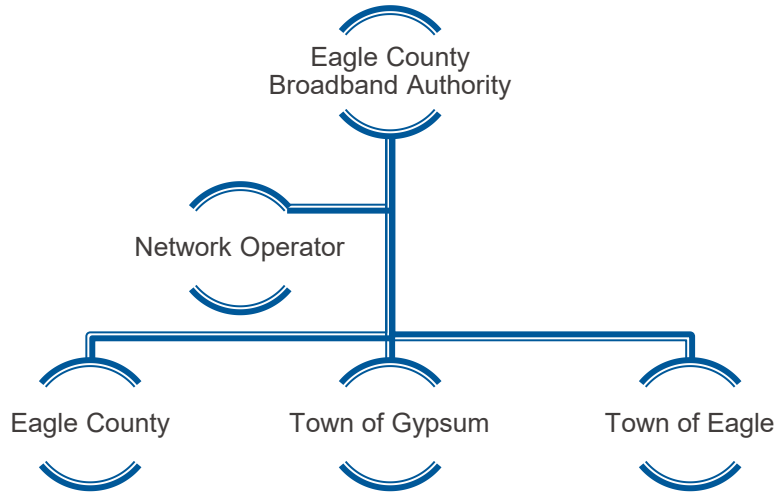
ORGANIZATIONAL STRUCTURE ASSUMPTIONS



Assumed Structure

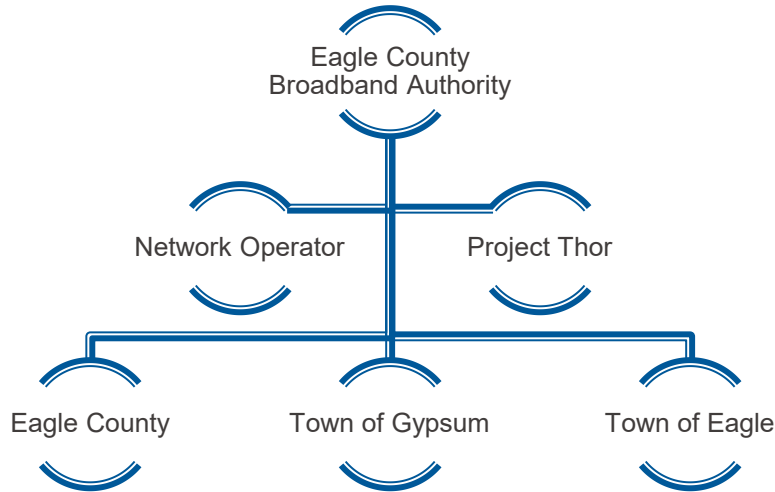
- Parent Organization (ECBA)
- Board Members (Anchors)
- Hire Network Operator

BOARD MEMBER ROLE/RESPONSIBILITY



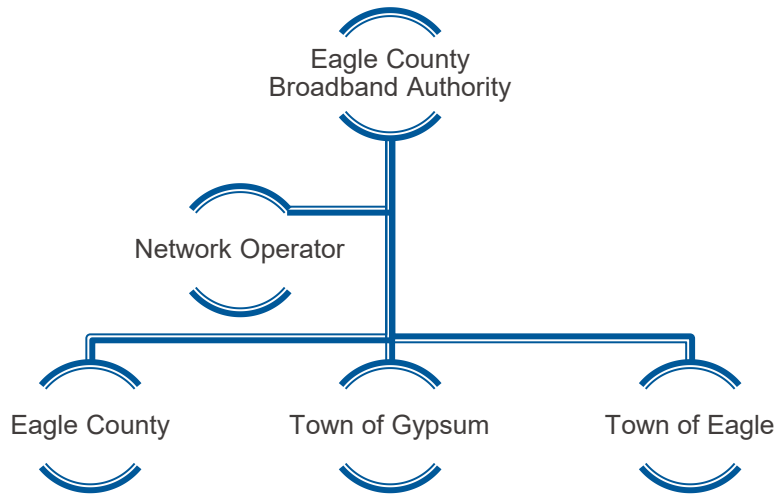
- Represent AI on ECBA Board
 - Rates
 - Structure
 - Direction
- Funding
 - Initial Funding
 - Backstop for Operations Shortfalls
 - Guarantees on Debt Service

ECBA ROLE/RESPONSIBILITIES



- Contract Holder
 - With Thor
 - With Network Operator
 - With Broadband Customers
- Debt Holder/Financing
- Oversee ECBA Strategy

NETWORK OPERATOR ROLE/RESPONSIBILITIES



- Manages Services
- New Customer Acquisition
- Break/Fixes
- Customer Service
- Management of Operations



RISKS & OPPORTUNITIES

Our Path Forward

PARTICIPATION PROS & CONS

- Reduced Anchor Costs
- Facilitates Competition
- Reduced Retail Pricing
- Control of Network Operator
- Improved Speeds
- Improved Reliability
- Lower future cost of bandwidth
- Opportunity for Future Municipal Retail Broadband Services via Open Access
- Economic Development Impacts
- Socio Economic Impacts (Digital Divide)
- Unfair to Private Sector / Not Government's Role
- Community Already Well Served
- Operator/Service Failure
- Financial Failure/Debt Service

NETWORK MODEL 1 VS 2

- Model 2 Significantly Reduces OpEx Cost
 - Reduction of ~\$7,800/month
 - Simplification of technical architecture (less equipment)
- Model 2 Reduces Network Resiliency
 - Risk of Gypsum backbone cuts... Single Point Failure
 - No “Self-Healing” Ring/Path Available

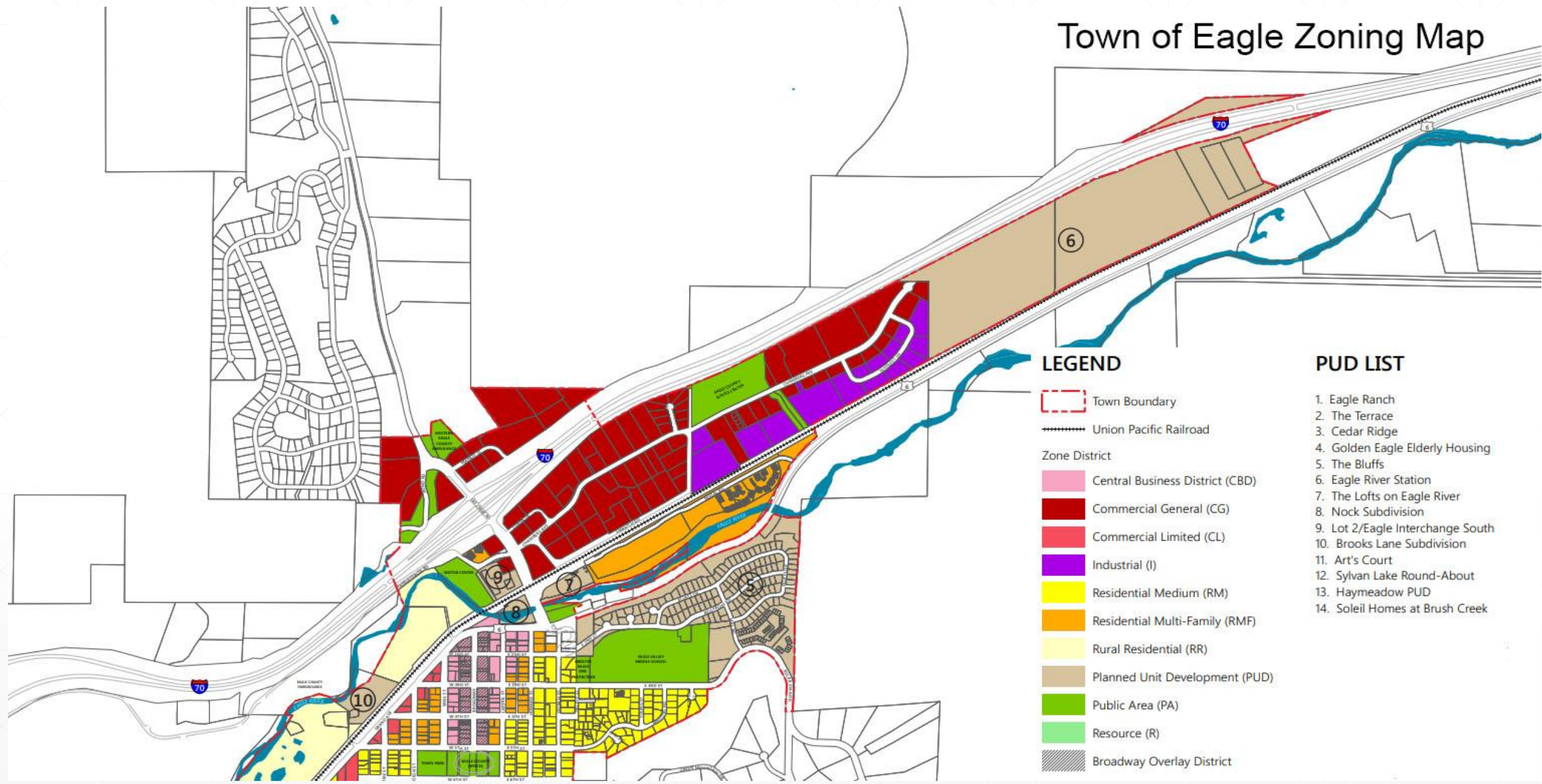
HOW TO PROCEED

- Establish Desired Participation
 - Board Member/Financial Participant
 - Service Consumer Participant
 - Non-Participant
- Establish Preferred Network Model

Red Development Visioning Proposal

Brandy Reitter, Town Manager

Town of Eagle Zoning Map



Request

- Staff would like for the BOT to agree on the process for initial review of high level use concepts for the Red Development property so that Foothills Development can include feedback in a future proposal.
- The request also includes feedback on the proper approach for the discussion:
 - BOT and P&Z joint work session
 - BOT work session – P&Z is invited
 - P&Z work session – BOT is invited

Purpose

- Set up feedback process and expectations early.
- Ownership of the process by all parties.
- Efficiencies gained through good communication.
- Mitigates risk for all parties.
- Better outcomes for the developer and community.

How Did We Get Here

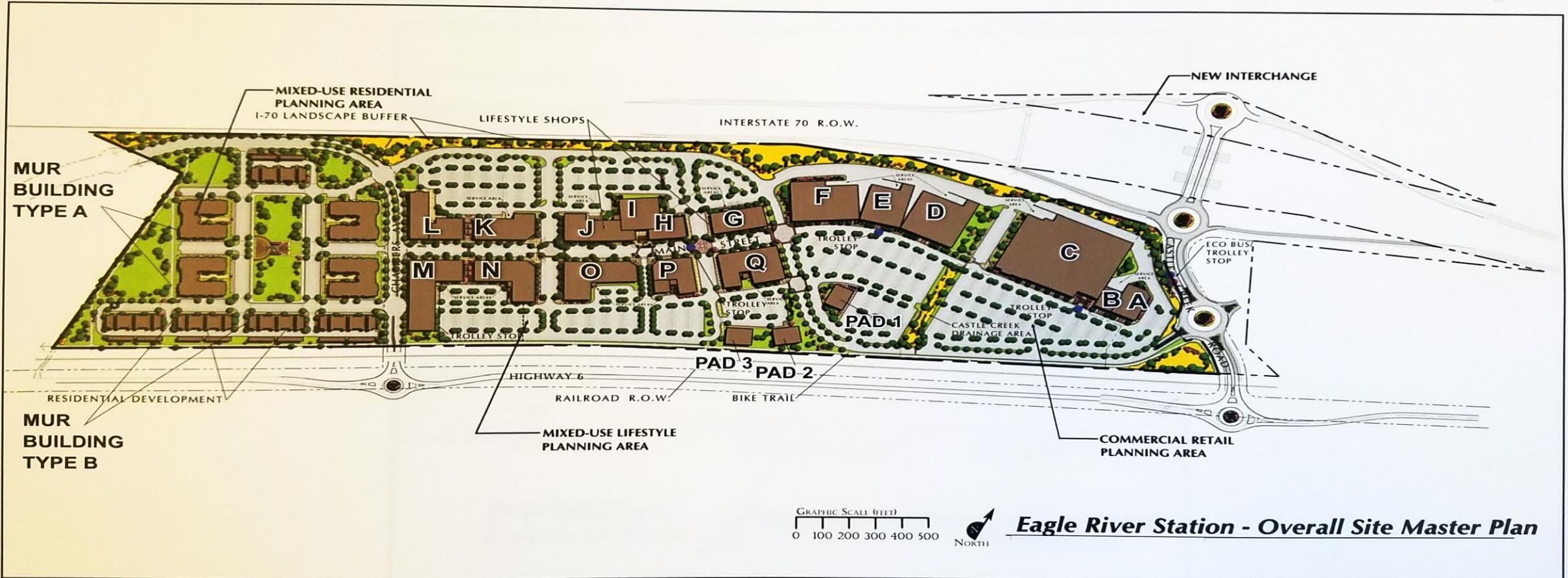
- Property purchased from Merv Lapin by RED Development, annexed into town Sept. 15, 2006.
- This project was slated to be a PUD commercial-centric development.
- Mixed use, commercial center, multi-family residential in a lifestyle center PUD.
- The initial referenda failed in 2010.

How Did We Get Here

- Amendment of the zone district happened, approving the PUD, creating the Metro District and TIF plan for financing, as well as CDOT and Railroad access rights-of-way.
- RED development submitted the second Eagle River Station plan 5-15-09, which was then approved in 2012 after a public process.
- The real estate market crashed after this decision – there was also a big dip in big box retail development.



SITE MASTER PLAN



OVERALL MASTER PLAN



Where are We Now

Foothills Development is under contract to purchase from RED. The landscape has changed, however, due to the inaction since the last approval:

- The current development plan in place for the zone needs to be updated.
- Vested rights, TIF and entitlements have expired.
- Requirements have changed for what may qualify as 'blight', impacting the financing structure for the 2009 plan.
- PUC rights-of-way for the railroad may not be recognized as they were not built when approved.
- Big-box retail stores are shrinking the number of locations - retail has changed.
- Market dynamics have changed for residential and commercial projects.

Public Process Option One

BOT to give feedback on current proposal only - Public-private partnership:

Pros

- Town has an opportunity to give input to help guide the development process.
- Insures effective communication and efficient process through shared expectations.
- The process is shorter for the developer.

Cons

- Town is only reacting to the proposal, therefore input on strategic priorities will not be part of the upfront discussion.
 - Lack of strategic priority discussion might cause delays later in the process.
 - There is a risk to the town for a one-sided conversation.
-

Public Process Option Two

BOT gives feedback on current proposal plus strategic priorities – Work with developer on feedback on their ideas as well as give the BOT an opportunity to share the strategic vision for the property.

Pros

- The process is an equal exchange of ideas by both parties that includes the strategic vision.
- Input will help guide the development process.
- Communication will create an efficient process through shared expectations for the proposal.
- Mitigates some unknown risks for both parties.

Cons

- This process could take a little longer to get through because of extra step.

Public Process Option Three

BOT partners on a subarea plan for the property

Pros

- Equal exchange of ideas by both parties that includes the strategic vision and input from the community.
- Input will help guide the development process.
- Communication will create an efficient process through shared expectations for the proposal.
- Mitigates some unknown risks for all parties, including the community.

Cons

- Developer doesn't support this option.
 - The costs associated with plan are not budgeted.
 - The process takes more staff time for the developer.
 - There are risks associated with broader public input before scheduled hearings.
 - Duplicative process from the original Red Development proposal and regular public hearings.
-

Public Process Option Four

Do nothing - The BOT would give no input ahead of time and the developer would move forward with their proposal as is. Foothills Development would go under a traditional PUD review.

Pros

- Most efficient and cost effective process for all parties involved.

Cons

- The lack of feedback results in guessing what the expectations are.
- Lack of feedback will cause delays for all parties later in the process.
- Creates more risk for all parties.
- Lack of transparency early might result in trust issues later.
- Lack of communication could cause confusion for all parties.

BOT Action

1. Determine approach for discussion.
2. Motion to approve one of the following:
 - BOT give feedback on the current proposal only.
 - BOT give feedback on current proposal plus desired uses of the project.
 - BOT and Foothills Development work together jointly on a subarea plan.
 - BOT doesn't give feedback at this time and proposal becomes part of the land use process.

Questions?



**Town Board of Trustees
Tuesday, January 22, 2019
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO**

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Times listed are approximate and are subject to change.

TRUSTEES PRESENT

Anne McKibbin, Mayor
Kevin Brubeck, Mayor Pro Tem
Scott Turnipseed
Matt Solomon
Paul Witt
Mikel "Pappy" Kerst
Andy Jessen

STAFF

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Jenny Rakow, Town Clerk
Morgan Landers, Town Planner/Comm Dev Director
Jill Kane, Finance Director/Treasurer
Jeremy Gross, Marketing and Events Manager
Colton Berck, Planner I
Deron Dirksen, Utility Manager
Bryon McGinnis, Public Works Director

6:00 PM – REGULAR MEETING CALLED to ORDER and ROLL CALL Mayor McKibbin noted for the record that all members were present for tonight's meeting.

ADOPTION OF AGENDA

The Executive Session with the Town's Water Attorney was moved on the Agenda to be heard after Presentations.

PUBLIC COMMENT

Mayor McKibbin opened Public Comment. There was no Public Comment.

PRESENTATION – Judge Allen Service Thank You

Mayor McKibbin and the Town Board presented Judge Allen with recognition for 20 years of service to the Town of Eagle. Judge Allen provided reflection on his service and thanked the Town for his opportunity to serve the community.

EXECUTIVE SESSION

MOTION: Trustee Solomon motioned to enter into Executive Session To hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) TOPICS: Haymeadow Water Discussion with Town Water Attorney Mary Elizabeth Geiger. Motion was seconded and PASSED unanimously. (6:10 p.m.)

Town Attorney Matt Mire certified for the record that the meeting was attorney client privileged and would not be recorded.

MOTION: Trustee Turnipseed motioned to exit the Executive Session and resume the Regular Meeting. Motion was seconded and PASSED unanimously. (6:23 p.m.)

Resolution 2019-11 A Resolution of The Board of Trustees of The Town of Eagle, Colorado Authorizing Town Staff to Take Certain Actions Regarding Town Water Rights.

MOTION: Trustee Solomon motioned to approve Resolution 2019-11 A Resolution of The Board of Trustees of The Town of Eagle, Colorado Authorizing Town Staff to Take Certain Actions Regarding Town Water Rights. Motion was seconded and PASSED unanimously.

CONSENT AGENDA

1. **Minutes** – January 8, 2019
2. **Resolution 05-2019** A Resolution of The Board of Trustees of The Town of Eagle, Colorado, Accepting Certain Public Improvements From 316 Wall Street Investment, LLC And Authorizing A Reduction in The Associated Performance Guarantee, Frederick E. Tobias, Town Engineer
3. **Resolution 06-2019** A Resolution of The Board of Trustees of The Town of Eagle, Colorado, Accepting Certain Public Improvements from Chambers Lofts, LLC And Authorizing A Reduction in The Associated Performance Guarantee, Frederick E. Tobias, Town Engineer
4. **Resolution 07-2019** A Resolution of The Board of Trustees of The Town of Eagle, Colorado, Reappointing Holli Snyder, Jeff Boyer, And Kim Bradley, And Appointing Yvonne Schwartz To the Town of Eagle Marketing and Events Committee, Jeremy Gross, Events and Marketing Manager
5. **Resolution 10-2019** A Resolution of The Board of Trustees of The Town of Eagle, Colorado, Adopting an Annexation Plan for The Town of Eagle, Colorado, Morgan Landers, Town Planner
6. **Audit Engagement Letter for Maggard & Hood PC**, Jill Kane, Finance Director/Treasurer

Trustee Solomon noted that the audio and video were not function and neither he nor Trustee Kerst were able to either view or listen to the meeting and requested that the Minutes be voted on separately.

MOTION: Trustee Turnipseed motioned to approve Item #1 of the Consent Agenda. Motion was seconded and PASSED with a vote of five (5) in favor (Jessen, Brubeck, McKibbin, Turnipseed and Witt) and two (2) abstain (Solomon and Kerst).

Trustee Brubeck inquired about the Resolution 05-2019 and the Performance Guarantee estimates. Town Engineer Fred Tobias provided information regarding how the estimate was modified due to revisions made during applicant meetings with Town Staff and work completed by the developer for a cost savings.

MOTION: Trustee Turnipseed motioned to approve Items #2-#6 of the Consent Agenda. Motion was seconded and PASSED unanimously.

TOWN MANAGER AND RIVER PARK UPDATE

Town Manager Update – Brandy noted that the Building Official position has been posted and closes February 3rd. SafeBuilt is performing services for our building department and we have extended the existing contract. Staff is hopeful that the budget for 2019 contract services will cover the in-house staff position.

Elevate Eagle has a planning week coming January 29-31 and we will be soliciting feedback on our comprehensive plan.

A feasibility study with Eagle County and Town of Gypsum is being conducted on broadband and we are planning a February 12th presentation with those results. NWCCOG will consider a contract for THOR before March. The Town Board will have an opportunity to review that contract in February.

Home Rule information has been posted to our website. Board Comment: request that Magellan provide both pros and cons for Home Rule polling.

Eagle River Park, NV5 – John Usury presented this item. Board Comments on the delay in purchasing of the rapid blocks. Modeling of the project is in progress and will determine how many rapid blocks will need to be purchased. The intent was to only purchase after the consultants have completed this research.

Change Order Request- Board Comment: would like the Town arborist to audit the plant list prior to approval. Town Attorney Matt Mire indicated the Board could approve the Change Order contingent upon satisfactory review by the arborist.

MOTION: Trustee Turnipseed motioned to approve Change Order #08 for Hobbs Excavating and Trusting Eagle River Park in the amount of \$169,006.95 contingent upon satisfactory review by the Town’s arborist. Motion was seconded and PASSED unanimously.

PUBLIC HEARING– QUASI JUDICIAL PROCEEDINGS

1. Project: 120 E. Third Street
File #: SU18-08
Applicant: Lisa Kunkel; Kit Austin – Pierce Architecture
Location: 120 East 3rd Street
Staff Contact: Colton Berck, Planner 1
Request: Special Use permit for ground floor residential in the Central Business District (CBD).

Mayor McKibbin opened File #SU18-08.

Trustee Solomon noted for the record that he received a phone call from the applicant and discussed this with the Town’s Attorney. Trustee Solomon also recused himself on the letter sent on behalf of the Masonic Lodge adjacent to this property.

Colton Berck presented the file.

Mayor McKibbin solicited Board Comments, there were no comments.

Mayor McKibbin opened Public Comment. There was no Public Comment.

Mayor McKibbin closed Public Comment.

Resolution 08-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado Approving A Special Use Permit for A High Density, Multifamily Dwelling At 120 East Third Street.

MOTION: Trustee Turnipseed motioned to approve Resolution 08-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado Approving A Special Use Permit for A High Density, Multifamily Dwelling At 120 East Third Street. Motion was seconded and PASSED unanimously.

2. Project: 101 & 115 E. Second Street
File #: LLA18-07
Applicant: Bryan Desmond; Marcin Engineering, LLC
Location: 101 & 115 E. 2nd Street
Staff Contact: Colton Berck, Planner 1
Request: Lot Line Adjustment to remove the shared lot line between lots 18-20, block 19 of the Eagle Subdivision, creating a single lot.

Mayor McKibbin opened File #LLA18-07.

Colton Berck presented the file.

Board Comments: Inquiry regarding what the effect of a Town Board denial would have on this project. Town Attorney Matt Mire indicated that the effect would be the inability to obtain a Building Permit for this location. The project is considered approved. The process of confirming the Planning Commission's findings is following the Town Code process. The review criteria is limited in this instance and is the process written our Land Use Code.

Applicant Brian Desmond was present for this item and had no comments for the Board.

Mayor McKibbin opened Public Comment. There was no Public Comment.

Mayor McKibbin closed Public Comment.

Resolution 09-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado Approving A Lot Line Adjustment for Property Known as Town of Eagle, Block 19, Lots 19, 20, And A Portion of Lot 18.

MOTION: Trustee Turnipseed motioned to approve Resolution 09-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado Approving A Lot Line Adjustment for Property Known as Town of Eagle, Block 19, Lots 19, 20, And A Portion of Lot 18. Motion was seconded and PASSED unanimously.

OLD BUSINESS

2018 and 2019 Budget, Jill Kane, Finance Director

Ordinance 02-2019 An Ordinance Reappropriating Funds to The Various Funds and Spending Agencies, In the Amounts and For the Purpose as Set Forth Below for The Town of Eagle, Colorado For The 2018 Budget Year.

MOTION: Trusteed Turnipseed motioned to approve Ordinance 02-2019 An Ordinance Reappropriating Funds to The Various Funds and Spending Agencies, In the Amounts and For the Purpose as Set Forth Below for The Town of Eagle, Colorado For The 2018 Budget Year. Motion was seconded and PASSED unanimously.

2019 Budget – Adopting Final Certified Budget

MOTION: Trustee Turnipseed motioned to Certify the 2019 Budget as presented. Motion was seconded and PASSED unanimously.

NEW BUSINESS

Vail Honeywagon Recycling Proposal. Jennifer Collins, Shawn Bruckman, Brian XXX and Matt Donovan were present from Vail Honeywagon and Matt Scherr was present from Eagle County Landfill. A review of recycling options available and pros and cons for each was presented.

Board Comments: Asked if individual homeowners can sign up for different options, due to the discounts available under the Town's contract, the entire contract must participate in the recycling option chosen. The Town of Eagle is the only Town currently using dual stream, with a few exceptions. Other areas are doing single stream. The increase in rates was a concern, as the town has also recently increased water and sewer rates. Eagle County has initiated waste diversion as a goal to be 30% by 2030. The option Vail Honeywagon suggested was to open up the Town's yard waste facility to resident's outside of the Town limits to increase the diversion rate. A compost facility can be located in the Town at no charge, with participants paying for access. A poll of residents was discussed as an option to choose what is best for the entire community.

Mayor McKibbin reiterated the options the Town is currently interested in, which includes working with Town staff to find a suitable location for a compost drop off location. Staff will work with PR Studios on a plan to poll residents on the recycling options presented by Vail Honeywagon and use that information in any decision to change our current system.

BOARD DISCUSSION AND FUTURE AGENDA ITEMS

Joint Meeting with Town of Gypsum and Planning Commission – Staff will reach out to Gypsum and try and choose a suitable date on a regular meeting night.

Special Meetings may be scheduled for Planning Commission due to large files currently under review. It was suggested to look at the Comp Plan meeting schedule and coordinate a meeting centered around that discussion. Brandy will look at the schedule and send out dates for consideration.

Worksession Dates for 2019 – due to conflicts, staff will continue to look for suitable dates for Town Board to attend.

Trustee Solomon: the audio-visual system needs to be remedied. Alternatives should be considered.

Trustee Jessen will be absent from the February 12, 2019 meeting. Inquired about the dip on Capitol by the County Building. Bryon McGinnis stated he is not ready to dig into the street at this time, it is in our capital budget for 2020.

Trustee Turnipseed will not be at the February 12, 2019 meeting.

Trustee Witt stated the post office is out of post office boxes. We should see if they can attend a meeting to see what solutions are out there and what pressure the Town can provide to gain more boxes for upcoming development and current residents who are being told they cannot get a PO Box.

Mayor McKibbin will be gone for both the April 23, 2019 meeting and May 13, 2019.

EXECUTIVE SESSION

MOTION: Mayor McKibbin motioned to enter into Executive Session To hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) TOPICS: CenturyLink and Public Comment Procedures with Town Attorney Matt Mire. Motion was seconded and PASSED unanimously. (8:15 p.m.)

Town Attorney Matt Mire certified for the record that the meeting was attorney client privileged and would not be recorded.

MOTION: Mayor McKibbin motioned to exit Executive Session and resume the regular meeting. Motion was seconded and PASSED unanimously.

ADJOURN (8:40 p.m.)

