



Town Council
Tuesday, February 13, 2024
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Times listed are approximate and are subject to change.*

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION *This will be an in-person meeting using Teams. Please note: All participants must remain muted until they are requested to speak. This will reduce background noise disruptions to the meeting attendees. When it's your turn to speak, you will have three (3) minutes for public comment. PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on this agenda can be submitted to Jenny Rakow, Town Clerk, and will be included as part of the record. For technical difficulties, please email jenny.rakow@townofeagle.org and we will do our best to assist you.*

1. **Microsoft Teams meeting**

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 236 651 740 956

Passcode: Bu3EG2

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

Or call in (audio only)

[+1 469-770-0416,,711750520#](#) United States, Dallas

Phone Conference ID: 711 750 520#

CALL TO ORDER - 6:00 PM

ROLL CALL

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

PUBLIC COMMENT - 6:05 PM *Citizen public comment offers an opportunity for citizens to express opinions or ask questions regarding town services, policies, or other matters of community concern, and any items that are not on the agenda. Please attempt to keep comments to three (3) minutes; time limits are established to provide efficiency in the conduct of the meeting and to allow equal opportunity for everyone wishing to speak. When appropriate, any questions by the public during public comment will be followed up on by the Town Manager and Town staff. Those who are speaking are requested to state their name and address for the record.*

PRESENTATIONS - 6:10 PM *Prescheduled presentations from the public are limited to 5 minutes. Invited presentations are limited to 10 minutes. Prior arrangements for presentations are made with the Town Clerk.*

1. Eagle Chamber of Commerce: Michelle Morgan, Executive Director - 2024 Strategic Plan & Budget

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

1. Minutes - January 23, 2024
2. Bill Pay - January 2024
3. Resolution 05, Series 2024, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Lot Line Adjustment for Lots 6 and 7, Block 1, Eby Creek Subdivision"
4. Resolution 09, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Contract with DRC Construction Services. For Sanitary Sewer System Cleaning"
5. Resolution 11, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado terminating the extraterritorial water service agreement for lot 3, Mosher subdivision, Eagle County, Colorado.

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

1. Town Manager Update
2. Department Update
 - a. 2023 Year End Sales Tax Report

BUSINESS ITEMS - 6:30 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Ordinance 01, Series 2024 "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 8.12.020 of the Eagle Municipal Code, for Purposes of Animal Control on Golf Courses"

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 6:45 PM *Council will use this time to propose future agenda items, provide updates on Council Committees, and address general discussion items.*

EXECUTIVE SESSION - 6:50 PM

1. Executive session to hold a conference with the Town Attorney and special counsel to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators pursuant to CRS 24-6-402(4)(e) regarding an Amendment to the Haymeadow Annexation and Development Agreement.

ADJOURN - 7:30 PM

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



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI – Eagle Guest



LARRY PARDEE
EAGLE TOWN COUNCIL

TOWN OF EAGLE
200 Broadway St., PO Box 609
Eagle, Colorado 81631

January 23, 2024

Dear Mr. Pardee and Respective Eagle Town Council Members,

On behalf of the Eagle Chamber leadership, we thank you for this opportunity to request funding for a part-time staff position at the Chamber.

While we've been able to increase the Chamber's production in the past couple of years to better serve the Eagle business community, increasing revenue to hire a part-time staff member has proven to be our greatest challenge. While we have the knowledge, experience and skill required to increase Membership, we lack the staff capacity to allocate a consistent schedule of a concentrated focus for Membership development.

After completing our 2024 budget, we've identified the prospect of hiring a part-time staff member at the rate of \$25 per hour for 20 hours per week at an annual cost of an additional \$26,000.00. Our leadership has concluded that hiring a qualified candidate will provide the expectation of reaching the goal of increasing our Membership, including a varying Member tier formula, from 180 to 200, by the end of 2024. The additional dues revenue from this plan is calculated at \$15,775.00. Our objective would be to allocate the additional dues revenue to continue the new part time staff position into 2025, funded by the proposed 2024 dues revenue increase along with the fundraising revenue gained from proposed budgetary increases for the Screaming Eagle Golf Tournament and Biztoberfest events. Please see the attached Strategic Plan and our 2024 budget for more details regarding the position of the Chamber, and details regarding this plan, based on the potential of hiring a part-time staff member.

We feel that by increasing revenue to maintain a dedicated staff person, we will concurrently be able to advance our goal of providing programming to the Business Community through increased availability of our Executive Director. While we have had success in this regards through the state's grant that is supporting Computer Literacy Training in the Spanish-speaking community, we feel we could be doing more in this regard. This goal aligns with the Town's strategic plan for economic development, whereby the Chamber is focused on supporting and building up our new and existing businesses.

We express our sincere gratitude to you and your entire staff for your invaluable support of the Eagle Chamber. Your commitment strengthens our community and fosters a thriving environment for local businesses. Thank you for being a cornerstone of the Eagle Chamber's success.

MICHELLE MORGAN
EXECUTIVE DIRECTOR

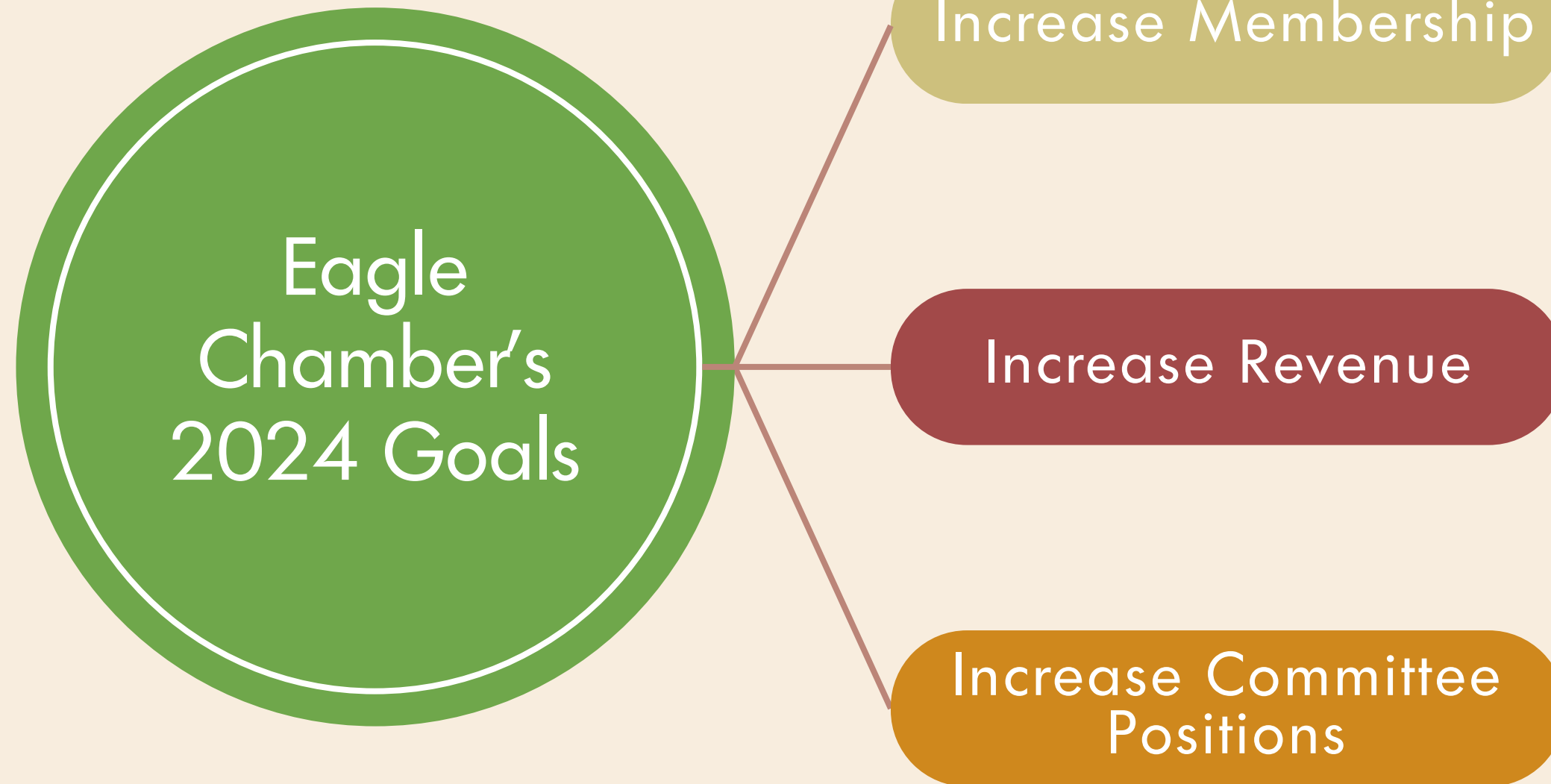
(970) 306-2262
100 Fairgrounds Rd., PO Box 0964
Eagle, Colorado 81631
www.eaglechamber.co
michelle.morgan@eaglechamber.co

MISSION

The Eagle Chamber of Commerce promotes economic vitality and quality community in the Eagle, Colorado area

VISION

The Eagle Chamber of Commerce aspires to be a driving force in commerce development and community connections in the Eagle, Colorado area



- Evaluate & Meet Current & Prospective Member needs
- Eagle Ranch Membership Drive
- Develop Chamber Homebuilders Association
- Membership Development
- Seek Grant Funding
- Increase Non-Dues Revenue
- Increase Board of Directors from 7 to 9 Positions for More Eagle Economic District Representation
- Create Economic Vitality Committee to Increase Business Advocacy

How the Eagle Chamber Serves Eagle's Business Community

Promotion

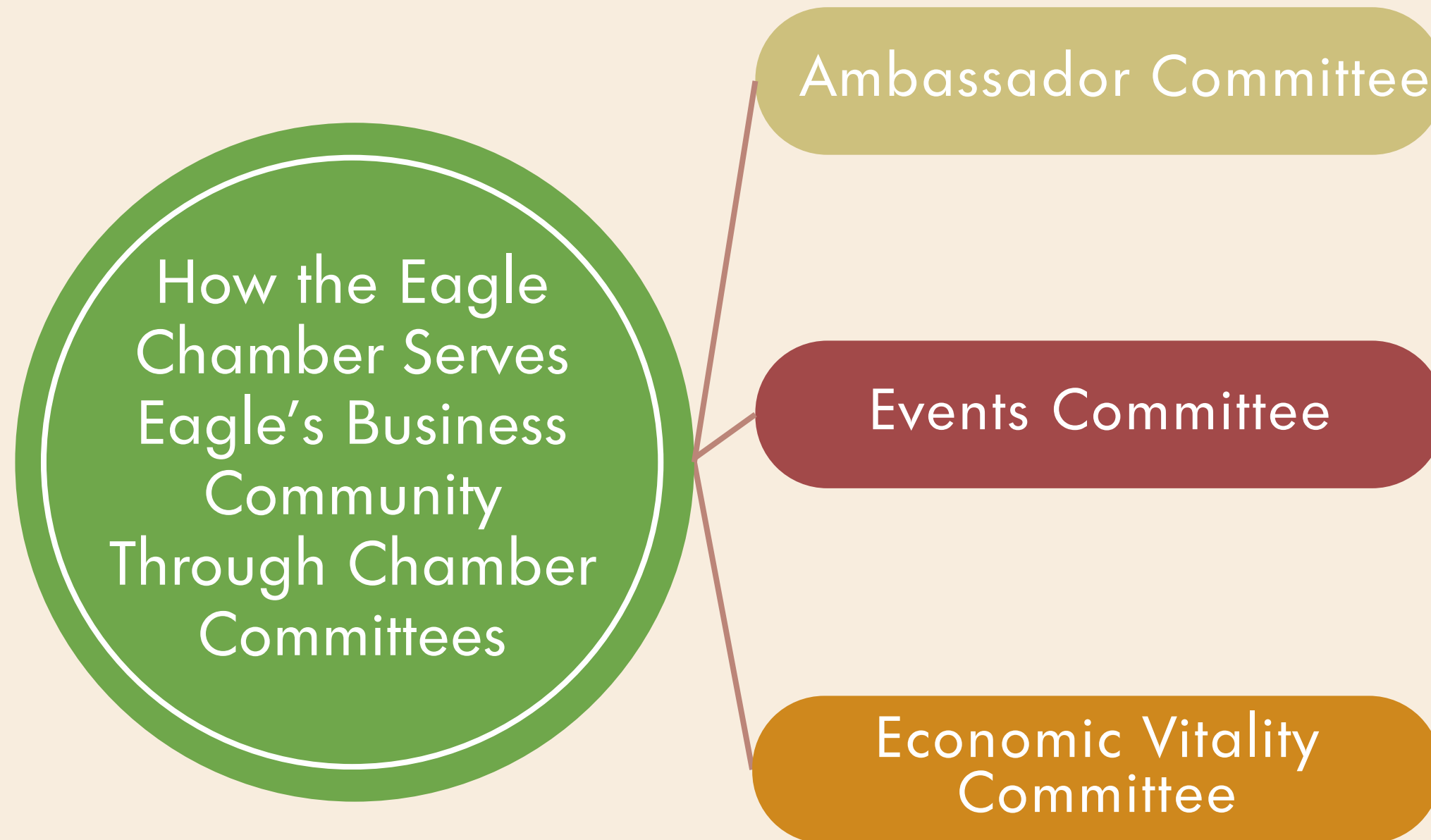
- Eagle Chamber website, eblast, Social Media
- Neighbor to Neighbor Program
- Leads Group
- Ambassador Program
- Annual Member Awards
- Networking
- Sponsorship Opportunities
- Community Map

Events

- After Hours Mixers
- Ribbon-Cuttings
- Screaming Eagle Golf Tournament
- Biztoberfest

Economic

- Business Tools & Resources
- Education
- Advocacy
- Workforce Initiatives (Computer Literacy Program)
- Scholarship Awards

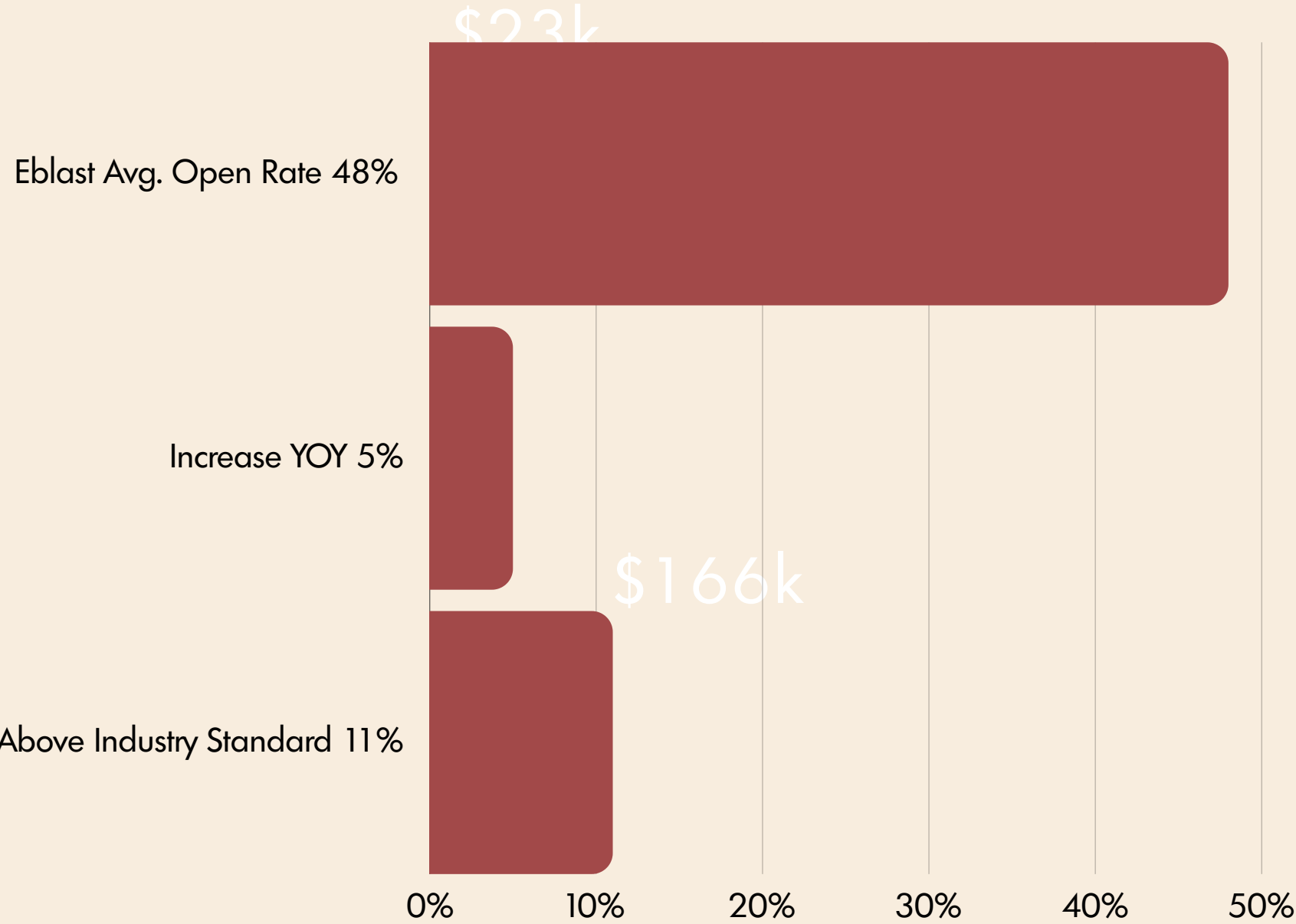


- Member Retention Strategies
- Member Development Efforts
- Event Welcoming Committee

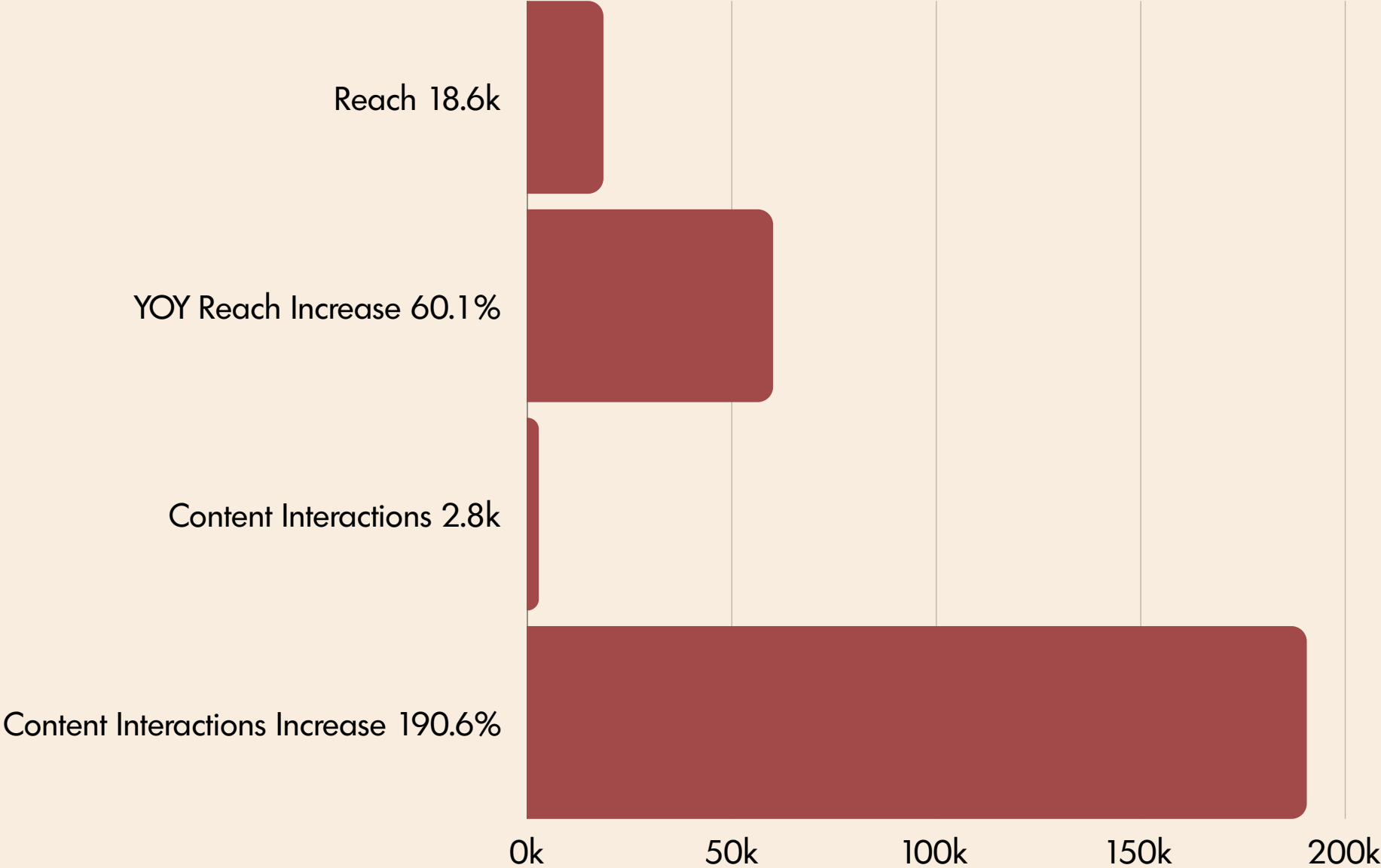
- Event Development and Production
- Maximizes Chamber Fundraising Potential
- Enhances Community Engagement

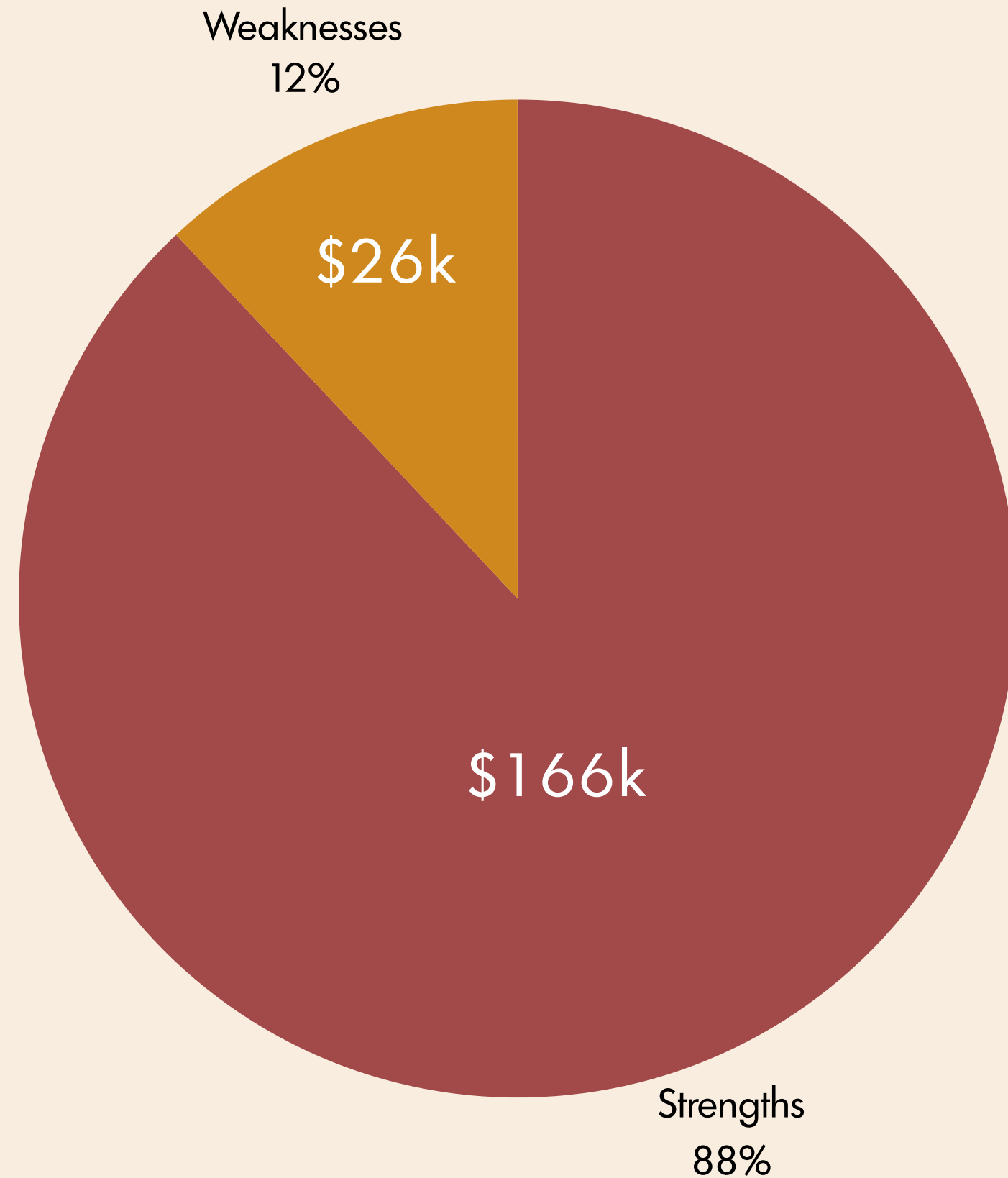
- Economic Development in Collaboration with the Town of Eagle
- Business Advocacy Generator
- Small Business Expert Business Tools, Resources and Education