APPROVED:

Anne McKibbin, Mayor

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
JANUARY 2019**

GENERAL FUND

General Government

Amazon Marketplace	Office Supplies	\$	65.33
Cintas Corporation	Office Supplies		11.01
Sandy's Office Supply	Office Supplies		14.05
Nationwide Office Furniture	Equipment		622.69
Association Of Climate Change Officers	Dues & Subscriptions		800.00
Colorado Municipal League	Dues & Subscriptions		4,685.00
Mail Chimp	Dues & Subscriptions		62.27
Northwest Colo Council Of Gov.	Dues & Subscriptions		4,999.00
Verizon Wireless, Bellevue	Utility Services		52.66
Employer's Council Services, Inc.	Town Manager Review		166.25
Hoffman, Parker, Wilson & Carberry PC	Legal		5,498.00
Limelight Hotel	Travel Expense		169.53
Petals Of Provence	Meeting Expense		81.43
Red Canyon Café	Meeting Expense		33.23
Civic Plus	Public Relations		3,850.73
CCCMA Conference	Tuition & Books		273.02
Colorado Government Services	Tuition & Books		25.22
PR Studio	Contract Payments		1,500.00
Total General Government		\$	22,909.42

General Administration

CST Properties LLC	Utility Refund	\$	6.96
Greater Eagle Fire Protection Dist.	Fire Impact Fees		3,721.11
Colorado State Treasurer	Unemployment Tax		2,562.53
Hartford, The	Health & Life Insurance Payable		1,516.84
Meritain Health	Health & Life Insurance Payable		28,191.50
MetLife	Vision Insurance Payable		620.72
Colorado Department Of Revenue	Misc Deductions Payable		300.00
Berdoulay, Karen	Facility Usage Deposit Refund		750.00
Chavez, Marcela	Facility Usage Deposit Refund		375.00
Eagle County Government	Facility Usage Deposit Refund		750.00
Lofts On Eagle River	Facility Usage Deposit Refund		375.00
Maldonado, Felicitas	Facility Usage Deposit Refund		375.00
Ramos, Gladis Ornelas	Facility Usage Deposit Refund		375.00
Walker Electric	Business License Refund		55.00
Walker Electric	Marketing Fee Refund		20.00
Meritain Health	Health & Life Insurance Payable		250.00
Amazon	Office Supplies		227.30
Cintas Corporation	Office Supplies		62.40
Sandy's Office Supply	Office Supplies		183.04
Fleet Services	Gas & Oil		18.39
Wayfair	Equipment		273.96

General Administration (Cont.)

Pitney Bowes	Communication & Transportation	\$	71.25
Colorado Mtn. News Media	Legal Notices		679.43
Costco	Dues & Subscriptions		70.09
U.S. Post Office	Dues & Subscriptions		92.00
Century Link	Utility Services		1,150.73
Chase Paymentech	CC Transaction Fees		1,175.78
Xpress Bill Pay	CC Transaction Fees		554.70
Caselle, Inc.	Computer Support		2,031.00
CDW Government	Computer Support		157.14
Civic Plus	Computer Support		16,937.50
Dusty Boot Steakhouse	Meeting Expense		1,149.57
Amy Arthur Packer	Tuition & Books		1,350.00
US Bank Equipment Finance	Contract Payments		407.13
Cirsa	Insurance - Pavilion		859.03
Total General Administration		\$	67,695.10

Community Development

Certified Mail Envelopes	Office Supplies	\$	88.64
Verizon Wireless, Bellevue	Utility Services		164.15
Garfield & Hecht, P.C.	Planning Reimbursable		1,485.00
Hoffman, Parker, Wilson & Carberry PC	Planning Reimbursable		2,125.00
Zoom.U.s	Computer Support		14.36
City Market	Meeting Expense		178.83
Safebuilt Inc.	Contract Services		9,000.00
US Bank Equipment Finance	Contract Payments		407.13
Total Community Development		\$	13,463.11

Municipal Court

CAMCA	Dues & Subscriptions		22.00
LC Language Connection	Consultant		75.00
Total Municipal Court		\$	97.00

Streets

Quill Corporation	Office Supplies		33.70
Alpine Lumber Co.	Repair & Maintenance Supplies		148.06
Blaze Cone Company	Repair & Maintenance Supplies		3,860.00
Ewing Trucking And Construction LLC	Repair & Maintenance Supplies		11,271.23
Lawson Products	Repair & Maintenance Supplies		334.55
PST Enterprises, Inc	Repair & Maintenance Supplies		32.97
Thompson Welding	Repair & Maintenance Supplies		214.30
United Rentals (North America) Inc	Repair & Maintenance Supplies		23.75
Valley Electric Supply Inc	Repair & Maintenance Supplies		937.85
Wylaco Supply Co	Repair & Maintenance Supplies		1,710.06
PST Enterprises, Inc	Vehicle Repair & Maintenance Supplies		629.37
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies		3,212.40
Wagner Equipment Co	Vehicle Repair & Maintenance Supplies		162.22

Streets (Cont.)

Collett Enterprises	Gas & Oil	\$	169.95
Fleet Services	Gas & Oil		600.99
PST Enterprises, Inc	Gas & Oil		251.82
Amazon	Equipment		57.29
Costco	Equipment		476.59
Blaze Cone Company	Communication & Transportation		912.00
Lawson Products	Communication & Transportation		24.59
Century Link	Utility Services		904.74
Holy Cross Energy	Utility Services		73.42
Verizon Wireless, Bellevue	Utility Services		88.90
All Seasons Rental- Hotsy	Repair & Maintenance Services		366.80
Eagle County Solid Waste & Recycling	Repair & Maintenance Services		10.00
Thompson Welding	Repair & Maintenance Services		15.00
Dirksen, Deron	Meeting Expense		117.14
Total Streets		\$	26,639.69

Public Safety

Alpine Lumber Co.	Office Supplies	\$	4.18
Batson's Corner Store	Office Supplies		4.97
Amazon	Operating Supplies		163.19
Sirchie Fingerprint Laboratories	Operating Supplies		240.09
Zazzle	Operating Supplies		250.61
Amazon	Uniforms		95.75
Sanders, Joshua	Uniforms		107.90
Scriver, Dominik	Uniforms		125.00
Tire Rack	Vehicle Repair & Maintenance Supplies		1,215.04
White Water Express Carwash	Vehicle Repair & Maintenance Supplies		64.04
Fleet Services	Gas & Oil		1,506.66
Batson'S Corner Store	School Resource Officer Supplies		6.21
Tactical Gear	Equipment		1,062.27
Federal Express Corp.	Communication & Transportation		32.60
Sirchie Fingerprint Laboratories	Communication & Transportation		29.01
US Post Office	Communication & Transportation		15.95
Colorado Law Enforcement Firearms	Dues & Subscriptions		24.64
Century Link	Utility Services		736.34
Hampton Inn	Travel Expense		85.26
Scriver, Dominik	Travel Expense		47.54
Moe's Original BBQ	Meeting Expense		104.90
Red Canyon Café	Meeting Expense		56.28
Safariland, LLC	Training & Travel - Grant		895.00
Calibre Press	Tuition & Books		8.62
Northwest Colo Council Of Gov.	Tuition & Books		25.00
Public Agency Training Council	Tuition & Books		700.00
Total Public Safety		\$	7,607.05

Buildings and Grounds

Quill Corporation	Office Supplies	\$	33.70
Alpine Lumber Co.	Repair & Maintenance Supplies		493.35
Amazon	Repair & Maintenance Supplies		6.70
Home Depot Credit Services	Repair & Maintenance Supplies		39.86
Paint Bucket	Repair & Maintenance Supplies		152.45
Skyline Mechanical, Inc.	Repair & Maintenance Supplies		260.00
Performance Automotive Center	Vehicle Repair & Maintenance Supplies		87.95
PST Enterprises, Inc	Vehicle Repair & Maintenance Supplies		5.96
Fleet Services	Gas & Oil		1,911.30
Amazon	Equipment		57.29
Black Hills Energy	Utility Services		4,817.41
Century Link	Utility Services		633.42
Holy Cross Energy	Utility Services		524.66
Verizon Wireless, Bellevue	Utility Services		52.72
Jerry-master Janitorial	Janitorial Maintenance Contract		2,158.00
Orkin - Grand Jct. Adm Ctr.	Repair & Maintenance Services		666.00
Performance Automotive Center	Repair & Maintenance Services		257.40
Sno-White Linen Rental	Repair & Maintenance Services		185.74
Vail Honeywagon	Repair & Maintenance Services		282.00
Thyssenkrupp Elevator Corp.	Contract Payments		638.90
Total Buildings and Grounds		\$	13,264.81

Information Center

Colorado Candy Kitchen	Supplies For Resale	\$	157.57
Meadow Gold Grand Junction	Supplies For Resale		39.00
Mike Luark	Supplies For Resale		235.00
Red Canyon Spice LLC	Supplies For Resale		73.00
Derived From Nature	Supplies For Consignment		49.20
Eagle County Historical Society	Supplies For Consignment		689.45
Fried, Mickey	Supplies For Consignment		87.75
Horn, Rena	Supplies For Consignment		10.80
Iglehart, Becky	Supplies For Consignment		36.00
Nature's Details Photography	Supplies For Consignment		248.25
New Song Corporation	Supplies For Consignment		84.00
Oliphant, John	Supplies For Consignment		114.75
Pamela Saden	Supplies For Consignment		1,013.48
Pocadot	Supplies For Consignment		115.05
Ramey, Corkie	Supplies For Consignment		14.30
Rasmussen, Carol Ann	Supplies For Consignment		20.40
Selcke, Jim	Supplies For Consignment		74.25
Teresa Hauser	Supplies For Consignment		81.00
Vandusen, Richard	Supplies For Consignment		24.86
White, Suzie	Supplies For Consignment		16.80
Williams, Sam	Supplies For Consignment		51.00
Colorado Department Of Revenue	Sales Tax		941.65
Colorado Mtn. News Media	Legal Advertising		431.00

Information Center (Cont.)

Century Link	Utility Services	\$	201.84
Total Information Center		\$	4,810.40

Marketing and Events

Amazon	Office Supplies	\$	82.35
Home Depot	Office Supplies		93.88
Signature Signs Inc	Vehicle Repair & Maintenance Supplies		100.00
ASCAP	Dues & Subscriptions		357.00
SESAC, Inc.	Dues & Subscriptions		438.00
Spotify	Dues & Subscriptions		10.42
Verizon Wireless, Bellevue	Utility Services		52.54
Signature Signs Inc	Repair & Maintenance Services		93.75
Further Faster Media, LLC	Media		3,650.26
Miles Partnership, LLLP	Media		510.00
City Market	Meeting Expense		17.94
Red Canyon Café	Meeting Expense		26.44
PR Studio	Public Relations		2,500.00
Further Faster Media, LLC	Contract Payments		916.67
City Market	Event Production		37.93
Costco	Event Production		17.21
Total Marketing and Events		\$	8,904.39

Engineering

Copy Plus	Office Supplies	\$	3.75
Quill Corporation	Office Supplies		33.71
Fleet Services	Gas & Oil		145.46
Amazon	Equipment		57.29
Costco	Equipment		476.59
Verizon Wireless, Bellevue	Utility Services		165.09
McDowell Engineering, LLC	Traffic Count		500.00
McDowell Engineering, LLC	Consultant		7,000.00
International Code Council	Tuition & Books		223.76
Total Engineering		\$	8,605.65

TOTAL GENERAL FUND

\$ 173,996.62

CAPITAL IMPROVEMENTS FUND

Wynton Homes	Use Tax Refund	\$	1,772.22
Dana Safety Supply, Inc.	Patrol Vehicle Deposit		15,000.00
TOTAL CAPITAL IMPROVEMENTS FUND		\$	16,772.22

WASTE WATER FUND

NexTrust Inc	Deposit	\$	367.00
Western Slope Supplies Inc	Office Supplies		14.90
Kubwater Resources, Inc.	Operating Supplies		3,255.78
American Mechanical Services	Repair & Maintenance Supplies		319.08

WASTE WATER FUND (Cont.)

D Jensen Electric	Repair & Maintenance Supplies	\$	161.20
Water Technology Group	Repair & Maintenance Supplies		14,385.00
Fleet Services	Gas & Oil		139.37
Amazon	Equipment		57.29
D Jensen Electric	Equipment		2,124.69
American Mechanical Services	Communication & Transportation		96.95
Federal Express Corp.	Communication & Transportation		144.32
Western Slope Supplies Inc	Communication & Transportation		3.50
Colorado Mtn. News Media	Legal Notices		102.66
Black Hills Energy	Utility Services		7,170.95
Century Link	Utility Services		515.17
Verizon Wireless, Bellevue	Utility Services		52.72
Veris Environmental LLC	Sludge Disposal		3,428.40
American Mechanical Services	Repair & Maintenance Services		353.50
Browns Hill Engineering	Repair & Maintenance Services		385.95
D Jensen Electric	Repair & Maintenance Services		255.00
Eagle River Water & Sanitation District	Testing & Permits		3,865.00
USDA Forest Service	Testing & Permits		147.83
American Mechanical Services	Contract Payments		770.00
G & S Tool Clinic, LLC	Pickup Truck		1,855.48
Grand Junction Pipe & Supply	Pickup Truck		588.88
Wylaco Supply Co	Pickup Truck		106.80
US Bank	Principal-WW Loan '07		305,778.00
US Bank	Debt Service Interest		75,533.75
US Bank	Debt Service Admin Fee		46,023.65
TOTAL WASTE WATER FUND		\$	468,002.82

WATER FUND

NexTrust Inc	Deposit	\$	367.00
Meritain Health	Health & Life Insurance Payable		854.12
Quill Corporation	Office Supplies		33.70
Chemtrade Chemicals Corporation	Operating Supplies		5,034.56
DPC Industries, Inc.	Operating Supplies		190.00
Nalco Chemical Co	Operating Supplies		6,147.14
Grand Junction Pipe & Supply	Repair & Maintenance Supplies		460.12
United Rentals (North America) Inc	Repair & Maintenance Supplies		24.76
Fleet Services	Gas & Oil		227.55
Amazon	Equipment		57.29
Wylaco Supply Co	Equipment		2,895.83
Federal Express Corp.	Communication & Transportation		89.80
Colorado Mtn. News Media	Legal Notices		67.95
American Water Works Association	Dues & Subscriptions		324.00
Northwest Colo Council Of Gov.	Dues & Subscriptions		1,857.00
Amerigas	Utility Services		2,945.56
Century Link	Utility Services		2,086.65
Holy Cross Energy	Utility Services		1,333.45

WATER FUND (Cont.)

Verizon Wireless, Bellevue	Utility Services	\$	157.88
Garfield & Hecht, P.C.	Legal		223.50
Eagle River Water & Sanitation District	Testing & Permits		400.00
USDA Forest Service	Testing & Permits		147.83
AASHTO Publications	Tuition & Books		371.70
Browns Hill Engineering	Contract Payments		2,972.00
PR Studio	Contract Payments		1,000.00
US Bank Equipment Finance	Contract Payments		407.13
G & S Tool Clinic, LLC	Pickup Truck		1,855.48
Grand Junction Pipe & Supply	Pickup Truck		588.88
Wylaco Supply Co	Pickup Truck		106.80
Schmueser, Gordon, Meyer Inc.	Lower Basin WTP Design		41,052.47
US Bank	LBWTP- CRWPDA 2018 Loan		312,596.50
US Bank	Debt Service Interest		166,753.16
TOTAL WATER FUND		\$	553,629.81

REFUSE FUND

NexTrust Inc	Deposit	\$	366.00
Vail Honeywagon	Contract Services		45,992.96
TOTAL REFUSE FUND		\$	46,358.96

SALES TAX CAPITAL IMPROVEMENT FUND

Colorado Analytical Laboratories Inc	Professional Services	\$	590.00
Alpine Engineering, Inc.	Design		5,622.83
S2O Design & Engineering	Design		23,921.12
Gore Range Surveying	Construction		577.50
Ground Engineering Consultants	Construction		1,054.00
Hobbs Excavating	Construction		240,240.56
JEV Construction Inc.	Construction		45,752.95
TOTAL SALES TAX CAPITAL IMPROVEMENT FUND		\$	317,758.96

TOTAL	\$	1,576,519.39
PAYROLL	\$	290,397.47
GRAND TOTAL	\$	1,866,916.86

OVERTIME SUMMARY

JANUARY OVERTIME	\$	21,716.23
YTD OVERTIME	\$	21,716.23
ANNUAL OVERTIME BUDGET	\$	92,152.00
PERCENTAGE OF BUDGET - YTD		23.57%



To: Mayor and Town Board of Trustees

From: Frederick E. Tobias, P.E., Town Engineer

Date: February 8, 2019

Agenda Item: Sylvan Lake Roundabout PUD (aka Eagle Landing at Brush Creek) – Release of Remaining 10% Performance Guarantee for Public Improvements

REQUEST AND INTRODUCTION:

Staff is requesting the Board of Trustees to review and approve the resolution to release the remaining 10% of funds in escrow for the portion of the sanitary sewer line that passed the 2-yr warranty inspection.

ANALYSIS:

The original developer, Eagle Sylvan, LLC constructed a portion of the required public sanitary sewer system improvements prior to selling the project to the current developer. This portion of public improvements was accepted by the Town in January 2017, and the performance guarantee reduced to 10%. The sanitary sewer line passed the required 2-yr warranty inspection in January 2019 and is eligible for release of the remaining 10% guarantee.

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

The remaining performance guarantee amount to be released is \$8,600.00.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Major Objective #8 – Improve Housing Availability and Affordability

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve the resolution authorizing release of the remaining funds in escrow.

ATTACHMENTS:

- Resolution
- Exhibit A

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 12
(Series of 2019)

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO, AUTHORIZING RELEASE OF THE REMAINING FUNDS IN ESCROW DUE
TO COMPLETION OF THE SYLVAN LAKE ROUNDABOUT PLANNED UNIT
DEVELOPMENT

WHEREAS, on or about January 10, 2017, the Board of Trustees approved a Development Improvements Agreement (the "DIA") for the Sylvan Lake Roundabout Planned Unit Development (the "Project");

WHEREAS, the DIA required Eagle Sylvan, LLC to construct certain public improvements and guarantee the construction and installation of such improvements;

WHEREAS, on or about January 24, 2017, the Town and the Developer entered into a Development Improvements Escrow and Disbursement Agreement (the "Escrow Agreement");

WHEREAS, pursuant to the Escrow Agreement, the Developer deposited \$91,300 (the "Escrow Funds") with a selected Escrow Agent;

WHEREAS, pursuant to Section 7.2 of the Escrow Agreement, upon completion of the improvements and final inspection and acceptance by the Town Engineer, the Board of Trustees may authorize a disbursement of all remaining Escrow Funds, except an amount equal to 10% of the total actual cost for construction and installation of the required improvements, which shall be retained by the Escrow Agent for a period of 24 months from the date of the resolution verifying the acceptance of the improvements;

WHEREAS, on or about January 20, 2017, the Town authorized an initial disbursement pursuant to Section 7.2 of the Escrow Agreement to Eagle Sylvan, LLC for the portion of the Project completed, as pictured in the "As-Builds-Sylvan Lake PUD 2YR Warranty", attached hereto as **Exhibit A**;

WHEREAS, on or about February 13, 2018, Eagle Sylvan, LLC sold the remainder of the Project to Gold Dust Capital Partners, LLC (the "Developer");

WHEREAS, on or about February 13, 2018, the Town and the Developer executed a First Amendment to the DIA, wherein the Developer assumed responsibility for constructing the remainder of the Project;

WHEREAS, on or about January 20, 2019, the warranty period set forth in the DIA expired for the portion of the Project completed by Eagle Sylvan, LLC; and

WHEREAS, on or about February 5, 2019, the Town Engineer inspected the Project and found no deficiencies and has recommended release of the remaining 10% held in escrow to Eagle Sylvan, LLC.

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

Section 1. Based on the foregoing recitals and the Town Engineer's recommendation, the Board hereby approves the release of the remaining funds held in escrow in the amount of \$8,600 to Eagle Sylvan, LLC.

INTRODUCED, READ, PASSED AND ADOPTED ON FEBRUARY 12, 2019.

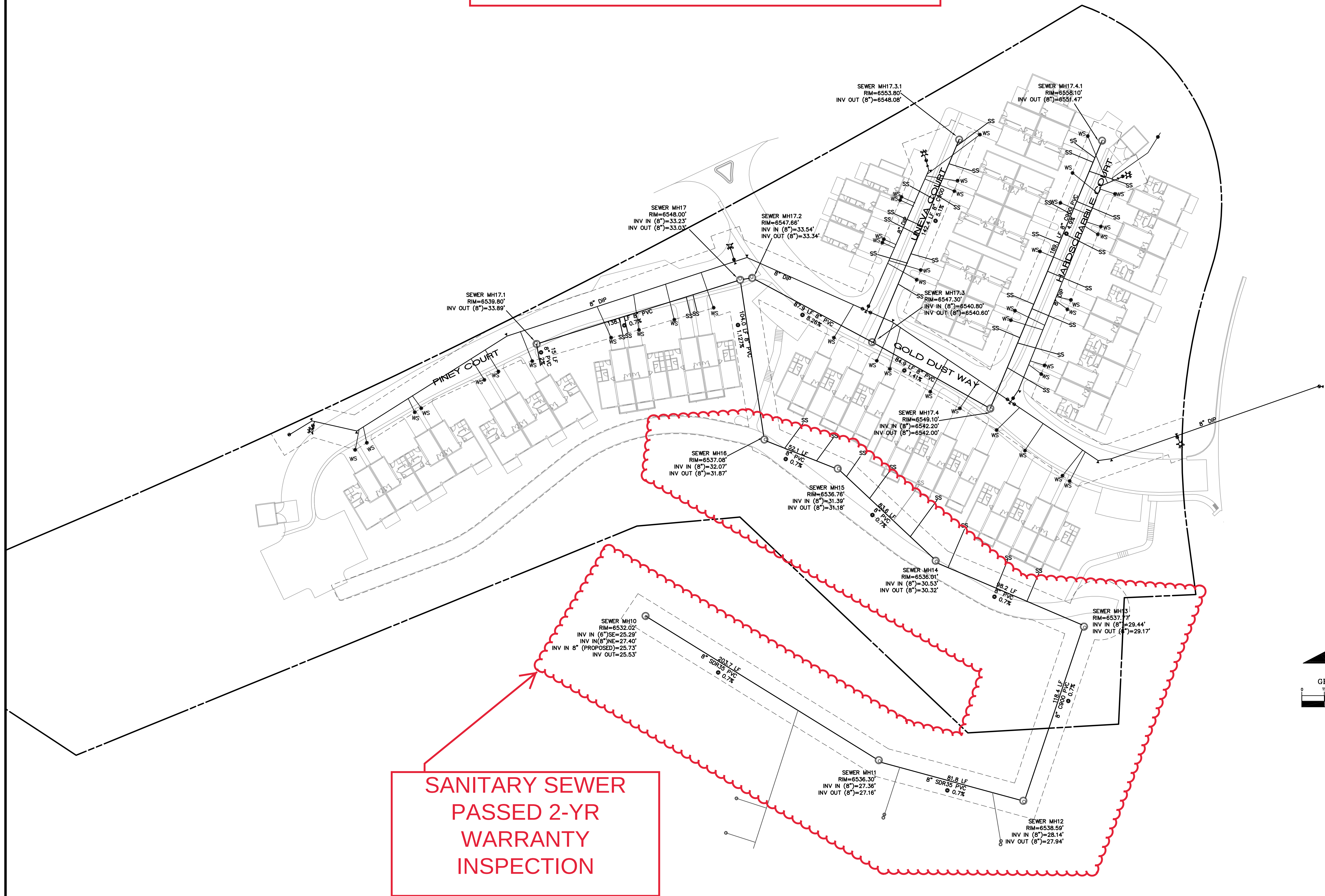
TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A



NO.	DATE	REVISIONS	BY
	11/17/2017	DEVELOPMENT PERMIT	MCW
	12/22/2017	TOWN COMMENTS	MCW
	3/14/2018	100% CONSTRUCTION DOCUMENTS	MCW
	3/22/2018	REV. BASEMENT ELEVATIONS-GH-JK	MCW
	5/08/2018	REMOVE PRIMARY ELEC REROUTE	MCW
DESIGNED	MCW		
DRAWN	MCW, RIF		
CHECKED	GLB		
JOB NO.	48445		
DATE	11-7-2017		



January 20, 2017

Andy Stenman
Construction Loan Disbursement Manager
Land Title Guarantee Company
5975 Greenwood Plaza Blvd.
Greenwood Village, CO 80111

Dear Andy Stenman

Eagle Sylvan, LLC has completed the installation of a sewer main associated with the Sylvan Lake Roundabout Planned Unit Development (also known as Sylvan Lake Circle Development Permit). Please see e-mail from Matt Wadey, Project Engineer for Developer.

Town of Eagle Public Works Department has inspected this public sewer and has indicated that it has been constructed to code. Please see attachment from Kevin Sharkey, Interim Town Engineer.

I have reviewed the amount of escrow disbursement request relative to the Phase 1 cost estimate for a portion of the work to be completed with respect to the project attached to the Disbursement Agreement and hereby approve the Developer's request to draw down the Escrow Amount by \$83,000. Based on earlier correspondence from you, there is \$91,600 deposited in the account for the first phase portion of the work required for this development. **The remaining escrow for this portion of work after disbursement will be \$8,600.** This request is pursuant to Section 7.1.a.ii of the Escrow and Disbursement.

In regards to conditional waiver of liability, I have received notification from Daniel Arrants of your office that the checks issued by Land Title have lien waiver language printed on them which requires a signature. In discussion with our Town Attorney, Ed Sands, this will satisfy the Town of Eagle.

Please proceed with the funding of a periodic construction draw in the amount of \$83,000 to the Developer.

Sincerely,

Thomas Boni
Town Planner



January 20, 2017

Mr. Tom Boni

Town of Eagle
Planning Department
PO Box 609
200 Broadway
Eagle, CO 81631

RE: Sylvan Lake Circle Sewer line Acceptance (Green Acres/backlot sewer sta 0+00 – 6+61.77)

Dear Tom,

Per your request, Alpine Engineering, Inc. the Engineer for the Sylvan Lake Circle project is confirming that the sanitary sewer main was installed from station 0+00 to station 6+61.77 in general conformance with the plans and specifications (approved plan set: 100% construction dated 8/2/2016).

The only deviation from the approved planset is the relocation of a manhole on Green Acres property from sta 2+07.67 to sta 1+87. This will be documented in asbuilts.

If you have any concerns or questions feel free to call.

Sincerely,

A handwritten signature in black ink that reads "Matt Wadey".

Matt Wadey, P.E.
Principal
Alpine Engineering Inc.



The Town of Eagle

Box 609 • Eagle, Colorado 81631
(970) 328-6354 • Fax 328-5203

Meetings:
2nd and 4th Tuesdays

MEMO

To: Tom Boni
CC: John Boyd, Dusty Walls
From: Kevin J. Sharkey
Date: January 20, 2017
Subject: Certification of Construction – Sylvan Circle

With this memo, I certify that the following sanitary sewer main construction has been installed at the Sylvan Lake Circle development. Furthermore, the main has been pressure tested and the video inspection is complete. Testing and inspection was witnessed and passed by the Town Inspector, John Boyd.

The sanitary sewer main being certified is the Green Acre Main and part of the Back Lot Main as labeled on the approved Sylvan Lake Circle construction plans, dated August 2016 from Station 0+00 to 6+61.77, including 7 manholes and approximately 662 linear feet of sanitary sewer main.

**TOWN OF EAGLE DEVELOPMENT IMPROVEMENTS
ESCROW AND DISBURSEMENT AGREEMENT**

THIS AGREEMENT is entered into on January 24, 2017, by and between THE TOWN OF EAGLE, COLORADO, a municipal corporation, whose address is Town Hall, 200 Broadway, P.O. Box 609, Eagle, Colorado 81631; and EAGLE SYLVAN, LLC a Colorado limited liability company, whose address is 11829 Ridge Parkway, No. 626, Broomfield Colorado 80021 ("Developer"); and LAND TITLE GUARANTEE COMPANY whose address is 1180 Capital St. Eagle, CO 81631 ("Escrow Agent")

RECITALS:

A. WHEREAS, the Town and Eagle Sylvan, LLC entered into a Development Improvements Agreement dated January 10, 2017 ("Development Improvements Agreement") containing terms and conditions regarding the development of certain property described as Sylvan Lake Round-About Planned Unit Development, Town of Eagle, County of Eagle, State of Colorado, and

B. WHEREAS, in accordance with the Development Improvements Agreement, Developer is required to construct the improvements (the "Improvements") described in the "Improvements Cost Estimate" attached as Exhibit A to this Agreement; and

C. WHEREAS, in accordance with the Development Improvements Agreement, Developer is required to deposit the sum of \$91,300.00 ("Escrow Funds"), an amount equal to one hundred ten percent (110%) of the estimated cost of constructing and installing the Improvements, to guarantee the construction and installation of such Improvements; and the Town and Developer have selected Escrow Agent to hold and disburse the Escrow Funds.