Eblast Open Rates



Facebook Reach & Interactions





Strengths

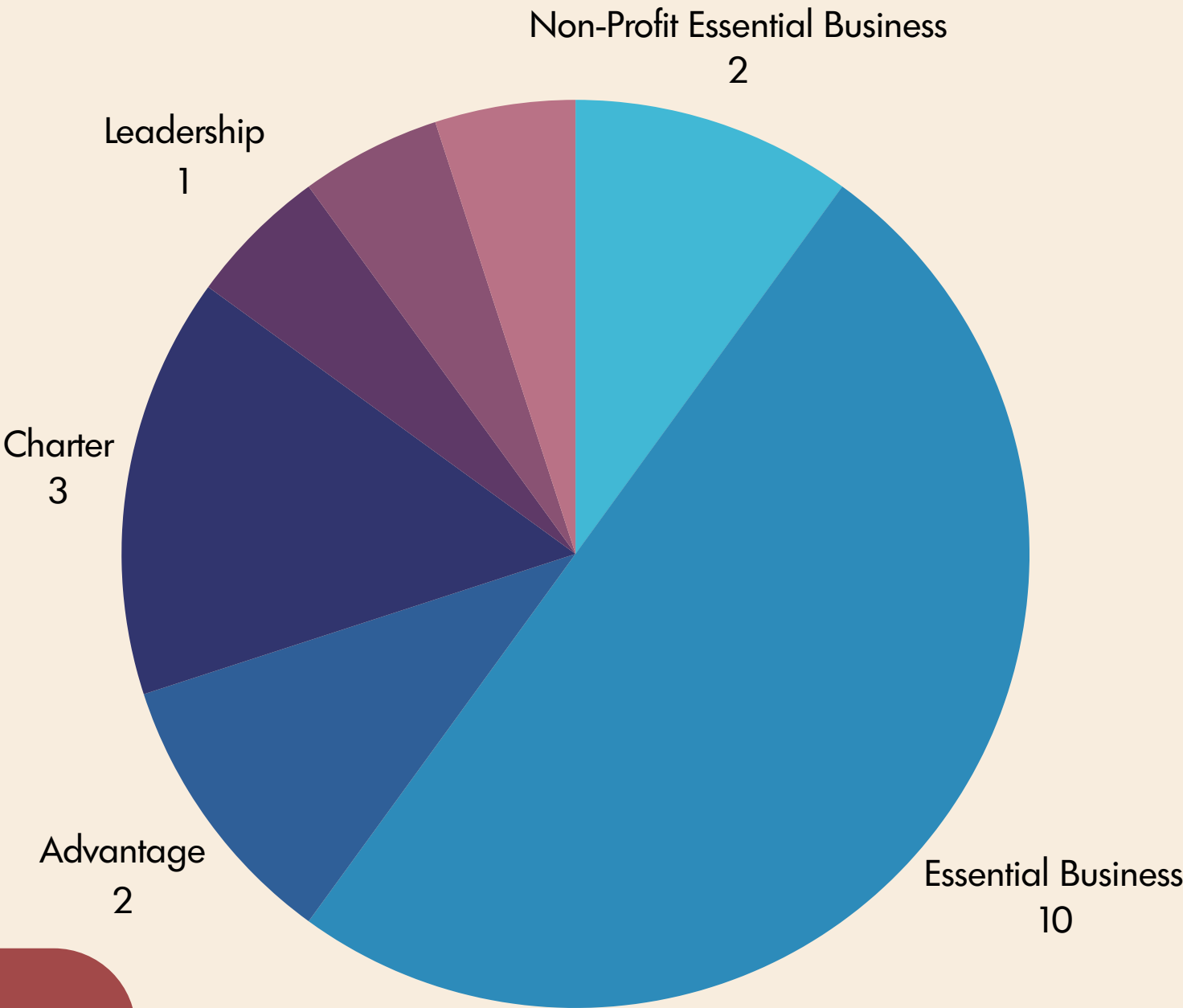
- Operational Proficiency
- Marketing Competency
- Member Engagement Aptitude
- Chamber Committee Contributions

Weakness

- Staff Budget Vulnerabilities

Hiring a PT
Staff Member
will Help the
Chamber Meet
Goals

Seeking \$26k to hire a Staff Member
20 Hours Per Week
To Increase Membership for the Chamber's
Membership Development Goals



Proposed Membership Increase by hiring an additional staff member

Membership Type	# New Members	Total dues Revenue
Non-Profit Business	2	\$500
Essential Business	10	\$3,000
Advantage	2	\$900
Charter	3	\$2,475
Leadership	1	\$1,400
Executive	1	\$2,500
Innovator	1	\$5,000
Totals	20	\$15,775

\$23k

\$166k

Thank you for your
support of the Eagle
Chamber of Commerce

Eagle Chamber of Commerce
2024 Budget

REVENUES:

Membership Revenue GOALS	BUDGET for 2024			Actual - --	% of Budget YTD
	Members	Dues	Total		
The Director's Circle	1	\$10,000	\$10,000		
Executive Memberships	2	\$2,300	\$4,600		
Innovator	1	\$5,000	\$5,000		
Leadership Memberships	8	\$1,375	\$10,842		
Charter Memberships	32	\$800	\$22,322		
Charter Memberships (NP)	6	\$400	\$2,400		
Advntage (NP)	1	\$228	\$228		
Advantage	23	\$450	\$9,656		
Business - Basic	93	\$285	\$23,112		
Business - (NP)	10	\$143	\$1,430		
Eaglite	3	\$175	\$500		
Barter/Courtesy	7	\$0	\$0		
Total	187	21,156	\$90,090		0%
Other Revenues					
SBA/PPP loans (2)					
Eagle Economic Vitality Foundation - Admin Fee			\$1,000		
Town Square Publications Royalties			\$1,500		
EEVF 2023 CLP-2 Payroll Reimbursement			\$0		
EEVF 2023 CLP Grant Payroll			\$3,239		
Transfer from Wells Fargo Account			\$500		
Misc Revenue					
Town of Eagle - Program & Event Support					
Total Other Revenues			\$6,239	\$0	0%

Program Income

Liquor License		
Total Program Income	\$0	\$0

Event Revenue

Breakfast Briefings	\$0	
Annual Awards Event	\$0	
Biztoberfest	\$19,400	
WassailFest	\$250	
Screaming Eagle	\$50,000	
Miscellaneous Event Income	\$0	
Total Events Revenue	\$69,650	\$0

Other Income/Interest Earned		
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TOTAL REVENUE	\$165,979	\$0	0%
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EXPENSES:

Employment Expenses

Administrator Salary	\$73,500	
Administrator Bonus	\$0	
Member Services Staff	\$26,000	
Membership Dev. Coord. Commissions	\$0	
Employment Taxes (FICA)	\$8,955	
Gusto Payroll Fees	\$540	
Accounting Services	\$7,080	
Tax Preparation	\$1,500	
Outside Contract Services	\$600	
Misc. Employment Expenses	\$0	
Total Employment Expense	\$118,175	\$0

Program Expenses			
Ambassador Program	\$300		
Annual Awards Event	\$700		
Total Program Expense	\$1,000	\$0	
Scholarship Expense			
	\$17,500		
Donation - EEVF	\$0	\$0	
Events Expenses			
Ribbon-cutting Events	\$90		
Breakfast Briefings		\$0	
Biztoberfest	\$10,350		
Wassailfest	\$615		
Artwalk	\$50		
Misc Events Expense	\$100		
Screaming Eagle Expense	\$15,000		
Total Event Expense	\$26,205	\$0	0.0%
Marketing Expenses			
Advertising	\$0		
Signs	\$1,700		
Social Media Expense	\$0		
Membership Development & Marketing - Other	\$3,000		
Mixer Expense	\$250		
N2N	\$0		
Website hosting/maintenance/improvements	\$400		
Total Marketing Expenses	\$5,350	\$0	0%
Operations Expenses			
Credit Card Fees & Bank Charges	\$2,400		
ChamberMaster	\$6,000		
Charitable Contributions (EGE Alliance - 1,000)	\$0		
Insurance - Office, O&D + Workers Comp	\$2,743		

Miscellaneous	\$125		
Telephone, Telecommunications	\$1,908		
Office Wifi/Internet	\$0		
Office Equipment	\$370		
Office Rent - TOE	\$2,400		
Office Utilities	\$0		
Office Repairs	\$0		
Office Supplies	\$900		
Postage	\$169		
Printing (Copier Usage/Supplies)	\$850		
Bank Charges	\$720		
Computer Expense	\$0		
Travel & Meetings	\$450		
Subscriptions	\$1,870		
License & Registration	\$30		
Staff & BOD Development	\$0		
Total Operating Expenses	\$20,935	\$0	0%
TOTAL ALL EXPENSES	\$189,165	\$0	0%
TOTAL ALL REVENUE	\$165,979	\$0	0%
NET INCOME BEFORE TRANSFERS	-\$23,186	\$0	0%



MEETING MINUTES
Town Council
Tuesday, January 23, 2024
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. This was an in-person meeting using Teams.

CALL TO ORDER - 6:00 PM

Mayor Pro Tem Kerst called the meeting to order at 6:00 p.m.

ROLL CALL

COUNCIL MEMBERS PRESENT

Mayor Pro Tem Mikel “Pappy” Kerst, Geoffrey Grimmer,
Nick Sunday, Jamie Woodworth Foral (virtual), Bryan
Woods

COUNCIL MEMBERS ABSENT

Mayor Scott Turnipseed, Ellen Bodenhemier

STAFF PRESENT

Larry Pardee, Town Manager
Melissa Daruna, Assistant Town Manager
Matt Mire, Town Attorney
Jill Kane, Finance Director

Jessica Lake, Town Planner
Carrie Buhlman, Interim Police Chief
Lynette Horan, HR Manager
Denise Cardoza – Community Development Admin
Peyton Heitzman – Senior Planner
Daniel Suehrstedt- Sergeant
Sydney Dynek - Planner
Jaime Wilson – Marketing and Communication Specialist
Nikki Davis – Economic Development and Housing
Specialist
Nick Deering – Police Officer
Kevin Aoki – IT Manager
Kira Koppel – Sustainability Specialist

ADOPTION OF AGENDA

There were no changes to the agenda.

MOTION: Council Member Nick Sunday motioned to adopt the agenda as presented. The motion was seconded and passed with a vote of 5 in favor (Kerst, Grimmer, Sunday, Woods, and Woodworth Foral) and 0 opposed.

PUBLIC COMMENT

Tom Holden 1864 Eagle Ranch Road – inquired about open space and approach to management of town properties and funding for BLM. Concern regarding hiring third parties for contract work requested the public should be included in these conversations regarding access to BLM.

PRESENTATIONS

1. Eagle Downtown Development Authority Progress Report

Nikki Davis introduced this item.

Kat Korell and Troy Bernberg presented this item.

Council comments: Council Member Sunday invited Greg Schroeder to attend an Economic Vitality Committee work session regarding overlapping interests.

CONSENT AGENDA

MOTION: Council Member Nick Sunday motioned to approve the consent agenda. The motion was seconded and passed with a vote of 5 in favor (Kerst, Grimmer, Sunday, Woods, and Woodworth Foral) and 0 opposed.

1. Minutes – January 9, 2024
2. Sustainability Funding Application
3. Letter of Support for Eagle County Energy Efficiency Grant
4. Resolution 07, Series 2024, “ A Resolution of the Town Council of the Town of Eagle, Colorado Appointing a Member to the Downtown Development Authority Board of Directors”

STAFF REPORTS

1. Town Manager Update

Introduced Jaime Wilson, the new Communications and Marketing Specialist.

Update on Grant Funding with GOCO process with Mountain Recreation.

BUSINESS ITEMS

1. Community Energy Efficiency Program – 2023 Overview and 2024 Scope of Work

Nikki Maline from Walking Mountains presented this item.

Council Comments: inquired about the number of homes in Eagle with solar and energy produced. Inquiring about weatherization training and contractors, Walking Mountains is soliciting retrofit work.

2. **MOTION: Council Member Nick Sunday motioned to approve the Community Energy Efficiency Program – 2023 Overview and 2024 Scope of Work. The motion was seconded and passed with a vote of 5 in favor (Kerst, Grimmer, Sunday, Woods, and Woodworth Foral) and 0 opposed.**

3. Resolution 06, Series 2024, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Town of Eagle Employee Housing Policy”

Council comments: confirmation that funding will be from the General Fund. Staff requested a retreat or work session for further funding discussion.

MOTION: Council Member Jamie Woodworth Foral motioned to approve Resolution 06, Series 2024, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Town of Eagle Employee Housing Policy”. The motion was seconded and passed with a vote of 5 in favor (Kerst, Grimmer, Sunday, Woods, and Woodworth Foral) and 0 opposed.

4. Certify the 2024 Budget to be sent to the state by January 31, 2024

MOTION: Council Member Geoff Grimmer motioned to Certify the 2024 Budget. The motion was seconded and passed with a vote of 5 in favor (Kerst, Grimmer, Sunday, Woods, and Woodworth Foral) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

Council Member Sunday: the VVTA retreat centered around Eagle and working to resolve issues.

Mayor Pro Tem Kerst: acknowledged and shared thank you correspondence.

ADJOURN – 6:55 PM

MOTION: Mayor Pro Tem Mikel “Pappy” Kerst motioned to adjourn. The motion was seconded and passed with a vote of 5 in favor (Kerst, Grimmer, Sunday, Woods, and Woodworth Foral) and 0 opposed.

Date:

Mikel “Pappy” Kerst, Mayor Pro Tem

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
JANUARY 2024**

Town Council

WR Communications Inc	Professional Services-Quality of Live Initiative	3,500.00
Costco	Meeting Expense - Council Worksession	117.01
RRC Associates, Inc.	Special Council Funding - Econ Dev Dashboard	5,166.00
Bravo! Vail Valley Music Festival	Community Requests	1,166.00
Castle Lodge #122	Community Requests	1,839.00
Eagle River Youth Coalition	Community Requests	1,236.00
Eagle Valley Community Foundation	Community Requests	3,981.00
Eagle Valley High School Booster Club	Community Requests	1,029.00
Eagle Valley Land Trust	Community Requests	1,236.00
Golden Eagle Site Council	Community Requests	1,784.00
Literacy Project, The	Community Requests	583.00
Mountain Pride	Community Requests	927.00
Mountain Tots Preschool	Community Requests	13,723.00
Small Champions, Inc.	Community Requests	2,334.00
The Cycle Effect	Community Requests	1,476.00
Your Hope Center	Community Requests	2,992.00
Total Town Council		\$ 43,089.01

General Government

CEBT	Health & Life Ins. Payable	3,533.43
Rocky Mountain Reserve	Health Insurance Expenses	53.15
Standard Insurance Company	Disability	197.76
Costco	Office Supplies	5.55
King Soopers Customer Charges	Office Supplies	11.72
Colorado Municipal League	Dues & Subscriptions	5,376.00
Eagle County Historical Society	Dues & Subscriptions	250.00
Hoffman, Parker, Wilson, & Carberry, P.C.	Legal	3,373.50
Grammarly	Computer Support	144.00
Costco	Office Supplies	31.43
Flowerhound	Public Relations	141.50
The Gallery Collection	Public Relations	484.11
Government Executive Media Group	Tuition & Books	1,421.25
Total General Government		\$ 15,023.40

General Administration

CEBT	Health & Life Ins. Payable	8,079.44
Family Support Registry	Misc Deductions Payable	146.76
CEBT	Health & Insurance Benefits	8,458.82
Rocky Mountain Reserve	Health Insurance Expenses	79.72
Standard Insurance Company	Disability	290.41
Amazon	Office Supplies	57.07
Colorado Mtn. News Media	Legal Notices	768.75
Costco	Dues & Subscriptions	97.04
Dep Of Regularly Agencies	Dues & Subscriptions	81.00
Governmentjobs.Com	Dues & Subscriptions	1,135.00
Mailchimp	Dues & Subscriptions	116.00
Mountain Careers	Dues & Subscriptions	159.00
U.S. Post Office	Dues & Subscriptions	152.00

General Administration (Cont.)

Chase Paymentech	C.C. Transaction Fees	194.50
Xpress Bill Pay	C.C. Transaction Fees	37.42
Civic Plus	Professional Services	3,925.95
Employer's Council Services, Inc.	Professional Services	2,300.00
Hoffman, Parker, Wilson, & Carberry, P.C.	Legal	123.00
Xpress Bill Pay	Computer Support	50.00
Amazon	Meeting Expense	2.68
Batson Corner Store	Meeting Expense	27.47
Canela Coffee	Meeting Expense	200.00
Capitol Theater	Meeting Expense	60.00
City Market	Meeting Expense	105.06
Co Mountain Cleaner	Meeting Expense	86.62
Costco	Meeting Expense	218.56
Desserts By Deliverbry	Meeting Expense	198.00
Costco	Public Relations	6.49
King Soopers Customer Charges	Public Relations	50.26
Government Executive Media Group	Tuition & Books	2,842.50
Fleet Services	Miscellaneous	(394.67)
Cirsa	Insurance - Pavilion	1,282.68
Total General Administration		\$ 30,937.53

Community Development

CEBT	Health & Insurance Benefits	7,679.40
Rocky Mountain Reserve	Health Insurance Expenses	88.58
Standard Insurance Company	Disability	140.36
Amazon	Office Supplies	133.86
Costco	Office Supplies	32.98
Fleet Services	Gas & Oil	52.10
Colorado Chapter Icc	Dues & Subscriptions	61.80
Info Cubic	Recruitment	74.50
Baseline Engineering Corporation	Professional Services	7,593.38
Garfield & Hecht, P.C.	Planning Reimbursable	1,023.00
Hoffman, Parker, Wilson, & Carberry, P.C.	Planning Reimbursable	8,580.00
LRE Water	Planning Reimbursable	925.00
Mott MacDonald	Planning Reimbursable	2,332.00
Hoffman, Parker, Wilson, & Carberry, P.C.	Legal	410.00
Bluebeam, Inc	Computer Support	2,100.00
Meritage Systems	Computer Support	5,700.00
El Segundo	Meeting Expense	74.22
Town Of Gypsum	Contract Services	2,805.00
Colorado Chapter ICC	Tuition & Books	504.51
Government Executive Media Group	Tuition & Books	1,421.25
Total Community Development		\$ 41,731.94

Municipal Court

CEBT	Health & Insurance Benefits	259.45
Rocky Mountain Reserve	Health Insurance Expenses	2.21
Standard Insurance Company	Disability	8.03
Wild Sage	Meeting Expense	64.53
Total Municipal Court		\$ 334.22

Streets

CEBT	Health & Insurance Benefits	4,698.15
Rocky Mountain Reserve	Health Insurance Expenses	96.70
Standard Insurance Company	Disability	180.16
Amazon	Uniforms	148.08
Boot Barn	Uniforms	617.47
Ewing Trucking And Construction LLC	Repair & Maintenance Supplies	10,081.71
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	196.98
Home Depot	R & M Supply	167.88
Fleet Services	Gas & Oil	2,766.02
Holy Cross Energy	Utility Services	143.25
Info Cubic	Recruitment	54.55
Utility Notification Center Of Colorado	Repair & Maintenance Services	28.38
Government Executive Media Group	Tuition & Books	1,421.25
Total Streets		\$ 20,600.58

Public Safety

CEBT	Health & Insurance Benefits	25,922.45
Rocky Mountain Reserve	Health Insurance Expenses	235.46
Standard Insurance Company	Disability	744.03
Amazon	Office Supplies	117.51
Amer Assoc Notaries	Office Supplies	31.37
Costco	Office Supplies	38.99
Envelopes.Com	Office Supplies	169.11
Vista Print	Office Supplies	101.00
Zazzle	Office Supplies	105.33
Amazon	R&M Supplies	67.99
Amazon	Operating Supplies	479.17
Blauer	Uniforms	732.98
National Tactical Off	Uniforms	184.00
Safe Life Defense	Uniforms	(179.00)
Fleet Services	Gas & Oil	2,188.67
Amazon	Minor Equipment	2,453.32
Co Assoc Chief Of Police	Dues & Subscriptions	250.00
Co Secretary State	Dues & Subscriptions	10.00
IACP	Dues & Subscriptions	570.00
Colorado Mountain Cleaner	Professional Services	96.00
Hoffman, Parker, Wilson, & Carberry, P.C.	Legal	41.00
Power DMS Inc	Computer Support	3,195.00
Batsons Corner	Meeting Expense	31.54
Carniceria Tepic	Meeting Expense	30.90
Costco	Meeting Expense	70.14
Event Rents	Meeting Expense	329.50
Glenwood Canyon Brew	Meeting Expense	60.89
Grand Ave Grill	Meeting Expense	89.16
King Soopers Customer Charges	Meeting Expense	87.35
Moe's Original BBQ	Meeting Expense	122.27
Qdoba	Meeting Expense	904.80
Sweet Coloradough	Meeting Expense	178.73
Walmart	Meeting Expense	38.46
Yeti's Grind	Meeting Expense	4.48
Government Executive Media Group	Tuition & Books	1,421.25

Public Safety (Cont.)

Target	Event Production	193.00
Walmart	Event Production	182.56
Cirsa	Insurance	2,241.50
Total Public Safety		\$ 43,540.91

Buildings & Grounds

CEBT	Health & Insurance Benefits	7,529.63
Rocky Mountain Reserve	Health Insurance Expenses	81.93
Standard Insurance Company	Disability	158.07
Amazon	Uniforms	148.08
Boot Barn	Uniforms	369.96
Display Sales	Repair & Maintenance Supplies	1,026.00
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	79.72
Paint Bucket	Repair & Maintenance Supplies	151.24
Fleet Services	Gas & Oil	780.45
Home Depot Pro	Janitorial Supplies	2,459.97
Black Hills Energy	Utility Services	7,684.43
Holy Cross Energy	Utility Services	18.79
Info Cubic	Recruitment	54.55
Total Buildings & Grounds		\$ 20,542.82

Information Center

Costco	Operating Supplies	178.60
Total Information Center		\$ 178.60

Events

CEBT	Health & Insurance Benefits	2,213.67
Rocky Mountain Reserve	Health Insurance Expenses	25.10
Standard Insurance Company	Disability	68.29
Amazon	Promotional Materials	7.17
Capitol Theater	Promotional Materials	100.00
Signature Signs Inc	Promotional Materials	560.00
Wal-Mart	Promotional Materials	50.13
Apple.Com	Computer Support	12.02
Canva	Computer Support	14.99
City Market	Office Supplies	65.08
Color Coffee Roasters	Meeting Expense	7.05
Red Canyon Café	Meeting Expense	66.12
Yeti's Grind	Meeting Expense	5.60
Government Executive Media Group	Tuition & Books	1,421.25
Amazon	Event Production - Tree Burning	58.38
Ninja Nation, LLC	Event Production - Flight Days	4,875.00
Total Events		\$ 9,549.85

Engineering

CEBT	Health & Insurance Benefits	1,655.68
Rocky Mountain Reserve	Health Insurance Expenses	14.02
Standard Insurance Company	Disability	48.70
Amazon	Uniforms	148.07
Indeed	Recruitment	15.04

Engineering (Cont.)

Bluebeam, Inc	Computer Support	1,600.00
Total Engineering		\$ 3,481.51

Information Technology

CEBT	Health & Insurance Benefits	2,366.41
Rocky Mountain Reserve	Health Insurance Expenses	23.62
Standard Insurance Company	Disability	84.91
Amazon	Office Supplies	2,145.33
Amazon	Minor Equipment	(1,188.00)
Century Link	Utility Services	6,926.84
Godaddy	Computer Support	152.80
Yodeck	Computer Support	287.64
Costco	Meeting Expense	101.98
Yeti's Grind	Meeting Expense	11.94
Government Executive Media Group	Tuition & Books	1,421.25
Total Information Technology		\$ 12,334.72

Total GENERAL FUND **\$ 241,345.09**

CAPITAL IMPROVEMENTS FUND

Martin/Martin Consulting Engineers	Traffic Control Improvements-Sylvan Lake Road	12,994.00
Martin/Martin Consulting Engineers	Street Replacement- Howard St	13,175.00
Stolfus & Associates	Grand Avenue Improvements	43,745.39
Amazon	Vehicle CIP	548.98
Chalmers Ford	Patrol Vehicles	310,755.00
Total CAPITAL IMPROVEMENTS FUND		\$ 381,218.37

WASTE WATER FUND

CEBT	Health & Insurance Benefits	7,245.94
Rocky Mountain Reserve	Health Insurance Expenses	66.88
Standard Insurance Company	Disability	248.89
Amazon	Uniforms	30.74
Wilson, Stephan	Uniforms	609.94
Fleet Services	Gas & Oil	137.07
Wilson, Stephan	Minor Equipment	1,399.20
Nexttrust Inc	Communication & Shipping	309.29
Black Hills Energy	Utility Services	12,945.30
Indeed	Recruitment	15.04
Chase Paymentech	C.C. Transaction Fees	651.52
Xpress Bill Pay	C.C. Transaction Fees	436.59
Vranesh And Raishch, LLP	Legal & Audit	11,858.50
LRE Water	Engineering	806.25
Utility Notification Center Of Colorado	Repair & Maintenance Services	28.38
USDA Forest Service	Testing & Permits	175.18
Indigo Water Group	Tuition & Books	800.00
Pested.Com	Tuitions & Books	75.00
Browns Hill Engineering	Contract Payments	4,132.40
Martin/Martin Consulting Engineers	Sewer Line Improvements	6,587.50
US Bank	2007 WW Loan Principal Pmt	373,428.00
US Bank	Debt Service Interest	28,765.00

WASTE WATER FUND (Cont.)

US Bank	Debt Service Admin Fee	46,023.65
Total WASTE WATER FUND		\$ 496,776.26

WATER FUND

CEBT	Health & Insurance Benefits	8,839.23
Rocky Mountain Reserve	Health Insurance Expenses	86.95
Standard Insurance Company	Disability	306.24
Blanks/USA	Office Supplies	94.52
Amazon	Uniforms	30.75
Wilson, Stephan	Uniforms	99.99
Grainger	Repair & Maintenance Supplies	467.26
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	164.96
Fleet Services	Gas & Oil	268.50
Amazon	Equipment	439.98
Grainger	Equipment (Non-Capital)	526.56
Wilson, Stephan	Equipment (Non-Capital)	249.80
Nextrust Inc	Communication & Shipping	309.30
American Water Works Association	Dues & Subscriptions	412.00
ISI-Envision	Dues & Subscriptions	50.00
Black Hills Energy	Utility Services	289.90
Holy Cross Energy	Utility Services	257.34
Indeed	Recruitment	15.04
Chase Paymentech	C.C. Transaction Fees	1,092.25
Xpress Bill Pay	C.C. Transaction Fees	648.65
Garfield & Hecht, P.C.	Legal	644.00
LRE Water	Engineering	413.00
Mott MacDonald	Engineering	777.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	28.38
USDA Forest Service	Testing & Permits	175.18
Indigo Water Group	Tuition & Books	800.00
Pested.Com	Tuitions & Books	75.00
PSI Services	Tuitions & Books	100.00
Browns Hill Engineering	Contract Payments	16,529.60
Hoffman, Parker, Wilson, & Carberry, P.C.	Tank Replacement	123.00
Mott MacDonald	Tank Replacement	17,458.50
Martin/Martin Consulting Engineers	Water Line Improvements	6,587.50
US Bank	2018 LBWTP Loan Principal Pmt	334,791.50
US Bank	2018 LBWTP Loan Admin Fee	84,209.41
Total WATER FUND		\$ 477,361.29

REFUSE FUND

Nextrust Inc	Communication & Shipping	1,730.59
Chase Paymentech	C.C. Transaction Fees	153.30
Xpress Bill Pay	C.C. Transaction Fees	112.27
Vail Honeywagon	Contract Services	2,251.50
Total REFUSE FUND		\$ 4,247.66

STORM WATER FUND

Nextrust Inc	Communication & Shipping	309.29
Chase Paymentech	C.C. Transaction Fees	19.16

STORM WATER FUND (Cont.)