NOW, THEREFORE, in consideration of the recitals described above, the mutual covenants and conditions contained in this Escrow and Disbursement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town, Developer, and Escrow Agent agree as follows:

**SECTION 1
CONSTRUCTION OF IMPROVEMENTS**

Developer agrees to complete the construction and installation of the Improvements in accordance with all terms and conditions contained in the Development Improvements Agreement. Such construction and installation shall be at Developer's sole expense, subject to the reimbursements provided in this Agreement.

SECTION 2

FUNDS HELD IN ESCROW AND ADDITIONAL DEPOSITS

Concurrently with the execution of this Escrow and Disbursement Agreement, Developer shall deposit the sum of \$91,300.00 with Escrow Agent. Escrow Agent agrees to hold this amount in escrow and any additional amounts deposited in accordance with the terms of the Development Improvements Agreement. Any interest earned on the funds deposited shall belong to the Developer. By its execution hereof, Escrow Agent hereby acknowledges receipt of the sum of \$91,300.00 and its agreement to deposit such sums in same-day available funds pursuant to the terms of this Agreement. If at any time the Escrow Funds being held by Escrow Agent do not equal or exceed one hundred ten percent (110%) of the cost to complete the Improvements in accordance with this Agreement (which difference is referred to herein as the "Shortfall"), Developer shall make additional Escrow Funds in the amount of the Shortfall with Escrow Agent within ten (10) days of the determination of any Shortfall, and Escrow Agent shall hold the additional Escrow Funds in the manner described in this Agreement.

SECTION 3 DUTIES OF ESCROW AGENT

The duties of the Escrow Agent shall be as follows:

3.1 Disbursement of Funds. During the term of this Escrow and Disbursement Agreement, Escrow Agent shall hold and disburse the Escrow Funds strictly in accordance with the terms and provisions of this Escrow and Disbursement Agreement.

3.2 Limited Liability. The Town and Developer agree and acknowledge that Escrow Agent assumes no liability in connection with this Escrow and Disbursement Agreement except for gross negligence or willful misconduct; that Escrow Agent shall never be responsible for the validity, correctness or genuineness of any document or notice referred to in this Escrow and Disbursement Agreement; that Escrow Agent is under no duty or obligation to ascertain the identity, authority or rights of the other parties (or their agents) executing or delivering or purporting to execute or to deliver this Escrow and Disbursement Agreement or any documents, papers or payments deposited or called for under this Escrow and Disbursement Agreement; and that Escrow Agent may seek advice from its own legal counsel and shall be fully protected in any action taken by it in good faith in accordance with the opinion of its counsel.

3.3 Disputes. If Escrow Agent is unable to determine at any time to whom the Escrow Funds should be delivered, or if a dispute develops between the Town and the Developer concerning to whom the Escrow Funds should be delivered, then in such event, the Escrow Agent shall deliver the Escrow Funds in accordance with the joint written instructions of the Town and Developer. In the even such written instructions are not received by Escrow Agent within ten (10) days after Escrow Agent has issued a written request for instructions to the Town and Developer, Escrow Agent shall have the right to pay the Escrow Funds into the registry of the Eagle County District Court and interplead the Town and Developer. Escrow Agent shall then be fully discharged of any obligation in connection with this Escrow and Disbursement Agreement.

Escrow Agent shall be entitled to recover its reasonable attorneys' fees, related costs, and expenses from the Town and Developer in commencing such action.

SECTION 4
INDEMNIFICATION OF ESCROW AGENT

Town and Developer agree to indemnify and hold Escrow Agent harmless from and against all claims, actions, causes of action, judgments, damage, loss, liability, costs and expenses including, but not limited to, attorneys' fees, expenses, and court costs, arising out of or in any way resulting from the construction and installation of the required public improvements on the Property as required by the Development Improvements Agreement.

SECTION 5
PARTIES' CONSENT

The Town and Developer hereby expressly consent to the disbursement of funds and other conduct of the Escrow Agent as authorized by the provisions of this Escrow and Disbursement Agreement.

SECTION 6
ESCROW AGENT FEES

Any fees charged by the Escrow Agent shall be paid by the Developer.

SECTION 7
DISBURSEMENT OF ESCROW FUNDS

Escrow Agent shall disburse the Escrow Funds as follows:

7.1 Partial Disbursements.

(a) Periodic Construction Draws. Based upon complete applications and certificates for payment ("Applications for Payment") submitted to the Town and the Escrow Agent by the Developer as described below in Section 7.1(a)(ii), and provided same are not subject to a timely objection by the Town as provided below in Section 7.1(b) Escrow Agent shall fund periodic construction draws to Developer on account of the Improvements Cost Estimate in accordance with the following:

(i) Monthly Payments. The period covered by each Application for Payment shall be one full month ending on the last day of the month. Provided that a complete Application for Payment is received by the Town and Escrow Agent not later than the last day of a month, Escrow Agent shall make payment to the Developer not later than the fifteenth (15th) day of the following month.

(ii) Complete Application. Each Application shall contain: (1) a conditional lien waiver and release from the Developer and each subcontractor and supplier relating to all Improvements for which the Application for Payment is being made; (2) a certification of a professional engineer licensed by the State of Colorado ("Developer's Engineer"), which shall state that Developer's Engineer has inspected the improvements for which payment is requested; that the work has been completed in accordance with approved plans and specifications; and that the sum requested to be disbursed is reasonable and consistent with the Improvements Cost Estimate; (3) an approval of the subject draw request from the Town Engineer or the Town Planner; and (4) such other invoices or documentation as the Town may reasonably request. Developer shall not be entitled to distribution of any portion of the Escrow Funds other than with respect to the specific Improvements for which such Application for Payment applies, unless or until the Improvements is Complete (as defined below).

(iii) Payments. All disbursements from the Escrow Funds shall be made in the form of a joint check to Developer and the contractor or vendor, as applicable. Developer shall promptly discharge or cause to be discharged any mechanics' or materialmen's liens or claims of lien filed or otherwise asserted against the Property, the Improvements and any proceedings for the enforcement thereof, provided however, that Developer shall have the right to contest in good faith any such claim.

(iv) Review of Application for Payment. The Town shall have not less than ten (10) days from its receipt of the subject Application for Payment to provide Escrow Agent and the Developer with any written objection to disbursement, which objection shall be specific as to the objectionable item(s) and objectionable amount(s), so that the balance of the requested disbursement can be made by the Escrow Agent. If no such written objection is made, disbursement shall be made from the Escrow Funds to or on behalf of the Developer as set forth in the subject Application for Payment and herein. If a timely objection to disbursement is made, the Escrow Agent shall disburse all sums requested in the subject draw request, except those sums to which a timely objection has been made.

(b) Objections to Disbursement. Any written objection to disbursement made pursuant to this Section 7.1(b) shall be made in the Town's reasonable discretion, in good faith and shall be specific as to the objectionable item(s) and objectionable amount(s), such that the balance of the draw or withdrawal request may be funded by Escrow Agent as provided above in Section 7.1(a). Any written objection shall state with specificity the basis of the objection, and the actions which must be taken in order for the objection to be withdrawn. If the Town delivers an objection to an Application for Payment, the Town and Developer shall negotiate, both acting in a commercially reasonable manner, to resolve the objection. If the Town and Developer, both acting reasonably, are unable to reach a mutually acceptable resolution with respect to all of the Town's objections within fifteen (15) days after delivery of the Town's objection notice, such dispute shall be resolved as reasonably determined by the Town Engineer.

7.2 Disbursements Upon Completion of Improvements. Upon written certification by the Developer and the Town Engineer that the Developer has completed all of the required Development improvements in accordance with the Development Improvements Agreement, and that there are no liens, encumbrances or other restrictions on the improvements, and that such improvements have been inspected and approved by the Town Engineer or Public Works Director, the Town's Board of Trustees shall execute a resolution verifying the acceptance of the improvements and authorizing the Escrow Agent to disburse to the Developer all remaining funds except an amount equal to ten percent (10%) of the total actual cost for construction and installation of the required improvements, as certified by the Developer and the Town Engineer. The Escrow Agent shall then disburse all remaining funds except an amount equal to ten percent (10%) of the actual total cost for construction and installation of the required Development improvements, as certified by Developer and the Town Engineer, upon receiving such certification.

The remaining funds shall be retained by Escrow Agent for a period of twenty-four (24) months from the date of the Board of Trustees resolution verifying the acceptance of the improvements. Provided, however, during said period all or part of such funds shall be disbursed upon written certification by the Town Administrator or his designee that: any of the public improvements constructed by the Developer in accordance with the Development Improvements Agreement are defective in materials or workmanship; that following notice, the Developer has failed to perform the corrective work necessary to remedy such defects in accordance with the Development Improvements Agreement; and the Town, pursuant to the Development Improvement Agreement, is proceeding with the task of correcting the defective materials or work. Such Escrow Funds shall then be disbursed by Escrow Agent to the Town or other payee authorized by the Town in such amounts as designated by the Town.

7.3 Disbursements Upon Default. Upon written certification by the Town Administrator or his designee that: the Developer is in default under the Development Improvements Agreement and has failed to perform its obligations under such Agreement, in accordance with all plans, drawings, specifications, and other documents submitted to the Town, as approved, within the time period set forth in the Development Improvements Agreement, which default was not cured within 15 days after Developer's receipt of the Town's written notice of default; and that the Town, as agent for the Developer, is proceeding with the task of installing or completing the required public improvements on the Property, as specified in the Development Improvements Agreement, in whole or in part; the Escrow Agent shall then disburse Escrow Funds to the Town or other payee authorized by the Town, in such amounts as requested by the Town, and the Town shall then complete the Improvements.

SECTION 8 TERMINATION OF AGREEMENT

Upon the full completion of the construction and installation of the required improvements as designated in the Development Improvements Agreement; and upon expiration of the twenty-four (24) month warranty period set forth in the Development

Improvements Agreement, as certified by the Town Engineer or Town Planner, Escrow Agent shall disburse any remaining Escrow Funds to Developer and this Escrow and Disbursement Agreement shall then terminate, and no parties shall have any further rights, duties or obligations under this Escrow and Disbursement Agreement.

SECTION 9 MISCELLANEOUS PROVISIONS

9.1 Waiver of Defects. In executing this Escrow and Disbursement Agreement, the parties waive all rights they may have concerning defects, if any, of the form of this Agreement, the formalities whereby it is executed; and concerning the procedure, substance and form of the ordinances or resolutions adopting this Escrow and Disbursement Agreement.

9.2 Complete Agreement. This Escrow and Disbursement Agreement, together with the Development Improvements Agreement and Development Plan, contain all of the understandings, conditions and agreements between the Town and the Developer relating to the escrow and disbursement of funds for the construction and installation of the required Development improvements, and no other prior or current representation, oral or written, shall be effective or binding upon the Town and Developer.

9.3 Attorneys' Fees. In the event that any action is filed or maintained by any party in relation to this Escrow and Disbursement Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorneys' fees (including legal assistant's fees) or the reasonable value of a salaried attorney's time (including legal assistant's time). All rights concerning remedies or attorneys' fees shall survive termination of this Escrow and Disbursement Agreement.

9.4 Authorization. The signatories to this Escrow and Disbursement Agreement affirm and warrant that they are fully authorized to enter into and execute this Escrow and Disbursement Agreement, and all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize their execution of this Escrow and Disbursement Agreement have been made or will be made.

9.5 Amendments. This Escrow and Disbursement Agreement may be amended from time to time by written agreement duly authorized by the parties against whom such amendment may be enforced.

9.6 Notices. All notices required or given by the terms of this Escrow and Disbursement Agreement shall be made by personal delivery or by certified first class mail, postage pre-paid, return receipt requested, to the parties at their addresses listed below. All notices shall be effective upon personal delivery or mailing. These addresses shall remain valid until notice of a change of address is given to all parties.

If to Town::	Town of Eagle P.O. Box 609 Eagle, CO 81631 Attn: Town Manager
With a copy to:	Sands Law Office, LLC. 450 West Avenue, Suite 204 Rifle, CO 81650 Attn: Edward P. Sands, Esq.
If to Developer:	Eagle Sylvan, LLC 11829 Ridge Parkway, No. 626 Broomfield CO 80021
With a copy to:	James E. Brown & Assoc. P.C. 999 So. Logan St., Suite 200 Denver, CO Attn: James E. Brown, Esq.
If to Escrow Agent:	Land Title Guarantee Company 1180 Capital St. Eagle, CO 81631 Attn: Andy Stenman 303-850-4137

9.7 Time of the Essence. Time is of the essence of this Agreement.

9.8 Colorado Law Applicable. This Escrow and Disbursement Agreement is made and delivered within the State of Colorado, and the laws of the State of Colorado shall govern its interpretation, validity and enforceability.

9.9 Jurisdiction of Courts. Personal jurisdiction and venue for any civil action commenced by any of the parties arising out of or relating to this Escrow and Disbursement Agreement will be deemed to be proper only if such action is commenced in the District Court of Eagle County, Colorado. The parties expressly waive any rights to bring such action in or to remove such action to any other court, whether State or federal.

9.10 Rights of Persons Not a Party. No person or entity who or which is not a party to this Escrow and Disbursement Agreement will have any right of action under this Escrow and Disbursement Agreement.

9.11 Provisions Deemed Severable. If any part, term or provision of this Escrow and Disbursement Agreement is held by a court to be illegal or otherwise unenforceable, such

illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Escrow and Disbursement Agreement.

9.12 Execution of Other Documents. The parties agree to execute any additional documents and to take any additional action necessary to carry out the terms of this Escrow and Disbursement Agreement.

IN WITNESS WHEREOF, each party to this Escrow and Disbursement Agreement has caused it to be executed on the date indicated below.

THE TOWN OF EAGLE, COLORADO,
a municipal corporation

ATTEST:

Jenny Rakow, Town Clerk




Anne McKibbin, Mayor

1/24/2017
Date

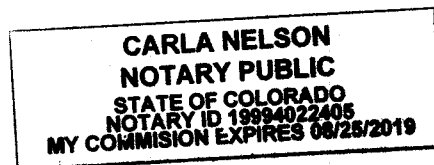
STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this 24 day of January, 2017, by Anne McKibbin,
Mayor and Jenny Rakow, Town Clerk, respectively, Town of Eagle, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL

My commission expires: 08-25-19

Carla Nelson
Notary Public



DEVELOPER:

By: Eagle Sylvan LLC
[Signature]

10/31/16
Date

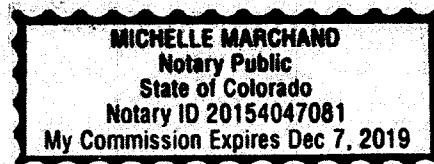
STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this 31st day of October, 2016, by Curtis McDonald as Manager of EAGLE SYLVAN, LLC a Colorado limited liability company.
(Developer)

WITNESS MY HAND AND OFFICIAL SEAL

My commission expires: 12/07/2019

[Signature: Michelle Marchand]
Notary Public



ESCROW AGENT:

Land Title Guarantee Company

By: *AS* 10-31-16
Date

STATE OF COLORADO)
 Arapahoe) ss.
COUNTY OF ~~EAGLE~~)

Subscribed and sworn to before me this 31ST day of October, 2016,
by Andy Stenman as Manager of of Land Title Guarantee
Company (Escrow Agent). Construction Disbursing

WITNESS MY HAND AND OFFICIAL SEAL

My commission expires: 8-22-17

Laura J. Rivera
Notary Public

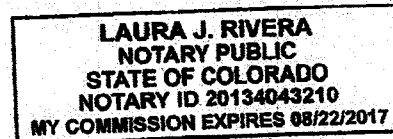




EXHIBIT A

10/29/2016

Sitework

Sylvan Circle Phase I (2016)

Description	Quantity	Unit	Unit Price	Total
Erosion Control	1	LS	\$ 2,345.00	\$ 2,345.00
8" C-900 Sewer Main	404	LF	\$ 70.00	\$ 28,280.00
Scooby 6" Sewer Service	151	LF	\$ 75.00	\$ 11,325.00
Scooby 4" Sewer Service	40	LF	\$ 75.00	\$ 3,000.00
Scooby Double Sewer Clean-outs	3	EA	\$ 350.00	\$ 1,050.00
Creek Crossing Sewer Dewatering	1	LS	\$ 25,000.00	\$ 25,000.00
4' Diameter Sewer Manhole	4	EA	\$ 3,000.00	\$ 12,000.00
Phase I (2016) Total				\$ 83,000.00

Sitework

Sylvan Circle Phase II (2017)

Description	Quantity	Unit	Unit Price	Total
Mobilization	1	LS	\$ 28,500.00	\$ 28,500.00
Construction Staking for Infrastructure	1	LS	\$ 34,740.00	\$ 34,740.00
Clearing & Grubbing	1	LS	\$ 3,000.00	\$ 3,000.00
Stabilized Construction Entrance	2	EA	\$ 2,000.00	\$ 4,000.00
Erosion Control	1	LS	\$ 2,655.00	\$ 2,655.00
Strip and Export Unsuitable	9,090	CY	\$ 10.00	\$ 90,900.00
Overlot Cut	7,253	CY	\$ 4.00	\$ 29,012.00
Embankment (Crawlspace Adj.)	16,000	CY	\$ 6.00	\$ 96,000.00
Import Structural (1/2 Round Trip- No Purchase)	8,746	CY	\$ 5.00	\$ 43,730.00
Roadway Subgrade	3,490	SY	\$ 3.00	\$ 10,470.00
Rockery & Site Boulder Walls	3,900	SF	\$ 20.00	\$ 78,000.00
Finish Grading Site	7,500	SF	\$ 0.52	\$ 3,900.00
Topsoil Placement	500	CY	\$ 40.00	\$ 20,000.00
Curb & Gutter Prep	230	LF	\$ 1.85	\$ 425.50
Curb Ramp Prep	153	SF	\$ 3.00	\$ 459.00
Site Step Prep	2	EA	\$ 350.00	\$ 700.00
2 Foot Cross Pan Prep	2,088	SF	\$ 1.85	\$ 3,862.80
4 Foot Cross Pan Prep	352	SF	\$ 1.85	\$ 651.20
8 Foot Cross Pan Prep	465	SF	\$ 1.85	\$ 860.25
5" Sidewalk Prep	2,315	SF	\$ 2.00	\$ 4,630.00
Trash Enclosure Prep (3 EA)	924	SF	\$ 2.00	\$ 1,848.00
30" Vertical Curb & Gutter	105	LF	\$ 37.00	\$ 3,885.00
18" Vertical Curb & Gutter	125	LF	\$ 23.50	\$ 2,937.50
6" Curb Ramp with Detectable Plates	153	SF	\$ 17.00	\$ 2,601.00
Site Step Prep	2	EA	\$ 2,500.00	\$ 5,000.00
2 Foot Cross Pan (8")	2,088	SF	\$ 13.00	\$ 27,144.00
4 Foot Cross Pan Prep (8")	352	SF	\$ 15.00	\$ 5,280.00
8 Foot Cross Pan Prep	465	SF	\$ 17.00	\$ 7,905.00
5" Sidewalk Prep	2,315	SF	\$ 10.0	\$ 23,150.00
Trash Enclosure (8")- 3 EA	924	SF	\$ 12.00	\$ 11,088.00
Guard Rail Work	1	LS	\$ 16,175.00	\$ 16,175.00
Class 6 Roadbase on Main Road & Parking (6")	1,310	TN	\$ 36.00	\$ 47,160.00

CENTENNIAL BANK AND TRUST

Outgoing Wire Transfer Request

Date: 10/31/2016 12:43:53

Wire Transfer Message Reference Number: 20163050108800

▼ WIRE TO:

Bank ABA No: 107001232
Bank Name: ANB
Amount: 91,600.00
Special Instructions (BBI):

▼ BENEFICIARY BANK:

Bank ABA No:
Bank Name:

▼ CREDIT TO:

Name: LAND TITLE GUARANTEE CO
Address: UNKNOWN

Account Number: 2000003305
Special Instructions (OBI): REF: EAGLE SYLVAN LLC

▼ CHARGE TO:

Name: EAGLE SYLVAN LLC
Address: 401 INTERLOCKEN BLVD SUITE 1407
Address: BROOMFIELD CO 80021
Acct. No. to be Debited: 3620129307

I hereby authorize the bank to execute the wire transfer of funds according to my instructions stated above and to charge my account or collect cash payment for the amount of the wire transfer and all applicable fees. I understand the bank handles wire transfer requests expeditiously, but that the bank cannot guarantee this will be completed in any specific time period.

CUSTOMER SIGNATURE (required)	Phone	Date	Time
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NON-CUSTOMER IDENTIFICATION: attach copy of one of the following identification documents and complete ID number **AND** complete social security number:

- ☐ Drivers License or Photo ID (state and type) _____
☐ Alien ID (number and country) _____
☐ Passport (number and country) _____

AND

Social Security Number or Employer Identification Number _____

I certify that funds are available in the Customer's account and submit this transfer request.

If funds are uncollected,
Officer approval required

Employee Completing Request

Phone

Date

Authorized Bank
Signature Required

2nd Authorized Bank
Signature If Required:



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager and Department Leaders

Date: January 31, 2019

Re: Department Updates for January 2019

TOWN CLERK

- Communications Committee (PR Studios, Jeremy Gross, Erin Ivie, Bill Shrum)
 - January 3, 2019 – Eagle Today Topics, Home Rule Webpage
 - January 17, 2019 – Eagle Today Topics, Home Rule Webpage, Welcome Packet, Website Redesign Update
 - January 30, 2019 – Home Rule planning, website update
 - January 31, 2019 - Home Rule Communication Calendar
- Licenses
 - Business Licenses Issued: 178
- Department Support/Coordination
 - January 3, 2019 Finalized Customer Service Committee Standards
 - January 15, 2019 Finalized Employee Handbook with Committee
 - January 17, 2019 Website Redesign Meeting Kickoff discussion
- Municipal Court
 - January 14, 2019 Met with ACE Security to review contract and court security process for Municipal Court
 - January 29, 2019 Municipal Court Judge Interview Process and Candidate Recommendation
 - Update to Collection Policy Attached
- CivicClerk
 - January 10, 2019 Conference Call with CivicClerk to review deliverables, agenda set up, review timeline
 - January 24, 2019 preview CivicClerk set up with Town Board Agenda; walk through of process
- Information Technology
 - January 31, 2019 Met with Forward Tech regarding project management assistance
- Other/Misc.
- 4TH Quarter Sales Tax Received

2018					
Month	Filing Period	Revenue Period	.5% to River Park	4% to General Fund	O/U
Jan	\$ 262,385.63	\$ 396,732.94	\$ 44,081.44	\$ 352,651.50	7%
Feb	\$ 387,758.16	\$ 406,418.97	\$ 45,157.66	\$ 361,261.31	13%
Mar	\$ 514,220.50	\$ 375,566.66	\$ 41,729.63	\$ 333,837.03	12%
1 Q	\$ 1,164,364.29	\$ 1,178,718.57	\$ 130,968.73	\$ 1,047,749.84	11%
Apr	\$ 356,198.31	\$ 394,099.59	\$ 43,788.84	\$ 350,310.75	7%
May	\$ 397,176.10	\$ 372,864.89	\$ 41,429.43	\$ 331,435.46	14%
Jun	\$ 423,132.92	\$ 395,301.59	\$ 43,922.40	\$ 351,379.19	13%
2 Q	\$ 1,176,507.33	\$ 1,162,266.07	\$ 129,140.67	\$ 1,033,125.40	11%
Jul	\$ 412,820.69	\$ 416,615.23	\$ 46,290.58	\$ 370,324.65	5%
Aug	\$ 403,768.31	\$ 410,843.03	\$ 45,649.23	\$ 365,193.80	2%
Sep	\$ 373,501.91	\$ 432,983.30	\$ 48,109.26	\$ 384,874.04	-11%
3 Q	\$ 1,190,090.91	\$ 1,260,441.56	\$ 140,049.06	\$ 1,120,392.50	-2%
Oct	\$ 364,137.55	\$ 381,065.62	\$ 42,340.62	\$ 338,725.00	-6%
Nov	\$ 343,111.07	\$ 474,618.01	\$ 52,735.33	\$ 421,882.68	27%
Dec	\$ 525,098.73	\$ 346,821.37	\$ 38,535.71	\$ 308,285.66	0%
4 Q	\$ 1,232,347.35	\$ 1,202,505.00	\$ 133,611.67	\$ 1,068,893.33	7%
Revenue	\$ 4,763,309.88	\$ 4,803,931.20	\$ 533,770.13	\$ 4,270,161.07	6%

CURRENT SALES TAX RECEIPTS (O/U IS REVENUE PERIOD PERCENTAGE OVER/UNDER 2017)

Filing period represents revenue received only during that month, revenue period includes all revenue, including payments from previous months and years. Filing period sales tax is reported two months in arrears

COMMUNITY DEVELOPMENT DEPARTMENT

Planning Department Activities

- Continued internal review of annexation and PUD applications
- Continue Development Review Coordination
- Development of Land Use Application review standards in conjunction with other departments
- Monthly Invoicing of reimbursable expenses
- Kick-off of EQR table streamline and Utility Billing cleanup/processes for when projects transition from Comm Dev to Utility Billing
- Began formal pre-application process for new projects – All pre-app/pre-con and comment review meetings will be held weekly on Thursdays from 1-4pm
- Continued work on Water Availability Report
- Review of IGA between the Town and County for administration of the town's LERP program.
- Negotiating performance guarantees for outstanding private improvements for landscaping on construction projects
- Comp Plan and Land Use Code Update:
 - January Planning Week Recap
 - Joint committee meeting with Comp Plan and LUC Code committees
 - Plan committee began visioning work
 - Code Committee began development process work
 - 11 Pop up Locations – over 150 people reached
 - Finalized existing conditions report
 - Weekly outreach through Quick Polls and surveys
 - Began drafting of Chapter 4.03 of the Land Use and Development Code - clean-up of inconsistencies in timeframes and language
 - Next Steps
 - Plan committee meeting end of Feb/March
 - Finalization of vision statements
 - Check-in presentations to P&Z (Town and County) and Board of Trustees
- Active Land Use Files as of **February 12, 2019**:
 - AN17-01 & PUD18-01 Red Mountain Ranch Annexation & PUD Zoning Map
 - AN18-01 & PUD18-02 Reserve at Hockett Gulch Annexation & PUD Zoning Map & Subdivision Sketch Plan
 - S18-01 Haymeadow Filing 1 – Final Plat
 - V18-05 421 E 3rd Minimum Lot Area per Dwelling Unit & Setback Variance
- Code Enforcement
 - For 2019 we have 8 Code Enforcement files under review.
 - Code Enforcement Policies, SOP's, complaint forms are under internal review.
- Upcoming activities for February 2019:
 - Continued roll out of new Development Review Process
 - Review of Municipal and Park Land Dedication calculation policies
 - GIS – Interdepartmental meetings on implementing Geographic Information System (GIS) for the Town
 - Developing interdepartmental downtown parking education, outreach, and enforcement plan
 - Finalize Water Availability Report
 - Notice and review update to Chapter 4.03
 - Land Use Application Review and Coordination

Building Department Activities

- General coordination of contractors and projects
- Participation in Development Review Team meetings as needed
- Plan review and inspection services for pending and active permits
- Coordination meetings with the Fire District for review and approval of permits
- Participation in Walking Mountains - Sustainable Building Code Task Force
- Implemented online contractor registration process
- Building Official Position - Job posted and first round screening of resumes completed

The chart below shows the number of inspections conducted and building permits issued for the current month, the previous month, and the year to date.

Building Department Activity 2019				
	December 2018	January 2019	YTD 2019	YTD 2018
Number of Inspections	194	184	184	143
Number of Building Permits	13	11	11	46
<i>ALL Commercial</i>	2	2	2	2
<i>SF Detached Residential</i>	1	1	1	1
<i>Multi-Family & Attached SF Residential</i>	0	0	0	0
<i>Residential Remodel/Addition/Basement Finish</i>	4	4	4	7
<i>MEP Permits</i>	6	4	4	36

- Major Construction Projects Under Review and Oversight:
 - Lower Basin Water Treatment Plant
 - Eagle Landing at Brush Creek
 - Eagle Climbing Gym
 - Chambers Lofts
 - R&H Mechanical Building
 - Soleil Homes
 - River Park Restrooms
 - The House (AmericInn Conversion)
 - Outwest Drywall
 - Library Expansion
- Upcoming Activities for February 2019:
 - Conduct interviews for Building Official Position
 - Continue developing department audit
 - Begin Migration to Community Core Solutions (New Meritage Permitting System) February 2019

ASSISTANT TOWN MANAGER

Completed onboarding paperwork and assessments

Assisted with Municipal Judge hiring process

Attended CCCMA Feb 6-8

Wrote applications for \$17,250 in grants; \$350 awarded, \$16,900 pending

Ongoing assistance to Brandy for daily operations and internal staff coordination

Getting up to speed and assisting with THOR/ Broadband implementation

- Attended multiple phone and in-person meetings with HR Green, Eagle County, Town of Gypsum, and Town of Eagle staff.
- Prepared proposal for high-level study on cost-benefit and implementation of potential municipal broadband – Scope of Work resolved and waiting for board direction on next steps.
- Conducted internal ROI studies and helped review local broadband authority proposal

Economic Vitality and Development work

- Attended Eagle Chamber of Commerce meeting 2-5-19
- Met with Chris Romer for insight on Vail Valley Partnership agenda and strategy
- Met with Downtown Broadway business owners about Downtown activity
- Prepared Board of Trustees study session materials on tools to raise Town revenues

DCI Downtown Assessment and Community Development plan

- Wrote RFP for consultant, closed Feb. 1.
- Wrote grant letter to DOLA for \$12,500 request to match cost of DCI assessment
- Met with DCI on project timeline for 2019
- Worked with project leads from CU-Denver MPA program to prepare kickoff meeting on Feb. 15th

Home Rule Vote

- Organized PSA and SOW proposals for Magellan Strategies to conduct online and phone survey
- Contributed to online and print messaging for Home Rule launch, with Jenny and PR Studios
- Assembled timetable and outreach plan for Home Rule communication from Town
- Coordinated hiring of strategic consultant for Home Rule strategy

Communications Plan/ Website/ Social Media

- Met with PR Studios and Civic Plus about Town of Eagle website redesign
- Worked with Jenny on citizen use feedback and redesign priorities for website

Involved with PUD development and annexation proposals

- Met with Haymeadow expressing need for reliable broadband
- Reviewed history of Eagle River Station and worked with Brandy, Morgan, and Colton to prepare presentation for the next phase with Foothills Development
- Attended Planning & Zoning commission meeting where annexation and zoning ordinance passed for Hockett Gulch

Art Wall on Eby Creek Road

- Met with town and AMPA staff for project implementation and scope of work
- Facilitated PSA agreement with town and AMPA for mural project
- Met with property owner and local artists about project
- Scheduled kickoff meeting for Feb 15 to formally introduce stakeholders.

OPEN SPACE

- A written email request was received by staff from Tracy Miller on 1/23/19, requesting permission to install a memorial plaque in remembrance of Olivia Ortega along one of the Town's recreation paths on Town Open Space. Mrs. Miller's daughter was a friend of Olivia Ortega, and she and other friends wanted to gather to create the plaque on February 7th, the 1-year anniversary of Olivia's passing, and then install the plaque in the spring (when it will be warm enough for concrete to set). The idea was run by the Executive Director of Speak Up Reach out, Vickie Ortega (Olivia Ortega's mother), and Chief Stauffer, all of whom were in support. Olivia's friends would like staff assistance with installing the plaque on the recreation path segment that runs parallel to Sylvan Lake Road (near the medical center) to behind Brush Creek Elementary School in the spring.
- Staff, Eagle Ranch HOA, and members of the Eagle Ranch Wildlife Committee met with the Greater Eagle Fire Protection District Chief and Hugh Fairfield-Smith, Wildland Fire Coordinator, on 1/31/19 to discuss their proposal for small prescribed burns and mowing work they are proposing on Town Open Space. Hugh will be presenting his proposal to the Town Board at the February 26th meeting.
- Staff is providing ongoing Open Space Department review and comments on the Haymeadow, Red Mountain Ranch, and Reserve at Hockett Gulch development proposals.
- Open Space staff and Police Department staff have been monitoring trailheads for winter closure violations. No evidence of gross violations have been observed.

HUMAN RESOURCES

1. Benefits – general administration
 - a. Wellness Testing Program re opened for new hires
 - b. Assist staff with ID Cards and general questions
 - c. Stop Loss eligibility items processed
 - d. New Holiday schedule sent to all staff
 - e. Contract review and discrepancies with Agent.
2. Budget:
 - a. Multiple compensation inquiries from staff
 - b. Research FTO pay practices for Finance/Payroll
 - c. Start compensation market research for 2020 budget
3. Recruiting
 - a. Posted Building Official, researched market data
 - b. Maint. Tech, Dist. & Collection Operator, hired Dan McFadden started 1/31/19
 - c. Information Center Manager candidates interviewed, checking references on finalist
 - d. Municipal Judge Interviews Conducted, recommending Finalist to Trustees 2/11/19
 - e. Interviewed and hired EVHS Admin/Events Intern for 2 hours weekly, starts 2/13/19
 - f. 2 New Hire Orientations Conducted and paperwork processed (Bill S and Dan M)
4. Policies
 - a. Final Handbook committee meeting January 15, finalizing edits to review with Brandy 2/11/19, then to legal.
5. Risk Management Safety and Work Comp
 - a. Panic Button Installation estimate requested for Court Personnel
 - b. Set up new Ergonomic Vendor for Staff Chairs, pending vendor finalizing order
 - c. Manage 2 Cirsa Claims and Cirsa Meeting on claims processes
 - d. Research Mental Health Resources for Police Dept.
6. Other
 - a. Service awards for retiring Judge finalized and presented
 - b. 1 Exit Interview Conducted - Police
 - c. Research training vendors/topics for all employee meeting
 - d. 2 job descriptions researched

MARKETING AND EVENTS

Events:

- 12/31/18 - Supported Mountain Rec and Gypsum New Years Eve Fireworks
- 1/6/19 - 12th night Bonfire – One citizen complaint letter received regarding the size of the bonfire and location of the fire. Attached.
- Communicated with all event and program funding recipients regarding their funding award
- Finalized plans for new whitewater event series. The Whitewater Throwdown will run on Tuesdays from June 11-July 9 and include downriver racing, freestyle and surf competitions. No MEAC money was allocated for this event. It is being 100% supported by sponsorship sales.
- Formalizing plans for River Park Ribbon Cutting. May 24 or May 26 with the Eagle River Jam on May 26.
- Attended Outdoor Retailer in Denver for sponsorship development
- Updated Event Permit Application for 2019

Marketing:

- Updating ad creative for 2019
- Began working on an eagleoutside.com website re-fresh/redesign
- Updated the hardware at the Eagle Airport Town of Eagle Kiosk and began selling ads
- Produced video promo for Elevate Eagle Planning Week

Please accept my request to review the allowance of the 12th night Christmas Tree Burning at the Eagle Town Park.

My reasons for requesting the review are:

- The burning is done in close proximity to our home (and trees). We live at 533 Washington St. It is right in front of our house. It also is in close proximity to other homes. I can get statements from others if needed.
- The flames are always greater than 15 feet high. This recent fire, they were considerably higher.
- The wind is unpredictable and even though the fire department monitors the humidity and wind, they cannot control nature. A quick change in wind direction can spell disaster.
- If an ember landed on our roof or in our trees, it could smolder unnoticed after the fire department leaves. In dry winters I have spent the night checking our roof and our property after everyone has left (all night).
- The fact that embers are a real possibility is demonstrated by the big chunks of ash and debris that cover our cars and the snow in front of our house the morning after.
- The fire department leaves early and the fire is still smoldering all night, (actually still smoldering when I leave for work in the morning). Again, a recipe for disaster should the wind kick up or should someone add debris to the fire.
- The daughter of a friend of mine was there last night and left because she felt the fire was out of control. She had concerns for the safety of children playing around the fire. I know the fire department felt it was under control, but how can there be a guarantee? Watching it from my house and hearing concerns of a young person lead me to believe it might have been a bit out of control. It was VERY windy.
- In this era of global warming, drought and devastating fires, I believe the risk of allowing such a fire in a residential district is unacceptable. I understand it is a "community" event and I'm all about fostering the community feel, but please don't allow the burn in the park. There are too many potential risks!

I have lived in my home since 1988. We are pretty tolerant of events in "our front yard". The only other request we've had is to lower the decibel level of the bands and to allow us to limit public parking in front of our house. I would greatly appreciate the consideration applied to making sure this event is held elsewhere!

Beth Hufnagel
Member Service Supervisor



HOLY CROSS ENERGY

41284 HWY 6 • P.O. Box 972, Avon, CO 81620-0972

Phone: 970-945-5491 • Direct 970-748-4305 • bhufnagel@holycross.com

Holy Cross Energy is committed to providing its members with the best possible services at a reasonable and competitive cost consistent with sound business and environmental practices.

POLICE DEPARTMENT

Calls for Service- 1,066 (January 2018 = 822; January 2017 = 793)

Community Policing- Focus areas this month included: Sticker bombs, MOU guest assistance & SRO programs.

Events- 12th Night, Hot Dogs with Huebner and Smores with Scriver.

Notes-

Your Eagle Police Department responded to five times the amount of disturbance calls, twice the amount of animal complaints, twice the amount the agency assists and eight more motor vehicle crashes when compared to January, 2018. EPD also noted a spike related to unknown nature suicidal subjects, attempts to locate suspects, incidents involving felonies and subjects possessing dangerous drugs. Calls regarding noise complaints and intoxicated subject reports remained consistent. Routine calls for service, i.e. VIN checks, suspicious, parking complaints and traffic complaints continued at an average pace.

Due to sufficient staffing levels, our School Resource Officer is back on assignment at our local schools. SRO Gaspard has a satellite office at the EVMS and has already coordinated efforts for training, a special event, lockdown and investigations into alleged misconduct involving youth.

Pitkin County Sheriff's Office asked for assistance from local agencies for X-Games patrolling, after running into short-staffing issues of their own. Eagle Police and the ECSO responded to the MOU request. We were able to send one officer for two days. Pitkin County officials were grateful for filling the request.

Your Eagle Police Department has been working with Eagle County Animal Services to address the multiple unleashed dog complaints received this month. Many of these complaints have originated on trails in Eagle Ranch, concerning several agencies, including the Department of Wildlife, which is investigating unleashed dogs chasing elk in Eagle Ranch. Officers have educated several offenders. Animal Services and Eagle Ranch HOA is working to address issues on the maintained winter golf course path. Eagle Ranch HOA is also assisting by adding leash information to their media releases.

Local 1st responders are reminding citizens and guests to be mindful of winter weather and wildlife on local roadways. Agencies are asking drivers to slow down, drive without distractions and operate vehicles safely (especially when roads are wet, snowy or slippery). CSP and EPD will be enforcing the "Move Over" law, following a near miss of a CSP Trooper and following a near miss of an EPD officer – both were investigating traffic crashes.

Our night officer, sergeant, Chief and ECSO Sheriff got to practice their traffic control maneuvers following the water line repair and subsequent closure of the main roadway into Eagle Ranch. This forced all traffic onto Capitol Street, which provided for extensive delays.

Officers were called to assist with municipal court three times this month following two individuals upset over court proceedings and one individual who had a warrant from a neighboring jurisdiction. Our Town Clerk is assisting with the implementation of a private court security officer for future court dates, as the dayshift officer was busy with an arrest during one of these security requests, which brought the Chief of Police out for court security.

EPD officers continue to address traffic-related complaints and concerns in our community. Speeding and REDDI reports are the more common areas addressed by officers. School zones continue to be a focal point for education and enforcement. Officers also continue to monitor loud engine compression brakes, following additional complaints along Grand Ave.

Officer Huebner and Officer Scriver bought hot dogs and items to make smores. They went to the Town Park and shared their treats with others at the temporary ice skating rink. We heard the food was quite delicious!

Summary of Investigations and Other Notes of Significance-

Adult Services. Officer worked to relieve fears of elderly patient hearing voices. Referred to ECAPS.

Assault, Child Abuse. Suspect fled scene prior to EPD arrival. Investigation complete. Warrant issued.

Attended Death. Resident passed away in Hospice care.

Bomb Threat. EPD assisted ECSO to assist with evacuations and student pick-up at Edwards school.

Check Fraud. 10K in fraud discovered after employee at business failed to follow policy. Under investigation.



Child Abuse. Under investigation.

Child Pornography. Under investigation.

Disturbance. Crowd taunting homeless person at the Town Park restroom. Services rendered.

Disturbance. Local restaurant. Subject trespassed from property.

Domestic Assault, Protection Order, Etc. Subject tracked to Gypsum. Arrested.

Domestic Harassment, Etc. Subject located near residence and arrested.

Drugs – Assist ECSO. Suspect in drug trafficking located in Eagle. EPD transported suspect to jail for ECSO.

Drugs, Illegal Weapon, Etc. Methamphetamine and weapons seized from vehicle. Driver arrested.

DUI Crash. Driver arrested.

DUI Crash. I-70 near Eagle. EPD assisted with crash. CSP arrested the DUI driver.

Employee Theft. Business elected to work out a civil remedy in lieu of theft charges.

Harassment. Senior Center. Charges not pursued for lack of mens rea.

Hit & Run. Non-injury. Subject located & had no license. Summons issued.

Hit & Run. Witness recorded license plate number. Suspect located. Summons issued.

Intoxicated Subject. Located. Transported to hospital.

Juvenile Disturbance. Filed with District Attorney.

Medical Assist. Called as CPR in progress. Patient was breathing upon arrival. Transported to hospital.

Residential Burglary. Suspect identified & believed to be in Denver. Warrant issued.

Runaway x2. Juveniles quickly located. EPD met with family, offered advice and resources.

Runaway. Juvenile located by Mesa County and held until guardian pick-up. Transported back to Eagle.

Sex Offender, Warrant, Etc. Subject tracked to local hotel. Arrested on EPD and TX warrants.

Suicidal Juvenile. Co-responder model with Hope Center initiated.

Suicidal Juvenile. Subject located by EPD. Co-responder model with Hope Center initiated.

Suicidal Juveniles x2. Services rendered.

Suicidal. EPD located male. Co-responder model with Hope Center initiated.

Suicidal/Family Assist. Co-responder model with Hope Center initiated.

Unattended Death. No suspicious circumstances.

Warrant Arrest Assist. EPD assisted GRANITE (drug task force) with an operation and arrest.

Warrant Arrest. Female subject with two outstanding warrants turned herself into EPD.

Warrant Arrest. Party who showed for municipal court transported to ECSO for a County Warrant.

Warrant Arrest. Suspicious person reported to police. Upon contact, subject was arrested on warrant.

Warrant. Suspect wanted on outstanding child abuse, etc. charges located returning to Eagle. Arrested.

Training/Grants- Winter Driving for 5 EPD Officers; SRO Gaspard and Sgt. Buhlman attended a Survival for Female Law Enforcement Officers Course; 5 officers attended a Search and Seizure course offered by CDAC; Ofc. Sanders completed his Less Lethal Instructor Course.

Eagle County LE was granted \$266,000 from DOLA to help fund the Co- Response Model and mental health and suicide prevention for Law Enforcement Officers. The grant season for LE is starting in March.

Noteworthy Items- The police department is working off its eligibility list from this past fall, following the resignation in January of a patrol officer. One candidate is currently being considered from this list and has completed some of the testing and background work already.

What happens when you crash a vehicle into a brick wall? Car 0. Wall 1. Fortunately, no injuries.

Your Chief was honored by ECSO for a Lifesaving Award, as he and his team pulled a man fleeing authorities from the Eagle River last year, who was on the brink of drowning and in a hypothermic state.

Municipal Court Report – Cases filed in Municipal Court this month:

	Criminal cases	- 16
Juvenile cases	- 1	
Animal Control	- 5	
Parking tickets	- 31	

County Court – Available upon request.

Local and Regional Calls for Service – Available at Dispatch

PUBLIC WORKS

Cemetery Tank Evaluation and Water System Coordination

- Finalizing hydraulic model, GeoTech is complete, and surveying is complete.

LBWTP Construction

- Treatment Plant building excavation complete.
- Raw Water Pump building continue concrete work.
- Dewatering is continuing.
- Concrete continuing on main water plant building.

Grand Avenue Study

- Began initial RFP document the Spring/Summer 2019.

Public Works Staff

- Water and Wastewater job was filled.
- Violet Lane water line design is 90% complete.
- Water Efficiency and Conservation Plan Grant to be submitted in two weeks.
- Violet Lane sewer line completed.
- Snow plowing and haul off as needed.

GENERAL ADMINISTRATION – FINANCE

January 2019

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID				
	2018	2018	VARIANCE	
JANUARY	258	303	45	17.4%
YEAR TO DATE	258	303	45	17.4%

Reports:

- Completed UMB reimbursement Reports for the Sales Tax Capital Improvement Fund for:
 - December - \$393,234.14

Financial

- Audit scheduled – April 17th – 23rd
- Completed Year-end Payroll and Accounts Payable
 - 2018 - W2s completed and distributed by 01/31/19
 - 2018 - 1095bs completed and distributed by 01/31/19
 - 2018 - 1099s completed and distributed by 01/31/19
- Reviewed Reserve at Hockett Gulch Fiscal impact analysis

Debt Service:

- Scheduled 02/01/2019 – 2018 Water Revenue Bond: CWRPDA Payment - \$479,349.66 (Last Payment 2040) – The Town received a onetime **\$15,256.25 credit** derived from unused cost of issuance funds and investment earnings on those funds earned through September 30, 2018
- Scheduled 02/01/2019 – 2007 Waste Water Loan: CWRPDA Payment - \$427335.40 (Last Payment 2040)

Budget:

- 2019 Budget & 2019-2023 Capital Improvement Plan was sent to State after Board approval
- Prepared Staff and Board Budget Books

Training:

- CIRSA Claims orientation – Jill

Payroll/HR

- Calculated, documented, and implemented 2019 Merit increases for first payroll in January
- Input 2019 Payroll Changes:
 - Position Allocation Changes: 13 positions
 - Position Changes: 2 positions
 - Input new employee contributions for vision and dental insurance
- Completed instructions for all timesheets (will assist with onboard and ongoing training)
- Attended final handbook committee meeting

Information Center:

- Interviews completed in January for Information Center Manager
- Visitor Information CDOT signs up on interstate

General Administration – Finance Report

January 2019 (continued)

Utilities

- New Accounts Setup – **4**
- Property Transfers – **12**
- 3rd Party Utility Billing: Finalized format and rolled out for January 2019 – Minor adjustments will be made to the statement in the coming months depending on feedback

Upcoming Activities:

- Ordinance to remove Utility Fees from the Code now that they are in the Fee Schedule
- Policy Development for Construction Water
- Check Signing and Transfer Authority policy
- 2020 Budget Schedule



To: Brandy Reitter, Town Manager

From: Jenny Rakow, Court Supervisor and Rhonda Steggall, Court Clerk

Date: February 4, 2019

Agenda Item: Updated Collections Policy for Eagle Municipal Court

REQUEST: Update of Collections Policy for Eagle Municipal Court for information purposes only.

BACKGROUND: In May 2018 Integral Recoveries was contracted by the Town of Eagle for collections. In June 2018 the Board of Trustees reviewed a policy for items being sent to collection from the Municipal Court. The policy outlined the standard operating procedure for fines and fees not paid to the Municipal Court after assessment for parking tickets, misdemeanor and petty offenses. The purpose was to give specific time frames for payment of fees and fines.

After practicing this policy for six months, it has been determined that allowing an additional 90 days for payment after allowing 30-45 days for payment and then sending the collection notice letter is an unnecessary delay. Court staff is recommending the payment deadline be changed to 30 days from the date of the letter. This will ensure we are receiving payments within 60-75 days, which is consistent with best practice court policies, will be easier to administer and communicates the importance of prompt payments.

ANALYSIS: Generally, tickets, fines and fees are due 30-45 days from issuance. Once the court date on the ticket has passed, our policy will require payment within 30 days. Total time to pay is 60-75 days. Other jurisdictions vary; however, it is common to see much shorter due dates of 10 -20 days with additional costs for late payment. It is staff's opinion the Town is lenient yet attempting to hold those who get violations accountable.

Collections Policy:

Individuals with tickets, fines and fees not paid on their due date will be allowed at least 30 days to pay before receiving a letter showing the outstanding amount is being sent to the Town's collections agency.

This letter will give individuals thirty (30) additional days from the date of the letter to remedy the unpaid fines and fees before being sent to collections and incurring the additional collections fee of 25% of the amount due.

Defendants will be given an opportunity for a Show Cause Hearing in circumstances required by law or ordered by the Court.

Any cases referred to collections by the Judge, shall be submitted immediately and without notice from the Court Clerk.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: This policy will assist in increasing the revenue collected by the Town of Eagle.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

- This policy will help meet the business values outlined in the strategic plan: Sound Finances and Increasing Efficiency
- This policy will also help meet Major Objective 2: Enhance the Financial Health of the Town
- This policy implements the collections process as outlined in the adopted 2019 Budget.

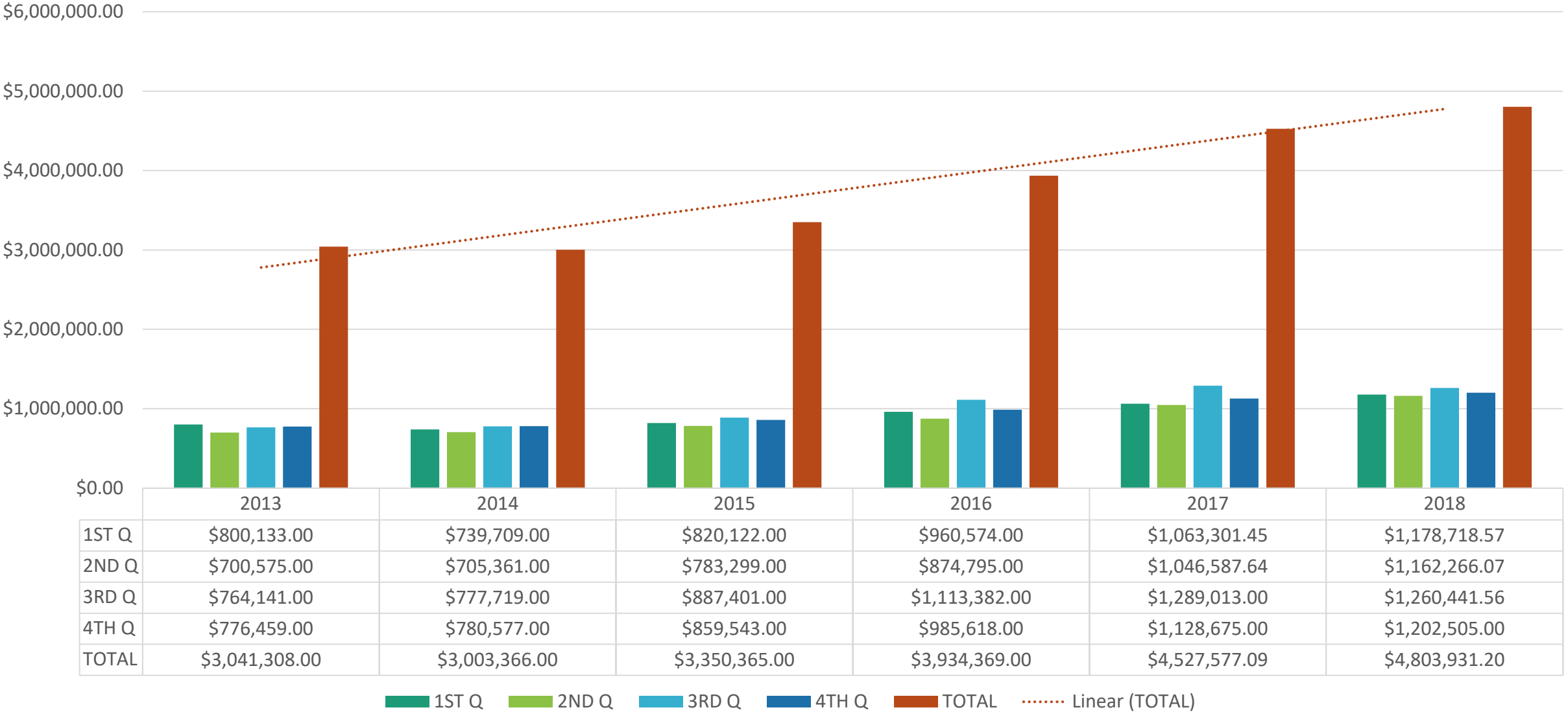
RECOMMENDED ACTION OR PROPOSED MOTION: Review of updated collections policy. A motion is not required as this is an administrative policy.

ATTACHMENTS: None.