Xpress Bill Pay	C.C. Transaction Fees	12.48
Total STORM WATER FUND		\$ 340.93

SALES TAX CAPITAL IMPROVEMENTS FUND

Hoffman, Parker, Wilson, & Carberry, P.C.	Legal	328.00
Dynamic Program Management, LLC	Multi-Use Rec Facilities	32,643.51
Ohlson Lavoie Corporation	Multi-Use Rec Facilities	183,292.96
Son Ray, LLC	Paved Path Improvements	54,909.91
Total SALES TAX CAPITAL IMPROVEMENTS FUND		\$ 271,174.38

OPEN SPACE FUND

CEBT	Health & Insurance Benefits	1,225.58
Rocky Mountain Reserve	Health Insurance Expenses	16.68
Standard Insurance Company	Disability	66.40
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	49.95
Total OPEN SPACE FUND		\$ 1,358.61

DDA FUND

Studio South LLC	Professional Services	537.50
Total DDA FUND		\$ 537.50

Total		\$ 1,874,360.09
Payroll		\$ 508,520.30
Grand Total		\$ 2,382,880.39



To: Mayor Turnipseed and Town Council

From: Peyton Heitzman, Planner, Community Development

Date: February 13, 2024

Agenda Item: Resolution 5, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado
Approving a Lot Line Adjustment for Lots 6 and 7, Block 1, Eby Creek Subdivision

REQUEST:

For Town Council to approve the lot line adjustment (lot consolidation) plat for 111 Chambers Avenue.

BACKGROUND:

In May 2023, Alpine Lumber Company receive approval for a Minor Development Permit to construct a shed at 111 Chambers Avenue. A condition of the approval was that the applicant vacate an interior lot line prior to building permit issuance.

ANALYSIS:

Per the Municipal Code, a lot line vacation or lot consolidation is approved administratively. Staff has reviewed and approved the lot consolidation plat for 111 Chambers Avenue as presented in the packet. It's important to note that this plat was submitted, and deemed complete, before October 2023 and is subject to the old land use code requirements.

The shift to administrative approval is a relatively recent change to the old land use code that has carried forward in ReCode. In July 2022, Town Council approved a revision to the process that changed the authorizing body from Town Council to the staff. Despite this change, the plat certificate blocks still indicate the need for Town Council approval. To align with the intended administrative process, staff will coordinate with legal counsel to amend the plat signature block for future lot line adjustment processes.

COMMUNITY INPUT:

None.

BUDGET / STAFF IMPACT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The lot consolidation does not specifically align with any of the major objectives or goals in the Strategic Plan.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to **approve** Resolution 5, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Lot Line Adjustment for Lots 6 and 7, Block 1, Eby Creek Subdivision.

ATTACHMENTS:

- Final Plat

- Resolution 5, Series 2024

FINAL PLAT

LOT 6A, BLOCK 1, EBY CREEK SUBDIVISION

A RE-SUBDIVISION OF LOTS 6 AND 7, BLOCK 1, EBY CREEK SUBDIVISION

LESS AND EXCEPT THAT PORTION OF LOT 6 CONVEYED TO

THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO

Located in Sections 32 and 33, Township 4 South, Range 84 West of the 6th P.M.

Town of Eagle, Eagle County, Colorado

CERTIFICATE OF DEDICATION AND OWNERSHIP

We, Alpine Lumber Company, a Colorado Corporation, the sole owners in fee simple of all that real property described as follows:

LOTS 6 & 7, BLOCK 1, EBY CREEK SUBDIVISION, LESS AND EXCEPT THAT PORTION OF LOT 6 CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO IN DEED RECORDED MARCH 25, 2014 UNDER RECEPTION NO. 201404634, COUNTY OF EAGLE, STATE OF COLORADO.

have by these presents laid out, platted and subdivided the same into lots and blocks as shown on this plat and designate the same as the FINAL PLAT, LOT 6A, BLOCK 1, EBY CREEK SUBDIVISION, A RE-SUBDIVISION OF LOTS 6 AND 7, BLOCK 1, EBY CREEK SUBDIVISION LESS AND EXCEPT THAT PORTION OF LOT 6 CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO in the Town of Eagle, County of Eagle, State of Colorado; and do hereby grant, convey, dedicate and set apart to the Town of Eagle, County of Eagle, Colorado, for public use the streets shown hereon, including avenues, drives, courts, places and alleys, the public lands shown hereon for their indicated public use and the utility and drainage easements shown hereon for utility and drainage purposes only.

We hereby accept the responsibility for the completion of all required public improvements for the Subdivision, and further, hereby grant the right to install and maintain all necessary structures to the entity responsible for providing the services for which the easements are established.

We further state that this subdivision shall be subject to the protective covenants filed and recorded for this subdivision in the offices of the Clerk and Recorder of Eagle County, Colorado, in Book _____ at Page _____ as Document No. _____

EXECUTED this _____ day of _____, 2023.

Owners

STATE OF COLORADO)

) ss.

COUNTY OF)

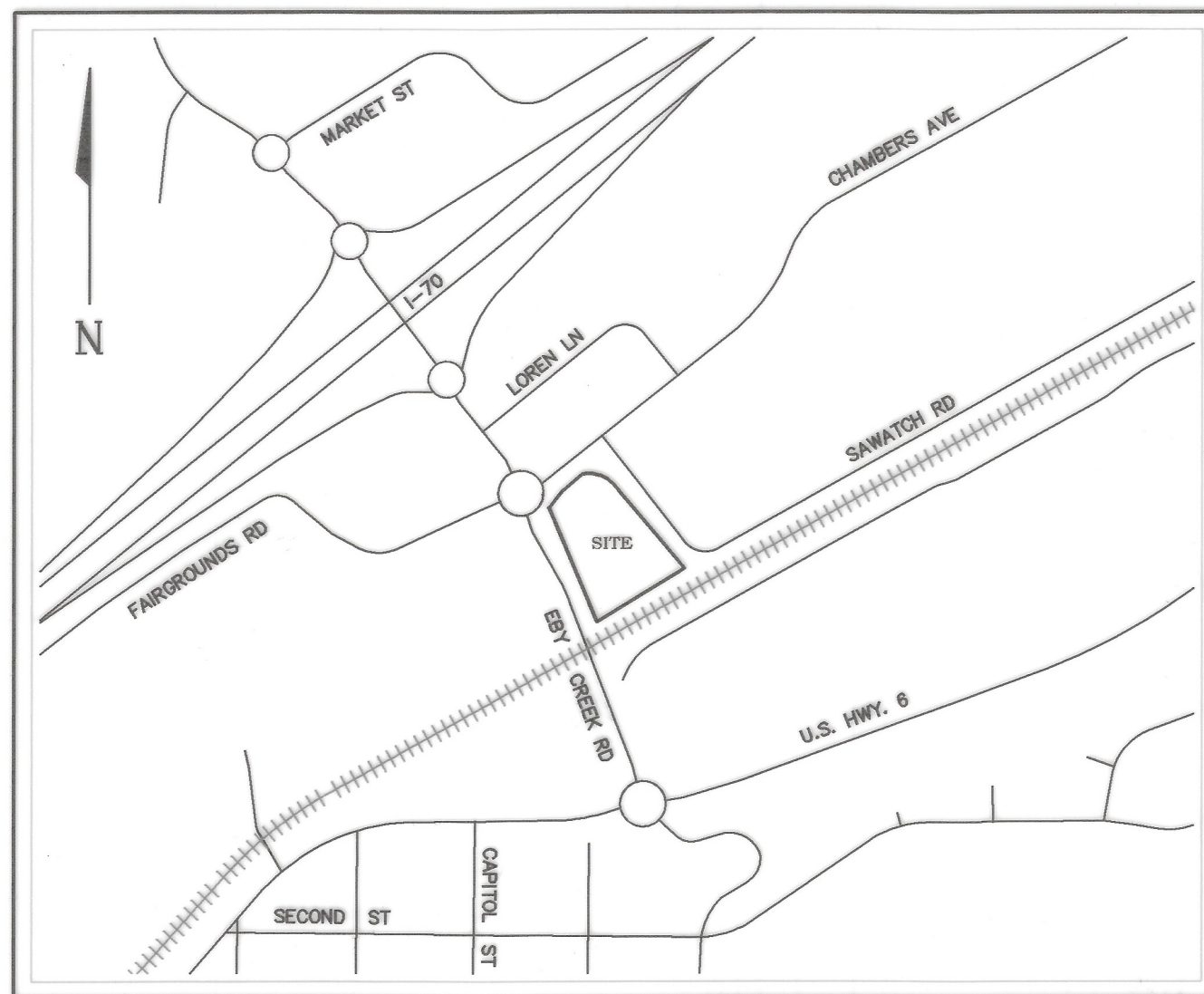
The foregoing Certificate of Dedication and Ownership was acknowledged before me this 14TH day of November, 2023, by JESSIE TOLAN.

Witness my hand and official seal

My commission expires: 3-17-2027

LAURA JEAN MATTE
Notary Public
State of Colorado
Notary ID # 20184047886
My Commission Expires 03-17-2027

Notary Public



VICINITY MAP

1"=500'

TOWN COUNCIL CERTIFICATE

This plat approved by the Town Council of the Town of Eagle, Colorado, this _____ day of _____, 2023, for filing with the Clerk and Recorder of Eagle County, Colorado, and for conveyance or dedication to the Town of the public dedications shown hereon; subject to the provisions that approval in no way obligates the Town of Eagle for financing or constructing of improvements on said lands, streets or easements dedicated to the public except as specifically agreed to by the Town Council of the Town of Eagle. Further, said approval in no way obligates the Town of Eagle for maintenance of public improvements until construction of said improvements has been completed in accordance with the Town of Eagle's specifications and the Town of Eagle has agreed to accept said improvements. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a building permit, development permit, or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, road lighting, road signs, flood protection devices, drainage structures, and all other improvements that may be required shall be the responsibility of the owners designated hereon and not the Town of Eagle, unless otherwise specifically agreed to in writing by the Town Council.

TOWN OF EAGLE, COLORADO

By: _____

Mayor

Witness my hand and seal of the Town

ATTEST _____

Town Clerk



PROPERTY DESCRIPTION

Lot 6A, Block 1, A Re-Subdivision of Lots 6 and 7 less and except that portion of Lot 6 conveyed to Colorado Department of Transportation, Eby Creek Subdivision, Eagle County, Colorado.

LAND USE SUMMARY

Lot 6A, Commercial General Lot, 2.014 Acres

TITLE CERTIFICATE

LAND TITLE _____, does hereby certify that I have examined the title to all lands shown on this plat and that title to such lands is vested in ALPINE LUMBER COMPANY free and clear of all liens and encumbrances, except as follows:

(NONE)

EXECUTED this 10TH day of OCTOBER, 2023.

Title Examiner (SARAH JOHNSON)

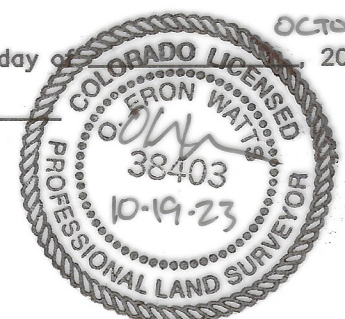
SURVEYOR'S CERTIFICATION

I, O Eron Watts, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Colorado, that this plat is a true, correct, and complete plat of the FINAL PLAT, LOT 6A, BLOCK 1, EBY CREEK SUBDIVISION, A RE-SUBDIVISION OF LOTS 6 AND 7, BLOCK 1, EBY CREEK SUBDIVISION LESS AND EXCEPT THAT PORTION OF LOT 6 CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, staked upon the ground in compliance with Title 38, Article 51, C.R.S., as amended, and all other regulations governing the subdivision of land.

EXECUTED this 19TH day of OCTOBER, 2023.

Registered Land Surveyor

O. Eron Watts, PLS 38403
Colorado Registered Professional
Land Surveyor



NOTES

1. THE PURPOSE OF THIS LOT LINE ADJUSTMENT PLAT IS TO COMBINE LOTS 6 AND 7, BLOCK 1, EBY CREEK SUBDIVISION INTO ONE LOT.
2. THIS RE-SUBDIVISION PLAT IS BASED ON THE FINAL PLAT OF EBY CREEK SUBDIVISION, RECORDED FEBRUARY 18, 1976 AT BOOK 244, PAGE 762, AS RECEPTION NO. 140925, THE AMENDMENT TO FINAL PLAT EBY CREEK SUBDIVISION RECORDED NOVEMBER 22, 1995 AT BOOK 681, PAGE 554, AS RECEPTION NO. 577562 AND THE WARRANTY DEED RECORDED MARCH 25, 2014 UNDER RECEPTION NO. 201404634, EAGLE COUNTY, COLORADO.
3. BEARINGS ARE BASED ON THE LINE BETWEEN THE SOUTHEAST AND SOUTHWEST CORNERS OF LOT 7, BOTH BEING A FOUND NO.5 REBAR WITH 1.5" ALUMINUM CAP LS.24325 AND HAVING A BEARING OF S58°56'05"W AS SHOWN HEREON. BEARING WAS DERIVED FROM FINAL PLAT OF EBY CREEK SUBDIVISION, RECORDED FEBRUARY 18, 1976 AT BOOK 244, PAGE 762, AS RECEPTION NO. 140925, EAGLE COUNTY, COLORADO.
4. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
5. THIS RE-SUBDIVISION PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY MERIDIAN LAND SURVEYING, LLC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND/OR TITLE OF RECORD, MERIDIAN LAND SURVEYING, LLC. RELIED UPON TITLE COMMITMENT NO. RND50069349 ISSUED BY LAND TITLE GUARANTEE COMPANY, EFFECTIVE DATE: JUNE 12, 2023.
6. ONLY ABOVE GROUND UTILITIES VISIBLE AT THE TIME OF SURVEY ARE SHOWN HEREON.
7. THIS PROPERTY IS LOCATED IN 'ZONE X' AND NOT WITHIN THE 100-YEAR FLOODPLAIN ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) NO. 08037003870, EFFECTIVE DATE: DECEMBER 4, 2007.
8. THIS PROPERTY REMAINS SUBJECT TO ALL EASEMENTS AND NOTES AS SHOWN ON THE FINAL PLAT OF EBY CREEK SUBDIVISION, RECORDED FEBRUARY 18, 1976 AT BOOK 244, PAGE 762, AS RECEPTION NO. 140925, EAGLE COUNTY, COLORADO.
- INCLUDING:
- 8A. DEDICATION OF UTILITY EASEMENT: A PERPETUAL EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES, INCLUDING, BUT NOT LIMITED TO, ELECTRIC LINES, GAS LINES, TELEPHONE LINES, IS RESERVED AND DEDICATED OVER AND THROUGH THE PRIVATE AND PUBLIC ROADS AND STREETS WITHIN THIS SUBDIVISION, TOGETHER WITH AN EASEMENT BEING FIFTEEN (15) FEET IN WIDTH ALONG THE EXTERIOR OF SUBDIVISION BOUNDARY LINE, AND 7.5 FEET IN WIDTH ALONG ALL SIDE AND REAR LOT LINES AS SHOWN ON PLAT, UNLESS OTHERWISE INDICATED, TOGETHER WITH THE RIGHT TO TRIM INTERFERING TREES AND BRUSH, TOGETHER WITH PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF SUCH LINES. SAID EASEMENTS AND RIGHTS SHALL BE UTILIZED IN A REASONABLE AND PRUDENT MANNER, IN THE EVENT THAT ONE PARTY PURCHASES TWO OR MORE CONTIGUOUS LOTS, THE ABOVE STATEMENT WILL NOT APPLY TO INTERIOR LOT LINES.
9. THIS PROPERTY REMAINS SUBJECT TO SCHEDULE B, PART 2 EXCEPTIONS ACCORDING TO TITLE COMMITMENT NO. RND50069349 ISSUED BY LAND TITLE GUARANTEE COMPANY, EFFECTIVE DATE: JUNE 12, 2023.
- INCLUDING:
- 9A. EXISTING LEASES AND TENANCIES, IF ANY.
- 9B. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 20, 1895, IN BOOK 48 AT PAGE 451 AND IN UNITED STATES PATENT RECORDED FEBRUARY 20, 1895, IN BOOK 48 AT PAGE 452.
- 9C. RIGHT OF WAY EASEMENT AS GRANTED TO HOLY CROSS ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED FEBRUARY 17, 1972 IN BOOK 223 AT PAGE 189.
- 9D. EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS, RESERVATIONS AND NOTES AS SHOWN OR RESERVED ON THE PLAT OF EBY CREEK SUBDIVISION RECORDED FEBRUARY 11, 1976 IN BOOK 244 AT PAGE 760 AND AMENDMENT RECORDED FEBRUARY 18, 1976 IN BOOK 244 AT PAGE 796.
- 9E. EASEMENT AS GRANTED TO EAGLE SANITATION DISTRICT IN INSTRUMENT RECORDED OCTOBER 22, 1981 IN BOOK 330 AT PAGE 977.
- 9F. TERMS, CONDITIONS AND PROVISIONS OF NOTIFICATION OF LAND USE DECISION RECORDED APRIL 25, 1995 IN BOOK 665 AT PAGE 951.
- 9G. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 09, SERIES OF 2017, ACCEPTING THE CONVEYANCE OF CERTAIN PARCELS OF REAL PROPERTY FROM THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO TO THE TOWN OF EAGLE BY QUITCLAIM DEED RECORDED MAY 01, 2017 UNDER RECEPTION NO. 201707774.

CLERK AND RECORDERS CERTIFICATE

This plat was filed for record in the Office of the Clerk and Recorder at _____ o'clock _____, on this _____ day of _____, 2023 and is duly recorded at Reception No. _____

Clerk and Recorder

By: _____

Deputy

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

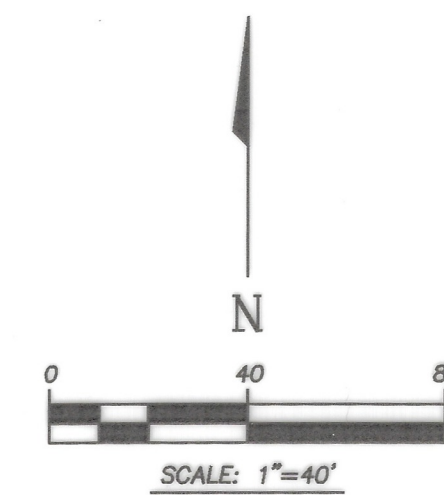
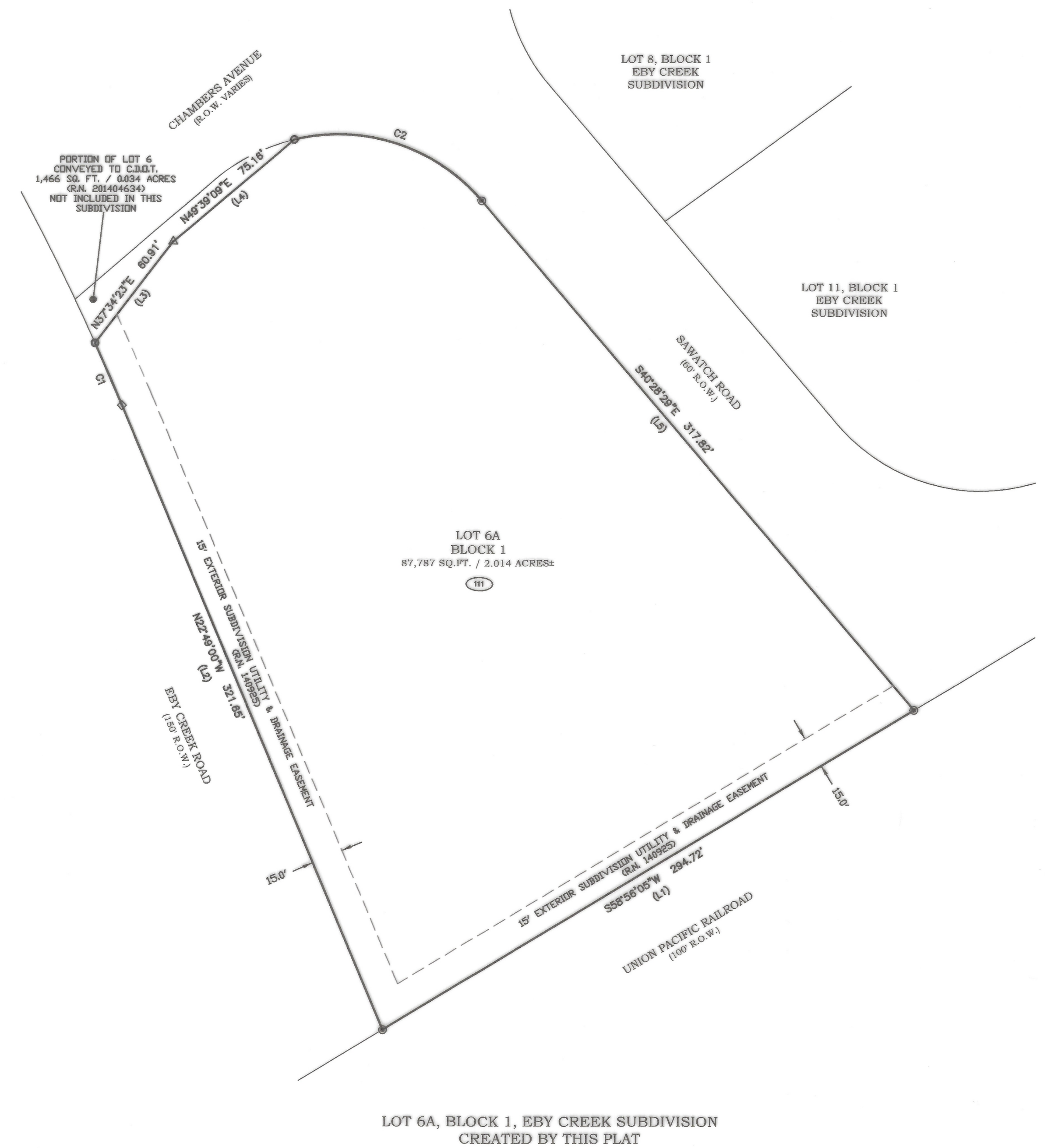
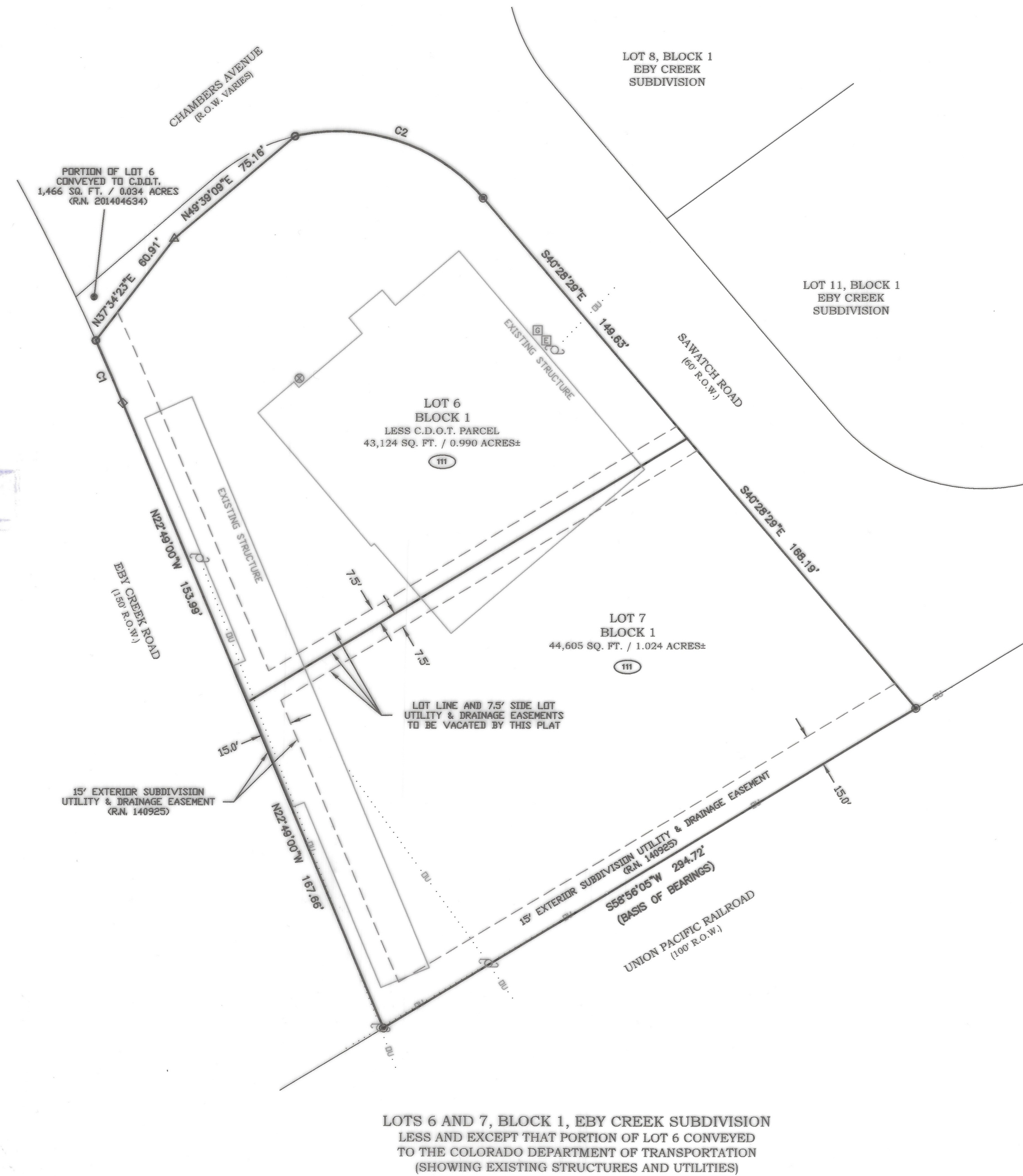
REV 1: 7-27-23 - REVISE NOTES, REVISE EASEMENTS & SHOW UTILITIES PER TOWN OF EAGLE REQUEST.
REV 2: 9-15-23 - REVISE PER TOWN OF EAGLE COMMENTS.

FINAL PLAT
LOT 6A, BLOCK 1, EBY CREEK SUBDIVISION
A RE-SUBDIVISION OF LOTS 6 AND 7,
BLOCK 1, EBY CREEK SUBDIVISION
Located in Sec. 32 & 33, T4S, R84W, 6th P.M.
Town of Eagle, Eagle County, Colorado
111 Chambers Avenue

DWG NO.
23001-01
DATE
07/06/2023
FLD/DTF
EW/EW
SHEET
1 OF 2

MERIDIAN
LAND SURVEYING, L.L.C.
P.O. Box 2225
Gypsum, CO 81637
(970) 524-0963

FINAL PLAT
LOT 6A, BLOCK 1, EBY CREEK SUBDIVISION
A RE-SUBDIVISION OF LOTS 6 AND 7, BLOCK 1, EBY CREEK SUBDIVISION
LESS AND EXCEPT THAT PORTION OF LOT 6 CONVEYED TO
THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO
Located in Sections 32 and 33, Township 4 South, Range 84 West of the 6th P.M.
Town of Eagle, Eagle County, Colorado



LEGEND

- FOUND NO.5 REBAR WITH 1.5" ALUMINUM CAP LS.24325 (PROPERTY CORNER)
- FOUND NO.5 REBAR WITH 1.5" ALUMINUM CAP LS.25381 (PROPERTY CORNER)
- ◇ SET NO.5 REBAR WITH 1.5" ALUMINUM CAP LS.38403 (PROPERTY CORNER)
- △ SET MAG NAIL WITH 1.5" ALUMINUM WASHER LS.38403 (PROPERTY CORNER)
- POWER/UTILITY POLE
- OVERHEAD UTILITY LINE
- SEWER CLEANOUT (PVC)
- GAS METER
- ELECTRIC METER
- () MEASURED DIMENSIONS

CURVE TABLE RECORD DIMENSIONS

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1220.90'	32.25'	1°30'49"	N23°28'04"W	32.25'
C2	90.00'	98.89'	62°57'11"	S71°56'22"E	93.99'

CURVE TABLE MEASURED DIMENSIONS

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1220.90'	32.25'	1°30'49"	N23°28'04"W	32.25'
C2	90.00'	98.82'	62°54'40"	S71°53'35"E	93.93'

LINE TABLE MEASURED DIMENSIONS

LINE	BEARING	DISTANCE
L1	S 58°56'05" W	294.65'
L2	N 22°49'30" W	321.65'
L3	N 37°32'59" E	60.88'
L4	N 49°39'13" E	75.21'
L5	S 40°28'28" E	317.83'

REV 1 7-27-23 - REVISE NOTES, REVISE EASEMENTS & SHOW UTILITIES PER TOWN OF EAGLE REQUEST.
REV 2 9-15-23 - REVISE PER TOWN OF EAGLE COMMENTS.

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

FINAL PLAT
LOT 6A, BLOCK 1, EBY CREEK SUBDIVISION
A RE-SUBDIVISION OF LOTS 6 AND 7,
BLOCK 1, EBY CREEK SUBDIVISION
Located in Sec. 32 & 33, T4S, R84W, 6th P.M.
Town of Eagle, Eagle County, Colorado
111 Chambers Avenue

DWG NO:
23001-01
DATE:
07/06/2023
FD/DT:
EW/EW
SHEET:
2 OF 2

MERIDIAN
LAND SURVEYING, L.L.C.
P.O. Box 2225 Oypsum, CO 81637
(970) 524-0963

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 5
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A LOT LINE ADJUSTMENT FOR LOTS 6 AND 7, BLOCK 1, EBY CREEK
SUBDIVISION

WHEREAS, Alpine Lumber Company, a Colorado Corporation ("Owner") owns the real property described as Lot 6, Block 1, Eby Creek Subdivision and Lot 7, Block 1, Eby Creek Subdivision, both located in Eagle, Colorado, also known collectively as 111 Chambers Avenue; and

WHEREAS, the Owner filed an Application for a Lot Line Adjustment to vacate the lot line between Lots 6 and 7 (the "Application").

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

Section 1. Findings. The Town Council finds that the Application complies with the applicable criteria in Section 4.12.040 of the Eagle Municipal Code.

Section 2. Decision. Based on the foregoing findings, the Town Council approves the Application.

INTRODUCED, READ, PASSED AND ADOPTED ON FEBRUARY 13, 2024.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Stephan Wilson P.E., Utility Manager

Date: February 13, 2023

Agenda Item: RESOLUTION NO. 09 (Series 2024) A RESOLUTION APPROVING A CONTRACT WITH DRC CONSTRUCTION SERVICES. FOR SANITARY SEWER SYSTEM CLEANING

REQUEST:

Review and approve of sanitary sewer collections system cleaning and inspection proposal submitted by DRC Construction Services. February 1, 2023.

BACKGROUND:

For 2024 staff are proposing to first be acoustically tested for obstructions and then the collection system is cleaned on a priority basis. The goal of this alternate approach is to identify areas in need of cleaning more readily and reduce the time in which a blockage could go unidentified. The flushing program is conducted to meet obligations for the Town insurer CIRSA to proactively maintain the collection system and matches the approach used in 2023.

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

ANALYSIS:

The Town received two (2) responsive proposals in total, one from Snowbridge Inc. and one from DRC Construction Services. Proposals ranged from approximately \$190,325 to \$139,375 to complete the work. The proposal being recommended is for work estimated at \$139,375 and is thought to provide the most value regarding both budget, area inspected, and area cleaned.

Contractor	Maintenance Approach	Estimated Cost
Snowbridge Inc.	Zone 2 Cleaning	\$190,325
DRC Construction	Zone 1, 2, and 3 Testing & Cleaning	\$139,375

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT:

The Town currently has budget to fully contract out the collection system maintenance and inspection. Town staff are anticipating being able to assist with traffic control and perform work where necessary to reduce the burden on the selected contractor. The total cost of work completed under this proposal is anticipated to cost \$139,375

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

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

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to approve of or deny adoption of Resolution No. 09 (Series 2024) A Resolution Approving a Contract with DRC Construction Services. For Sanitary Sewer System Cleaning.

ATTACHMENTS:

- Resolution No. 09, Series 2024
- Agreement for professional services between the Town of Eagle Colorado and DRC Construction Services.

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 09
(Series 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A CONTRACT WITH DRC CONSTRUCTION SERVICES. FOR SANITARY SEWER
SYSTEM CLEANING

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

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

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

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

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

The Town Council approves the contract with DRC Construction Services for services attached as Exhibit "A".

RESOLVED, APPROVED, AND ADOPTED THIS 13th DAY OF FEBRUARY 2024.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 13 day of February, 2024 (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town") and DRC CONSTRUCTION SERVICES, a Contractor with an address of 4100 Rio Grande Ave, PO Box 640, Sedalia, CO 80135 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor per the unit prices outlined in Exhibit A not to exceed \$ 200,000.00. The scope

2/7/2024

[HTTPS://TOWNOFEAGLE297.SHAREPOINT.COM/SITES/PW/SHARED DOCUMENTS/WASTEWATER/OPERATIONS/COLLECTION SYSTEM/JETTING AND CCTV/2024/100 BIDDING & CONTRACT/RESOLUTION/RESOLUTION NO 2024-09 CONTRACT - DRC CONSTRUCTION SERVICES, INC._2024.02.13.DOCX](https://townofeagle297.sharepoint.com/sites/pw/shared%20documents/wastewater/operations/collection%20system/jetting%20and%20cctv/2024/100%20bidding%20&%20contract/resolution/resolution%20no%202024-09%20contract%20-%20drc%20construction%20services,%20inc._2024.02.13.docx)

and quantity of work must be approved by the Town in writing prior to execution of the work by the Contractor. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

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

VIII. INDEMNIFICATION

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

representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

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

IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

I. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

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

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

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

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

TOWN OF EAGLE

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

[INSERT CONTRACTOR NAME]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

My Commission expires:

(SEAL)

Notary Public

Attachments:

- DRC Construction Services. Proposal Dated; February 1, 2024

EXHIBIT A

SCOPE OF SERVICES

Contractor's Duties

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

- Contractor mobilization costs shall be paid at a rate of \$2,500 per week.
- Contractor shall conduct acoustic assessment of eligible sewer pipe using the SLRAT assessment technology at a unit price of \$0.205 LF. The total length shall be pre-approved by the Town.
- Contractor shall conduct a single pass clean, screen/vacuum debris only at a unit price of \$.88 per LF. The total length of cleaning shall be pre-approved by the Town.
- Contractor shall conduct CCTV inspect PVC pipe at a unit price of \$0.80 per linear foot (LF). The total length of inspection shall be pre-approved by the Town.
- Contractor traffic control costs shall be paid at a rate of \$2,500 per day. The total number of days shall be pre-approved by the Town.

Contractor's Deliverables

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

- Completed CCTV and flushing log from template provided by the Town.
- Inspection records including CCTV footage in a digital format.
- Inspection report including current condition of lines and manholes.
- Interactive GIS Dashboard including all results from Acoustic Pipe Assessments and Visual Manhole Inspections

DRC Construction Services

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

Date: February 1, 2024

Project: Town of Eagle 2024 Sanitary Inspection and Cleaning
Attn: Stephan Wilson

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

Item	Description	Unit	Unit Price
1	Mobilization	WEEK	\$2,500.00
2	Inspection - SL RAT Acoustic Testing	LF	\$0.205
3	Cleaning of Sewer Lines	LF	\$0.88
4	CCTV Inspection of Sewer Lines	LF	\$0.80
5	Traffic Control (As Required)	DAY	\$2,500.00
TOTAL			

Exceptions & Exclusions

- Subject to Service Agreement Conditions
- Quantities are estimated, unit prices apply
- Proposal does not include construction water, bonding or permits; If any are required of DRC they will be provided at additional cost plus 10%
- *Manholes located offroad, buried or requiring unusual effort to open shall be recorded as "Difficult to Access". Owner will make its best efforts to locate and expose manholes buried over 3" deep prior to DRC beginning work in an affected area. An estimate based on prior experience is included as a line item for reference.
- DRC will make every effort to complete inspections of each pipeline, however it will be at the sole discretion of our operator as to continue past obstructions or other obstacles that may pose a risk to equipment.
- Includes Acoustic Sewer Testing , 7-Point Manhole Inspections, CCTV Inspection per PACP Format, Cleaning of Sewer Lines rated poor or blocked by testing ($\leq$ Score to be Agreed), Re-Testing of Cleaned Sewers (if requested), Per Diem & Lodging based on 2 person crew for each activity.
- SL-RAT Acoustic Assessment tools provides valid results only for pipes up to and including 12" in diameter.
- DRC will make every effort to complete inspections of each pipeline from upstream to downstream access points, however it will be at the sole discretion of our operator as to continue past obstructions or other obstacles that may pose a risk to equipment.
- Should equipment become trapped or lodged in existing pipeline due to existing pipe conditions or other factors outside of DRC's control an excavation will be completed to retrieve equipment, undamaged, by the General Contractor and will be at no expense to DRC.
- Standard certificates of insurance will be sent to the Owner upon award of bid items to DRC.

Regards,

Ben Hemphill
DRC Construction Services

Accepted by:

Name:

Company:

Date:



To: Mayor and Town Council
From: Melissa Daruna, Assistant Town Manager
Date: February 13, 2024

Agenda Item: Resolution 11, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado terminating the extraterritorial water service agreement for lot 3, Mosher subdivision, Eagle County, Colorado.

REQUEST: To adopt Resolution 11, Series 2024, terminating the Extraterritorial Water Services Agreement for Lot 3, Mosher Subdivision, Eagle County, Colorado.

BACKGROUND: In 2019 Michael and Cynthia Wilson entered into an Extraterritorial Water Service Agreement for Lot 3, Mosher Subdivision, for the purposes of acquiring town water services to the property. The water tap was not pursued and the Wilsons are seeking a refund on the fees paid.

ANALYSIS: The Extraterritorial Water Service Agreement required certain conditions precedent to the Town providing potable water service to the Wilsons' Property, including payment to the Town of an out-of-town water plant investment. The fee of \$12,098.80 was paid on October, 10, 2019. The Wilsons have since decided not to pursue subdivision and have formally requested termination of the Agreement and a refund of the tap fee payment.

COMMUNITY INPUT: None needed.

BUDGET / STAFF IMPACT: The Town will refund the pre-paid water plant investment fee of \$12,098.80 to the Wilsons.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Improving responsiveness of services and matching infrastructure with the quality of life.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to approve RESOLUTION 11, SERIES 2024, A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF EAGLE, COLORADO TERMINATING THE EXTRATERRITORIAL WATER SERVICE AGREEMENT FOR LOT 3, MOSHER SUBDIVISION, EAGLE COUNTY, COLORADO.

ATTACHMENTS:

1. Resolution 11, Series 2024 - Termating Extraterritorial Water Service Agreement
2. Wilson - Town of Eagle Water Agreement
3. PermitReceipt (62)

RESOLUTION NO. 11
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO TERMINATING THE EXTRATERRITORIAL WATER SERVICE AGREEMENT FOR LOT 3, MOSHER SUBDIVISION, EAGLE COUNTY, COLORADO

WHEREAS, the Town entered into that Extraterritorial Water Service Agreement with Michael Alan and Cyntia Ann Wilson (collectively “Wilsons”) dated April 9, 2019 (the “Agreement”) for the Town to provide potable water service to the Wilsons’ Property described as Lot 3, Mosher Subdivision, County of Eagle (“Wilsons’ Property”); and

WHEREAS, the Agreement required certain conditions precedent to the Town providing potable water service to the Wilsons’ Property, including payment to the Town of an out-of-town water plant investment fee, subdivision approval from Eagle County and a pre-annexation agreement between the Town and the Wilsons; and

WHEREAS, the Wilsons paid the out-of-town plant investment fee but decided not to pursue subdivision; and

WHEREAS, the Wilsons have formally requested that the Town terminate the Agreement and return their tap fee payment; and

WHEREAS, the Agreement was never recorded in the Eagle County real property records; and

WHEREAS, the Agreement allows for termination by Resolution of the Town.

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

That the Agreement is hereby terminated effective immediately pursuant to Section 7.1 thereof, and the Town shall repay the Wilsons their out-of-town plant investment fee in the amount of \$12,098.80 within 30 days of the date of this Resolution.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on February 13, 2024.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

**TOWN OF EAGLE, COLORADO
EXTRATERRITORIAL WATER SERVICE AGREEMENT**

Lot 3, Mosher Subdivision, County of Eagle, State of Colorado

THIS AGREEMENT, is made and entered into as of the 9th day of April, 2019, by and between the TOWN OF EAGLE, COLORADO, a municipal corporation, whose address is 200 Broadway, Eagle, Colorado 81631 ("Town"), and Michael Alan and Cynthia Ann Wilson, whose address is P.O. Box 4185, Gypsum, Colorado 81637 (collectively "Owner").

RECITALS

WHEREAS, the Town owns and operates the Town of Eagle water system in accordance with the laws of the State of Colorado and the municipal ordinances, rules, regulations, policies and resolutions of the Town; and

WHEREAS, Owner has one tap for Town water service for Lot 3, Mosher Subdivision, County of Eagle, State of Colorado, also known as 177 Mosher Lane, Eagle, Colorado (the "Property") pursuant to a separate agreement between Owner and the Town;

WHEREAS, Owner desires an additional tap for Town water service for the Property; and

WHEREAS, the Property is situated in a manner so that Owner can efficiently connect to the water system owned and operated by the Town; and

WHEREAS, the Town has determined that this Agreement and all covenants herein are necessary to comply with the Town of Eagle Municipal Code and the goals, policies and plans of the Town and the Town is not hereby representing that it is a regulated public utility; and

WHEREAS, the Town is authorized by Sections 31-35-402 and 31-12-121, C.R.S., to provide water service to properties located outside of its boundaries by means of a contract; and

WHEREAS, pursuant to Section 21-12-121, C.R.S. and Section 12.16.025 of the The Town of Eagle Municipal Code, as a condition precedent to the supplying of municipal services pursuant to contract, the Town may require a contemporaneous agreement by the owner of real property so supplied to apply for or consent to the annexation of the area to be supplied with water service at a future date; and

WHEREAS, the Town desires to provide an additional tap municipal water service to the Property on the terms and conditions contained in this Agreement.

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

SECTION 1 WATER SERVICE

1.1 Provision of Water Service. The Town agrees to provide an additional tap for municipal water service to the Property under the terms and conditions specified in this Agreement and pursuant to all requirements as set forth in the Eagle Municipal Code and the Town's rules, regulations and policies concerning water service. The Town shall be the sole municipal water service provider to the Property, with the exception of raw water for irrigation, if any. Water service for this additional tap on the Property shall not exceed service to one (1) single family residential unit. Provision of water service to the Property shall be made on a first come/first served basis with the Town's other water customers, subject to system capacity and any prior commitments, and payment of applicable plant investment fees and connection charges, at the then applicable rate. Except as may otherwise be provided in this Agreement, Owner shall not receive any preference for or assurance of the availability of water service from the Town. Prior to Owner receiving any water service under this Agreement, Owner must comply with the following:

- 1.1.1 Payment to the Town of the Town's then effective tap fee for out-of-Town water connections;
- 1.1.2 Receipt of subdivision approval from Eagle County creating a separate lot on the Property for the use of this water tap within one-year of receiving a temporary certificate of occupancy ("TCO") from Eagle County for the new single-family home on the Property;
- 1.1.3 Execution of a pre-annexation agreement with the Town within one-year of receiving a TCO from Eagle County for the new single-family home on the Property;

If items 1.1.2 and 1.1.3 are not completed by Owner as outlined, the Town shall have the right to remove the additional water tap that is the subject of this Agreement at the Owner's sole cost and no water service shall be provided by the Town to the Property pursuant to this Agreement.

SECTION 2 CONVEYANCE OF EASEMENTS

Owner shall convey to the Town by general warranty deed non-exclusive utility easements, if necessary, as determined by the Town, necessary for the installation, repair, replacement, reconstruction and inspection of all water mains, service lines, laterals, and other water distribution facilities necessary to serve the Property.

SECTION 3
PLANT INVESTMENT FEES AND RELATED CHARGES:
COMPUTATION AND PAYMENT

3.1 Plant Investment and Connection Fees. All plant investment fees for treated water service, together with any connection charges, shall be assessed utilizing the Town's prevailing plant investment fees schedule and connection charge schedule established pursuant to the Eagle Municipal Code at the time of application for water services (or a building permit if applicable) is made. Except as provided herein, no water service shall be provided to any structure without payment of the appropriate plant investment fee, applicable utility connection charges, and any applicable hook-up charges. As stated above, the Town's prevailing out-of-town fees schedules shall apply.

3.2 Service Fees. Until such time as the Property is annexed to the Town, the Town shall charge water service fees at the prevailing out-of-Town rates as established pursuant to the Eagle Municipal Code. Upon annexation of the Property, the Town shall charge such fees at the prevailing in-Town rates established under the Eagle Municipal Code.

3.3 Unpaid Fees; Lien. All water service fees, charges and any delinquent charges assessed thereon from the time the same shall become due and payable, shall become and remain a lien on the Owner's Property until said rates, fees and charges have been paid to the Town. Said lien may be foreclosed by an action at law or in equity in the name of the Town in any court having jurisdiction thereof. If the Town is required to resort to legal action for collection of any service fees, charges or assessments due, the Town shall be entitled to its reasonable attorney's fees and other expenses incurred in such action if the Town prevails. In the event such charges are not paid when due, water service may be discontinued by the Town when the Owner or service user is two (2) months delinquent without further notice by turning off water service to the applicable premises.

In the event said rates, fees, charges and assessments are not paid when due, the Town Treasurer may certify the amount of the same of the Eagle County Treasurer, to be placed upon the tax rolls for the current year, and to be collected in the same manner as other taxes are collected, with ten (10%) percent per annum added thereto to defray the cost of collection, pursuant of general taxes, including the laws for the sale of property for taxes and redemption of the same, shall apply.

SECTION 4
COMPLIANCE WITH TOWN RULES AND REGULATIONS

Except as expressly modified to the contrary in this Agreement and except as may otherwise be provided or satisfied by this Agreement, water service provided to the Owner shall be subject to all applicable ordinances, rules and regulations of the Town concerning the provision of water service, and specifically to all applicable provisions of Title 12 of the Eagle Municipal Code in effect from time to time as fully as if the Property was located within the corporate limits of the Town.

SECTION 5
REIMBURSEMENT OF COSTS

The Town waives all legal costs for legal services rendered in connection with Owner's request for water service from the Town.

SECTION 6
ANNEXATION: POWER OF ATTORNEY

6.1 Annexation Required. Owner, or their successors in interest, shall petition the Town for annexation of the Property to the Town at such time as the Property becomes eligible for annexation and upon request by the Eagle Board of Trustees. Failure of the Owner and/or their successors in interest to commence annexation proceedings, as herein required shall authorize the Town to commence such annexation on the Owner's behalf in accordance with Section 31-12-121, C.R.S., in which event the Town shall charge the Owner, or their successors in interest, all costs and fees associated with such annexation. In accordance with Section 31-12-121, C.R.S., this requirement to annex the Property shall be enforceable by an action for specific performance filed in the Eagle County District Court.

6.2 Power of Attorney Granted. The Owner hereby designates and irrevocably appoints the Town Clerk of the Town of Eagle, Colorado as its attorney-in-fact and agent to sign any petition for annexation of the Property. As a further covenant to run with the land, Owner agrees that in the event a counter-petition or objection to the proposed annexation is filed, any signature on such petition or objection purporting to be the Owner or successor in interest of the Property may be disregarded and shall be given no force and effect by the Town or any court of competent jurisdiction. The provisions contained in this subsection concerning the power of attorney herein granted shall be valid for the period set forth under Colorado law.

6.4 Future Development. In the event the Property is annexed pursuant to this Section 7, the Town and Owner mutually acknowledge and agree that the Town's regulations regarding assurance of adequate public facilities, as set forth in Chapter 4.14 of the Eagle Municipal Code ("APF Regulations") and the level of service ("LOS") standards contained therein, as the same may be amended in the future, shall apply to the Property upon the terms and conditions set forth below:

SECTION 7
ENFORCEMENT

7.1 Default; Notice; Termination. In the event of any default or breach by the Owner, or its successors and assigns, of a covenant, term, condition or obligation under this Agreement, and if such default or breach continues after notice thereof for sixty (60) days, this Agreement may be forthwith terminated at the option of the Town. Any declaration of termination of the Agreement shall be effective only after and upon a resolution to that effect duly authorized by the Eagle Board of Trustees. All rights concerning remedies or attorney's fees shall survive any termination of this Agreement.

7.2 Legal Action. The parties to this Agreement shall have all rights available at law or in equity to enforce the terms of this Agreement, including the right of specific performance. In the event that any action is filed or maintained by either party in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees or the reasonable value of a salaried attorney's time.

SECTION 8 MISCELLANEOUS PROVISIONS

8.1 Waiver of Defects. In executing this Agreement, Owner and the Town 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 Agreement. Owner further waives all rights it may have concerning the power of the Town to impose conditions on Owner as set forth herein.

8.2 Failure to Exercise Rights. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by written amendment to this Agreement signed by the Town and the Owner. The waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Owner or the acceptance of any improvement. The Owner's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Town.

8.3 Complete Agreement. This Agreement contains all of the understandings, conditions and agreements between the Town and Owner relating to the provision of municipal water service at this time for this additional tap, and no other prior or current representation, oral or written, shall be effective or binding upon the Town and the Owner with regard to this additional water tap that is the subject of this Agreement.

8.4 Attorney's Fees. In the event that any action is filed or maintained by any party or beneficiary in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees or the reasonable value of a salaried attorney's time. All rights concerning remedies or attorney's fees shall survive termination of this Agreement.

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

8.6 Amendments. This Agreement may be amended from time to time by written agreement duly authorized by the parties, provided however, that subsequent owners of any portion of the Property shall be subject to this Agreement and shall be entitled to receive water service pursuant to the terms of this Agreement without amendment to this Agreement and shall be considered beneficiaries hereof.

8.7 Covenants; Binding Effect. This Agreement shall extend to, be binding upon, and inure to the benefit of the parties hereto and the successors and assigns of the respective parties hereto. Specifically, by accepting a deed to any or all of the Property, any grantee of the Owner agrees to be bound by the terms of this Agreement, and this Agreement shall be deemed to be a restrictive covenant running with the Property for the benefit of the Town of Eagle water system and the real property owned by the Town for said system.

8.8 Notices. All notices required or given by the terms of this Agreement shall be made by certified first class mail, postage prepaid, return receipt requested, to the parties at their addresses listed below. All notices shall be effective upon mailing. These addresses shall remain valid until notice of a change of address is given in accordance herewith.

To Town: Town of Eagle, Colorado Board of Trustees
200 Broadway
Eagle, Colorado 81631
Attn.: Town Manager

With a Copy to: Garfield & Hecht, P.C.
Attn.: Mary Elizabeth Geiger
901 Grand Avenue, Suite 201
Glenwood Springs, Colorado 81601

If to Owner: Michael and Cynthia Wilson
P.O. Box 4185
Gypsum, CO 81637

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

8.10 Colorado Law Applicable. This 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.

8.11 Jurisdiction of the Courts. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, a letter of credit, or performance bond will be deemed to be proper only if such action is commenced in the District Court for Eagle County, Colorado. The Owner expressly waives its right to bring such action in or to remove such action any other court, whether State or federal.

8.12 Provisions Deemed Severable. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise enforceable, 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 Agreement.

8.13 Assignment of Rights; Release of Obligations. Except as otherwise provided herein, the benefits of this Agreement to the Owner are personal and may not be assigned without the expressed written approval of the Town. Such approval shall not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Owner and will be binding on the heirs, successors, and assigns of the Owner, unless otherwise released by the Town. There is no prohibition on the right of the Town to assign its rights under this Agreement.

8.14 No Waiver of Immunity. Nothing contained in this Agreement constitutes a waiver of the Town's sovereign immunity or governmental immunity under any applicable State law.

8.15 Recordation of Agreement. The Town shall record a copy of this Agreement in the office of the Clerk and Recorder of Eagle County, Colorado.

8.16 No Effect on Existing Town Water Service to the Property. This Agreement does not supersede, amend or otherwise affect the existing Town water service to the Property and the agreement providing therefore. All terms and conditions thereof remain in full force and effect.

8.17 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts which when taken together shall be full execution hereof. This Agreement may be executed by electronic or facsimile signatures which shall be considered as effective as originals.

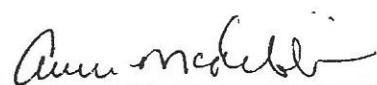
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

TOWN OF EAGLE, COLORADO, a
municipal corporation, acting by and through its
Town Board of Trustees

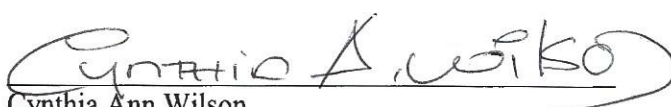
Attest


Jenny Rakow, Town Clerk



By 
Anne McKibbin, Mayor


Michael Alan Wilson

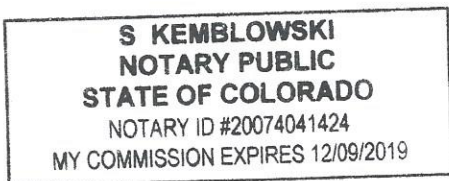

Cynthia Ann Wilson

STATE OF COLORADO }
 } ss.
COUNTY OF EAGLE }

Subscribed and sworn to before me this 15th day of April, 2019, by Michael Alan Wilson.