TOTAL SALES TAX BY QUARTER

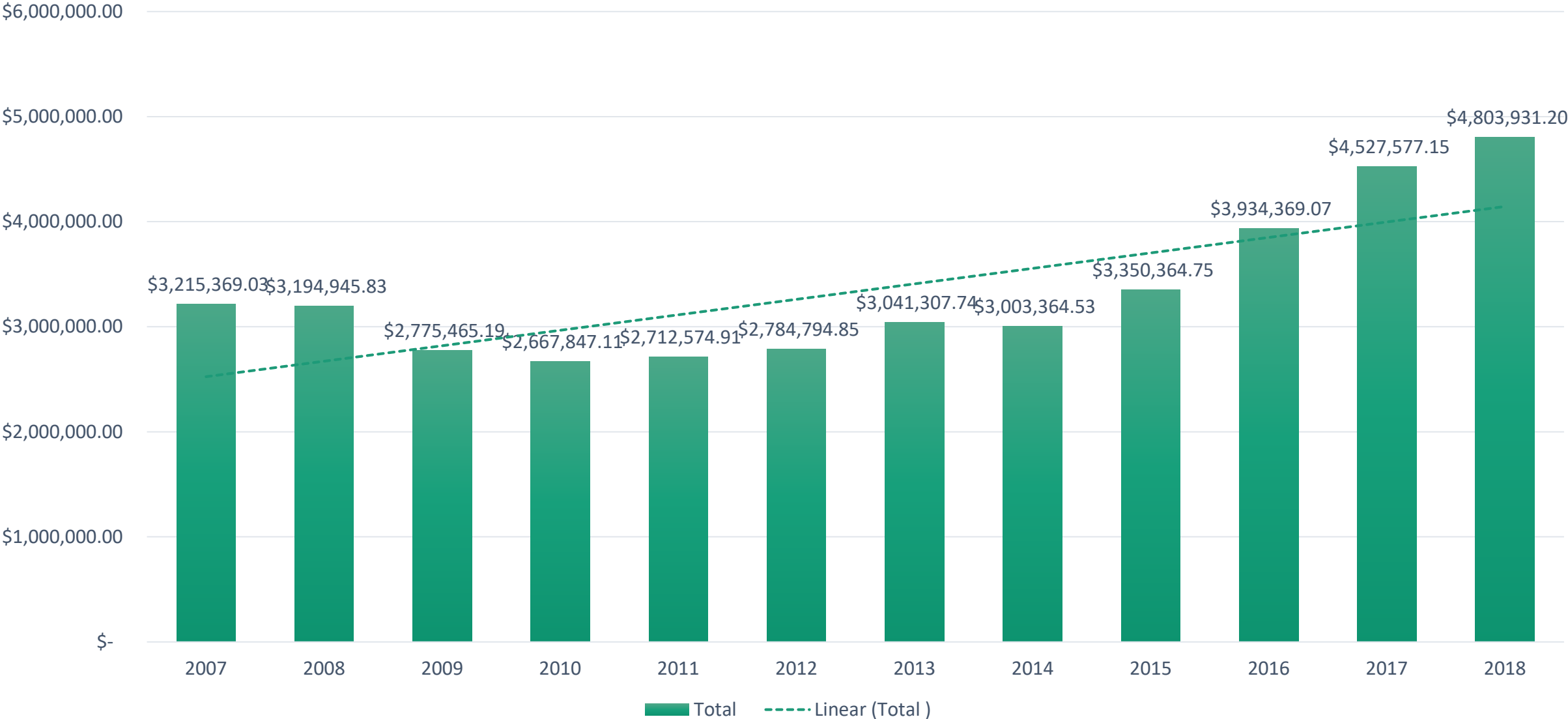
2013-2018

REVENUE PERIOD TOTALS

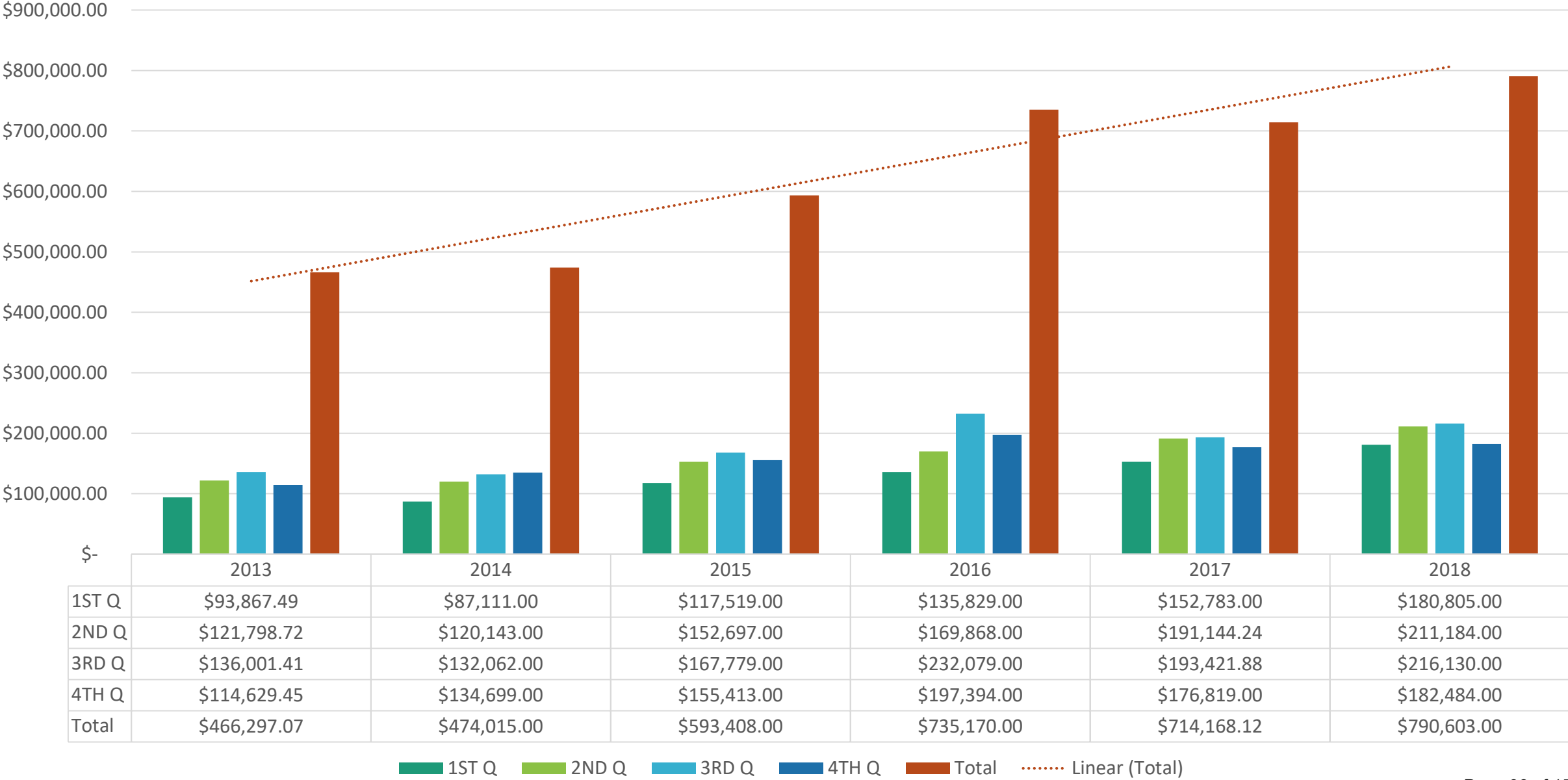


ANNUAL TOTAL SALES TAX 2007-2018 REVENUE PERIOD TOTALS

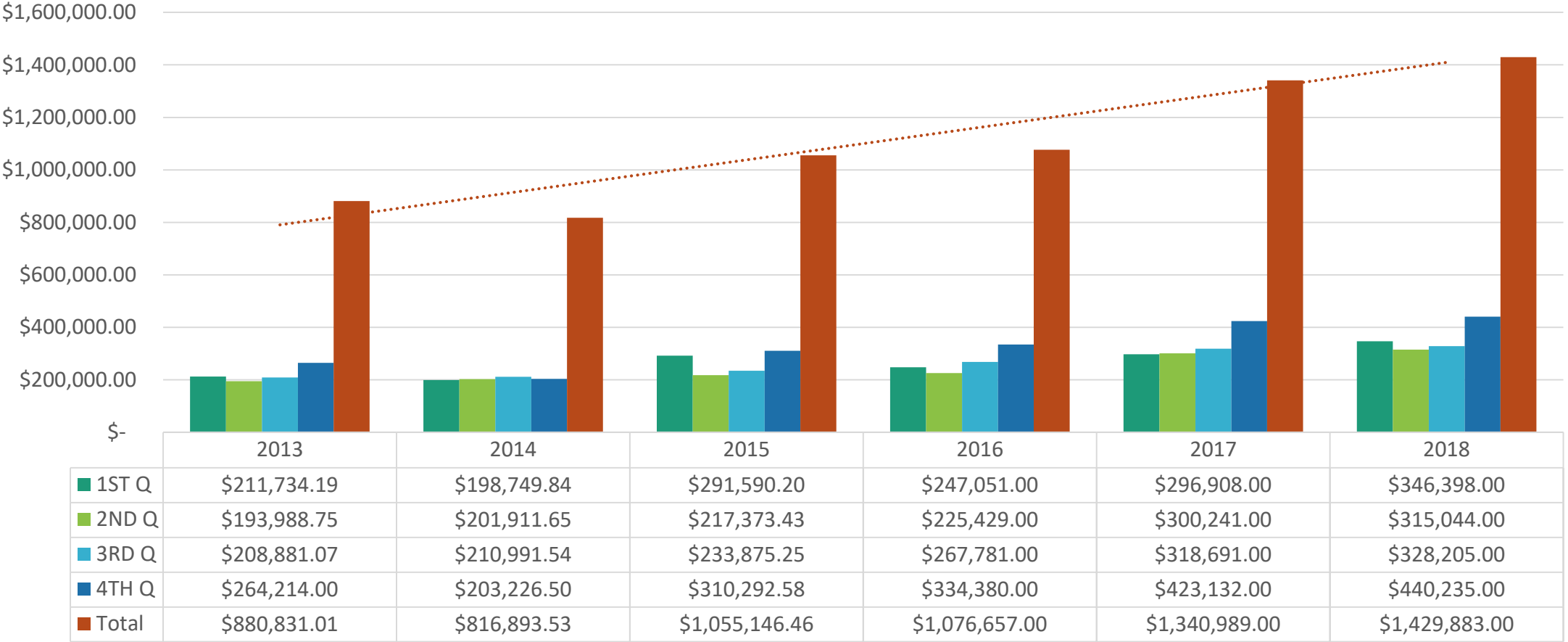
**2016 - 2018 INCLUDE .5% SALES TAX INCREASE*