WITNESS my hand and official seal.

My commission expires: 12/09/2019




Notary Public

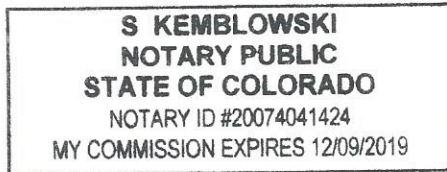
NOTARY BLOCK ON FOLLOWING PAGE

STATE OF COLORADO }
 }
 } ss.
COUNTY OF EAGLE }

Subscribed and sworn to before me this 15th day of April, 2019, by Cynthia Ann Wilson.

WITNESS my hand and official seal.

My commission expires: 12/09/2019



S. Kew Fleaser
Notary Public

RECEIPT

Town of Eagle

Box 609, Eagle, CO 81631

(970) 471-2781



19TEGL-MB0020 | Misc. Other

Receipt Number: 544003

October 10, 2019

Payment Amount: \$12,098.80

<i>Transaction Method</i>	<i>Payer</i>	<i>Cashier</i>	<i>Reference Number</i>
Check	Michael A. Wilson	Dawn Koenig	1012

Comments

Assessed Fee Items

Fee items being paid by this payment

<i>Assessed On</i>	<i>Fee Item</i>	<i>Account Code</i>	<i>Assessed</i>	<i>Amount Paid</i>	<i>Balance Due</i>
10/10/19	1" Water Meter Fee	5243485	\$990.00	\$990.00	\$0.00
10/10/19	Water Tap Fee (manual)	5243490	\$11,108.80	\$11,108.80	\$0.00
09/12/19	Water Tap Fee (manual)	5243490	\$2,777.20	\$2,777.20	\$0.00
Totals:			\$14,876.00	\$14,876.00	
				Previous Payments	\$2,777.20
				Remaining Balance Due	\$0.00

Application Info

Property Address	Property Owner	Property Owner Address	Valuation
177 Mosher Lane Eagle, CO 81631	Mike Wilson	177 Mosher Lane Eagle, CO 81631	\$2,777.20

Description of Work

Out of Town Water PIF



To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: February 13, 2024
Re: Town Manager Report

Economic Development:

We are currently engaged in a collaborative effort with Sarah Dunmire and Andrew Knudtsen's Economic and Planning Systems (EPS) team to revise our contract, explicitly focusing on the inclusion of a scope of work about our East Eagle Financing Strategies and the Eagle Commercial Linkage Fee study.

East Eagle Financing Strategies: The East Eagle subarea presents significant growth potential for the Town of Eagle, covering approximately 140 acres and designated for employment and limited residential uses as outlined in the 2021 East Eagle Sub Area Plan. The Town is confronted with infrastructure construction, financing, and revenue-sharing. The current land ownership group has proposed that the Town of Eagle take a central role in East Eagle's infrastructure planning, encompassing utilities and transportation improvements.

Beyond determining the lead agency for infrastructure installation, there is a fundamental question about the revenues available for servicing bonds issued for infrastructure construction. Although the annexation agreement permits the Town of Eagle to recover infrastructure-related costs from future development, the specific mechanism remains undetermined.

EPS, with staff, will prepare a comprehensive financing strategy, which is essential. This strategy aims to clarify the Town's role and facilitate collaboration among all stakeholders to achieve a financially viable outcome. The plan will feature a financial model illustrating future revenues, expenditures, and viability, incorporating optimistic and conservative assumptions about costs and revenues. It will serve as a tool for discussions with elected officials, developers, and landowners to establish reasonable assumptions regarding public and private sector responsibilities. Additionally, the strategy will identify critical milestones for progress and delineate the level of risk the Town may incur based on developers' performance.

Commercial Linkage Fee: The Town of Eagle is contemplating implementing an affordable housing commercial linkage fee. Currently operating an inclusionary housing program, the Local Employee Residency Program (LERP), applicable to residential housing with ten or more units, the Town seeks a more comprehensive approach to address the housing needs arising from commercial development. The proposed study will establish the nexus between commercial development and affordable housing in Eagle, calibrating a fee based on current market conditions and employee generation rates by land use.

Furthermore, the International Economic Development Council (IEDC) has granted us the opportunity to feature the Town of Eagle in our Municipal & Economic Development Series premiere. This series, showcasing IEDC's commitment to advocacy, education, and community leader strengthening, aims to contribute to sustainable economic well-being and quality of life. I am enthusiastic about coordinating an interview with you and your team, led by our Editor in Chief, to delve into various aspects of Eagle, encompassing its history, growth, culture, livability, economic opportunities, workforce, infrastructure improvements, and future vision.

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

On Monday, January 29, I was graciously extended an invitation by Elyse Howard and Emily Peyton of Habitat for Humanity to partake in the tour of the 3rd Street Housing project alongside Governor Polis. The articulate presentations delivered by Emily and Elyse adeptly highlighted the project's significance within our community. Their expressions of gratitude extended to the State, County, and Town of Eagle for their unwavering support and financial contributions.

The inaugural meeting for the Safe Streets for All (SS4A) initiative, under the purview of the Federal Highway Administration, was convened on Tuesday, January 30, encompassing CDOT Regions 3 and 5. This session proved instrumental in deepening our understanding of federal processes and delineating the multifaceted documentation required to adhere meticulously to federal guidelines.

Between January 22-26 and January 29-February 2, I actively participated in numerous deliberations on establishing a second ice sheet at either the Eagle property site or the Fair/Rodeo Grounds site. These discussions reflect the collective efforts to formulate comprehensive plans to realize a second ice sheet facility in Eagle.

On Friday, February 2, I attended the kick-off meeting for our Regional Housing Action Plan, hosted by Avon and featuring our consultant, EPS. I have provided a [\(LINK\)](#) to a PowerPoint outline summarizing the discussions with EPS.

On Monday, February 5, Eagle Villas update – Blaise Rastello from the Ulysses Development Group (UDG) notified the Town and County through this email: I am happy to report some good Monday afternoon news!

We found out Tuesday last week from the owners of Eagle Villas that they fell out of contract with prior buyers because they couldn't get comfortable with the land use restrictions and when they could increase rents as planned. We have an executed LOI with the Seller and are working to put a purchase and sale agreement (PSA) in place shortly.

While this is undoubtedly great news, one of their main concerns was getting written commitments for the source of funds for the acquisition and quick closing (30-day due diligence period and 30 days to close). We understand that Mo identified the \$10 million of sources with the State in December as having application windows, review/underwriting periods, and board approval processes that don't align with the quick closing timeline.

As such, we have been working with Eagle County (Jill Klosterman and Tori Franks) and our lender (NEF) to put the bridge financing in place, enabling us to close quickly. See below a snapshot of the sources and uses for the acquisition:

- Acquisition Price and Associated Costs = \$40,020,728.
- The proposed funding sources NEF Loan is \$27,664,510, Eagle County \$6,500,000, and Owner Equity \$5,856,218 = \$40,020,728.

Administration and organization update:

The Eagle Pool replacement project team meets weekly to continue refining the design and cost elements for the pool project. Also, if we are successful with our GOCO grant application, the design has one waterslide design [\(LINK\)](#) from one manufacturer, and we will consider adding to the project.

KLJ and staff meet weekly and prepare the grant application and letters of support to apply for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program. The Grand Avenue Multimodal and Revitalization Project aims to reconstruct an outdated highway corridor into a Complete Street. It will improve safety and mobility for all users by building areas for bicycles and pedestrians, enhancing connections to existing transit stops, adding capacity to reduce congestion, and upgrading intersections. The outcome of these improvements will encourage economic growth and redevelopment to revitalize the Town's economy. It will also improve the regional economy by improving transportation for workforce commuters and travelers from I-70 to Eagle County Airport and Gypsum.

We are seeking letters of support from the offices of Matt Kireker - Senator Bennet, Sally Boccella - Senator Hickenlooper, and Julie Sutor - Congressman Neguse. Also, we are requesting support letters from Gypsum, Eagle County, and the Eagle Valley Transit Authority.

We sent the Council a survey to help schedule dates for April with Gary Suiter, our facilitator, to hold our retreat. Once we have confirmed the dates, we will send the Council a new survey to ensure all can be present for the day-and-a-half retreat and staff to begin looking forward to 2024. If the dates and times do not work for all seven Council members to participate, we will find a new set of dates to host our annual retreat.

Expressing gratitude to the Mayor and Council, we extend our appreciation for allocating time to meet Bill Ray to prioritize our fundamental Quality of Life objectives. The Council has identified key areas, including Grand Avenue, Affordable Housing and Economic Vitality, Sustainability, and Open Space, as primary focuses. However, realizing these goals entails meticulously examining financial resources within our current budget or potential funding initiatives supported by voters. Bill Ray is slated to present his findings during our Council meeting on February 27, offering a comprehensive overview of alternatives and recommendations to actively involve our community in shaping our Quality of Life strategies and objectives.

As of 2024, we are recruiting to fill 15 positions, comprising 13 full-time roles. Six of these positions are carryovers from the previous year, remaining unfilled in 2023. The Town is proactively seeking qualified individuals to occupy the remaining seven vacancies. Recognizing the significance of these roles in enhancing our community's overall quality of life, our relentless pursuit of suitable candidates underscores our unwavering commitment to cultivating a flourishing environment and ensuring sustained progress and well-being for our residents.

In developing the Town of Eagle Culture draft, we have reached the milestone of completing the initial draft. We are actively engaged in a comprehensive review involving the entire organization, seeking input and feedback from stakeholders. This collaborative effort underscores our commitment to fostering a vibrant, inclusive community culture.

WORK SESSIONS:

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

Date	Topic
January 2, Work Session	(Meeting Cancelled)
February 6, Work Session	EVC priorities and goals for 2024
March 5, Work Session	
April 2, Work Session	
May 7, Work Session	
Request for Additional Work Sessions	Topic



To: Mayor and Town Council
From: Larry Pardee, Town Manager, and Department Leads
Date: February 13, 2024
Re: Department Updates for January 2024

ASSISTANT TOWN MANAGER

January 2024

Economic Development

- Monthly meeting coordination and facilitation for EVC and DDA.
- Staff attended the DBA monthly meeting to introduce Walking Mountain and their Energy Smart Colorado rebate program, aiming to expand outreach among downtown business and property owners.
- Coordinated the appointment of a new DDA board member – Lachie Thomas.
- Staff met with Melissa Cowley Wolf to explore economic strategies around culture, arts, and philanthropy in Eagle.
- Staff, in partnership with EVC member Kim Fritzler, are co-leading the Town's participation in Downtown Colorado, Inc.'s (DCI) 2024 Challenge Accelerator Program. The first Challenge Community stakeholder meeting is scheduled for February 13. To date, staff has completed five Challenge webinars on various redevelopment topics.
- Prepared content and discussion items for the February Town Council work session featuring two items: 1) a demonstration from RRC Associates on the draft Economic Dashboard, and 2) the EVC's 2024 work plan aimed at implementing items from the Town's Economic Development Plan.
- Staff met with the Eagle Chamber to discuss how the Town can participate in or support Chamber committee initiatives in 2024.

Housing

- Staff received an official invitation from Colorado Department of Local Affairs (DOLA) to apply for the Proposition 123 Local Planning Capacity Grant. Applications are due February 15.
- Staff participated in a virtual meeting alongside Community Builders and a representative from the Colorado Division of Housing (DOH) to review the Town's technical assistance application, facilitated through the DOH Affordable Housing Toolkit program. Communities will receive notification in February regarding their selection to participate in the upcoming round of technical assistance.
- Attended Habitat for Humanity Vail Valley's Craning-In Ceremony at the 3rd Street Housing project.
- Successfully passed Resolution 06-2024 approving the Town of Eagle Employee Housing Policy. Guidelines and an Employee Agreement Form will be prepared and presented for Town Council approval at a future meeting.

- Ongoing review of the draft LERP Guidelines & deed restrictions by the Town Attorney. Staff are anticipating the Attorney's draft the week of February 12. Town Council meetings dates for a first reading and adoption are imminent.
- Ongoing coordination with Haymeadow regarding the initial sale of the 33 deed restricted units within the 7 Hermits development phase. Additional information forthcoming about this initial sale process; it is separate from Eagle County's 43 deed restricted units.
- Eagle Villas Preservation Update: Ulysses Development Group (UDG) recently announced that the prior buyer fell out of contract with the current ownership group. With this change, UDG executed a Letter of Intent indicating their ability to establish a Purchase and Sale Agreement shortly. UDG continues to work with State legislators and Eagle County Housing to prepare a strong purchase package. The current ownership group remain firm on undergoing a quick closing – a 30-day due diligence period followed by a 30-day closing window.

Sustainability

- Announced our sustainability funding policy & processed two applications for funding that were approved by town council: the Beyond Lawn Program funding request & the match for the E-Bike Rebate program.
- Continued to support the Public Works staff in our energy performance contract with Yearout Energy. After the solar array plans are finalized, the next priority will be building electrification.
- Initiated planning of several events in partnership with our Marketing & Events Coordinator, Walking Mountains, and the Adam Palmer Sustainability Fund for this spring (EV Ride & Ride, Green Home Tour & Happy Hour, Sustainability-focused Chamber Mixer, & our annual Town Cleanup & Hard2Recycle Event).
- Finalized scope of work and contract for the 2024 Energy Efficiency rebates
- Submitted the town's Tree City USA renewal
- Supported the Green Team by developing a work plan for the year (aligned with the Internal Operations Net Zero Action Plan) and mission/purpose statement with Jackie. The team will finalize their mission and work plan at their February meeting.
- Engaged in strategic discussions with the Adam Palmer Sustainability Fund to solidify our partnership and define roles. More to come here soon.
- Provided feedback in state-organized stakeholder meetings surrounding increasing microgrids in Colorado and improving climate resiliency.

Communications & Marketing

- Jamie Wilson began working at the Town and the team is very happy to have her. She has spent time over the first few weeks getting to know the various departments, accessing our communications systems and channels and starting her recertification process to serve as PIO.
- Staff continued regular Communications Committee meetings to ensure all departments shared information and topics of interest were communicated to the public appropriately.
- Jamie is will also be working on a strategic communications plan, content creator process and a crisis communications plan over the first few months.

Pool Replacement Project

- The Town and Mountain Recreation are presenting to the Great Outdoors Colorado (GOCO) Programs Committee on February 15th. The joint grant to support the pool and other elements of the Haymaker Recreation Master Plan is being recommended for full funding. Final grant award decisions will be made by the GOCO Board of Trustees at their March meeting. If awarded, the grant would fund an additional \$500,000 for pool amenities like splash features and water slides, \$100,000 for shade, landscaping and a water station at the

new bike park, \$100,000 for shade structures and amenities at the BMX track, and \$30,000 for design and planning of the future skate park.

- Staff received [the design document \(DD\) set](#) in mid-January and have been reviewing them. Staff is preparing to submit a Minor Development Plan application by mid-February. Under the Minor Development Plan process, final review and approval of the project would be before the Planning and Zoning Commission for consideration in mid-April. Demolition and construction are anticipated to begin in June.
- Staff continue to meet weekly, sometimes multiple times a week, to finalize the pool design and refine the budget. A detailed budget, construction timeline, and project design will be shared with Town Council when finalized with the design and construction teams.

FINANCE DEPARTMENT

January 2024

Administration/Financial:

- **Eagle County BMX 2024 Funding Request** - Annually, the Town allocates funds to support local programs through our Community Request Program. In 2024, Eagle County BMX requested \$56,500 for a shipping container for storage, a shade structure, and four picnic tables. However, the budget for 2024 Community Requests was only \$50,000. Due to the nature and amount of the request, Council asked Staff to remove this request from the 2024 Community Request allocation list for a separate funding discussion through the Sales Tax Capital Improvement Fund (STCIF).

Staff initially told Council we would bring it back for discussion in February, however, since we have now included \$100,000 in our \$730,000 GOCO Grant request for the BMX Park amenities, staff is recommending holding off on this discussion until we hear if we received the grant, which will be in March.

- **Short Term Rentals:**
 - STR Active Permits – 20
 - STR Closed Permits – 2
 - STR Permits in process – 9 new accounts (sent out initial outreach letter)
 - Revenue Collection:
 - January and December 2023: \$26,869 (*compared to 2022: \$16,675 – 61% increase*)
 - **Compliance:**
 - Staff is still waiting on additional information from GovOS and will continue to follow up until they are able to provide a solution.
- **Xpress Bill Pay New Payment Solutions** - Apple Pay and Google Pay have made their debut in our XBP mobile app which will be added convenience for those who use these payment platforms.
- **CIRSA Volunteer Work Insurance Policy Reporting** – Finance completed 2023 audit.
- **Policies:**
 - *Floating Holiday/Volunteer Day Pay Policy: (Revised)* – We enhanced our Floating Holiday Pay Policy to the a Floating Holiday/Volunteer Day Pay Policy. We are fortunate to have a team filled with individuals who are eager to give back to our community. We want encourage our team members that have requested a volunteer day to utilize the floating holiday as a day to contribute to a cause they are passionate about.
 - *Last Day of Employment Pay Policy:* – Over the past year, we've received inquiries regarding the payment process for employees' last day. In our ongoing commitment to enhancing clarity, transparency, and communication, we have developed a “Last Day of Employment Pay Policy”. This policy aims to offer clear guidelines to both our valued staff and managers, ensuring a smoother and more transparent process.

Debt Service:

- Scheduled 02/01/2022 – 2018 Water Revenue Bond: CWRPDA Payment - \$419,001 (Last Payment 2040) – (*Payment due on original schedule \$496,488.41 - Loan interest reduced by \$77,487.50 due to accumulated investment interest posted to Eagle's project account applied as credits to the interest portion of 08/01/2023 through 08/01/2024 payments (and to be used to pay debt service interest on associated bonds. – Total credit through 2024 will be a savings to the Town of \$224,402)*)
- Scheduled 02/01/2022 – 2007 Wastewater Loan: CWRPDA Payment - \$448,217 (Last Payment 2028)

Payroll/HR:

- Completed Year-end Payroll
 - 2023 - W2s completed and distributed via paper and electronic
- 2024 Payroll Benefit Adjustments
 - Reviewed, prepared, and input market and merit increases.
 - Finance created Total Compensation and Benefit Statements for all individual employees which is intended to provide staff with a summary of the total benefits they receive and their value, including group benefits, retirement contributions, government-sponsored benefits, and leave benefits. This is the first time the Town has provided this information and will be doing so on an annual basis going forward. These will be distributed to staff by managers in early February.
 - Updated new health Insurance rates and changes (Employee and Employer)
 - Updated required employee retirement 401A match from 5% to 6% as required by our Plan Document *(The plan document states that Employee contributions increase 1% annually until it is a 7%/7% match between the employee and employer)*
- Positions changes in payroll
 - 4 New Hire –
 - Communications & Marketing Specialist
 - Town Engineer
 - Planner I
 - Police Officer II
 - No Terminations in January

Training:

- ICMA High-Performance Leadership Academy – Started a 12 week program requiring approximately 4-6 hours per week. In 2024, eight managers will be completing this training, with Melissa and Jill completing it in the first quarter. Our goal is to extend this training to all staff gradually over time as budget allows. This course covers the following:
 - Leadership Mindset & Positive Engagement
 - Leading Effective Change
 - Communication and Collaboration
 - Leading High Performance Teams

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID							
	2020	2021	2022	2023	2024	VARIANCE FROM PY	
JANUARY	205	230	249	285	280	(5)	-2%

- Completed Year-end Accounts Payable
 - 2023 – 1099-Misc and 1099-NECs completed and distributed

Utilities:

- **January 2024:**
 - Property Transfers – 9 *(YTD – 9)*
 - New Account Set Up – 1 *(YTD – 1)*
 - Utility Red Tags – 23 *(2024 monthly Average 23)*
 - Water Shut Offs – 0 *(2024 monthly Average 0)*
- Updated 2024 utility rates for January statements; Updated website and included communication regarding the increases in the Eagle Today
 - *Water and Waste Water service fees – 3% increases*

- *Water Surcharge – No increase*
- *Stormwater service fees – No increase*
- *Refuse – No increase (Increase was implemented for new contract in December's statements)*

- **Water Fill Station Billing** – Finance is working with public works on finalizing the water fill station billing set up through Caselle and Xpress Billpay; will be complete in February.

- **Water Usage and Budget v. Actual:**

Water Usage (In Thousands)									
MONTH	2019	2020	2021	2022	2023	PRIOR 5 YR AVG	2024	CHANGE OVER AVERAGE	
JANUARY	18,569	17,925	16,564	16,602	15,660	17,064	15,813	(1,251)	-7%

Water Usage is down 7% over prior five-year average in January 2024. Our revenues of water sales is currently at 5.57% of the budget for in town and 5.98% for out of town water sales, which is both slightly above January 2023.

- **Refuse** - Following discussions with both our staff and Vail Honeywagon, it is evident that a modification of Title 7 (Health & Sanitation) in our municipal code is necessary. The finance team has compiled notes for our legal team in collaboration with Sustainability and Public Works. We aim to present the proposed ordinance to the Council at some point during the first quarter.

Town Council Department

Budget to Actual:

TOWN OF EAGLE EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 1 MONTHS ENDING JANUARY 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN COUNCIL</u>					
10-49-110 SALARIES & WAGES	3,800.00	3,800.00	45,800.00	41,800.00	8.3
10-49-142 WORKERS COMPENSATION	.00	.00	56.00	56.00	.0
10-49-143 HEALTH & INSURANCE BENEFITS	.00	.00	168.00	168.00	.0
10-49-144 FICA - EMPLOYER'S	290.70	290.70	3,488.00	3,197.30	8.3
10-49-225 UNIFORMS	.00	.00	500.00	500.00	.0
10-49-320 LEGAL NOTICES	.00	.00	1,500.00	1,500.00	.0
10-49-347 PROFESSIONAL SERVICES	.00	.00	23,000.00	23,000.00	.0
10-49-371 TRAVEL EXPENSE	.00	.00	5,250.00	5,250.00	.0
10-49-372 MEETING EXPENSE	.00	.00	18,750.00	18,750.00	.0
10-49-380 TUITION & BOOKS	.00	.00	6,000.00	6,000.00	.0
10-49-510 INSURANCE	.00	.00	831.00	831.00	.0
10-49-915 COMMUNITY REQUESTS	38,215.00	38,215.00	50,000.00	11,785.00	76.4
TOTAL TOWN COUNCIL	42,305.70	42,305.70	153,143.00	110,837.30	27.6

TOWN OF EAGLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN COUNCIL</u>					
10-49-110 SALARIES & WAGES	.00	44,800.00	45,800.00	1,000.00	97.8
10-49-142 WORKERS COMPENSATION	.00	46.89	59.00	12.11	79.5
10-49-143 HEALTH & INSURANCE BENEFITS	.00	.00	168.00	168.00	.0
10-49-144 FICA - EMPLOYER'S	.00	3,411.91	3,488.00	76.09	97.8
10-49-210 OFFICE SUPPLIES	.00	42.00	.00	(42.00)	.0
10-49-225 UNIFORMS	.00	.00	300.00	300.00	.0
10-49-320 LEGAL NOTICES	.00	252.17	500.00	247.83	50.4
10-49-347 PROFESSIONAL SERVICES	3,500.00	3,500.00	9,000.00	5,500.00	38.9
10-49-351 LEGAL - GENERAL	.00	61.50	100.00	38.50	61.5
10-49-371 TRAVEL EXPENSE	.00	.00	2,900.00	2,900.00	.0
10-49-372 MEETING EXPENSE	.00	3,437.63	5,250.00	1,812.37	65.5
10-49-380 TUITION & BOOKS	.00	958.87	2,800.00	1,841.33	38.9
10-49-450 SPECIAL COUNCIL FUNDING	5,166.00	101,324.02	141,500.00	40,175.98	71.6
10-49-510 INSURANCE	.00	276.66	831.00	554.34	33.3
10-49-915 COMMUNITY REQUESTS	.00	44,750.00	50,000.00	5,250.00	89.5
TOTAL TOWN COUNCIL	8,666.00	202,661.45	262,296.00	59,634.55	77.3

** This report includes invoices received/paid as of 01/31/24, additional 2023 invoices will be received and paid for over the next month, the \$59,634 of unexpended funds will be reduced, although there may be one-time projects will need to be reallocated to the 2024 budget during our first supplemental budget this year.*

SPECIAL EVENTS & MARKETING

JANUARY 2024

Marketing & Events Advisory Committee (MEAC)

- Discussion for the committee to cultivate a new initiative of arts and culture in Eagle.
- Town is seeking request for applicants for MEAC members. Deadline is February 29.

MARKETING & COMMUNICATIONS

- Excited for Jamie Wilson, Town's new communications and marketing specialist.
- Working with CivicPlus on townofeagle.org refresh to update colors, photos, and adding two new header pages for Broadband and PD.

MEETINGS

- Chatham Mayberry with Bravo! - they are hosting several FREE events in Eagle this summer:
 - June 24th - Community Concert @ Brush Creek Pavilion
 - July 10th - Little Listeners @ Eagle Public Library
 - July 10th - Lobby Concert @ Golden Eagle Senior Apartments
 - July 24th - Little Listeners @ Eagle Public Library
 - July 24th - Lobby Concert @ Castle Peak Senior Life and Rehabilitation
- Melissa Cowley Wolf (mcw-projects.com) to discuss Art in Eagle.
- VVF & VHW regarding best placement for the dumpsters for ShowDownTown.
- The Tipi Raisers are returning to Flight Days for the Indigenous Wisdom Gathering.
- St. Mary's Preschool has a new Director, Evangelina Martinez.
- From The Ground Up, Documentary Series. Inquiry about filming in Eagle with Town sponsorship.
- Easter Egg Hunt is moving to Brush Creek Pavilion Park, due to the early arrival of the Easter Bunny and conflicting schedule with the Outdoor Eagle Ice Rink.
 - Batson's Pharmacy (aka The Everything Store) donated over 1,000 plastic eggs prior to their closure
- Vitality Collective and Yoga off Broadway will alternate Sunday yoga classes at the park this summer; YOB will host at the Town Park on the 1st & 3rd Sunday and TVC will host at the Eagle River Park on the 2nd & 4th Sunday.
- Weston Arbogast was instrumental in booking The Runaway Grooms for Eagle Flight Days, June 29 @ 7 PM.

Town-Produced Events – JANUARY

- Twelfth Night Tree Burn – successful partnership between the Town, GEFPD and the Eagle Valley Wildland Team

UPCOMING EVENTS

FEBRUARY	
February 9	EagleARTS - Murder on Broadway
February 9 – 11	Porchlight Players – Young Frankenstein
February 15 – 17	Porchlight Players – Young Frankenstein



INNOVATION TECHNOLOGY

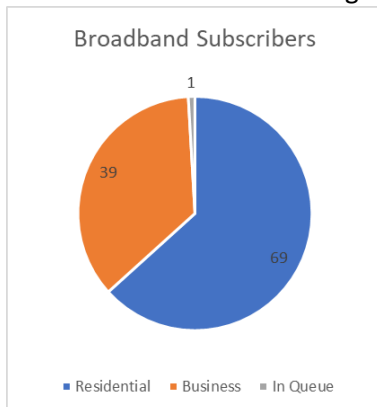
January 2024

Projects:

- Council Chambers AV system upgrade phase I is complete.
- Camera and access control project approximately 80% complete. Expected to be completed in Q1 2024.

Broadband update:

- 39 business subscribers, 69 residential subscribers, 1 in installation queue, 8 signups in January
- Broadband revenue generated in November: \$8044.18



Training:

- CTI and Town Staff provided training and onboarding for the AV system in Council Chambers.
- Staff provided Microsoft Lists Training for new Social Content Management System
- Staff provided Microsoft SharePoint Training for Using and Migrating Marketing & Special Events data off network shares

Technical Operations:

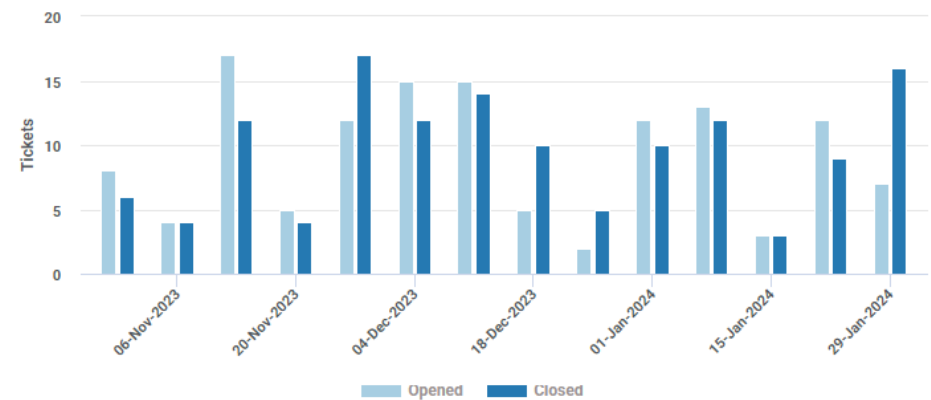
- New user workstation setups and onboarding:
 - Ryan Johnson - Town Engineer
 - Sydney Dynek - Planner I
 - Jamie Wilson - Communication and Marketing Specialist

• Support ticket report:

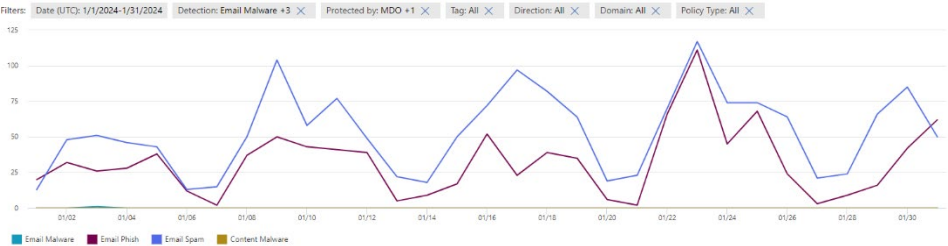
130 Tickets Opened Previous 3 Mont...

134 Tickets Closed Previous 3 Months

Tickets Opened Vs. Closed - Previous 3 Months



• Email threat protection report for January:



HUMAN RESOURCES

January 2024

Benefits

- Administering 3 FMLA/MLA claims
- Benefits orientation held for 3 new hires.

Compensation

- Finalized Compensation Pay Plan for 2024
- Collaborated with Finance to communicate all pay adjustments with staff and management.
- Preparing a Compensation Philosophy memo to distribute to all staff explaining the changes for 2024.

Risk Management, Safety and Work Comp

- Managing 8 General Liability & PC Open claims
 - 2023 total claims = 16 (10 closed)
 - 2024 total claims = 2
- Managing 4 Work Comp Claims

Recruiting – Onboarding

- Interviewed & Hired
 - B & G Maintenance Tech II
 - Streets Maintenance Tech I
- 2024 starts with **19** open positions:
 - **14** full-time open positions, (6 of those positions carried over from the 2023 budget) and
 - **5** seasonal positions for
 - 3 positions currently in progress
 - Police Chief
 - PW Inspector
 - Community Development Director
- 2023 ended with **37** positions filled

HR Administration, Training, Translation Assistance

- Finalized merit and market increase spreadsheets
- Work Comp Cost Containment Premium discount Awarded for 2024
- Spanish Court interpretation 30 minutes

COMMUNITY DEVELOPMENT

January 2024

LONG RANGE PLANNING

ReCode Eagle – The Land Use and Development Code (LUDC)

- Staff is preparing application forms and checklists and addressing other various administrative tasks.
- Municode upload to be completed in early 2024. The previous version of the Land Use and Development code will still be available to the public as an archived version.
- The new ReCode available here: [Land Use and Development Code Effective 10/23/2023 | Town of Eagle, CO - Official Website](#)
- Staff is cataloging questions from the Public, tracking items for technical changes and researching Code Sections to determine where amendments may be necessary.

LAND USE APPLICATIONS IN PROGRESS

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

- **AN23-01: West Eagle Housing**
 - The project consists of 9.5 acres and 113 units within 23 buildings. Applications include annexation, zoning, major development permit, and subdivision. Proposed lot area/dwelling unit is 3,278 SF, which is ~13.3 units/acre
 - Application is complete and out for referral agency comment.
 - No public hearings scheduled.
- **PUDA23-01: Haymeadow Major PUD Amendment**
 - This Project is a Major PUD Amendment within the Haymeadow development to:
 - Reverse the RMF-5 land swap;
 - Update the intended alignment of the extension of Sylvan Lake Rd
 - Update the conceptual/development plan
 - Revise the PUD Guide to align with ReCode and current best practices.
- **HYMD23-05: Haymeadow ADA Amendment**
 - This application consists of a focused update to Haymeadow's Annexation and Development Agreement, more information will be provided in the next update.
- **AN23-02 Annexation/RZ23-02/PUD Plan23-01 PUD Zoning Plan: North Broadway**
 - Low income and for-sale housing with limited commercial new development that includes: 1) Annexation and initial zoning of 2.248 acres of the Ping Lane parcel and 1.193 acres of the Brooks Lane parcel to HD/C-PUD; 2) Rezone of 9.236 acres of the Ping Lane parcel from Rural Residential to Planned Unit Development and 4.296 acres of the Brooks Lane parcel from Mobile Home Park/Planned Unit Development (MHP/PUD) to Planned Unit Development; and 3) PUD Zoning Plan for the entire property utilizing the newly adopted CMU-1 zone district as the underlying framework.
 - Project Location: 101 Ping Lane and 404 Brooks Lane properties located north of Eagle's Central Business District between the railroad and the Eagle River.
 - Application has not been deemed complete
 - Public Hearing Schedule: None
- **PUDA24-01 Reserve at Hockett Gulch**

- This project is a Minor PUD Amendment to review the minimum width standard from the drive aisle from Section 8 of the PUD Guide.
- Minor PUD Amendment are reviewed administratively.

ADDITIONAL UPDATES:

- Staff have been fielding significant numbers of calls and emails about uses permitted under the new Code, as well as review timelines, and process and procedures.

MAJOR CONSTRUCTION PROJECTS

Business Name	Location	Status
Second Street Tavern	127 W Second St.	TCO has now expired due to the inactivity on the Encroachment Permit. Code Enforcement has provided a deadline of February 9, 2023, to remove the applicable encroachments from the TOE ROW before fines are assessed. CO can be issued after the encroachment permit is final.
Foodsmith	318 Broadway	Working toward building final *Noteworthy: Retail food sales & cooking class.
Eby Creek Apts.	435 Eby Creek	TCO issuance in progress.
Hockett Gulch Apts.	16186 Hwy 6	Trailhead restroom - Shaw resubmitted revising cost comparison. Forwarded Community Development department's request for color rendering of restroom for TOE Packet. Development Agreement revision with Kendra for drafting, revision will adjust deadlines for Grand Ave. entrance and irrigation system items. Back to Kendra for adjustment, Town needs to confirm time frames for task completion. Drywall in Building 2 and Clubhouse complete. Building 1 has started drywall stage at upper levels.
410 Broadway Project	410 Broadway	TCO issued and occupancy of dwelling units in progress.
City Market Remodel	0103 Market St	Interior work completed. Parking lot improvements (re-configuration) still pending.
Haymeadow	91 Mountain Hope Circle	Foundations for last two buildings pending and framing of five buildings in progress. First building sheetrocked and interior finish in progress. Continued work needed on Conditions of Approval / tracking of COA's
Habitat for Humanity	3 rd Street	All building permits issued and foundation work in progress
Slope and Hatch	115 East Second St Unit 1	Construction work commenced. Sign Permit issued.
High Country Hearth Showroom	115 East Second St Unit 4	Permit issued. Work in progress.
Desmond Builders Office	410 Broadway South Unit	TCO issued
C&C Plumbing and Mechanical	82 Chambers Ave	Both buildings under construction

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

TYPE OF WORK PERFORMED	EOY 2023	YTD 2024
Inspections (n/i Planning, Public Works)	1,885	282
Permits Processed	411	17

P&Z and Council Meeting Schedule

January 2024
January 2 nd (Planning Commission) – Cancelled
January 9 th (Town Council)
January 16 th (Planning Commission) - Cancelled
January 23 rd (Town Council)
February 2024
February 6 th (Planning Commission) - Cancelled
February 13 th (Town Council)
February 20 th (Planning Commission) Haymeadow Major PUD Amendment
February 27 th (Town Council)
March 2024
March 5 th (Planning Commission) -
March 12 th (Town Council)
March 19 th (Planning Commission)
March 26 th (Town Council)

EAGLE POLICE DEPARTMENT

January 2024

2024 January Calls for Service: 1,030

2023 January Calls for Service: 1,006

<i>Agency Assist – 10</i>	<i>Harassment – 6</i>
<i>Assault -- 3</i>	<i>Juvenile/Family Incident -- 4</i>
<i>Burglary –</i>	<i>Missing/Recovered * Juvenile – 0 Adult- 1</i>
<i>Burglary False Alarm – 7</i>	<i>Motor Vehicle Crash/Assist – 51</i>
<i>Child Abuse Investigations -- 0</i>	<i>Narcotics -- 0</i>
<i>Citizen Assist – 32</i>	<i>Noise – 5</i>
<i>Civil – 12</i>	<i>Parking problem/violation – 126</i>
<i>Code Violation -- 9</i>	<i>Protection Order Violation -- 1</i>
<i>Damage/Vandalism – 5</i>	<i>Sex Assault -- 2</i>
<i>Death -- 1</i>	<i>Misconduct Investigations -- 0</i>
<i>Disturbance – 6</i>	<i>Sex Offender Check/Registration -- 0</i>
<i>Dogs Leash, Welfare or Noise (EPD and not A.C.) -</i>	<i>SRO Related – 16</i>
<i>- 4</i>	<i>Suicidal/Welfare – 5</i>
<i>DUI/D -- 4</i>	<i>Suspicious Person/Vehicle/Occurrence – 32</i>
<i>DUR -- 1</i>	<i>Theft – 3</i>
<i>F or M Menace/Assault/Weapons- 0</i>	<i>Trespassing -- 0</i>
<i>Fire/Medical – 8</i>	<i>Warrant Arrest – 1</i>
<i>Fraud – 2</i>	<i>Wildlife Animal -- 2</i>

January was an exciting month for Eagle Police Department. We held a ceremony to celebrate recent achievements and welcome our newest hire to the team. Daniel Suehrstedt and Craig Westering were promoted from Patrol Officers to Patrol Sergeants, and Ryan Larson joined our team as a Patrol Officer. All three gentlemen were sworn in by Interim Chief Buhlman. Madison Vaughan, one of our Records Technicians, was given an Outstanding Service Award from Interim Chief Buhlman for her contributions to Eagle Police Department during the 2023 year. Please join us in congratulating these members of our staff!

Eagle Police Department partnered with Internet Crimes Against Children (ICAC) Task Force for #SaferInternetDay to raise awareness about internet safety. This day focused on sharing resources with parents on keeping kids safe on the internet. As part of this communication, we posted a flyer that can be viewed on our website here: [SMART Tips for Parents Handout PROOF2 \(townofeagle.org\)](https://www.townofeagle.org/SMART-Tips-for-Parents-Handout-PROOF2).

A concerned resident called in after receiving a scam call from someone claiming to be an Officer. The caller told the resident that there was a warrant out for their arrest and the warrant could be cleared if the resident paid a fine online. We would like to remind the community that this is a common scam. Our officers will never contact someone over the phone demanding payment for a warrant. If you receive a similar call, please do not give out any of your personal information and do not give the caller any kind of payment over the phone. Hang up and call the Eagle Police Department directly at 970-479-2200 if you believe you have been contacted by this scammer.

Due to supply chain issues during 2023, Eagle PD was not able to purchase any patrol vehicles as was budgeted for. Subsequently, six hybrid vehicles were procured from a new distributor in January and are currently being upfitted. We hope to have these new vehicles on the road by early summer.

Sergeant Suehrstedt began phase 1 of extensive training to become certified as a Drug Recognition Expert (DRE). DREs are law enforcement officers trained to recognize impairment in drivers under the influence of drugs other than, or in addition to, alcohol. The International Association of Chiefs of Police (IACP) coordinates the International Drug

Evaluation and Classification (DEC) Program with support from the National Highway Traffic Safety Administration (NHTSA) of the U.S. Department of Transportation.

MUNICIPAL COURT		January Statement	
Court held January 6th & 20th			
Citations Issued	Current	YTD	2023
Animal Control	2	2	109
Juvenile	0	0	16
Misdemeanor/Ordinance	0	0	9
Parking	27	27	175
Traffic	11	11	119
Total	33	40	456
Fines and Fees Collected (includes collections for previous months)	Current	YTD	2023
Court Costs	\$ 90.00	\$ 90.00	\$ 1,135.00
Criminal Police Equipment and Training Surcharge	\$ 20.00	\$ 20.00	\$ 510.00
Traffic Surcharge	\$ 230.00	\$ 230.00	\$ 2,830.00
Deferred Judgment Fee	\$ -	\$ -	\$ -
Fines	\$ 1,610.00	\$ 1,610.00	\$ 26,032.50
Outstanding Judgement Fee	\$ -	\$ -	\$ -
Stay of Execution Fee	\$ -	\$ -	\$ 145.00
Bad Check Fee	\$ -	\$ -	\$ 25.00
Warrant Fee	\$ 80.00	\$ 80.00	\$ 100.00
Failure to Appear	\$ 245.00	\$ 245.00	\$ 3,140.00
Victim Restitution Fee	\$ 25.00	\$ 25.00	\$ 1,059.31
Total	\$ 2,300.00	\$ 2,300.00	\$ 34,976.81
Dispositions (Payments or Court Appearances)	Current	YTD	2023
Animal Control	5	5	109
Juvenile	0	0	19
Misdemeanor/Ordinance	0	0	8
Parking	20	20	171
Traffic	5	5	128
Total	30	30	435
Outstanding Fines and Fees At Collections & by Date			
Current	\$ 415.00		
1-30 Days Past Due	\$ 495.00		
31-60 Days Past Due	\$ 85.00		
61-90 Days Past Due	\$ 745.00	**At Collections	
91-180 Days Past Due	\$ 17,545.47		
Total	\$ 19,285.47		

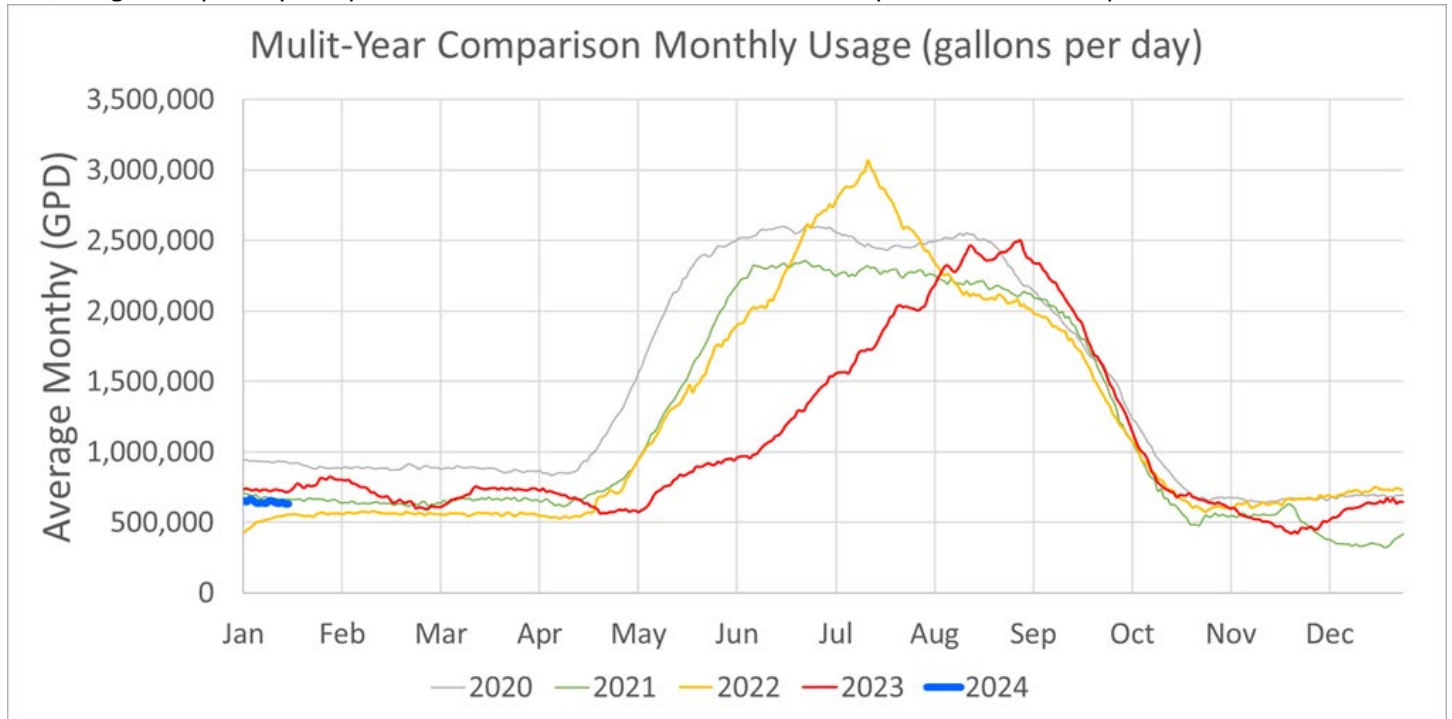
PUBLIC WORKS

January 2024

Water (Stephen Wilson, Utilities Manager)

- Currently staff are working to identify backflow devices that have not been tested in 2023.

Weekly water production has increased to around 0.62 million gallons per day (MGD) in January. This is down by about 300,000 gallons per day compared to 2020 but consistent with the same period in the three previous.



- Gate valve, Hydrant parts, and pressure reducing valve parts are being ordered in preparation for 2024 maintenance.



- The motor for the Upper Basin Water Treatment Plant chlorine disinfection rapid mix system was proactively replaced.

- The unit heaters for the Upper Basin Water Treatment Plant chlorine room and Upper Eagle Ranch Booster Pump Station were trouble shot and repaired by staff.
- Brush Creek was flowing at approximately 25 CFS at the upper diversion. During the January cold spells, periodic ice removal was required to maintain water diversions.
- East Eagle Tank: Geotechnical and survey field work have been completed prior to winter. Preliminary design for the water storage tank design can now start.
- 2 MG storage tank at the Upper Basin Water Treatment Plant and 1 MG Lower Eby Creek Tank: Two viable alternatives for the Lower Eby Creek tank site have been identified and the preliminary engineering report is in the process of being finalized. The Town worked with CDPHE staff to identify and agree on viable project alternatives in the beginning of the project.
- Cemetery Tank replacement design is on-going and is in the approval process with CDPHE.
- West Eagle development hydraulic model is in progress for both the distribution system and collection system.

Wastewater (Stephen Wilson, Utilities Manager)

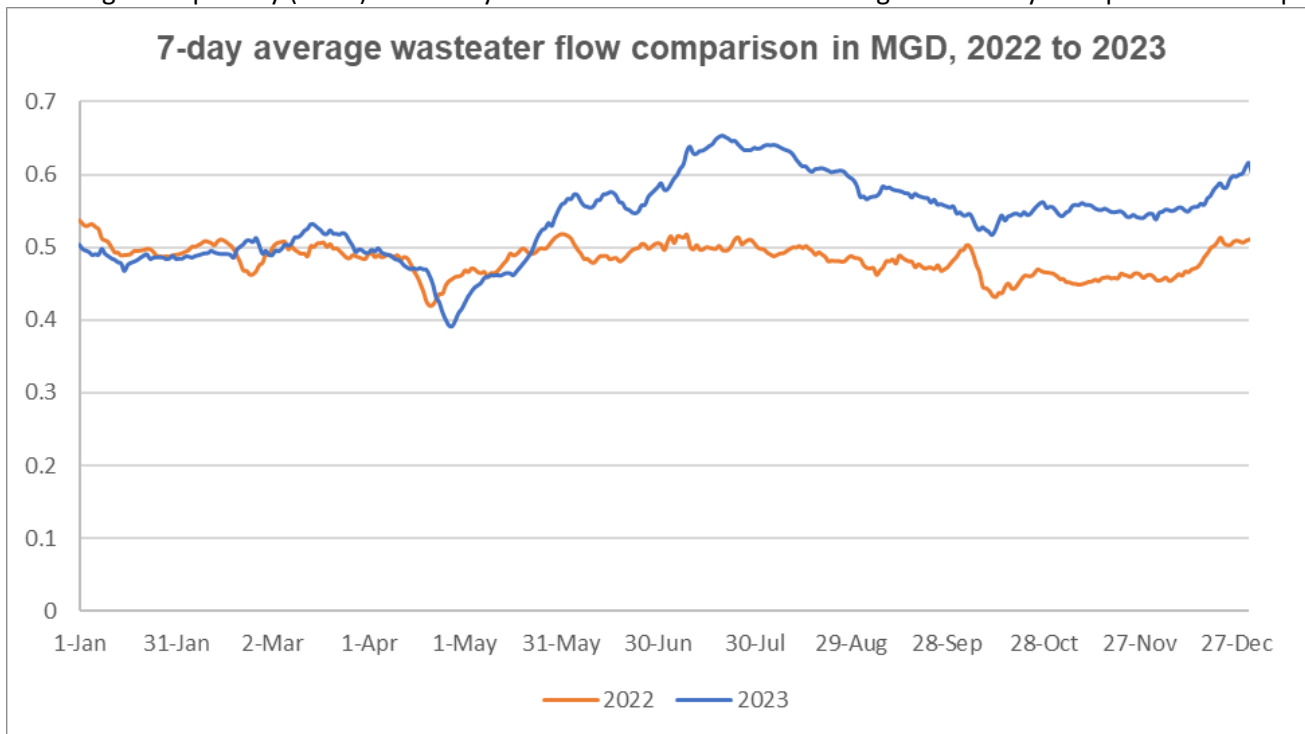
- Wastewater Treatment Facility (WWTF) UV Disinfection System: UV Channel slide gates have been repaired by Water Technology Group and wastewater staff to facilitate repair and UV bulb replacement. Additional bulbs have been ordered for the UV system.



- WWTF Headworks: Parts to the raw wastewater screening and grit removal system have been ordered. The new replacement parts should improve operations and reduce water being captured in the grit and trash removal process.



- Flows and loads in January were slightly above average with the plant treating approximately 0.60 million gallons per day (MGD) in January. This wastewater flow is tracking consistently with potable water production.



- Pumps and motor starters for the visitor center lift station were replaced in January and Staff are working with vendors to replace the lift station valves, piping, and controls.
- Fire protection system upgrades at the wastewater treatment plant are in progress.
- The Town filled the vacant utility operator position for the beginning of December. The new operator Kevin is currently training and taking on additional responsibilities at the WWTF and Water Treatment Plants.

- We are still waiting for the State to release a final permit modification No. 1. This amendment is part of a complex picture relating to the standards implemented by the State in our current discharge permit as well as future regulatory limits we will be required to comply with. We have been working with our consulting engineers to study how to best comply with the future regulations, and now are beginning preliminary design for the required improvements at the plant. The aeration study for these improvements is being finalized and has identified potential energy savings to be realized along with process improvements.

Open Space & Trails

(Brian Lieberman, Open Space & Trails Manager)

- **Open Space Management 2024 Work Plans** – Staff have developed a Work Plan for 2024 that details the priority projects, goals, and operational changes from the Open Space Management Plans to implement in this calendar year. The work plans can be viewed in the February 2024 OSRAC meeting packet at this link: <https://eagleco.portal.civicclerk.com/event/2095/files/agenda/3673>.
- **Respect the Wild Update** - Representatives from the Vail Valley Mountain Trails Alliance (VVMTA) and the Hardscrabble Trails Coalition (HTC) provided an update to OSRAC on the Respect the Wild Campaign for the 23/24 winter.
 - Goals of the Respect the Wild Campaign include:
 - Education intended to better understand our relationship with wildlife and change behavior to recreate responsibly
 - Keep dogs leashed
 - Respect seasonal trail closures
 - Leave wildlife alone
 - **Key updates from the presentation include:**
 - VVMTA staff are averaging 20 hours per week at the Haymaker Trailhead focusing on education for responsible recreation.
 - VVMTA staff have not been at the Eagle Ranch Golf Course but are open to the possibility of using some staff hours at that location.
 - Some youth and volunteer time at the trailheads
 - They also presented an update on trail counter data (December and January)
 - Haymaker - 1st Loop
 - 597 human users
 - 229 K9 users
 - December 78% off leash dogs down to 72% in January
 - Haymaker - 2nd Loop
 - 541 human users
 - 199 K9 users
 - December 80% off leash dogs down to 58% in January
 - All Eagle Seasonal Closures
 - 3 violations on 3rd loop all between 12/13 - 12/17
 - 1 bike on Pool & Ice
 - 0 violations on Second Gulch and Turniphead and Arroyo
 - VVMTA's presentation and additional information can be found in the following links:
 - Link to OSRAC presentation with supporting data:
 - <https://docs.google.com/presentation/d/1LBjNg-CYGkAHeYGsK0ULM9c8PuXpKyAhJw27LYzaB0/edit?usp=sharing>
 - Link to the Wildlife Education and Ambassador Training event from December 2024. This contains background information on the Trail Ambassador program and the program's impact throughout the country:

- <https://docs.google.com/presentation/d/17cURrzZc4o3UBct2cwVB711G7fqC8-TvV8tbSOkYugo/edit?usp=sharing>
- Link to the media campaign that was developed last spring (2023). It has all the detailed information on the performance of the campaign:
 - <https://drive.google.com/file/d/1h2bkXvye3bLZSbNojiRqTVOLvgibKwg-/view?usp=sharing>
- Link to the media kit and the campaign overview:
 - <https://drive.google.com/file/d/14c9qDRBEYEzoNqG4IFQ1FnjtB7O9M42M/view?usp=sharing>

Here is the Executive Summary of results and data from the Respect the Wild Campaign provided by VVMTA and HTC:

Executive Summary - Respect the Wild



Respect the Wild is an educational campaign based on positive rewards and peer pressure to change three behaviors to help protect wildlife: keep dogs leashed, respect trail closures, leave wildlife alone. We are seeing positive impact through camera data results and supported by anecdotal reports .