RETAIL QUARTERLY COLLECTIONS
2013-2018

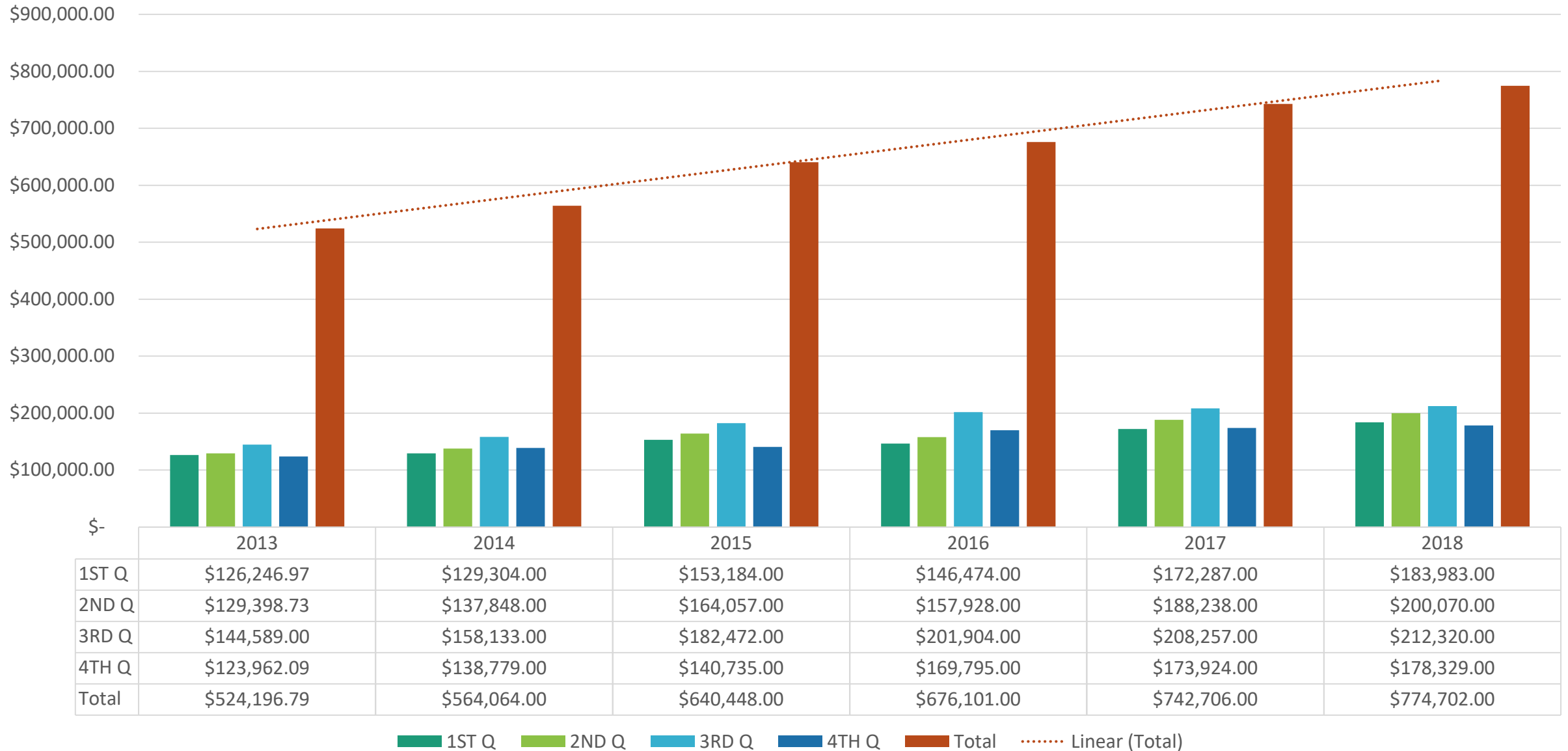


FOOD QUARTERLY COLLECTIONS 2013-2018

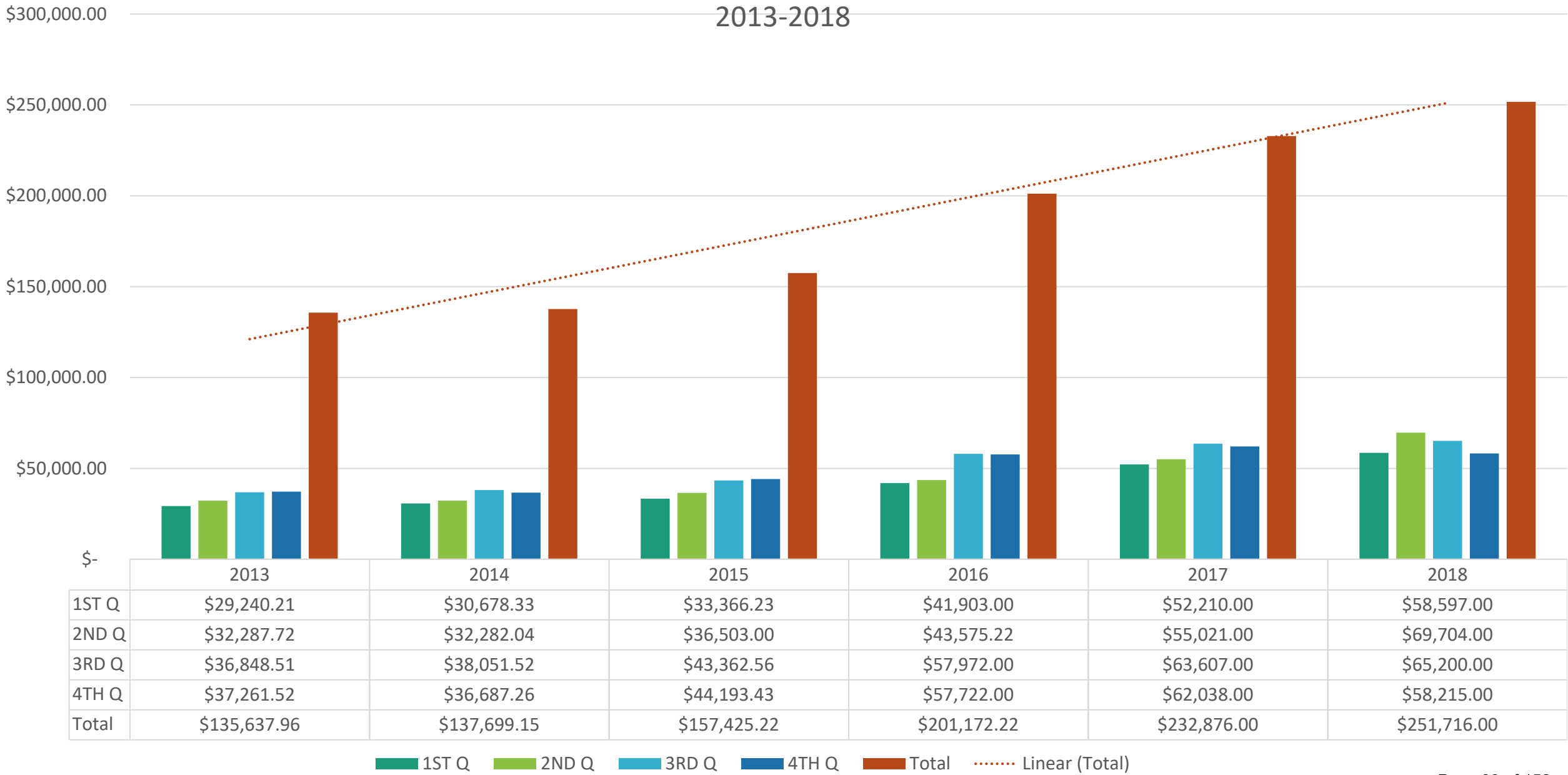


RESTAURANTS & BARS QUARTERLY COLLECTIONS

2013-2018

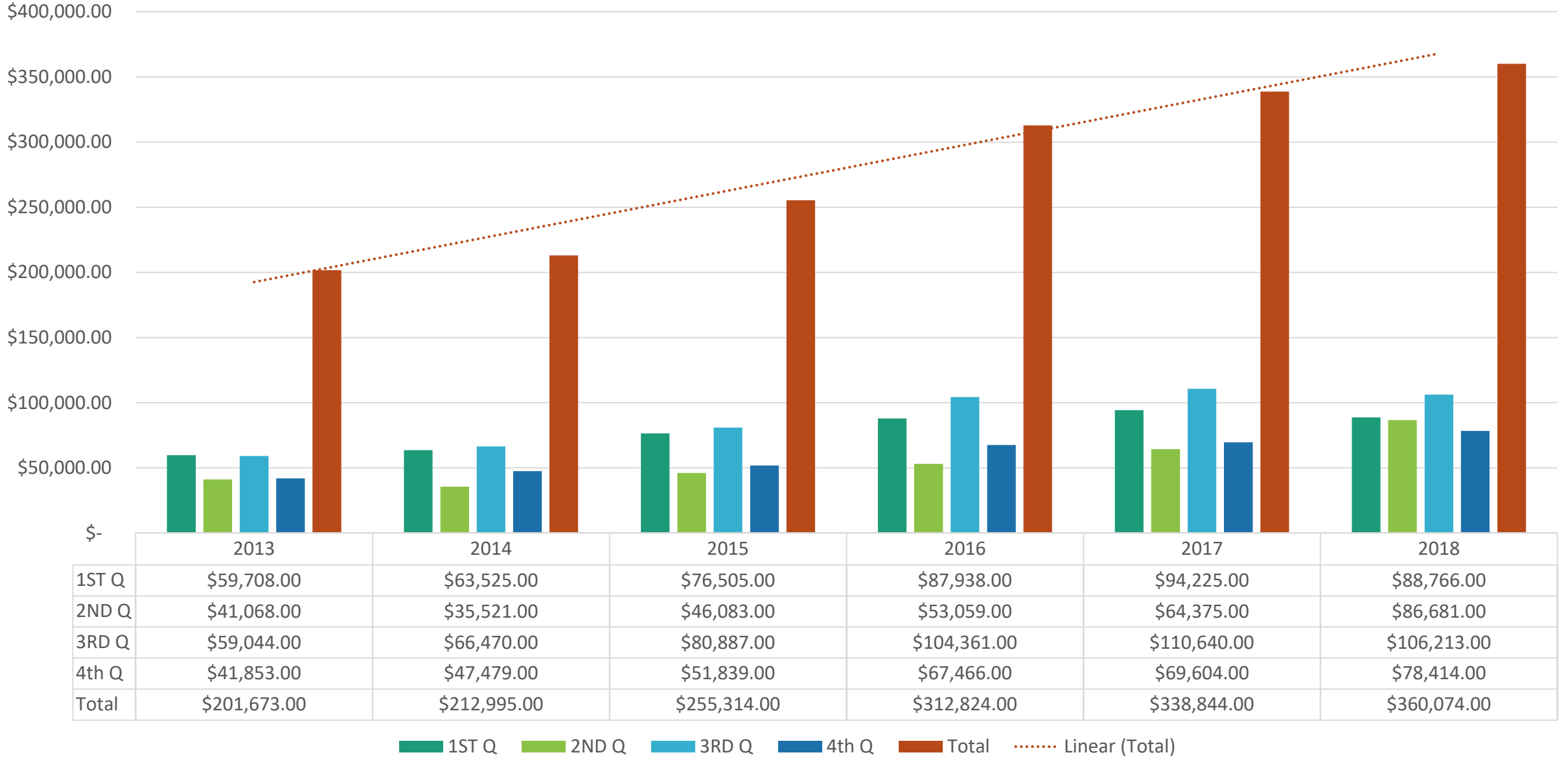


LIQUOR STORES QUARTERLY COLLECTIONS
2013-2018



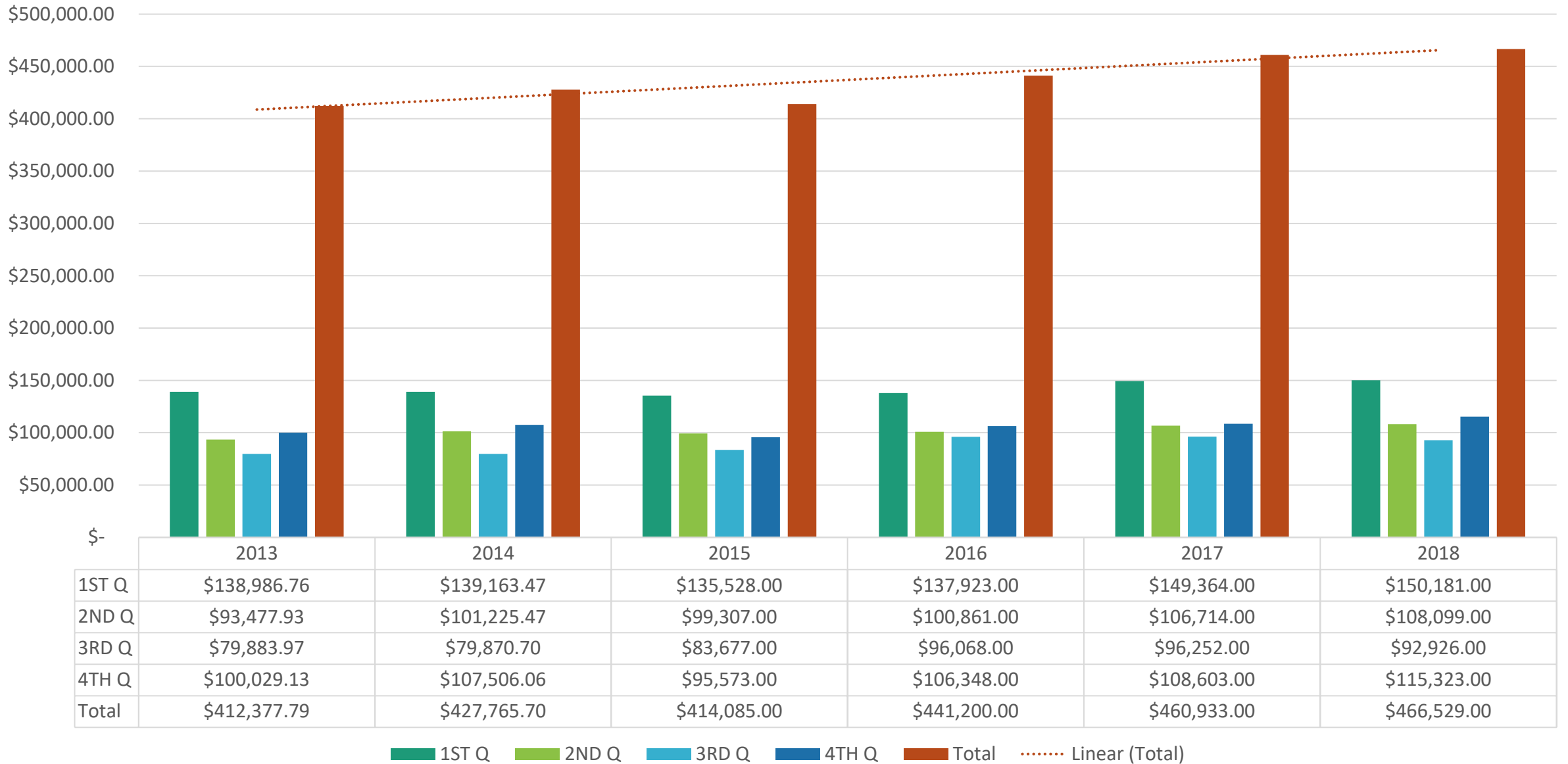
LODGING QUARTERLY COLLECTIONS

2013-2018

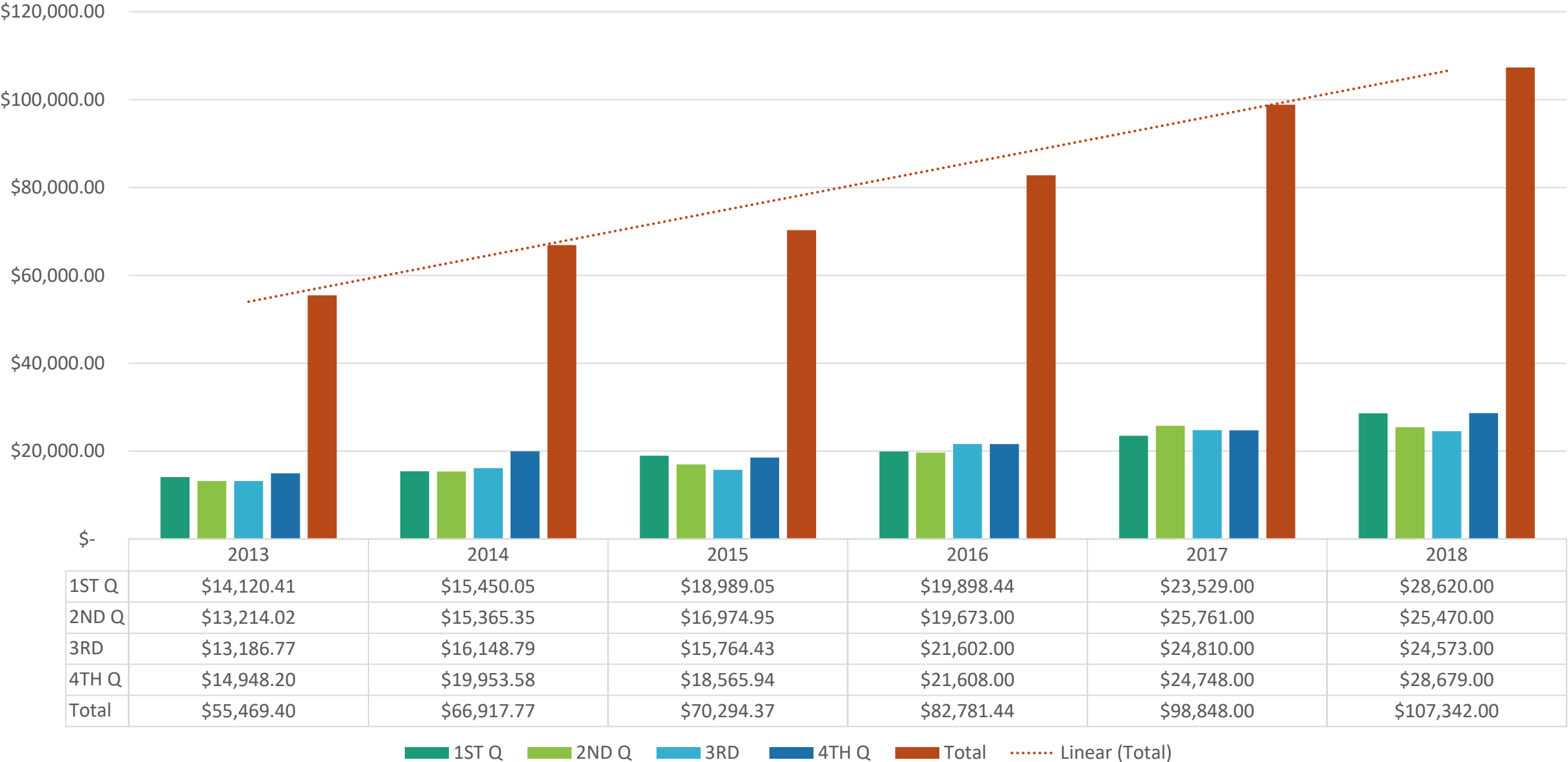


UTILITIES QUARTERLY COLLECTIONS

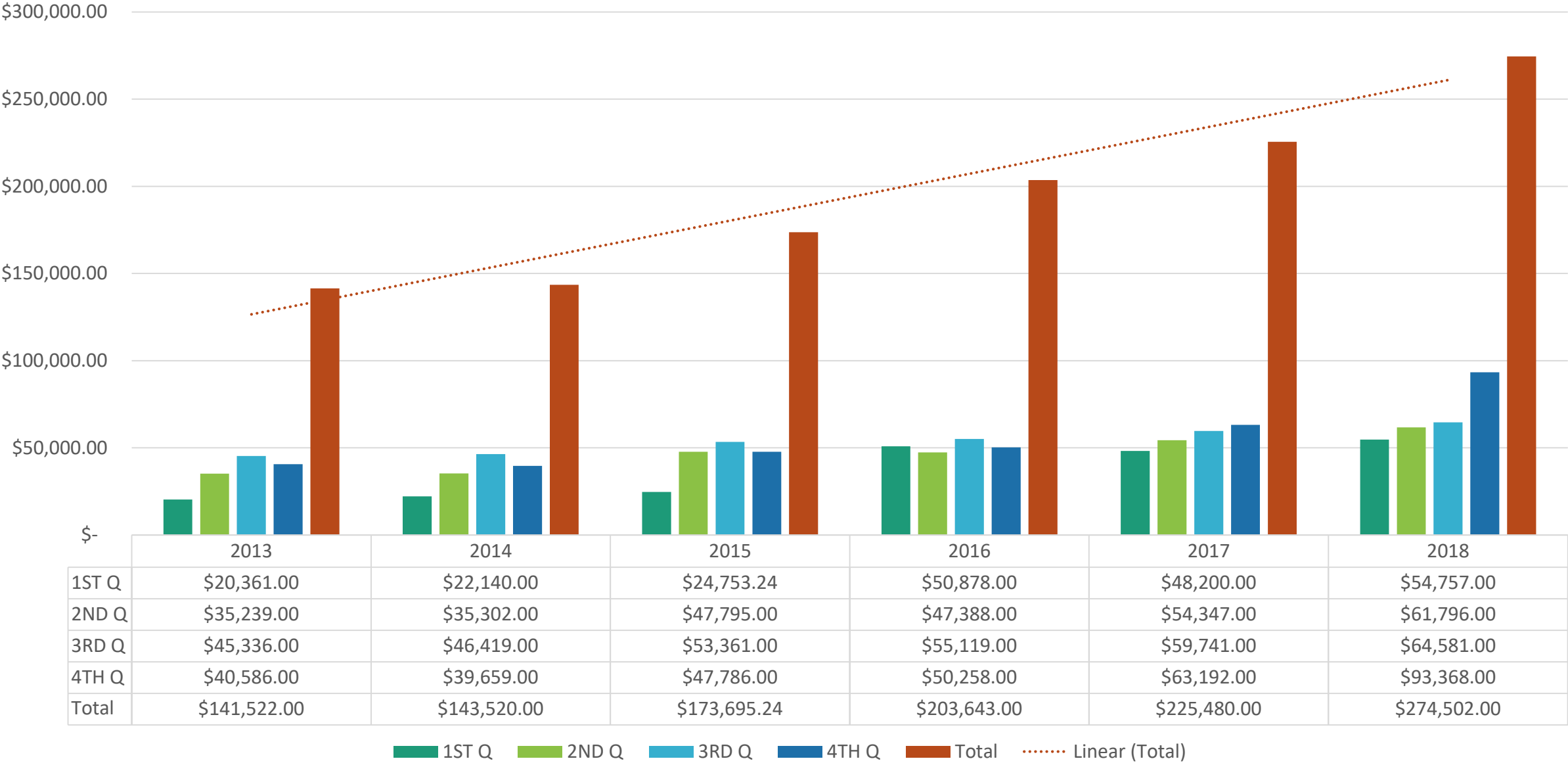
2013-2018



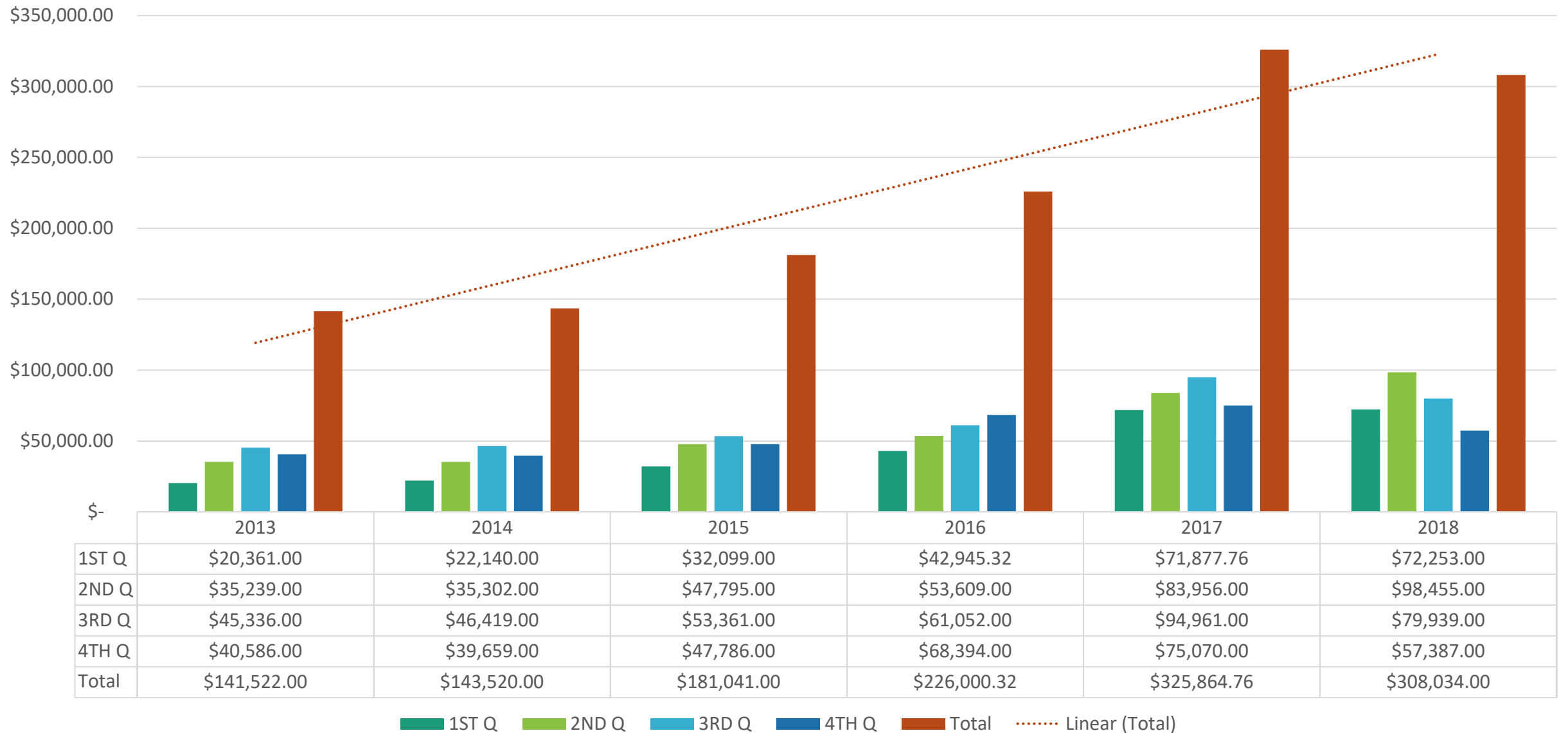
AUTOMOTIVE QUARTERLY COLLECTIONS
2013-2018



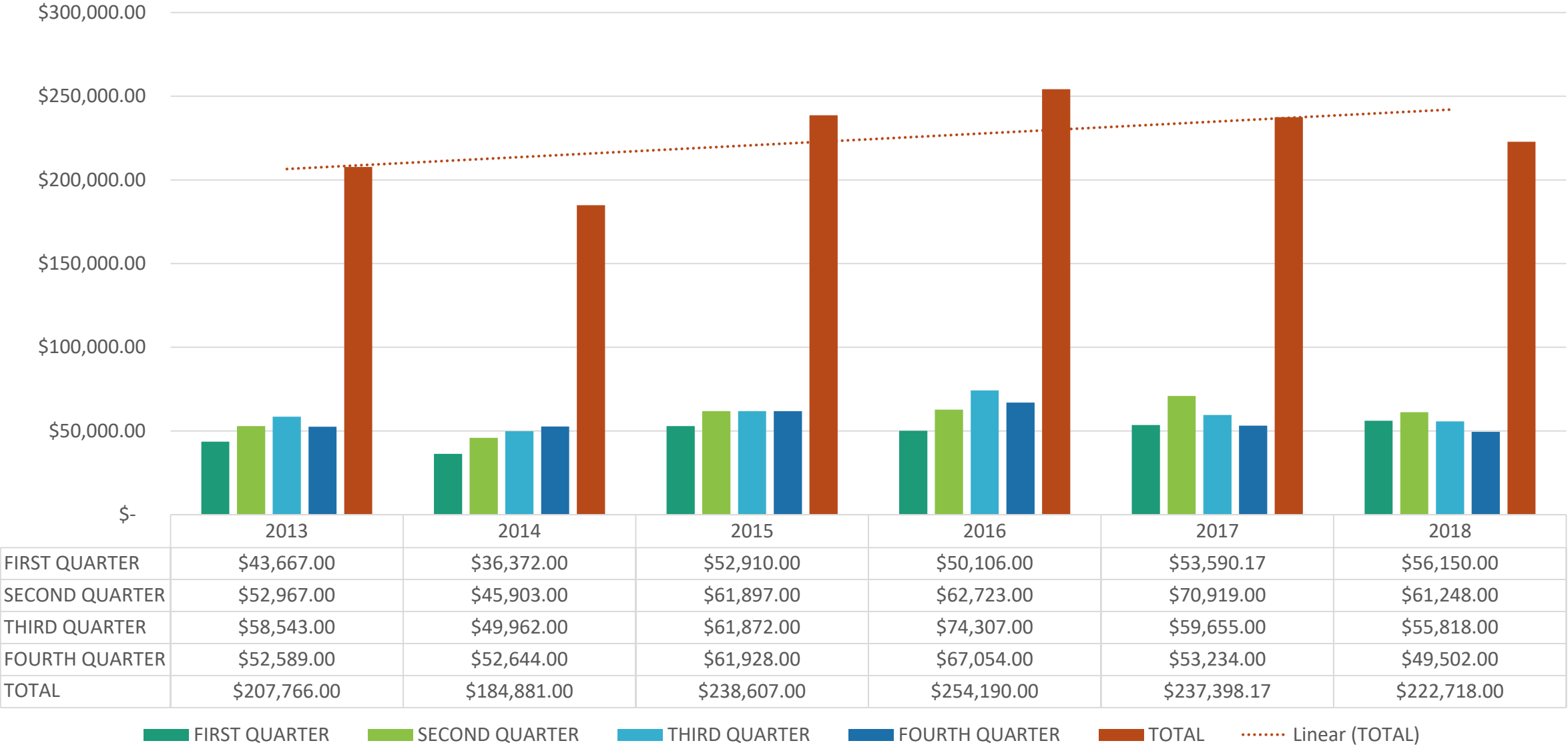
MISCELLANEOUS QUARTERLY COLLECTIONS
2013-2018



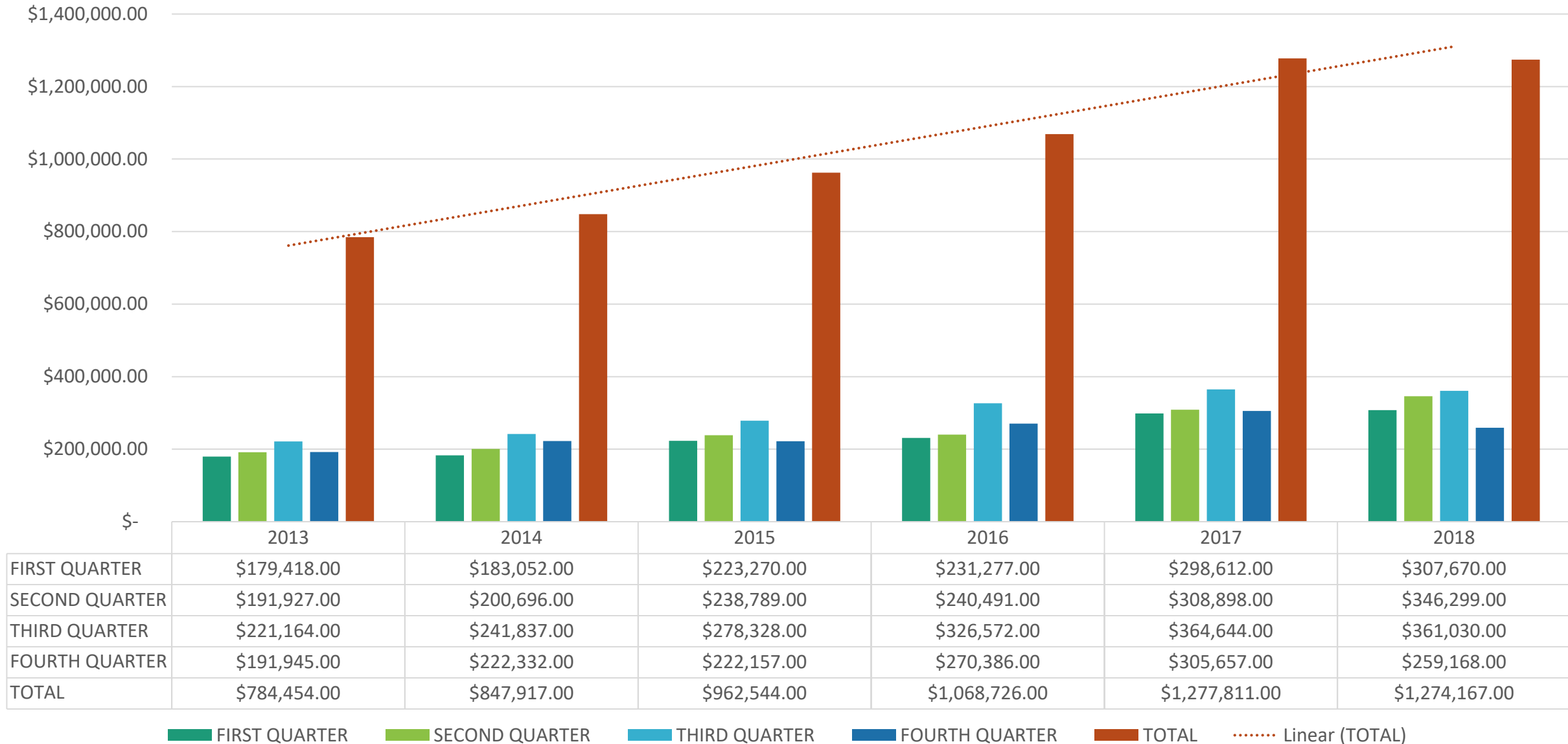
BUILDING/CONSTRUCTION QUARTERLY COLLECTIONS 2013-2018



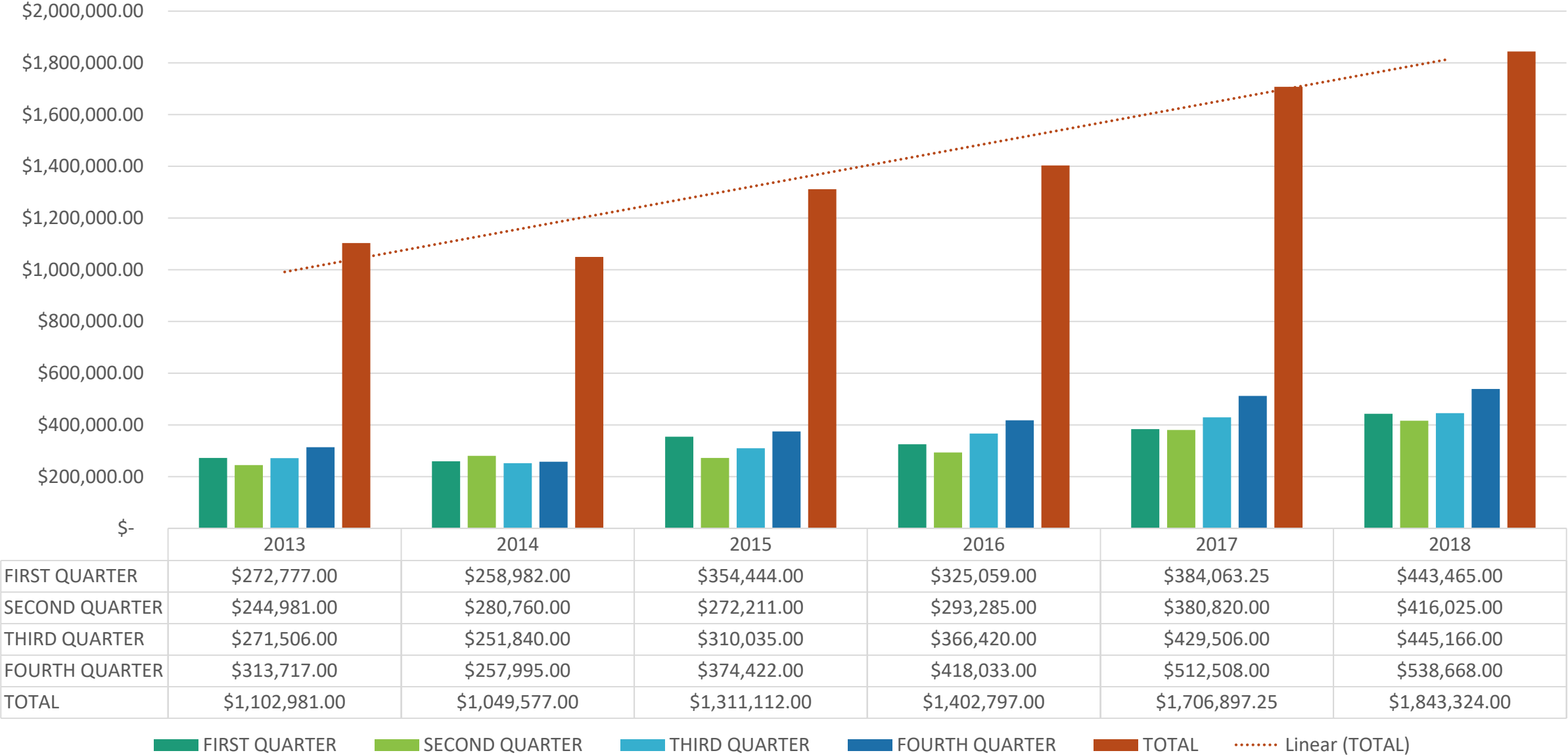
DOWN TOWN DISTRICT QUARTERLY 2013-2018



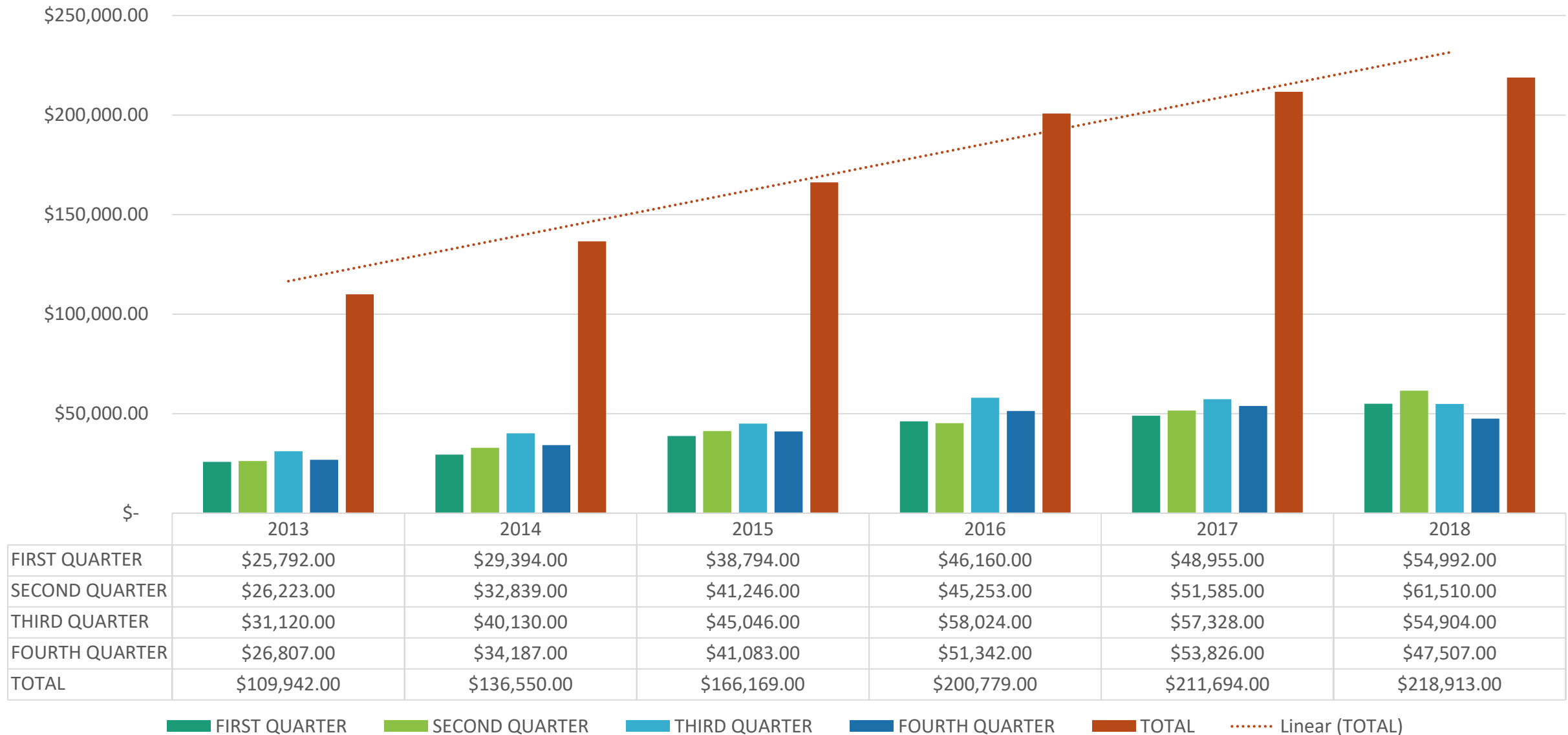
CHAMBERS AVENUE QUARTERLY 2013-2018



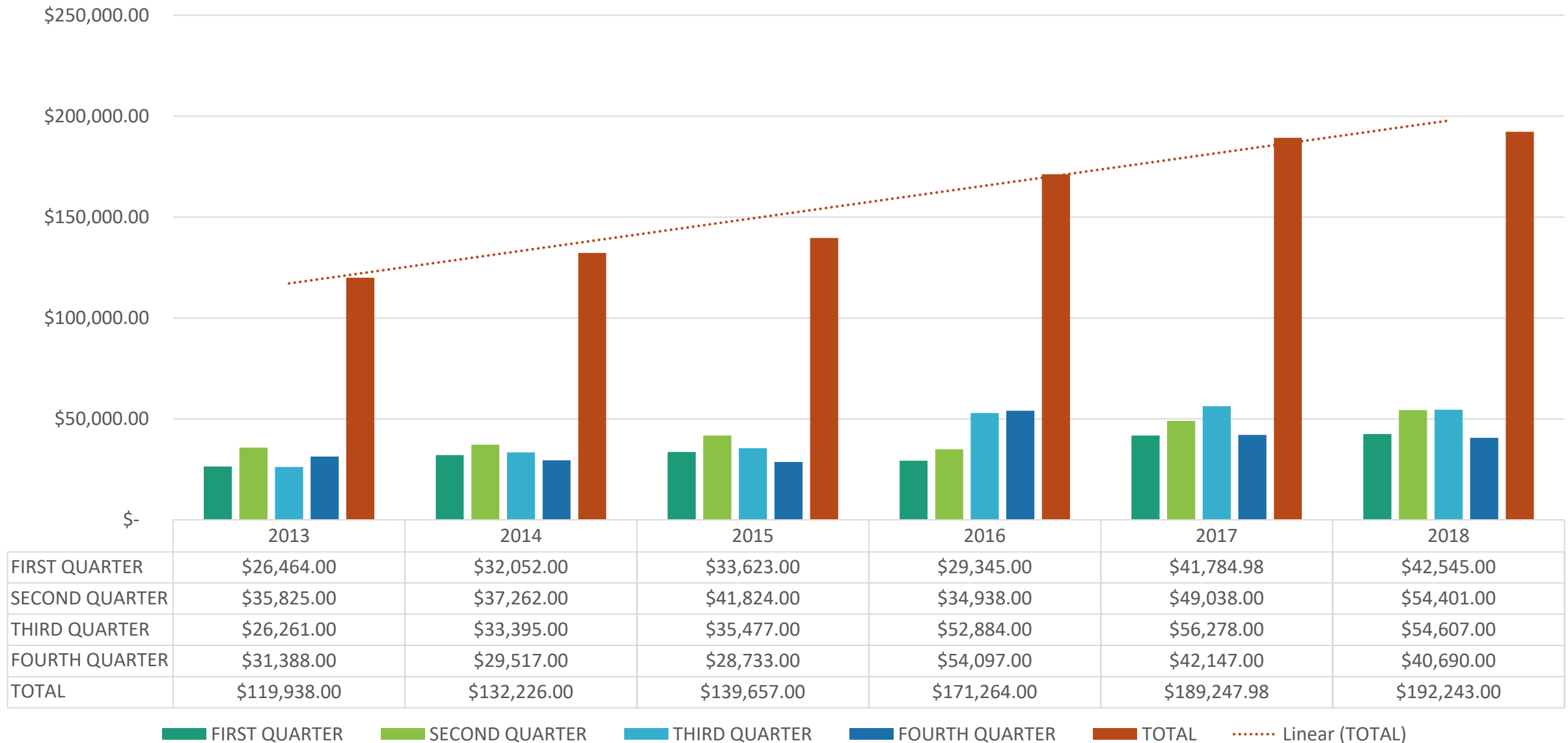
MARKET STREET QUARTERLY 2013-2018



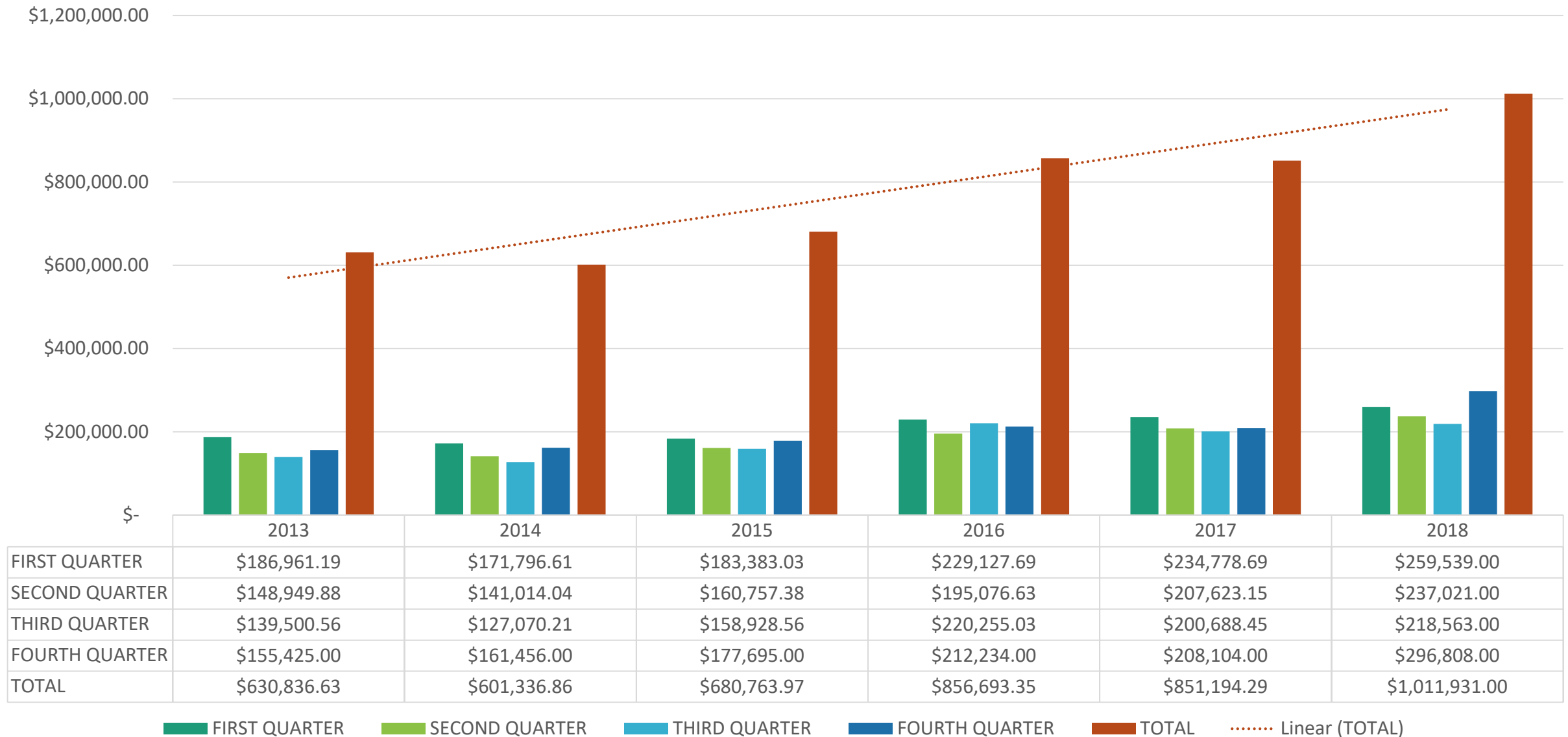
HIGHWAY 6/GRAND AVE. QUARTERLY 2013-2018



EAGLE RANCH QUARTERLY 2013-2018



OTHER AREAS QUARTERLY 2013-2018



Lower Basin Water Treatment Plant

Project Progress Report – February 7, 2019

SAFETY

Safety incident on 1/4/19 – Worker slipped on icy ground and dislocated his ankle.