- 99.9% seasonal trail closure compliance in 2022 and 2023 - protects hundreds of acres of winter range surrounding the Town of Eagle development boundary from 12/1-4/15 annually.
- Over 70% of people recreating on Haymaker so far this winter are being responsible - they don't have a dog or their dog is on a leash.
- For those people who recreate with dogs on Haymaker, our data shows that year-over-year more of them are keeping their dogs on-leash.
- Majority of winter recreation is on the golf course, keeping impact contained within areas already impacted by urban density. Limited data on the golf course suggests that 70-90% of users are being responsible. This is supported by a large decrease in complaints received by the general manager.

Through significant paid advertising, local communications, signage and community outreach:

- We have successfully reached members of our community who were unaware of their impact, didn't know the rules and are willing to change. They are taking the pledge and changing their behavior to protect wildlife.
- At the onset, for those that don't care about the rules, we identified that enforcement or incentive to stop is likely needed to dissuade this group. The majority of people we have contacted who have their dog off-leash on Haymaker fall into this group. These conversations are proving difficult as they cross into enforcement without authority. Additional enforcement support on Haymaker is needed.

Impact Summary Winter 2023 and 2024

Budget	Deliverables	Result
2023 \$40,000 Eagle Ranch Wildlife Committee \$20,000 from Town of Eagle	Deliverables executed focused on bilingual display & social media advertising supported by an educational event, partner communications, trail signage and volunteer based education at the Haymaker trailhead.	• 434,911 impressions - how often the ads are shown • 2,389 clicks RespectTheWild.com • 304 pledge takers • 99.9% trail closure compliance
2024 \$15,000 from Eagle Ranch Wildlife Committee	With the success of the 2023 advertising campaign, the focus for 2024 is on a paid trail ambassador doing on-the trail education and positive rewards supported by partner communications, increased signage educational event, school outreach, and organic social media.	• Increased signage at trailheads, on the trails and golf course • 11,080 impressions on social media • 22 new pledge takers • 99.9% trail closure compliance

Quick Links

- [2023 Respect the Wild Proposal](#)
- [2023 Campaign Strategy & Goals](#)
- [2023 Creative Presentation -Council](#)
- [2023 Paid Advertising Results](#)
- [Media Kit and Creative](#)
- [2024 Respect the Wild Proposal](#)
- [2024 Plan Summary & Impact to Date](#)
- [OSRAC Meeting - CPW Input on Recreation - Haymaker & Golf Course](#)

Data Trends - Haymaker

Usage Summary - Total Users from December 1 - April 15

Haymaker Loop 1	2021	2022	2023 (partial)
Total Human Users	908	863	616
Total K9 Users	459	493	238
% Of K9 Users Off-Leash	82%	74%	73%
% Responsible Users - No dog or on-leash	60%	57%	71%

Haymaker Loop 2	2021	2022	2023 (partial)
Total Human Users	N/A	N/A	561
Total K9 Users	N/A	N/A	208
%K9 Users Off-Leash	N/A	N/A	72%
% Responsible Users - No Dog or On-Leash	N/A	N/A	73%

% Dogs Off-Leash of People Recreating with a Dog - Month over Month

Haymaker Loop 1	2021	2022	2023
December	95%	81%	78%
January	85%	84%	72%

Haymaker Loop 2	2021	2022	2023
December	N/A	N/A	80%
January	N/A	N/A	56%

- Interpretive Open Space Signage Project – Staff are soliciting bids from select qualified vendors to fabricate and install interpretive and bilingual educational signage along the Brush Creek Paved Path in open space. Content for the signs was developed in partnership with Walking Mountains and focuses on resource education, wildlife, and responsible recreation.
- Open Space and Trails Master Plan Phase 1 Projects Implementation - Staff are coordinating with Vail Valley Mountain Trails Alliance (VVMTA) and the Hardscrabble Trails Coalition (HTC) to plan for implementation of high-priority trail, reroutes, and trail decommissioning projects in federal lands surrounding the Town of Eagle. Projects are still under review by the Bureau of Land Management, with an expected review completion date of March 2024. Implementation of projects is expected to begin this summer.
- Eagle County Open Space Plan Engagement – Eagle County Open Space has started stakeholder engagement for the development of a new county-wide Open Space Plan. Town staff participated in a kickoff engagement meeting with the County and other municipalities to start identifying strengths, weaknesses, partnerships, and desired direction for the County open space program. This will be ongoing for 2024.
- Winter Recreation Management – Staff have continued to put up new signs focused on winter recreation education, the leash law, and seasonal trail closures information.

Engineering

(Ryan Johnson, Town Engineer and Martha Miller, Project Manager)

January 2024

General Updates (RJ):

- Ryan Johnson was hired as the Town Engineer. He has a municipal engineering background at the City of Glenwood Springs and Town of Avon and before that worked as an engineering consultant.
- The job description for the currently posted public works inspector is being modified to better fit the role and will be readvertised in coordination with HR.
- Modifications to the Public Works Facility office space will be necessary to accommodate additional positions. Initial office modification plans are being developed.
- Preliminary work has begun on replacing the Public Works Manual with updated Engineering Standards and Construction Specifications. Similarly, right of way and grading permit processes are under review and will undergo modifications

Right of Way Permitting Summary (RJ):

Active ROW Permits: 0 (Seasonal work restrictions are currently active Nov. 15 to April 15)

Resurfacing and Pavement Management Program Summary (MM)

- Pavement Management Study – Staff working with IMS (Infrastructure Management Services) on getting a final report.
- 2024 Resurfacing Project – Using the results from the Pavement Management Study, the roads with the lowest Pavement Condition Index (PCI) are Chambers (high traffic volumes), Sawatch, and Marmot. The 2024 Resurfacing project will include Marmot Lane and the western portion of Chambers Avenue. Staff will prepare the bid package in March and advertise in April.

Capital Improvement Projects (MM)

- Howard & 4th Street – Staff has completed 90% design and the review meeting is scheduled for March 7th and Open House for March 11th. Staff anticipates advertising the project in mid-April.

- Sylvan Lake Road – Staff has completed a 30% (FIR) design, submitted to CDOT, and FIR meeting is scheduled for Feb. 21st. Staff will schedule an Open House in March/April. The design includes a new sidewalk between MacDonald and Capitol Streets and intersection improvements at Capitol Street and Eagle Ranch Road using the \$1M MMOF grant.
- Grand Avenue Corridor – Staff supplemented the design team with a roundabout expert due to the complexity of the corridor with many constraints. One-on-one property owner access meetings are scheduled on February 13th and 14th. Staff are working on balancing the traffic recommendations, roadway design and access points. Technical design meetings to review traffic, drainage, and utilities are ongoing.
- Safe Streets of All (SS4A) Action Plan – Staff released a Request for Proposals (RFP) on February 5th with a close date of March 5th. This study is funded with the \$276,000 SS4A grant (80/20 match) the Town received. Staff will start preparing the Executive Agreement with FHWA. FHWA has delegated this task to the grant recipients. Processing the grant agreement and selecting a consultant will run concurrently.
- RAISE Grant – Staff is working on a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant for the Grand Avenue corridor project. Applications are due Feb. 28th. KLJ leads the application preparation and Benefit Cost Analysis (BCA) calcs. Staff is working on providing technical information to KLJ and obtaining support letters from state and local agencies such as Senators Bennett and Hickenlooper, Representative Neguse, Eagle County, EVTA, DDA, EVC, etc.

TOWN CLERK

January 2024

Communication Committee (*M. Furtado, M. Herota, S. Wilson, B. Lieberman, T. Wernicke, J. Rakow, M. Daruna, K. Koppel, R. Goebel, J. Wilson*)

EAGLE SPIRIT EMPLOYEE NEWSLETTER: Sent February 1, 2024

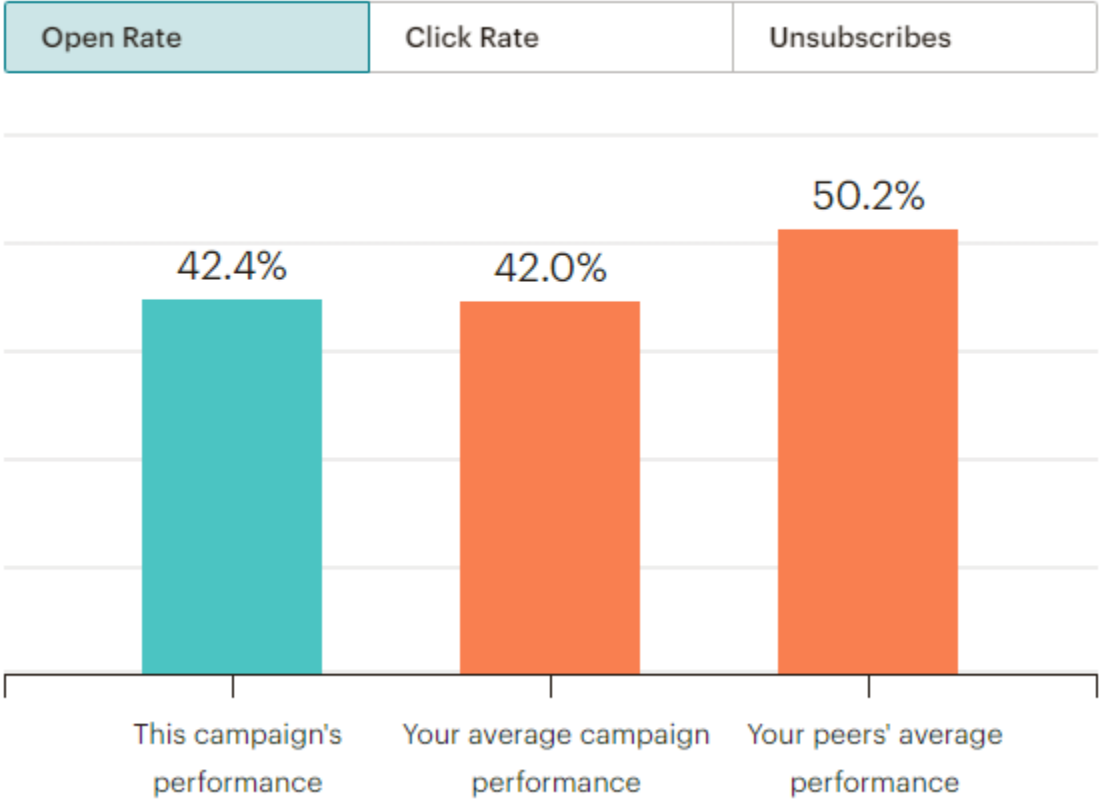
EAGLE TODAY: January 31, 2024 –2,891 Recipients



IN THIS EDITION:

- Town Offices Closed Presidents' Day
- [Business License Renewals](#)
- Habitat for Humanity
- Snow Removal
- Eagle Police Department
- Planning & Zoning Commission
- Journey to Net Zero
- Water/Sewer Rate Change
- Respect the Wild
- [Residential Broadband](#)
- [Open Town Staff Positions](#)
- See Something Say Something
- [Ask the Town](#)

How your email campaign compares



Top links clicked

WATER RATES		
https://nam11.safelinks.protection.outlook.com/?url=https%3A%2F%2Ftownofeagle...		55
https://www.townofeagle.org/Jobs.aspx		42
https://www.townofeagle.org/436/Business-License		20
SEWER RATES		
https://nam11.safelinks.protection.outlook.com/?url=https%3A%2F%2Ftownofeagle....		18
https://www.townofeagle.org/892/Town-News-and-Notices		11

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

EAGLE NEWS

Stay Updated on the Latest Town Updates

- Holiday Tree Recycling
- Extra Trash Pickup Requests
- 2024 Business License Renewals

Ask the Town



- 1. Commercial Leasing Inquiry

Records Requests

2018	2019	2020	2021	2022	2023	2024
16	13	16	30	41	29	6

*Various Town Departments respond to Records Requests

Licensing

- 2024 Business License Renewals – 112 licenses
- Liquor License
 - Real Jalisco Renewal
 - Loaf N Jug Renewal
 - Eagle Sinclair Renewal
- Marijuana – no activity
- Tobacco – 6 of 7 renewed *One new Tobacco Retailer at 700 Chambers pending approvals.*
- Training/Meetings
 - Economic Dashboard Work Session

Social Media Posts – See Hootsuite Monthly Report.

Post performance - Facebook Pages

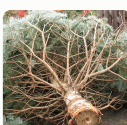
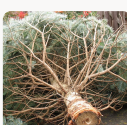
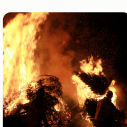
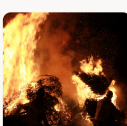
Data from 01 Jan, 2024 to 31 Jan, 2024

Sources

- F

Eagle Outside
- T

Town of Eagle, CO

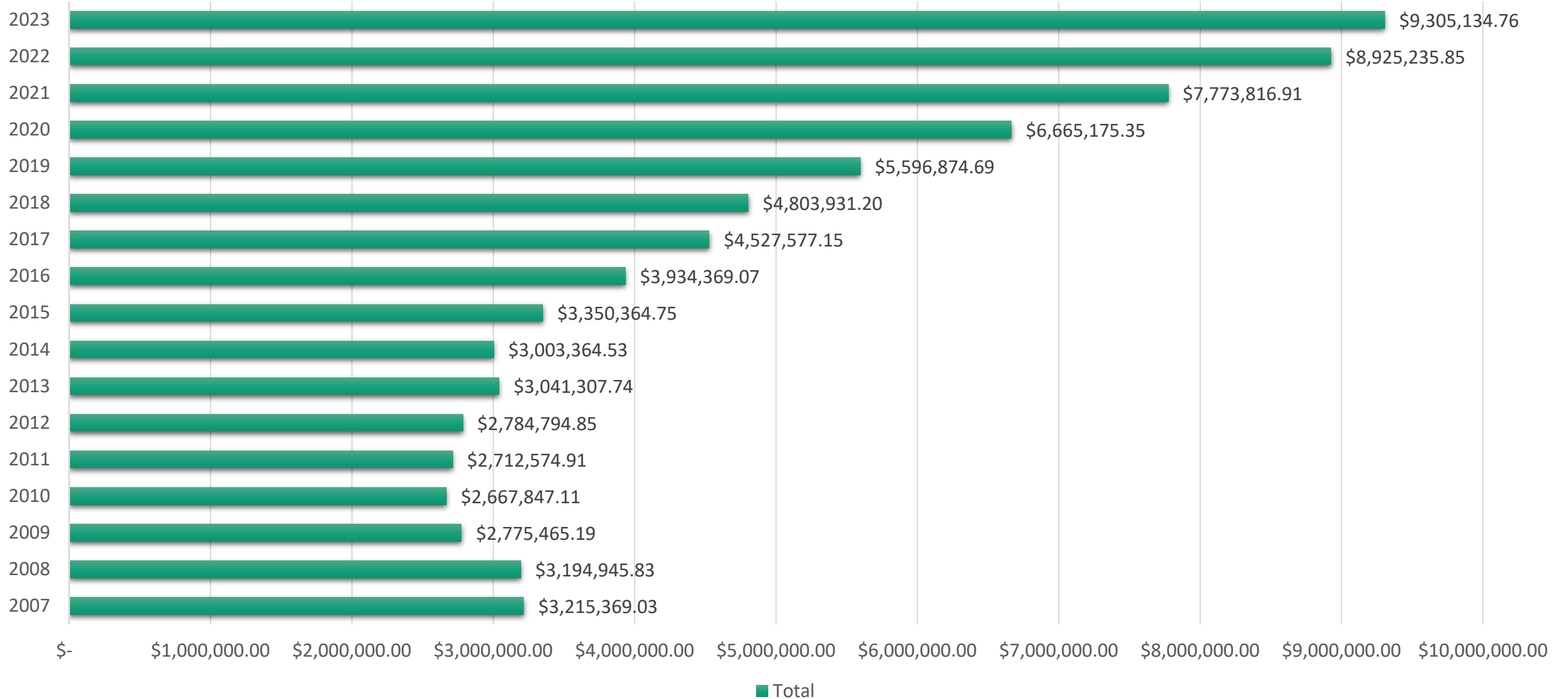
DATE ▼	POST	AUTHOR	COMMENTS	ENGAGED USE...	ENGAGEMENT...	REACH	REACTIONS	SHARES	VIDEO VIEWS	
T Town of Eagle, CO Jan 31, 15:33	 (Post with no description)			2	141	19.75%	714	26	0	0
T Town of Eagle, CO Jan 29, 19:01	 Planning & Zoning Commission plays an integral role in the growth and development of the Town of Eagle through the review of Land Use Applications and Community Plans. Deadline to apply is February 23, 2024. Application ca...	Town of Eagle		0	8	1.91%	418	2	0	0
E Eagle Outside Jan 29, 19:00	 Planning & Zoning Commission plays an integral role in the growth and development of the Town of Eagle through the review of Land Use Applications and Community Plans. Deadline to apply is February 23, 2024. Application ca...	Town of Eagle		0	4	1.22%	327	3	0	0
T Town of Eagle, CO Jan 24, 23:00	 Join EagleARTS for their award-winning immersive arts experience, Murder on Broadway. Event is Friday, February 9, starting at 5 PM. Purchase tickets at eaglearts.org	Town of Eagle		1	8	1.53%	524	2	0	0
E Eagle Outside Jan 24, 23:00	 Join EagleARTS for their award-winning immersive arts experience, Murder on Broadway. Event is Friday, February 9, starting at 5 PM. Purchase tickets at eaglearts.org	Town of Eagle		1	6	1.51%	398	1	0	0
T Town of Eagle, CO Jan 23, 16:04	 Habitat for Humanity Vail Valley is building more affordable homeownership opportunities thanks to strong community partners. On Tuesday, January 16, eight of 16 modular homes were craned into place, on 3rd Street in Eagle. This...	Town of Eagle		6	105	8.47%	1,240	31	0	0
E Eagle Outside Jan 23, 16:00	 Habitat for Humanity Vail Valley is building more affordable homeownership opportunities thanks to strong community partners. On Tuesday, January 16, eight of 16 modular homes were craned into place, on 3rd Street in Eagle. This...	Town of Eagle		0	3	0.78%	383	3	0	0
T Town of Eagle, CO Jan 19, 19:00	 Cheer on Eagle local, Nash Lucas, today in his first World Cup start in the Men's Mogal event for the US Ski Team. Today, Friday, January 19 at 5 PM, MST, ON DEMAND skiandsnowboard.live	Town of Eagle		0	167	7.53%	2,219	34	4	0
E Eagle Outside Jan 19, 19:00	 Cheer on Eagle local, Nash Lucas, today in his first World Cup start in the Men's Mogal event for the US Ski Team. Today, Friday, January 19 at 5 PM, MST, ON DEMAND skiandsnowboard.live	Town of Eagle		1	33	3.32%	995	22	0	0
T Town of Eagle, CO Jan 19, 02:00	 Resolution No. 2 Stop feeding deer because they went full paleo (and it's illegal) @coparkswildlife	Town of Eagle		0	26	3.39%	767	13	0	0
E Eagle Outside Jan 19, 02:00	 Resolution No. 2 Stop feeding deer because they went full paleo (and it's illegal) @coparkswildlife	Town of Eagle		0	5	1.22%	409	4	0	0
T Town of Eagle, CO Jan 17, 19:10	 As we head into more snowy weather, we'd like to remind the community of snow event parking restrictions in Eagle Ranch. Where? All of the streets in Eagle Ranch Neighborhood are designated Emergency Snow Routes except Capitol...		4		90	9.04%	996	19	1	0
T Town of Eagle, CO Jan 16, 19:00	 Eagle Town Park Ice Rink is Open! The ice rink is free to use and open to the public. Thank you, Eagle Ice Dads!	Town of Eagle		7	138	3.48%	3,961	63	2	0
E Eagle Outside Jan 16, 19:00	 Eagle Town Park Ice Rink is Open! The ice rink is free to use and open to the public. Thank you, Eagle Ice Dads!	Town of Eagle		0	14	1.61%	872	9	0	0
T Town of Eagle, CO Jan 12, 19:00	 Town of Eagle administrative offices will be closed on Monday, January 15, in observance of Martin Luther King Jr. Day.	Town of Eagle		0	2	0.81%	247	0	1	0
E Eagle Outside Jan 12, 19:00	 Town of Eagle administrative offices will be closed on Monday, January 15, in observance of Martin Luther King Jr. Day.	Town of Eagle		0	0	0%	126	0	0	0
T Town of Eagle, CO Jan 10, 14:01	 Join EagleARTS for their award-winning immersive arts experience, Murder on Broadway. The event is Friday, February 9, starting at 5 PM. Purchase tickets at eaglearts.org	Town of Eagle		0	6	1.41%	426	3	0	0
E Eagle Outside Jan 10, 14:00	 Join EagleARTS for their award-winning immersive arts experience, Murder on Broadway. The event is Friday, February 9, starting at 5 PM. Purchase tickets at eaglearts.org	Town of Eagle		0	2	0.83%	242	2	0	0
T Town of Eagle, CO Jan 08, 13:00	 Missed the tree burning? There is still time to keep it out of the landfill! The Eagle yard waste site will be open for tree collection January 7th - 14th.	Town of Eagle		5	54	5.08%	1,064	5	2	0
E Eagle Outside Jan 08, 13:00	 Missed the tree burning? There is still time to keep it out of the landfill! The Eagle yard waste site will be open for tree collection January 7th - 14th.	Town of Eagle		1	4	0.84%	474	1	0	0
T Town of Eagle, CO Jan 05, 13:01	 Twelfth Night Tree Burning Saturday, January 6 6 PM Bull Pasture Park Please drop your tree in the designated area. No through traffic on 7th Street after 5:45 PM.	Town of Eagle		0	12	2.41%	497	11	0	0
E Eagle Outside Jan 05, 13:00	 Twelfth Night Tree Burning Saturday, January 6 6 PM Bull Pasture Park Please drop your tree in the designated area. No through traffic on 7th Street after 5:45 PM.	Town of Eagle		1	13	2.87%	453	2	1	0
T Town of Eagle, CO Jan 04, 02:00	 Chasing the elk and deer stresses them, elevating their heart rates. Leaving wildlife alone ensures they have the peace and space they need to thrive.	Town of Eagle		9	174	5.76%	3,019	17	8	0
E Eagle Outside Jan 04, 02:00	 Chasing the elk and deer stresses them, elevating their heart rates. Leaving wildlife alone ensures they have the peace and space they need to thrive.	Town of Eagle		0	5	1.47%	341	4	0	0

Sales Tax – 2023 Sales Tax – 4th Quarter Report is included in the packet.