Total manhours worked to date = 10,885

Health, Safety, and Environmental Incidents			
Incident Type	Details	Total Incidents in the Period	Total To Date
Health & Safety	Recordable on 1/4/19	1	1
Environmental	None for reporting period	0	0
Community	None for reporting period	0	0

SCHEDULE

Project schedule update provided to team on February 7, 2019

Notice to Proceed: 11 July 2018	<u>Original Contract</u>	<u>Current Contract</u>	<u>Forecast</u>
Total Contract Time	731 Days	750 Days	~750 Days
Substantial Completion Date	11 July 2020	30 July 2020	30 July 2020
Final Completion Date	11 September 2020	30 September 2020	30 September 2020

PROJECT FINANCIALS

The sixth payment application is scheduled to be submitted during the week of 2/4/19.

Preconstruction Contract Amount	\$638,062
Original Construction Contract Amount	\$22,938,752
Change Orders Approved to Date	\$107,441
Current Contract Amount	\$23,684,255
Forecast Cost At Complete	\$23,684,255
Change Orders Approved to Date	3
Payment Applications Submitted	5
Amount Billed to Date	\$2,563,781

PROJECT UPDATE SUMMARY

- Form, rebar, place and finished upper walls on deck at Raw Water Pump Station
- Began installation of Water Treatment Building under slab plumbing
- Installed waterproofing and insulation on Raw Water Pump Station foundation walls
- Water tested Raw Water Pump Station Basin
- Water tested Equalization/Waste Basin
- Completed backfilling around Equalization/Waste Basin
- Began backfilling Raw Water Pump Station foundation area

PLANNED ACTIVITIES FOR THE NEXT 4 WEEKS:

- Complete backfilling of Raw Water Pump Station foundation area
- Continue installation of Water Treatment Building under slab plumbing
- Install Structural fill for south sections of Treatment Building slab on grade
- Begin forming and installing rebar for south sections of Treatment Building slab on grade
- Begin forming and installing rebar for Equalization/Waste Basin deck
- Remove groundwater dewatering system at Raw Water Pump Station area

Eagle River Park

EXECUTIVE SUMMARY #23 - February 2019

Town of Eagle

NV5

Upland Park Designer: Alpine Engineering & Zehren Architects

White Water Park Designer: S2O Engineering

Contractor: Hobbs Excavating and Trucking, LLC.

Materials Testing: Ground Engineering

Recently Completed

- General
 - Eagle County Diversion Structure
 - Maintenance Ramp
 - Grade Control Feature #3
 - Restroom Toilet Fixtures

- Design
 - All Design Deliverables Complete
 - Gas Fire Pit Design

In Progress

- General
 - Restroom Interior Finishes
 - Utility Tie In's
 - Terracing by Maintenance Ramp
 - Restroom HVAC System
 - Restroom Light Fixtures
- Design
 - Construction Administration
- Communication
 - Website Updates
 - Eagle Eddie Update

Upcoming

- General
 - Case Property Irrigation Intake Structure
 - Upland Park Grading
 - Upland Park Terracing
- Design
 - Design Documents completed
- Communication

Project Schedule Summary

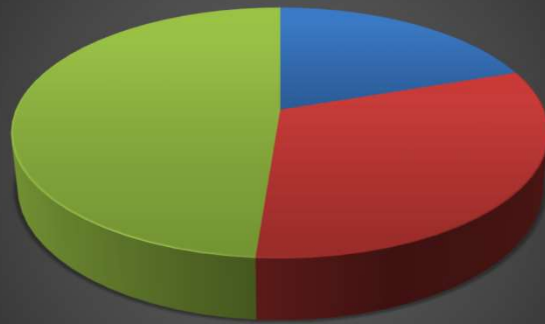
	Start	Completion
White Water Park Design	January-16	July-17
Upland Park Design	January-17	March-18
White Water Construction (Phase 1)	November-17	March-18
Upland Construction	March-18	July-18
White Water Construction (Phase 2)	September-18	December-18

Budget and Expenditures Summary

Description	Budget	Committed	Spent	% Spent	Balance
Soft Costs	\$ 1,231,679	\$ 1,150,206	\$ 967,226	79%	\$ 264,453
Construction Upland Park	\$ 1,962,739	\$ 1,962,739	\$ 1,218,623	62%	\$ 744,116
Construction White Water	\$ 3,042,654	\$ 3,042,654	\$ 2,492,484	82%	\$ 550,169
TOTAL	\$ 6,237,072	\$ 6,155,599	\$ 4,678,333	75.0%	\$ 1,558,739

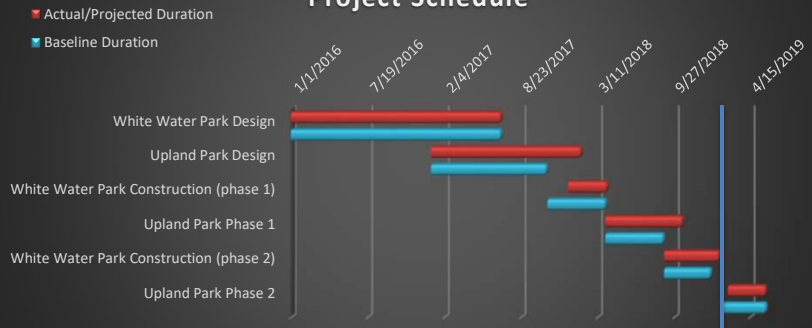
Total Budget includes GOCO

Projected Costs



Soft Costs Construction Upland Park Construction White Water

Project Schedule



Photos



Restroom Interior



Eagle County Irrigation Intake and Maintenance Ramp



To: Mayor and Town Board

From: Lynette Horan, HR Manager

Date: February 12, 2018

Re: Municipal Judge Finalist Recommendation

REQUEST:

Staff requests that the Board of Trustees review a recommendation to appoint Erik Johnson as the Municipal Court Judge.

INTRODUCTION:

Judge Buck Allen retired from the Town of Eagle. The Board of Trustees authorized staff to facilitate a hiring process to select the final candidate for appointment. A hiring committee comprised of staff from police, municipal court, and administration reviewed applications, conducted interviews, and ranked applicants. Erik Johnson was selected as the candidate. The committee was unanimous in its recommendation. The judge must be in place in time for the convening of court in March.

ANALYSIS:

The Town strives to provide an efficient, knowledgeable, fair and respectful criminal justice experience for our community. The hiring committee strongly recommends Mr. Erik Johnson as the candidate who effectively exemplifies these qualities. Please see the hiring committee summary attached to this memo.

BUDGET / FISCAL IMPACT:

The 2019 Budget for services is \$7,750 and \$7,100 remains. Mr. Johnson's proposal is \$7,500.00 for 2019. With only 1 court session scheduled for December, there are savings to accommodate this request.

COMMUNITY INPUT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: Major Objective No. 13. Improve Town Organization, Culture and Workforce Effectiveness; Standard Achieved - maintain positive employee/employer relations.

RECOMMENDED ACTION: Motion to accept hiring committee recommendation, Erik A. Johnson, Attorney at Law, and direct staff to start contract negotiations with an official appointment by the board on February 26.

ATTACHMENTS: Hiring Committee Summary
Erik A. Johnson RFP Submittal

TOWN OF EAGLE
Municipal Judge Recruitment
Hiring Committee Summary
Prepared by: Lynette Horan, HR Manager

Background: Upon receiving Judge Buck Allen's Resignation effective January 31, 2019, a formal RFP for Municipal Judge Services was created.

December 28, 2018: A formal RFP was posted to the Town of Eagle's Bidnet RFP site with the deadline to respond by 1/18/19.

Other Postings:

- Vail Daily, 9 days - 1/2, 1/3, 1/7, 1/8, 1/9, 1/10, 1/14, 1/15, 1/16
- Eagle Valley Enterprise 1/3/19
- Colorado Bar Association, 1/11/19 – 1/18/19

RFP Responses received: Seven qualified attorneys responded to the RFP by the deadline 1/18/19. One attorney responded post deadline and was not considered.

Interviews conducted 1/29/19: Four Attorneys were invited to interview with the hiring committee made up of the following staff members:

The hiring committee consisted of the following:

- Brandy Reitter, Town Manager
- Jenny Rakow, Town Clerk/Municipal Court Supervisor
- Rhonda Steggall, Municipal Court Clerk
- Erin Ivie, Records and Evidence Supervisor
- Bill Shrum, Assistant to the Town Manager
- Lynette Horan, HR Manager

Municipal Judge RFP Finalists Interviewed 1/29/19		
Individual	Firm	Location
Angel, Braden	Bloch & Chapleau, Cates, Ongert	Denver/Eagle
Holm, Courtney	Courtney Holm & Associates	Edwards
Johnson, Erik	Erik A Johnson Law Offices, Loveland Law	Eagle
McInnis, Care'	Current Judge in Parachute, Palisade, DeBeque, Silt Judge, Fruita Associate Judge	Grand Junction

Candidates were scored on the following criteria with a 5-scale rating system, with 5 being the best.

- A. Appropriate experience pertaining to the position
- B. Satisfied the RFP requirements
- C. Verbal communication skills and general demeanor
- D. Overall fit for the position

Outcome: Mr. Erik Johnson, scored the highest of all candidates and was the unanimous first choice based on fit for the town culture and values and court needs.

Mr. Johnson's strengths were identified by the committee as:

- Experienced, confident, fair but firm
- Would not create grey area in the application of rulings
- Resides in Eagle and is local
- Likes technology to streamline court processes
- Staff has interacted with him in the legal processes and has had respectful positive interactions
- He is safety conscious and would be a good mentor to Court Staff

References contacted confirm suitability for the Town. References contacted were:

- Attorney Jared Walters, U.S. Bankruptcy Trustee, Western Colorado
- Judge Fresques, County Court Judge, Eagle, CO
- Judge Olive, Fort Collins, CO

Hiring committee recommendation is unanimous: Erik A. Johnson, Attorney at Law.

ERIK A. JOHNSON LAW OFFICES. P.C.

Attorneys and Counselors at Law

850 Chambers Avenue

P.O. Box 5091

Eagle, CO 81631

Phone: (970) 481-8876

Web: erikjohnsonlawoffices.com

Email: eaglelawcenter@gmail.com

January 16, 2019

VIA EMAIL

lynette.horan@townofeagle.org

RE: RFP Town of Eagle contract Judge

TO: Town of Eagle Board of Trustees:

The attached Proposal is in response to the Town of Eagle (the "Town") Request for Proposal ("RFP") for contract Municipal Judge services.

RFP position

The attached Proposal responds to an RFP issued by the Town of Eagle for a contract Municipal Court Judge. General requirements include: Legal qualification; Availability for two days per month; Relevant experience to handle the job requirements in a fair, efficient, cost-effective manner; Ability and willingness to work with town staff, Court staff, police, prosecutors; Ability to consult with the Town Attorney, Board of Trustees and any committee; Ensure citizens are treated fairly; and Understand, apply and enforce the Municipal Code in a fair and impartial manner.

Qualifications

I am licensed to practice law in Colorado, in good standing.

Experience

I have successfully handled a wide variety of legal matters, primarily litigation and criminal defense. I have tried numerous cases to juries and judges in municipal, county, state district and U.S. federal courts. I have excellent depth of knowledge of criminal and code law and a thorough understanding of the principles, purposes and procedures of adjudication and sentencing.

Availability

I reside in Eagle. I am in private practice. Beginning in 2019 I have eliminated certain areas of practice that were very time-consuming, and also limited my practice geographically, to conserve time and travel. I can control my schedule to accommodate any foreseeable needs of the Municipal Court.

Effectiveness and efficiency

I have read thousands of police reports, criminal records, learning to analyze the information efficiently. In nearly 30 years of work in the legal profession I have learned to make decisions quickly, use my time efficiently, respect others' time and use limited resources effectively. With thousands of court appearances, I have learned, from observation and example, the most efficient methods of conducting hearings, advising people of their rights, procedures and imposing sentences.

Working relationships

I am acquainted with the current judge, court supervisor, court clerk, prosecutor, and represent that I have very good working relationships on professional and personal levels. I am committed to ensuring that all people are treated with respect and dignity and that all people involved in the system feel they are treated fairly.

Cost

This Proposal contemplates a cost of \$750 per month for two days of court per month.

Attached are documents related to the RFP.

I look forward to meeting with you.

Respectfully,

/S Erik A. Johnson

Erik A. Johnson

Encl.

ERIK A. JOHNSON

850 Chambers Avenue, P.O. Box 5091, Eagle, CO 81631

(970) 481-8876

email: eaglelawcenter@gmail.com

website: erikjohnsonlawoffices.com

Personal Profile - Brief Resume – Relevant experience, Education

Employment

Johnson Resources 1978-1988, Owner

Environmental Logging, lumber, sawmill, trucking, woodworking

Acumenics Research & Technology 1988-1991 Legal Analyst, historian

Contractor to U.S Department of Justice Environmental Enforcement Section

Litigation support, legal research, internal published work, chemical weapons production/disposal, top secret clearance, briefed U.S. Senators, Congressmen

Green International, Inc. 1991-1994, Construction Claims, Litigation support

Preparing, presenting and defending construction claims and surety bond claims for defects, delays, changed conditions for civil construction, mining, highway, rail in CO, FL, MI, CA, NV, TX, DC, GA, WA, Saudi Arabia, Australia and Guyana

Erik A. Johnson, Attorney 1994-2019

P.O. Box 5091, 850 Chambers Ave., Eagle, CO 81631,

Loveland, Fort Collins, Grand Junction, CO

Areas of practice: Criminal defense, Civil litigation Family law, Civil Rights,

Bankruptcy, Business, Code Enforcement, Construction

Jury and bench trials U.S. Federal District Court, Colorado, District Court,

County Court, Municipal Court

Education

J.D., University of Denver College of Law

B.S., Pennsylvania State University System, Ed., Political Science Journalism

Personal

Married, four children, five grandchildren, reside 430 Church St., Eagle, CO

Interests: Hiking, fishing, camping, gardening, woodworking, reading, writing

ERIK A. JOHNSON LAW OFFICES. P.C.

Attorneys and Counselors at Law

850 Chambers Avenue

P.O. Box 5091

Eagle, CO 81631

Phone: (970) 481-8876

Web: erikjohnsonlawoffices.com

Email: eaglelawcenter@gmail.com

January 16, 2019

PROPOSAL

Legal Services for the Town of Eagle: Municipal Court Judge Services

Deadline: January 18, 2019 at 5:00 PM

Summary: This is a Proposal for a Municipal Court Judge Services ("RFP") to provide legal services for the Town of Eagle ("Town") by **Erik A. Johnson**, Attorney at Law.

The objective is to provide a reliable and experienced individual with demonstrated knowledge of the law, municipal code, procedure, and to provide municipal court judge services in a comprehensive, timely, and efficient manner.

I have significant experience in matters addressed by municipal courts.
I also have significant ability and willingness to work with the court clerks, the Town Staff and the prosecuting attorney to preside over the Municipal Court.

The Proposal attempts to address the requirements set forth in the RFP.

Background: I have successfully handled all types of municipal infractions, including traffic and parking violations, assault, disorderly conduct, theft, liquor violations, noise, animal violations, public nuisance, building code violations, and other Municipal Code violations. I have practiced in the Municipal courts in Eagle, Fort Collins; Loveland; Wellington; Greeley; Longmont; Louisville; Lafayette; Boulder; Erie; Fort Lupton; Firestone; Lochbuie; Berthoud, Estes Park; Johnstown; Brighton; Denver and Aurora. This includes numerous jury and bench trials. This requires me to thoroughly understand and work with municipal code, policy and procedure. I am a trained and certified mediator and I have worked as a mediator/arbitrator and have been asked to decide matters in dispute or litigation.

Qualifications: I am a practicing Attorney at law admitted to practice in Colorado. I have never had a disciplinary action or grievance.

I have the qualifications and ability to provide the complete scope of services and exercise all judicial powers and duties as provided in the Town's Municipal Code and ordinances and in the Colorado Revised Statutes applicable to municipal judges. I am

presently able to preside over Municipal Court matters in which the Municipal Court has jurisdiction.

Reliability, character, integrity, reputation, judgment, experience and efficiency.

I have a lifetime record of reliability, good character, personal and professional integrity and good judgment. I confirm that any judicially-related appointment or contract requires compliance with the canons of judicial conduct: Every judge should uphold the integrity and independence of the court. Every judge should avoid impropriety and the appearance of impropriety in all activities. Every judge should perform the duties of the office fairly, impartially and diligently. A judge may engage in extrajudicial activities that are consistent with the obligations of the judicial office. Every judge should refrain from political activity.

Ability, capacity, and skill as a prospective judge, including Expertise and High performance. I have handled thousands of legal matters, as an officer of the court, with the highest standards, including prevailing at jury trials, obtaining favorable settlements, often under difficult circumstances and under considerable strain imposed by clients' dire circumstances, but without compromising ethical standards or candor with the court.

This includes **municipal court** matters such as: shutdown of businesses and establishments; shutdown of construction projects; business regulation violations; homeless mothers facing jail for shoplifting baby food, citizens facing loss of a beloved animal, distress over zoning and permit mistakes in construction; loss of liquor licenses; restitution in significant amounts that would result in financial disaster; massive accumulated disputed building code penalties; juvenile matters; litigation of housing regulations; and so on. All these matters were handled, not as a judge, but in collaboration with the court and prosecution to obtain a fair and just result.

Handling these matters, among others, has required that I have expertise in Prosecution of cases in municipal court, requiring complete knowledge of court rules, operation, powers and limitations of Statutory municipalities and Home Rule municipalities. Handling these matters has required complete knowledge of the applicable law, interpretation and practical enforcement of the Municipal Code, Municipal Traffic Code and Animal Control Laws.

Ability to determine compliance with applicable laws and ordinances. I have significant familiarity with Colorado statutes and the Municipal Code. I have successfully used the processes of legal analysis to determine applicability of laws, statutes, rules, regulations and codes, compliance – or non-compliance with those laws, virtually every weekday for many years for every conceivable purpose.

Ability to meet the time requirements of the Town. This Proposal contemplates two Municipal Court sessions per month. I plan to remain in Eagle and be available for the next two years and permanently thereafter. I am certain I will be able to coordinate cases with the Town Prosecutor and Court Clerk. I do not anticipate changing the existing scheduling of municipal court for 2019, twice a month on the second and fourth Tuesdays of the month at 3:00 p.m. at Town Hall, unless requested by the Town, police or staff. I would be available, or on call, as with any client, to perform research, advise or perform additional duties as required. My work ethic over the past 40 years has never been constrained by arbitrary time limitations. This is one benefit of considering a candidate who has been self-employed/managing partner for many years.

Adaptability of services to meet the needs of the Town. My broad background in most areas of the legal field, including dealing with enforcement, subpoenas, contempt, probation violations; and, also dealing with boards, committees, water boards, regulatory authorities, liquor boards, health departments, government agencies, corporations, insurance companies, legislatures, law enforcement (Sheriffs, town /city police, state police, DEA, Attorney General, U.S. Attorney, CBI, FBI,,,) provide the foundation to adapt to changing circumstances and developing issues.

Education. Degrees: Juris Doctor of Law; B.S. Political Science; Journalism. I am current on continuing education course requirements. (Current Colorado requirement 45 hours, completed 80 hours). I currently keep current on developments in criminal and procedural law. This includes keeping abreast of current legislation. I would confirm that I would obtain ongoing education and training, remaining current on all matters relating to municipal courts and municipal judges. I work closely, weekly, with other municipal court judges and will be able to discuss and review ongoing developments. I communicate regularly with legislators regarding important issues of concern and interest to stay informed.

Potential conflicts of interest in relation to the Town of Eagle. No potential conflicts with the **Town of Eagle** are known.

Existing workload and how to fit this contract into your existing work priorities. I am currently handling 28 criminal cases ranging from vehicular homicide, felony drug distribution to DUI, disorderly conduct. I am able to set cases in criminal court according to my schedule. I am handling approximately 26 bankruptcy cases. Bankruptcy creditor meetings are held only on Fridays on Western Colorado. All these cases turn over on a regular cycle and I can regulate the acceptance of new cases to balance the workload. I also am handling several non-urgent general matters.

Since January 1, 2019, I have stopped accepting cases such as family law, immigration, estate planning real estate, restraining orders, civil rights, evictions and

civil litigation regularly handled over the past 25 years. This makes additional time available. This policy was started prior to learning of this RFP.

Give an example or description of the working relationship you envision with the Court Clerk, other Town staff, and the Town Attorney. In the past couple of months I have handled five cases in the Eagle Municipal Court. All interactions and relationships with the prosecutor, court staff, judge and police were cordial, friendly and productive. Each matter was resolved in a positive and fair manner concerning all parties and staff. I have had a positive working relationship with the court supervisor for about five years, the prosecutor for about three years and the present court clerk for about four months. I have a positive and friendly professional relationship with several town police officers, the sheriff and several town staff, along with several healthy, personal friendships with town staff. I have recently had a productive and cordial relationship with the current judge. In working with the prosecutor and staff, I envision a collaborative, cooperative process that recognizes and acknowledges the value each party brings to the organization. I have always treated all staff with respect and dignity. Each staff member would be encouraged to bring forward new ideas to improve the efficiency of the court process and procedure. I would always be pleased to consult, seek advice and assist the Town Attorney regarding any legal issue.

What steps would you take to prepare for a hearing? I would be certain that the charges comport with the applicable law. I would be certain of the applicable rules of procedure and evidence. Be thoroughly versed in the applicable law including code, judicial interpretations, applicable sanctions, enforcement methods, penalties and range of options. Prepare to address any preliminary matters. Ensure all parties are ready to proceed. Be certain all parties are advised of their rights and are advised of the hearing procedures. Be familiar with the alleged factual basis of the matter; However, remain open to presentation of evidence that might refute the allegations.

Compensation: Compensation requirements refer to a flat fee contract rate of \$750 per month, paid monthly. Plus, sponsored membership in the Colorado Municipal Judges Association (Extensive network of valuable information, ongoing updates, developments, forms, procedures, recommendations). The RFP mentions additional duties or costs. As with all clients in my practice, I always obtain prior approval and a specific scope of work before incurring additional costs.

Respectfully submitted:

Erik A. Johnson

/s/ Erik A. Johnson

Attachments:

Resume

License

CLE certification, licensure/registration and continuing education training for the preceding calendar year,

References

References

RE: Provided services, appeared before or collaborated with recently:

Jared Walters, U.S. Bankruptcy Trustee, Western Colorado
(970) 456-3395
jcwalters7@gmail.com

Jamie Harrison, Attorney, Eagle, CO
(303) 915-2476
jharrismed@gmail.com

Bruce Carey, attorney, Eagle, CO
(970) 390-0600
brucecareylaw@gmail.com

Judge Fresques, County Court Judge, Eagle, Co
(970) 328-6373
fax (970) 328-6328

Dillon Roberts, Deputy District Attorney, State Representative, Eagle, CO
(970) 328-6947
droberts@DA5.us

Cathy Chandler Henry, Eagle County Commissioner/George Henry, Brush Creek
Electric
(970) 390-3104
Kathy.chandlerhenry@eaglecounty.us

John Easley, Current/former Municipal Court Judge, Millikan, Estes Park, Loveland,
Berthoud
(970) 667-5838
easleyLV@comcast.net

Stewart Olive, Municipal Court Judge, Wellington, Timnath, Berthoud
(970) 482-4329
stewart@olivelaw.com

Additional references available upon request

Continuing Legal & Judicial Education Information

JOHNSON, ERIK ALFRED

Registration #: **23989**

Current CLE Period : 1/1/2016 Thru 12/31/2018

[Enter Online Affidavits](#)[Print Current Transcript](#)[Print Affidavit Form](#)

[Print New Affidavit Form](#) (Requires [Adobe Acrobat Reader](#))

Course	Seminar Date	Total Credits	Ethics Credits**	Sponsor
Affidavit ID				
FELONY DUI: LAW & PENALTIES	08/19/2017	1	0	CLECI
543557416				
OPENING SENTENCE: WINNING	08/27/2017	3	0	CLECI
543557412				
PRES SKILLS: IN & OUT OF CRTRM	09/09/2017	2	0	CLECI
543557408				

NEW COLORADO GUN LAWS

10/14/2017

1

0

CLECI

543557420

CROSS EXAMINATION: ADV

12/01/2017

7

0

CLECI

543427445

WINNING AT TRIAL

12/09/2017

9

0

CLECI

543557422

TRIAL SKILLS: PERSUASIVE

12/30/2017

5

0

CLECI

543557426

Public Perception of Lawyers vs Ethical

12/09/2018

1.5

1.5

TRTINC

543557116

The Riles of Recusal

12/10/2018

2

0

TRTINC

543557222

Digital Age Challenges to Legal Ethics	12/12/2018	2.5	0.5	TRTINC
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543557270				
MICROSOFT OUTLOOK: LAW OFFICE	12/16/2018	3	0	CLECI

543555897				
DUI & DUID: ADVANCED PRACTICE	12/20/2018	7	1	CLECI

543555898				
The Many Sides of Bankruptcy	12/21/2018	7	0	CLECI

543557119				
RUN YOUR OWN PRACAT: SUCCESS	12/28/2018	19	7	CLECI

543555896				
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Totals		70.0	10.0	
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** Ethics credits are included in Total credits column

CSSC Attorney Registration Payment - ATTY 23989

ib

attorney_registration@coloradosupremecourt.us

Tue, Jan
15,
11:14
AM (1
day ago)

ERIK ALFRED JOHNSON

Erik A. Johnson P.C.

850 Chambers Ave.

PO Box 5091

Eagle CO 81631 United States

Phone: (970) 481-8876

Fax: (970) 360-1084

E-mail: LOVELANDLAW@GMAIL.COM

----- Line Items -----

Current Registration Fees (2019) \$325.00

Total \$325.00

NOTE: All amounts are shown in United States Dollars (USD).

Foreign currency conversion, if required,

takes place at time of payment.

Thank you for your payment.

----- Payment Details -----

Name: ERIK JOHNSON

Address: 850 Chambers Ave. PO Box 5091

City: Eagle

State: CO

Zip: 81631

Country: US

Paid on 01/15/2019

Payment Transaction ID: 245468949

Your credit card ending in 1070 has been charged \$325.00 (USD)

The charge to your account will appear as "CO ATTY Registration"



To: Mayor and Town Board of Trustees

From: Morgan Landers, AICP, Town Planner/Community Development Director

Date: February 8, 2019

Agenda Item: Eagle County Housing IGA

REQUEST: Review of the proposed IGA and staff direction for next steps.

BACKGROUND: The Town of Eagle adopted Section 4.04.110. - Inclusionary residential requirements for local employee residency (LERP) in 2002. The intent of the program is to “mitigate the impact of market rate housing construction on the limited supply of available land suitable for housing, and to increase the supply of housing that is affordable to a broad range of persons who live and/or work in the Town.” Since the adoption of these requirements, the town has added 29 deed restricted for-sale units to the town’s affordable housing portfolio including single family, townhomes, and condo units in the Bluffs, Soleil Homes, Brush Creek Village, the Terrace, and the Lofts on Eagle River. In addition to these units, Eagle Ranch also has 31 deed restricted units that fall under the Eagle Ranch Housing Corporation.

ANALYSIS: The Valley Home Store was created in 2008 and began assisting the Town of Eagle in the management of its affordable housing stock in 2009. The Town of Eagle has received support for a variety of items including the initial drafting of deed restrictions, setting of initial sales price points, acting as a listing broker for deed restricted units, ensuring that deed restrictions remain in place when TVHS is not the broker, and qualifying potential buyers based on the criteria of the program. Currently, TVHS provides these services for housing stock in Avon, Eagle Ranch, and unincorporated Eagle County through financial contributions of various amounts. To date, the Town of Eagle has been receiving these services free of charge. The proposed IGA is requesting the following for services provided:

1. Flat fee of \$2500 for the management and oversight of current inventory, first time home-buyer class, and information management for 2019
2. Flat fee of \$500 per unit sold when TVHS is not the listing broker (town usually sees 0-4 of these per year)
3. Hourly rate for development review services at a rate of \$60/hour as a pass-through cost to applicants

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

- Ensures consistency in the town’s practice and application of guidelines
- Ensures that the town’s deed restricted housing stock is managed and monitored so that deed restrictions are not neglected by brokers/title companies/lenders
- Ensures compliance with the town’s guidelines so that units are utilized as intended
- TCHS has knowledge of the housing stock and relationships with the broker community
- Deep experience with housing market pricing and market fluctuations
- Ensures that future housing stock is formalized consistent with existing inventory and priced appropriately upon roll out into the market

Potential Impacts to proposed IGA:

- Additional pass-through costs to development applicants

- Annual budget requests that may increase depending on number of units sold

COMMUNITY INPUT: This is not a public hearing and no public comment has been received.

BUDGET / STAFF IMPACT: The board allocated \$2,500 in the Community Development budget for 2019 for LERP administration. This amount covers the lump sum amount of general services, however, does not cover the flat rate for real estate transactions that TVHS is not the listing broker of. This potential cost could range from \$0-\$2,000 depending on how many units are sold. At this time, it is unclear whether the Community Development budget will realize enough savings to absorb the additional amount. To solve for the gap in the budget, staff has outlined the following options:

- Research the ability to add the flat fee as a closing cost for transactions when TVHS is not the listing broker
- Wait to allocate funds for item #2 until a unit or units come online and re-evaluate the budget at that time to authorize work

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The town's strategic plan outlines Major Objective #8: Improve Housing Affordability and Availability. Solutions in that objective include working actively with Eagle County on efforts to provide affordable housing. The county continues to be a primary partner with the town in the development and management of affordable housing and execution of this agreement would assist the town in developing new inventory while maintaining existing inventory.

RECOMMENDED ACTION OR PROPOSED MOTION: Direct staff to proceed with agreement and draft resolution for adoption at the next regular board meeting.

ATTACHMENTS:

Cover Letter Eagle County

Draft IGA between the Town of Eagle and Eagle County

**EAGLE COUNTY HOUSING AND
DEVELOPMENT AUTHORITY**

500 Broadway
P.O. Box 850
Eagle, Colorado 81631
Phone: (970) 328-8773
Fax: (970) 328-8787



KIM BELL WILLIAMS
Executive Director

February 4, 2019

Town of Eagle
c/o Brandy Reitter, Town Manager
brandy.reitter@townofeagle.org
Community Development
c/o Morgan Landers, Community Development Director
morgan.land@townofeagle.org
200 Broadway or P.O. Box 609
Eagle, CO 81631

Re: IGA agreement for housing services

Dear Brandy and Morgan,

The purpose of this letter is to outline the terms of the attached agreement between Eagle County Housing and Development Authority (ECHDA) and Town of Eagle (Town) for affordable housing services that are to be provided by The Valley Home Store (TVHS).

TVHS was formed in 2008 to be a multijurisdictional housing management organization that provides centralized services without requiring participating entities to cede control over local housing policy. One goal of TVHS was to provide a single point of contact to affordable housing programs and consumers and thereby eliminating confusion, duplication of services, and cost inefficiencies. TVHS desires to eliminate redundancies and create common nomenclature for affordable housing programs throughout Eagle County.

TVHS currently manages and administers eight deed restriction programs through agreements with four different organizations. The administrative component includes qualifying buyers, annual residency affidavits, approving capital improvements, facilitating sales, and acting as a resource for Realtors, appraisers and lenders. TVHS also provides free education to the general public, foreclosure prevention or mitigation counseling, offers down payment assistance programs, and serves as a rental resource for the community. TVHS staff strives to provide excellent customer service in all of their work, evidenced by positive customer service surveys. TVHS staff are licensed Realtors and experienced in the resale of deed restricted housing units.

The following services will be provided to the Town by TVHS exclusively for the Town's stock which does not include inventory in Eagle Ranch Housing Corporation's stock within the Town.

1. Resource and administration for the resales of the Town's deed restricted housing stock, currently at 29 units. Eagle Ranch's stock is currently at a balance of 31 units, for a total of 60 units within the Town, however the Eagle Ranch stock is under a separate agreement. Compensation is based on an hourly rate of \$60 estimated over 40 hours in 2019.
2. Administration of the deed restriction requirements when TVHS is not the listing broker including for sale by owners and open market brokers. Compensation for this service paid by the Town at \$500 per

unit for compliance, buyer qualification, etc.

3. TVHS will serve as a resource to Town for new LERP units coming to market. Compensation for this service will be at \$60 per hour invoiced monthly and to be treated by the Town as a pass through as needed and authorized by the Town.

TVHS and the Town have been working collaboratively for many years now. This Agreement will solidify that relationship. Thank you for the opportunity to be partners in providing attainable housing to our community.

Most sincerely,

A handwritten signature in black ink, appearing to read 'Kim Bell Williams', with a stylized, flowing script.

Kim Bell Williams
Executive Director

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

This Agreement made this _____ the day of February 2019, by and between Eagle County Housing and Development Authority, a body corporate and politic ("ECHDA") and the Town of Eagle, a municipal corporation (the "Town").

WITNESSETH

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

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

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

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

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

WHEREAS, The Valley Home Store was formed by the Eagle County Housing and Development Authority in 2008 and ECHDA is the majority member of TVHS with 99.9% ownership (Eagle County Housing and Development Authority and The Valley Home Store may collectively be referred to as ECHDA/TVHS); and

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

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

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

AGREEMENT

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

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

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

2. Term of the Agreement. This Agreement shall commence upon the date first written above, and subject to the provisions of paragraph 11 hereof, shall continue in full force and effect through the 31st day of December, 2019.

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

3. Extension or Modification. Town and ECHDA may mutually renew and extend the Agreement for additional one-year terms. Such renewal and extension shall occur by Town sending via e-mail a renewal request (“Renewal Request”) to ECHDA. ECHDA may accept the Renewal Request via e-mail. Any other change or modification to the Agreement shall be in writing signed by each party. The Eagle Town Manager may approve Renewal Requests and rate adjustments on behalf of the Town.

4. Compensation. Town shall compensate ECHDA for the performance of the Services in a sum computed and payable as set forth in Exhibit A.

- a. Payment will be made for Services satisfactorily performed within thirty (30) days of receipt of a proper and accurate invoice from ECHDA. All invoices shall include detail regarding the hours spent, tasks performed, who performed each task and such other detail as Town may request. Separate invoices shall be generated for the separate tasks outlined in Exhibit A.
- b. Notwithstanding anything to the contrary contained in this Agreement, Town shall have no obligations under this Agreement after, nor shall any payments be made to ECHDA in respect of any period after December 31 of any year, without an appropriation therefore by Town in accordance with a properly adopted budget.

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

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

- a. All persons employed in the performance of such Services for the Town, pursuant to this Agreement, shall be employees of Eagle County Government. Staff working at TVHS are licensed real estate agents in the state of Colorado. TVHS is a licensed real estate brokerage company.
- b. The rendition of the Services provided for herein, the standards of performance, the discipline of staff, and other matters incident to the performance of such Services and the control of personnel so employed, shall remain with ECHDA.

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

- a. ECHDA agrees to indemnify, defend and hold harmless, to the extent allowed by law, the Town, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever, arising out of or related to ECHDA's intentional or negligent acts, errors or omissions or that of its agents, officers, servants, and employees, whether contractual or otherwise. Likewise, the Town agrees to indemnify, defend and hold harmless, to the extent allowed by law, ECHDA, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever arising out of or related to the Town's intentional or negligent acts errors or omissions or that of its agents officers, servants and employees, whether contractual or otherwise.
- b. ECHDA and the Town shall respectively provide its own public liability, property damage, and errors and omissions insurance coverage as each party may deem adequate and necessary for any potential liability arising from this Agreement. Further, ECHDA and the Town, respectively, shall name, subject to the approval of each respective party's insurance carriers, the other respective party as a co-insured under such insurance policies to the extent of any potential liability arising under this Agreement and, upon reasonable written request, shall furnish evidence of the same to the other respective party.

8. General Provisions.

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

ECHDA:

Attention: Kim Bell Williams

500 Broadway

Post Office Box 850

Eagle, CO 81631

Telephone: 970-328-8773

Facsimile: 970-328-8787

E-mail: kim.williams@eaglecounty.us

With a copy to:

Eagle County Attorney

500 Broadway

Post Office Box 850

Eagle, Co 81631

Telephone: 970-328-8685

Facsimile: 970-328-8699

E-mail: atty@eaglecounty.us

TOWN:

Town of Eagle:

Community Development Director

Post Office Box 609

Eagle, CO 81631

Telephone: 970-328-9651

Facsimile: 970-328-5203

E-mail: morgan.landiers@townofeagle.org

- b. Either party may change the address to which notices, requests, consents, approvals, written instructions, reports or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either the Town or ECHDA because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.
- c. No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

- d. This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by ECHDA or the Town other than those contained herein.
- e. This Agreement shall be binding upon the respective parties hereto, their successors or assigns and may not be assigned by anyone without the prior written consent of the other respective party hereto.
- f. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid Agreement or covenant were not contained herein.
- g. The Town has represented to ECHDA and, likewise, ECHDA has represented to the Town, that it possesses the legal ability to enter into this Agreement. In the event that a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this Agreement, this Agreement shall be considered null and void as of the date of such Court determination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first set forth above.

EAGLE COUNTY HOUSING AND
DEVELOPMENT AUTHORITY

By: _____

Jeanne McQueeney, Chair

Attest:

By: _____

Regina O'Brien, Clerk

TOWN OF EAGLE

By: _____
Mayor/Manager

Attest:

By: _____
Town Clerk

DRAFT

EXHIBIT A

SCOPE OF SERVICES AND FEES

The Eagle County Housing and Development Authority (“ECHDA”) formed The Valley Home Store, LLC (“TVHS”) in 2008 to be a multijurisdictional housing management organization that provides centralized services without requiring participating entities to cede control over local housing policy. ECHDA is the majority member of TVHS with 99.9% ownership. Economic Council of Eagle County is the only other member of the LLC. A goal of TVHS is to provide a single point of contact to affordable housing programs and consumers and thereby eliminating confusion, duplication of services, and cost inefficiencies. TVHS desires to eliminate redundancies and create common nomenclature for affordable housing programs throughout Eagle County.

TVHS currently manages the Town of Eagle’s (“Town”) Local Employee Residency Program (“LERP”) and has done so since 2009. This agreement does not include the inventory in Eagle Ranch, which is a separate agreement between ECHDA or TVHS and the Eagle Ranch Housing Corporation. Additionally, TVHS administers many other deed restriction programs through agreements with different organizations in Eagle County. The administrative component includes qualifying buyers, applicable annual residency affidavits, approving capital improvements, facilitating sales, and acting as a resource for buyers, sellers, developers, Realtors, appraisers and lenders. TVHS also provides free education to the general public, foreclosure prevention or mitigation counseling, offers down payment assistance programs, and serves as a rental resource for the community. TVHS staff strives to provide excellent customer service in all of their work, evidenced by positive customer service surveys. TVHS staff are licensed Realtors and experienced in the resale of deed restricted housing units. All services offered by TVHS will be available to individuals interacting with the Town LERP housing units.

The following services will be provided to the Town by ECHDA/TVHS:

1. Existing Town of Eagle LERP units - ECHDA/TVHS will serve as a resource to the Town and consumers regarding the Town’s **existing** affordable housing program by providing the following:
 - a. Management of the 29 existing LERP units with regard to pricing, refinancing, compliance, etc.
 - b. Manage all inquiries from public with regard to the LERP program, rules and regulations, sales process, available units, and other resources for the public including buyers, sellers and employees within in Town of Eagle;
 - c. Communicate Town’s information on TVHS website;
 - d. Provide at least one in person first time homebuyer education course at Town of Eagle Town Hall; and
 - e. Compensation for this service will be \$2,500 and will be paid by the Town to ECHDA/TVHS.
2. Existing Town of Eagle LERP units, managing Deed Restriction documents and processes when TVHS is not the listing broker, examples include a for sale by owner listing or when a property is listed by an open market broker:
 - a. ECHDA/TVHS will assist sellers, buyers, Realtors, lenders, and appraisers

- through the process;
 - b. ECHDA/TVHS will calculate maximum resale prices for sellers, including calculation of capital improvements;
 - c. ECHDA/TVHS will qualify and approve buyers;
 - d. ECHDA/TVHS will prepare and provide required deed restricted documentation for closings; and
 - e. Compensation for this service will be \$500 for each unit listed for sale either by owner or a brokerage other than TVHS. The fee will be paid by the Town to ECHDA/TVHS.
3. New Town of Eagle LERP units - ECHDA/TVHS will serve as a resource to the Town, developers and Realtors as **new LERP units** are brought to market and constructed as follows:
- a. ECHDA/TVHS will assist developers and realtors in understanding the LERP program and provide basic initial analysis including initial maximum sales price and market analysis;
 - b. Review as requested Local Employee Residency Plan(s) and provide analysis to Town staff and/or Board of Trustees;
 - c. Attend work sessions with Board of Trustees or Planning and Zoning Commission as requested and provide recommend best practices;
 - d. ECHDA/TVHS will assist developer and/or Listing Broker with initial deed restriction application and marketing development;
 - e. ECHDA/TVHS shall maintain a waitlist of buyers for new development;
 - f. ECHDA/TVHS will qualify and approve initial buyers;
 - g. ECHDA/TVHS will prepare and provide required deed restricted documentation for initial closings; and
 - h. Compensation for this service will be billed **monthly** at a rate of \$60/hour. ECHDA/TVHS acknowledges that this cost will be treated as a pass through cost by the town as third party consultants for development review as outlined in the Town of Eagle Municipal Code.



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: February 12, 2019

Agenda Item: Ordinance 04-2019 – Amending the code regarding the consumption of beer and wine i

REQUEST:

Staff is requesting that the Board of Trustees review an ordinance to amend the consumption of beer and wine in designated town parks.

INTRODUCTION:

In 2018, the state legislature amended existing liquor laws to allow municipalities to offer full strength beer, wine and spirits in public places (effective in 2019). The applicable law is [SB 18-243](#).

Per SB 18-243, an ordinance is not required. Authorization for:

- Fermented malt beverage
- Malt liquor
- Vinous liquor OR
- Spirituous liquor

may occur by ordinance, resolution, or rule. Presumably, this allows the Local Licensing Authority to adopt a rule, but that is a local decision. If there is a decision to allow beer – regardless of whether anything else will be approved – then the ordinance, resolution, or rule should recognize fermented malt beverages and malt liquor. While they will be the same starting on 1/1/19, they are still different under the law. Also note; the exclusion of consumption in any public right of way, which we interpret to be only related to this portion of the statute and does not impact special event permits or common consumption areas.

ANALYSIS:

The ordinance replaces section 9.15.070C in the municipal code. The current language is:

Nothing in this section shall prohibit the consumption or possession of fermented malt beverages or malt, vinous or spirituous liquor in the following public parks located with the Town:

1. Bull Pasture Park
2. Main Town Park
3. Chambers Park

The proposed language is:

Nothing in this Section shall prohibit the consumption or possession of fermented malt beverages (beer) and vinous liquors (wine) in the following public parks: The Main Town Park at 500 Broadway Street, Chamber's Park at 100 Fairgrounds Road and Eagle Town Water Park at 200 Fairgrounds Road, subject to the following limitations:

1. No alcohol beverages in glass containers are allowed.
2. No alcohol beverage shall be consumed in any parking lot or inside a motor vehicle.
3. No alcohol beverage shall be possessed or consumed in any designated park when the park is closed, or between the hours of 11:00 p.m. and 7:00 a.m.
4. Any Town official, including without limitation the Town Manager, Town Clerk, Town Special Event Coordinator and any Town Police Officer, may order any individual to remove alcohol beverages from the park at any time, for any reason.

Pros:

- The ordinance cleans up the code and is less vague about the location of parks and timeframes.
- Clarifies authority of town staff to enforce the code.
- The language aligns with state statutes.
- Allowing for beer and wine only, strikes a balance.
- Adding the River Park before the event season starts will make it easier to apply the same standards to the new facility.
- Not allowing glass containers will ensure the safety of park users.

Cons:

- Even with allowing beer and wine, some residents might want to include spirits.
- Alcohol is still a public health and safety hazard.
- Town staff will have to increase enforcement.

COMMUNITY INPUT:

Community input not required.

BUDGET / STAFF IMPACT

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This ordinance aligns with the following standards:

Strategic Plan Business Values – Economic Development

The ordinance allows for town events to remain competitive with the valley by maintaining current offerings. Allowing alcohol consumption in the River Park will enhance future events that are an important economic driver for the town.

RECOMMENDED ACTION OR PROPOSED MOTION:

1. Motion to **approve** or **deny** adoption of Ordinance 04-2019, "An Ordinance of the Board of Trustees of the Town of Eagle, Colorado Amending Section 9.15.070 of the Eagle Municipal Code Concerning the Consumption of Beer and Wine in Designated Town Parks"

ATTACHMENTS:

- Ordinance No. 04-2019

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 4
(Series of 2019)

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO AMENDING SECTION 9.15.070 OF THE EAGLE MUNICIPAL CODE
CONCERNING THE CONSUMPTION OF BEER AND WINE IN DESIGNATED TOWN
PARKS

WHEREAS, in response to recent changes in state law, the Town has considered specific regulations regarding the consumption of beer and wine in certain public parks, and further desires to generally address public consumption of alcoholic beverages in conjunction therewith; and

WHEREAS, the Board of Trustees finds that the amendment of the Eagle Municipal Code set forth herein is necessary to protect the public health, safety and welfare.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO, AS FOLLOWS:

Section 1. Section 9.15.070.C. of the Eagle Municipal Code is hereby repealed in its entirety and reenacted as follows:

Section 9.15.070. Possession of open alcoholic or fermented malt beverage container prohibited.

* * *

C. Nothing in this Section shall prohibit the consumption or possession of fermented malt beverages (beer) and vinous liquors (wine) in the following public parks: the Main Town Park at 500 Broadway Street, Chamber's Park at 100 Fairgrounds Road and Eagle Town Water Park at 200 Fairgrounds Road, subject to the following limitations:

1. No alcohol beverages in glass containers are allowed.
2. No alcohol beverage shall be consumed in any parking lot or inside a motor vehicle.
3. No alcohol beverage shall be possessed or consumed in any designated park when the park is closed, or between the hours of 11:00 p.m. and 7:00 a.m.
4. Any Town official, including without limitation the Town Manager, Town Clerk, Town Special Event Coordinator and any Town Police Officer, may

order any individual to remove alcohol beverages from the park at any time, for any reason.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 3. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON FEBRUARY 12, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: February 12, 2019

Agenda Item: Ordinance 05-2019 – Prohibit Photography and Videography in Areas of Public Buildings
Where Notice is Posted

REQUEST:

Staff is requesting that the Board of Trustees review an ordinance prohibiting photography and videography in areas of public buildings where notice is posted.

INTRODUCTION:

Staff has experienced recent events where members of the public have requested to take photos of staff to use for either public shaming or threatened write ups in newspapers and various media outlets. The purpose of these interactions is to intimidate and bully staff. As a result, this is creating a work environment where staff feels uncomfortable and unsafe. The behavior is an intrusion of privacy. The Town Attorney was consulted on the best way to prevent this from happening and still maintain accessibility for the public to staff and our facilities. The proposed ordinance accomplishes this goal and creates an enforcement mechanism for staff to reinforce good behavior by the public.

ANALYSIS:

The ordinance includes the following provisions:

- Posting of notices in certain areas that photography and videography is prohibited
- No person shall engage in photography and videography where notices are published
- The Town Manager or designee can authorize an exemption if photography or videography are for appropriate use

Pros:

- The ordinance will help ensure an environment where everyone feels safe and is respected
- Staff and the public will have more privacy
- This will give the town the ability to enforce the rules if there is a violation
- Mitigates any potential liability for the town

Cons:

- Even with an ordinance, this might not deter inappropriate behavior
- This is an additional regulation that staff will have to manage

COMMUNITY INPUT:

Community input not required.

BUDGET / STAFF IMPACT

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This ordinance aligns with the following standards:

- Strategic Plan – Staff Behavioral Values
 - In this plan integrity, respect, commitment, responsibility, collaboration and leadership are fundamental to the organization culture. This ordinance reinforce the values established by the BOT.

RECOMMENDED ACTION OR PROPOSED MOTION:

1. Motion to **approve or deny** adoption of Ordinance 05-2019, “An Ordinance of the Board of Trustees of the Town of Eagle, Colorado Amending Section 9.12.040 of the Eagle Municipal Code to Prohibit Photography and Videography in Areas of Public Buildings where Notice is Posted”

ATTACHMENTS:

- Ordinance No. 05-2019

**TOWN OF EAGLE, COLORADO
ORDINANCE NO. 5
(Series of 2019)**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,
COLORADO AMENDING SECTION 9.12.040 OF THE EAGLE MUNICIPAL CODE TO
PROHIBIT PHOTOGRAPHY AND VIDEOGRAPHY IN AREAS OF PUBLIC BUILDINGS
WHERE NOTICE IS POSTED**

WHEREAS, the Board of Trustees recognizes that the taking of photographs and video inside public buildings may raise certain concerns of public importance including without limitation the violation of public employee's privacy rights, breach of government security, and interference with public employee duties and the normal course of business operations;

WHEREAS, the Board of Trustees acknowledges that private individuals may, in certain circumstances, have rights to take photographs or video in public places;

WHEREAS, the Board of Trustees has balanced these public interests and private rights in determining conduct to be permitted with regards to photography and videography inside public buildings in the Town; and

WHEREAS, the Board of Trustees wishes to amend Section 9.12.040 of the Eagle Municipal Code to prohibit photography and videography in areas of public buildings where notice is posted.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE, COLORADO AS FOLLOWS:

Section 1. Section 9.12.040 of the Eagle Municipal Code is hereby amended by the addition of the following new subsection C. and the re-lettering of the subsequent subsections:

9.12.040. Public buildings, trespass, interference.

* * *

C. In the interest of public employee privacy rights, government security, or the performance of public employee duties, the Town Manager or designee may designate by the posting of notices certain areas of public buildings where photography and videography are prohibited. No person shall engage in photography or videography in any area of a public building where notice has been posted that such activity is prohibited; provided that this subsection shall not apply to law enforcement officers engaged in the lawful performance of official duties. In addition, the Town Manager or designee may authorize an exemption from this subsection when the Town Manager or designee finds that such photography or videography is necessary for a public purpose.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 3. Safety. This Ordinance is deemed necessary for the protection of the public health, safety and welfare.

Section 4. Effective Date. This Ordinance shall take effect 30 days after publication following adoption.

INTRODUCED, READ, PASSED AND ORDERED PUBLISHED this day of _____, 2019.

TOWN OF EAGLE, COLORADO

Anne McKibbin, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Board of Trustees

From: Jeremy Gross

Date: February 8, 2019

Agenda Item: Marketing & Events/Community Request Grant Process

REQUEST: Evaluate e-bike use on Town owned trails through a test period associated with the Eagle Outside Festival

BACKGROUND: In planning and managing the Eagle Outside Festival and working with the bike industry, I have had increased interest around the acceptance of E-Bikes and allowing E-bikes on certain trails in Eagle. Nearly every major brand in the industry is adding e-bikes into their product lineup and sales of e-bikes has increased 91% year over year (Source: The NPD Group / U.S. Retail Tracking Service, Independent Bicycle Dealers, Dollar Sales, January-December 2017). The Bureau of Land Management and the United States Forest Service have identified e-bikes as motorized vehicles which limits their use to trails specifically designated for motorcycle or off highway vehicle travel. While we do have some trails in Eagle that are open to e-bikes based on these trail designations they are not easily accessible and are more advanced trails, located high on hardscrabble mountain.

ANALYSIS: Staff has identified two trail sections that we recommend using to perform a test of e-bike use during the Eagle Outside Festival. The trails identified are Haymaker and part of the Eagle Ranch loops. The eagle ranch loops would require approximately 400 feet of new trail be cut between Riddle trail and E. Haystacker Dr. as a way to connect Riddle and Mayer trails without accessing BLM Lands. The trails would be marked for the event as the designated e-bike routes and would become directional travel trails for the weekend. The open space team would monitor the usage during the event and gather feedback about the use to report back to the board. Performing this test during the Eagle Outside festival would allow us to gather a large amount of data from a short time period based on the increased amount of trail users over the weekend and the ability for more riders to test e-bikes by engaging the brands who are attending the event with demo e-bikes.

COMMUNITY INPUT: Though a few discussions have occurred with local bike advocates, we are not engaging the community for this request. We would like to use the event weekend as a test to collect data and analyze the ongoing use of e-bikes before making a recommendation to the board for a permanent change to our rules at which time we would seek public comment.

BUDGET / STAFF IMPACT: None

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: Evaluating the use of e-bikes on trails aligns with the major objective of continuing to invest in outdoor activities, recreation and open space. The standards to design and develop parks and open space for uses that serve the people in Eagle and to Preserve and enhance access to Town, State, BLM, and Forest Service public lands were identified in the strategic plan. Performing this test will allow us to evaluate the growing use of e-bikes to determine if the ongoing use should be allowed on town trails.

RECOMMENDED ACTION OR PROPOSED MOTION: If a test is desired, direct staff as to which trails should be used to perform the test.

ATTACHMENTS:

<https://www.denverpost.com/2018/02/26/electric-bicycles-jeffco-open-space-trails/>

<https://peopleforbikes.org/wp-content/uploads/2018/06/Model-eBike-Legislation-06282018.pdf>

<https://www.singletracks.com/blog/trail-advocacy/electric-mountain-bikes-allowed-singletrack-colorado-yes-no/>

<https://www.npd.com/wps/portal/npd/us/news/press-releases/2018/the-us-bike-specialty-market-pedals-ahead-with-mountain-and-electric-bicycles-leading-the-pack/>



To: Town Board of Trustees

From: Mayor Anne McKibbin

Department:

Date: February 8, 2019

Re: NWCCOG Council Meeting, January 24, 2019, CMC Edwards

At the NWCCOG Council meeting on January 24, among other issues and housekeeping items, two topics of interest to the Town were discussed. As always, the agendas and packets for these meetings are posted on the NWCCOG website.

Regarding THOR, NWCCOG is submitting a modified application to DOLA for monies to support the lease of bandwidth from CDOT on its line along I-70. This is the second of the two main grants, the first being the \$1 million one just awarded at the end of last year. This change was made at the suggestion of DOLA, which recommending applying for three years of funding rather than ten. The amount per year remains the same. DOLA's opinion was that a shorter term on the grant was more likely to be successful.

NWCCOG is working with Ken Fellman, who is an attorney specializing in broadband consulting, to help structure the upcoming agreements with the various entities and jurisdictions that have indicated interest or intention to partner with NWCCOG on the THOR project. The goal of this assistance is to help make sure there is reasonably common language and terms among the agreements, and that those are set up to be consistent and non-conflicting to the extent possible. Ken may be reaching out to Eagle staff to offer assistance in this process.

NWCCOG staff has developed an RFP for network equipment, construction, and implementation, which is posted on its website, <http://nwccog.org/wp-content/uploads/2019/02/NWCCOG-Project-THOR-Network-Equipment-and-Infrastructure-RFP.pdf>, and is hoping to start getting partner entities officially signed on by April.

The other topic of interest is the 2020 Census. Two representatives from the Census Bureau's local and state offices made a good and compelling presentation to the Council about efforts underway to conduct the census, and, importantly, to offer assistance and outreach to the members of NWCCOG in promoting ways to help insure that the census gets as complete a count as possible. There is a link to this presentation on the NWCCOG web site here: <http://northwestcoloradoregion.org/DataCenter/Census-2020.aspx>.

BUDGET / STAFF IMPACT:

Both Project THOR have budget and staff impacts, depending on the direction chosen, as has and will continue to be discussed. Involvement in support of the Census and helping to spread the word about its importance may also involve staff and budget impacts, depending on what we decide to do, if anything, and how involved that gets.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The Strategic Plan alignment of Project THOR involves all of the Town's business values, particularly Economic Development, and touches directly or indirectly on most of the Town's major objectives, particularly 5) stimulate economic vitality and development, 6) invest in public safety to respond to evolving community needs, and 7) implement priority infrastructure improvements.

The Strategic Plan alignment for the 2020 Census also involves all of the Town's business values, as the Census provides key population metrics upon which many town, county, state and federal services are distributed or implemented. It is also the foundation of apportionment of our representation in Congress at the federal level, and in the State House and Senate in Colorado. The Census will have an effect on or provide foundational information in support of the Town's major objectives, particularly 1) develop a long term vision for Eagle, 5) stimulate economic vitality and development, 6) invest in public safety to respond to evolving community needs, 7) implement priority infrastructure improvements, 8 improve housing availability and affordability, and 10) address essential planning and land use challenges.

RECOMMENDED ACTION:

Recommend that we continue to give very careful thought to the benefits of following through on our stated intention to be a partner in THOR, and support staff in its work to evaluate and understand the challenges and potential of this effort.

Recommend that we schedule a presentation at a meeting later this year to hear from the Census Bureau's representatives about the importance of the Census, what the information is used for, and ways the Town and our community can be involved, including possibly setting up a local Complete Count Committee to help provide information and get the word out on this critical effort.

ATTACHMENTS:

none