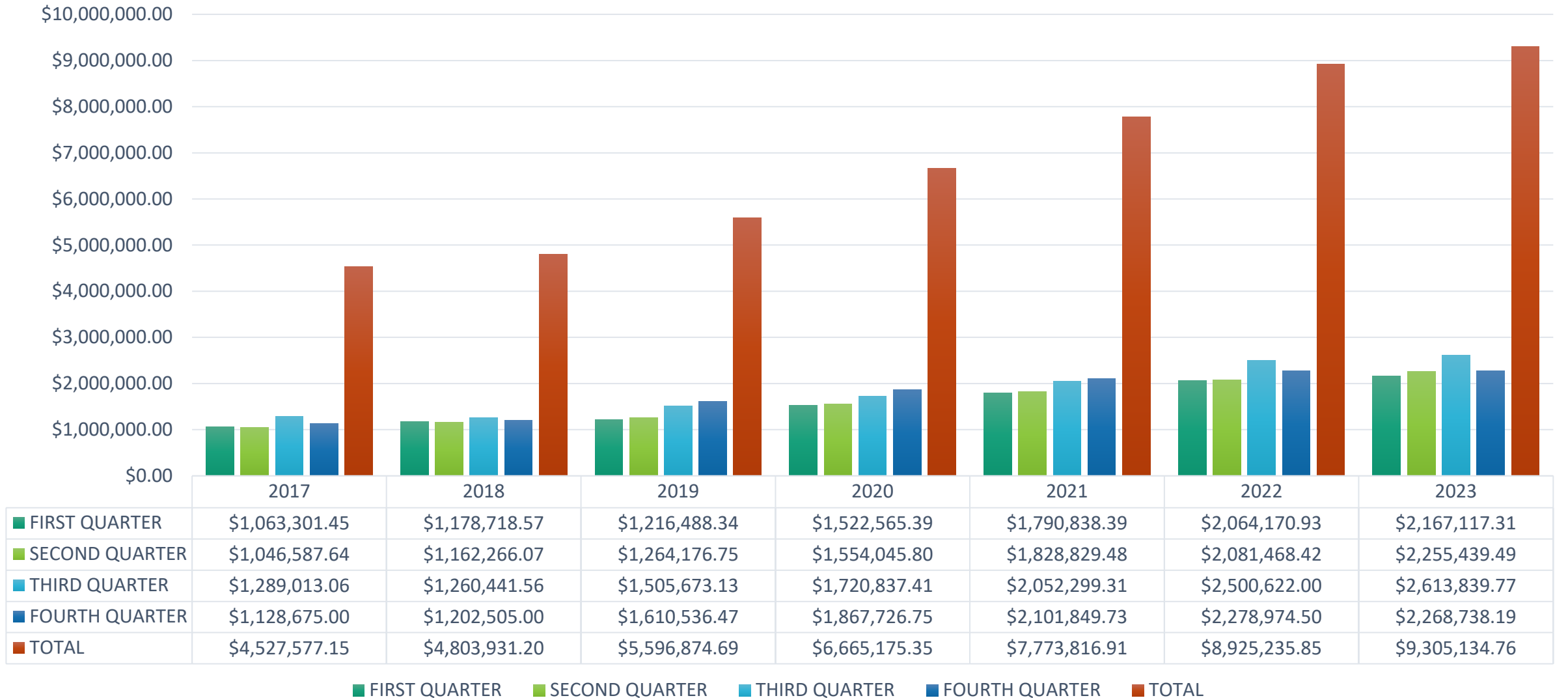
2023					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 724,417.43	\$ 793,838.43	5%	\$ 97,085.03	2016
Feb	\$ 683,763.06	\$ 675,138.60	5%	\$ 91,521.57	1792
Mar	\$ 749,754.06	\$ 698,140.28	5%	\$ 97,830.73	1892
1 Q	\$ 2,157,934.55	\$ 2,167,117.31	5%	\$ 286,437.33	
Apr	\$ 684,287.44	\$ 802,334.06	16%	\$ 125,304.23	1921
May	\$ 749,161.12	\$ 700,216.68	0%	\$ 98,906.78	1929
Jun	\$ 812,264.18	\$ 752,888.75	9%	\$ 102,648.68	2000
2 Q	\$ 2,245,712.74	\$ 2,255,439.49	8%	\$ 326,859.69	
Jul	\$ 824,324.67	\$ 813,185.50	7%	\$ 100,650.58	2063
Aug	\$ 823,414.81	\$ 839,114.42	3%	\$ 105,800.61	2047
Sep	\$ 767,068.16	\$ 961,539.85	4%	\$ 93,335.96	1920
3 Q	\$ 2,414,807.64	\$ 2,613,839.77	5%	\$ 299,787.15	
Oct	\$ 775,053.64	\$ 763,966.40	-1%	\$ 95,830.83	2046
Nov	\$ 751,699.70	\$ 739,205.13	-6%	\$ 88,291.66	2113
Dec	\$ 957,196.34	\$ 765,566.66	7%	\$ 114,381.91	2227
4 Q	\$ 2,483,949.68	\$ 2,268,738.19	0%	\$ 298,504.40	
Revenue	\$ 9,302,404.61	\$ 9,305,134.76	4%	\$ 1,211,588.57	
2022					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 663,690.88	\$ 756,522.10	10%	\$108,423.99	1700
Feb	\$ 653,066.42	\$ 645,546.63	12%	\$76,896.61	1570
Mar	\$ 738,698.17	\$ 662,102.20	26%	\$78,856.55	1508
1 Q	\$ 2,055,455.47	\$ 2,064,170.93	15%	\$264,177.15	
Apr	\$ 663,377.41	\$ 690,087.86	11%	\$96,780.33	1670
May	\$ 700,762.93	\$ 697,691.25	21%	\$80,285.44	1696
Jun	\$ 781,953.87	\$ 693,689.31	10%	\$89,006.46	1678
2 Q	\$ 2,146,094.21	\$ 2,081,468.42	14%	\$266,072.23	
Jul	\$ 775,784.36	\$ 762,434.69	11%	\$106,817.35	1707
Aug	\$ 762,900.39	\$ 811,313.66	15%	\$99,649.28	1796
Sep	\$ 783,317.78	\$ 926,873.65	40%	\$99,874.53	1827
3 Q	\$ 2,322,002.53	\$ 2,500,622.00	22%	\$306,341.16	
Oct	\$ 754,583.89	\$ 773,788.97	-3%	\$ 107,788.03	1728
Nov	\$ 704,062.41	\$ 786,384.35	22%	\$106,274.99	1743
Dec	\$ 950,554.19	\$ 718,801.18	10%	\$95,277.08	2023
4 Q	\$ 2,409,200.49	\$ 2,278,974.50	8%	\$309,340.10	
Revenue	\$ 8,932,752.70	\$ 8,925,235.85	15%	\$1,145,930.64	

ANNUAL TOTAL SALES TAX 2007-2023 REVENUE PERIOD TOTALS

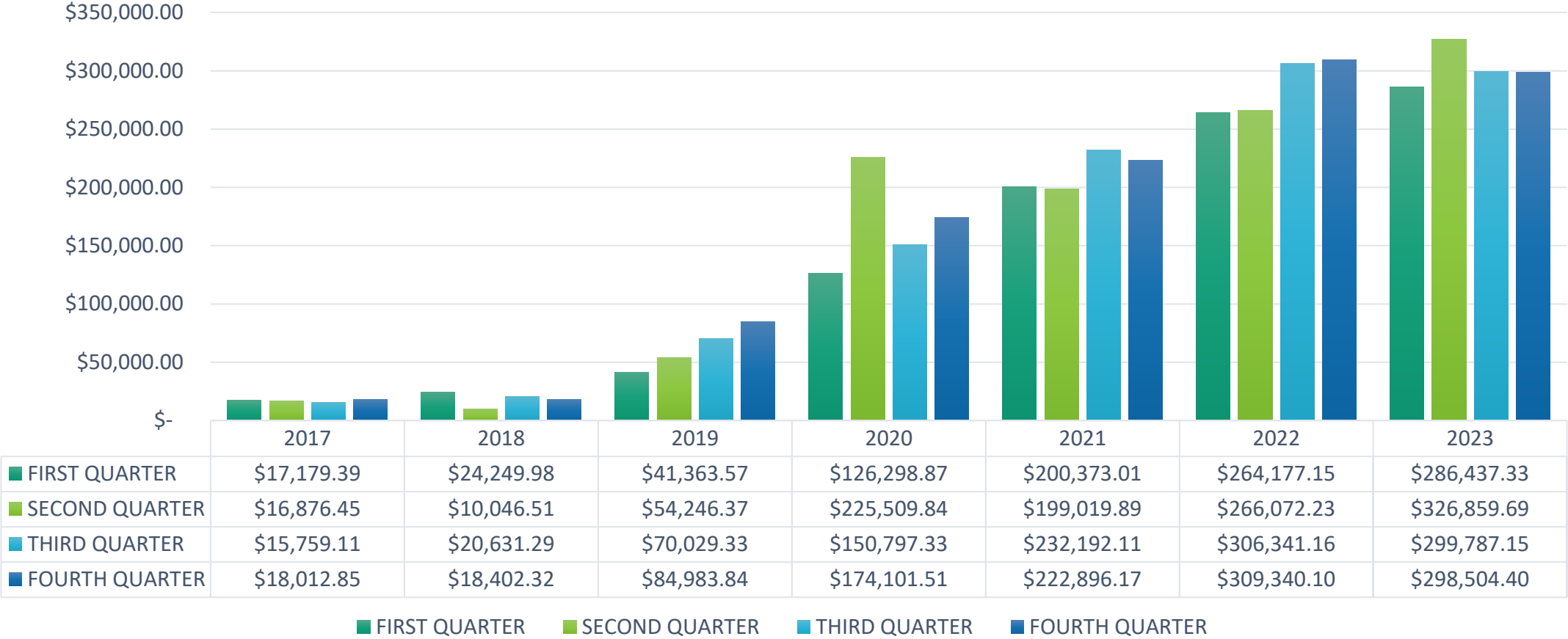
**2016 - PRESENT INCLUDE .5% SALES TAX INCREASE*



TOTAL SALES TAX BY QUARTER 2017-2023 REVENUE PERIOD TOTALS

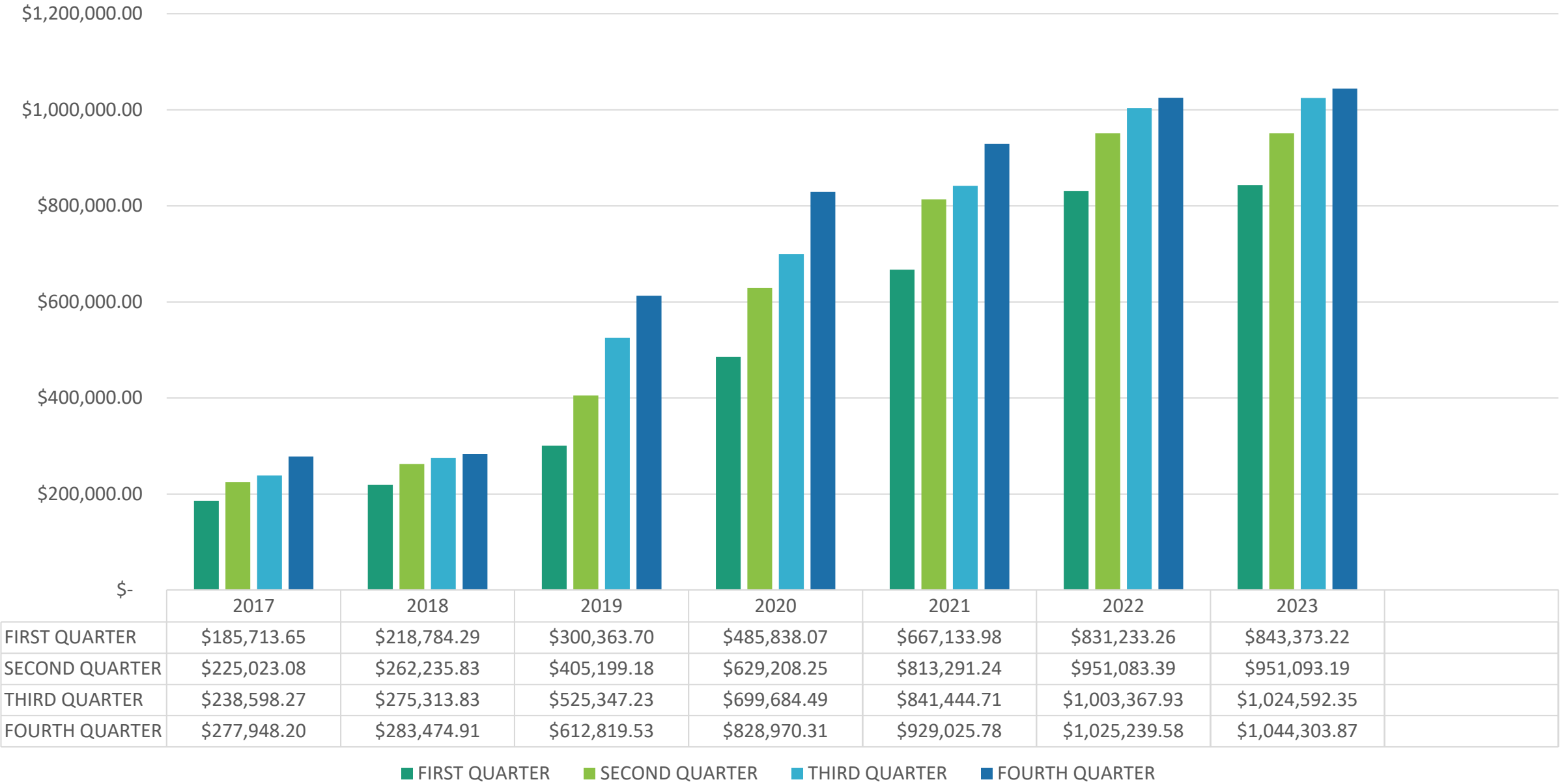


ONLINE SALES TAX BY QUARTER 2017-2023 REVENUE PERIOD TOTALS

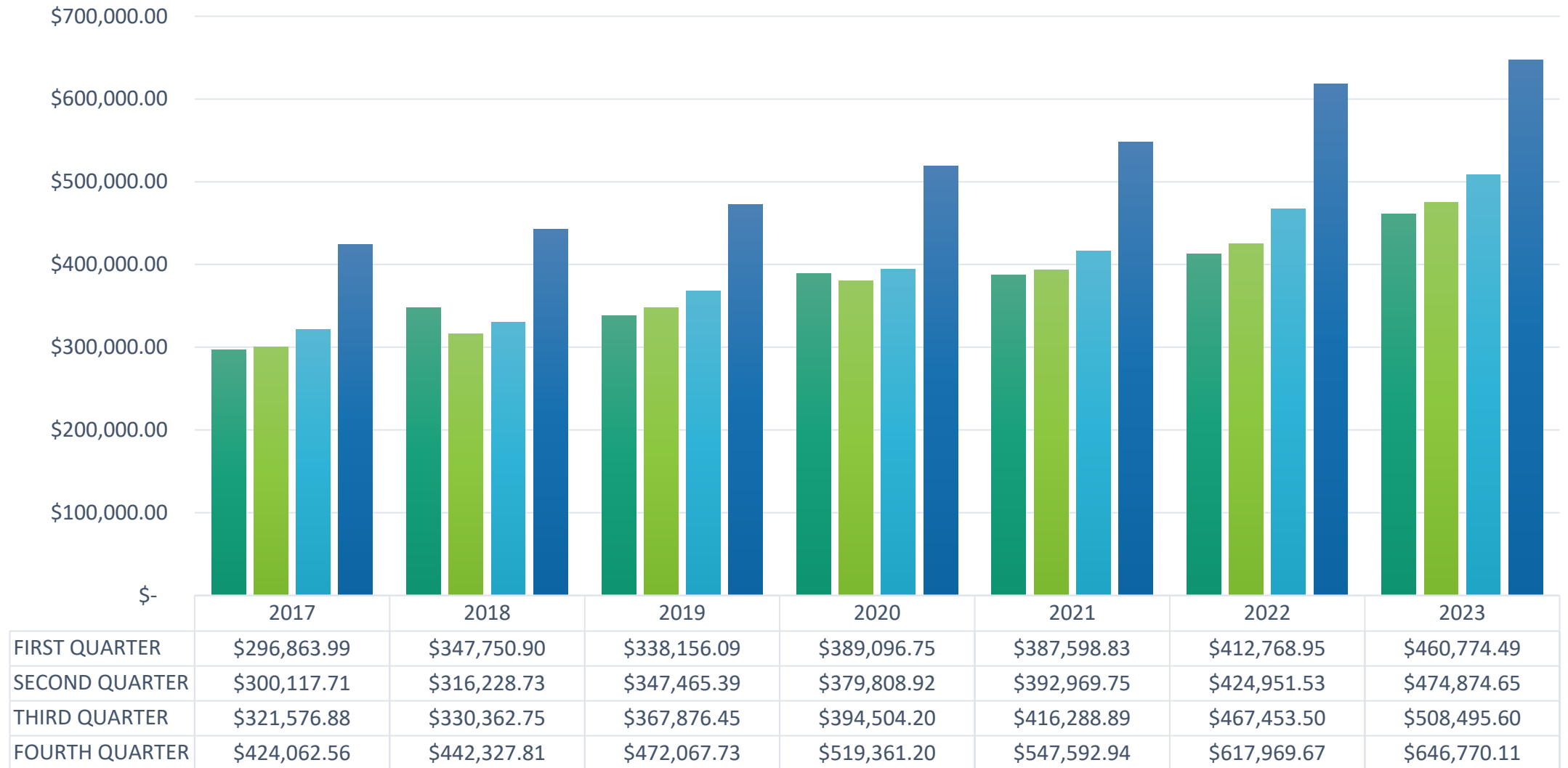


Online sales are included in the retail and out of area sectors.

RETAIL QUARTERLY COLLECTIONS
2017-2023

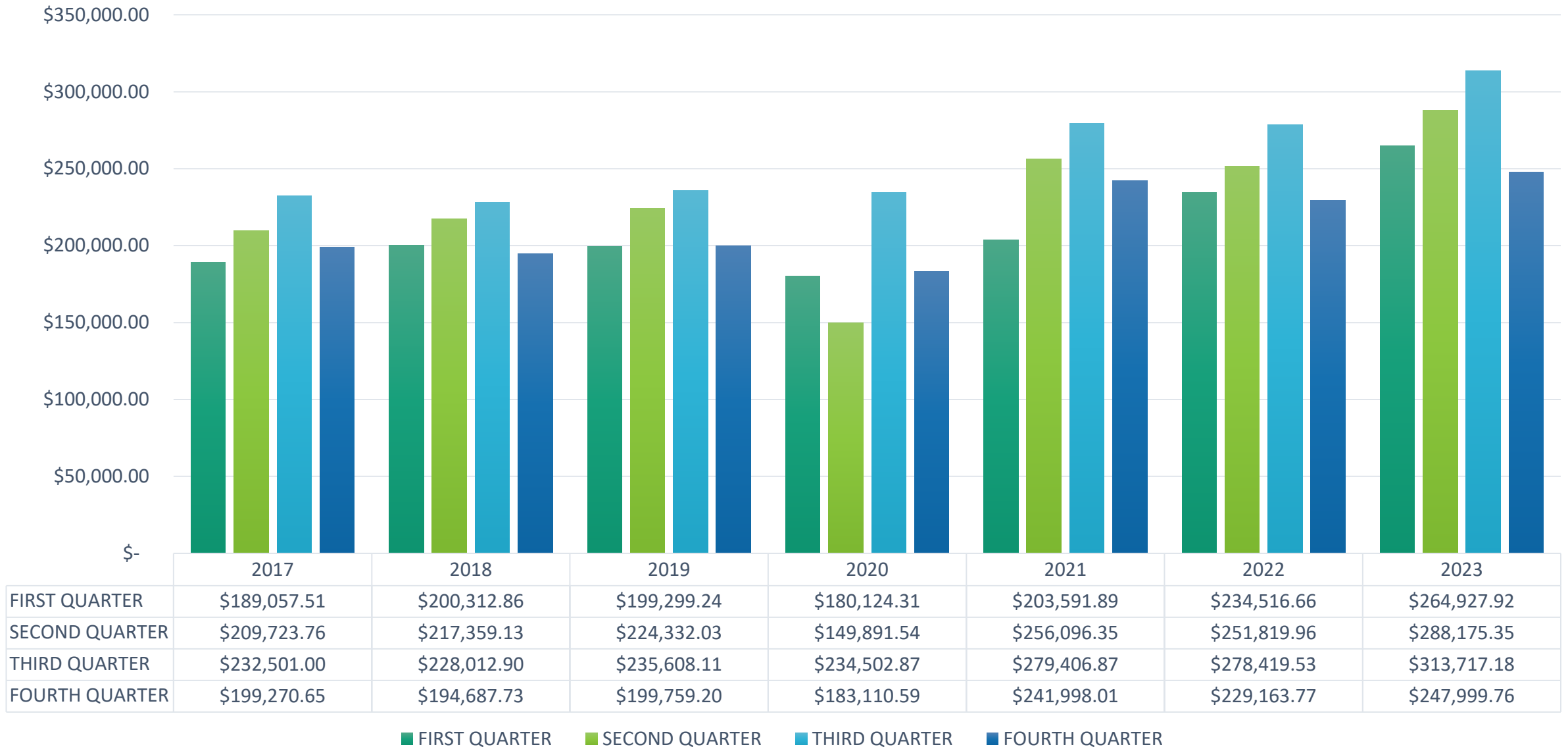


FOOD QUARTERLY COLLECTIONS 2017-2023

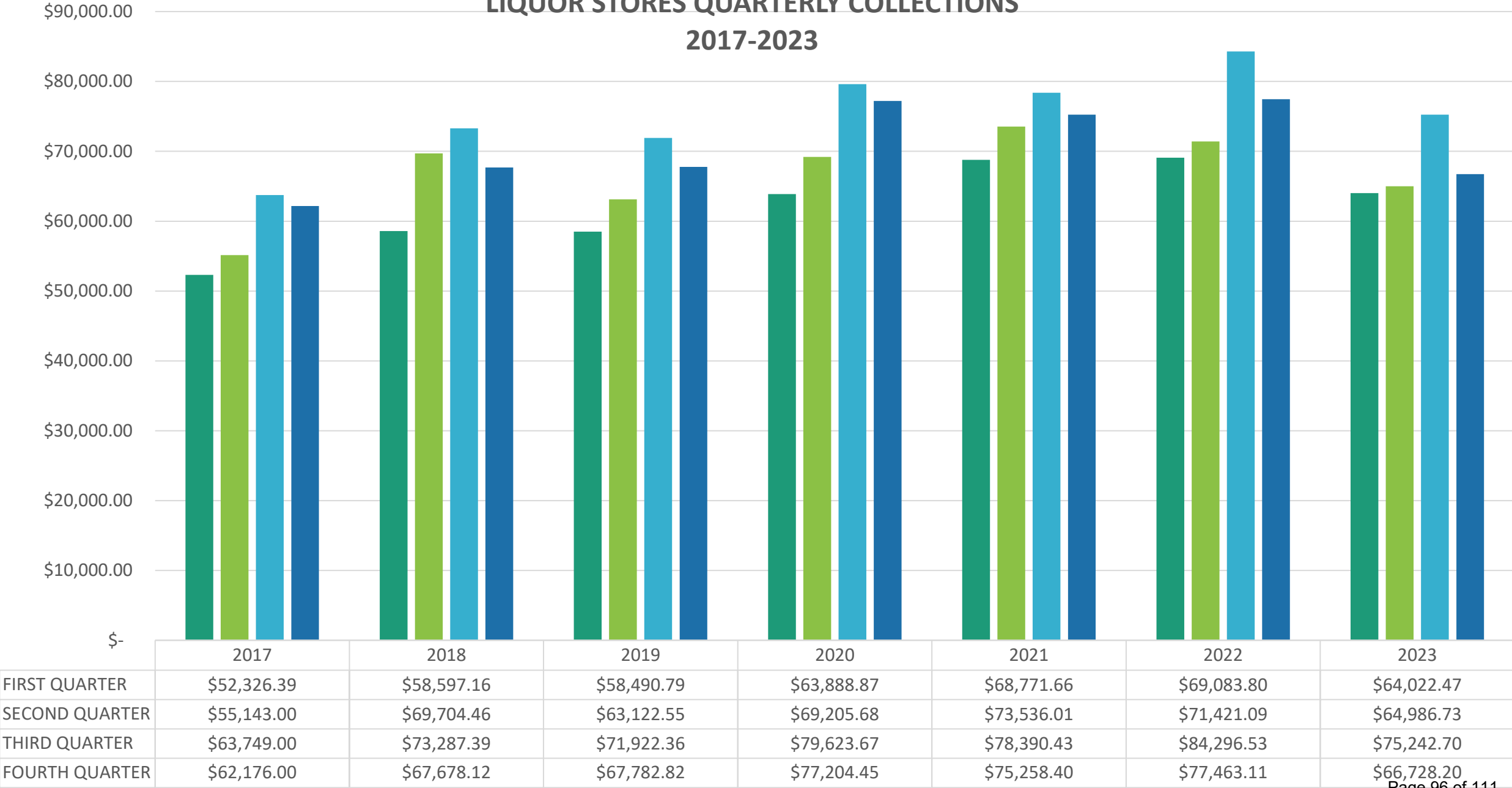


RESTAURANTS & BARS QUARTERLY COLLECTIONS

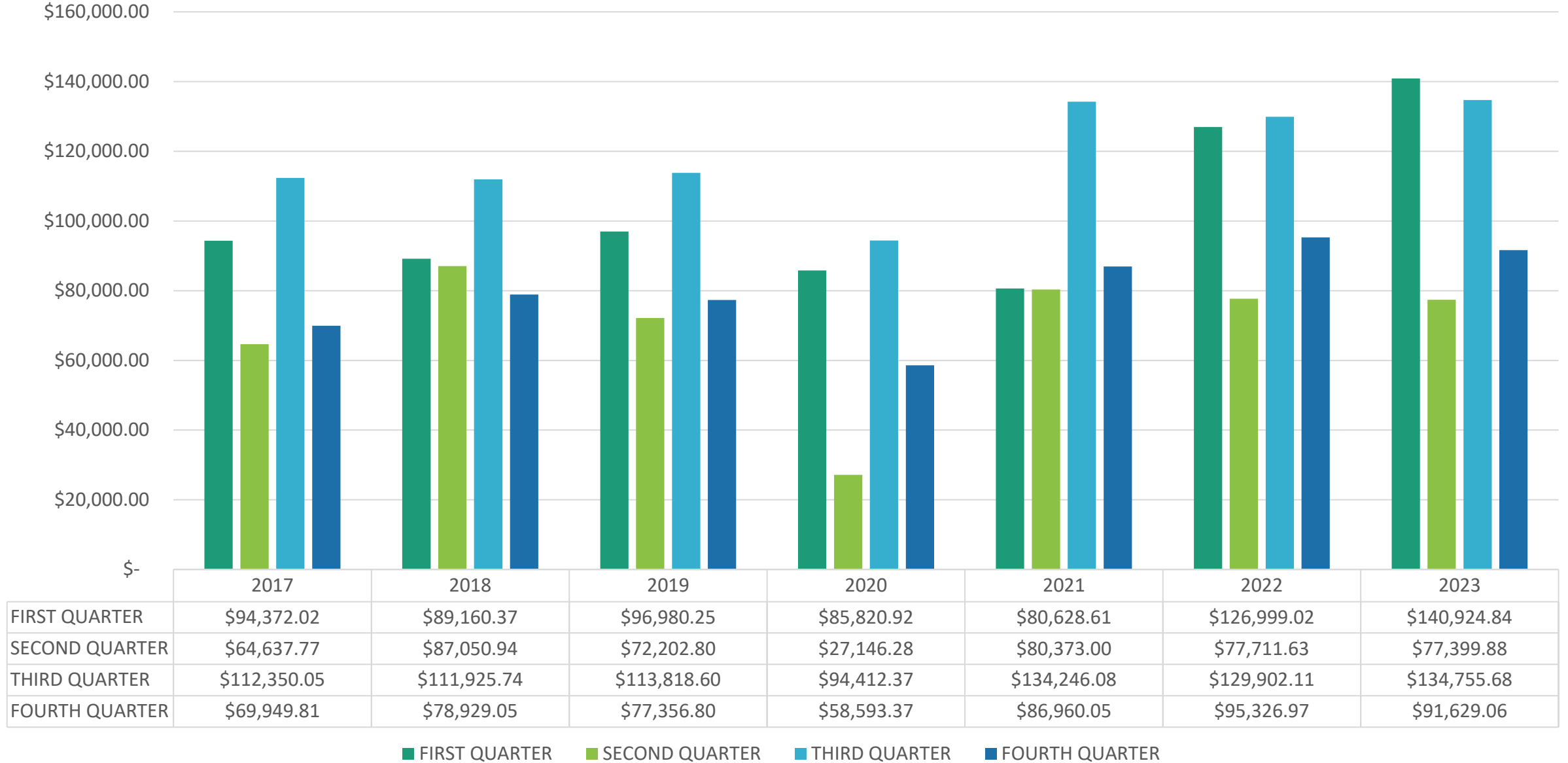
2017-2023



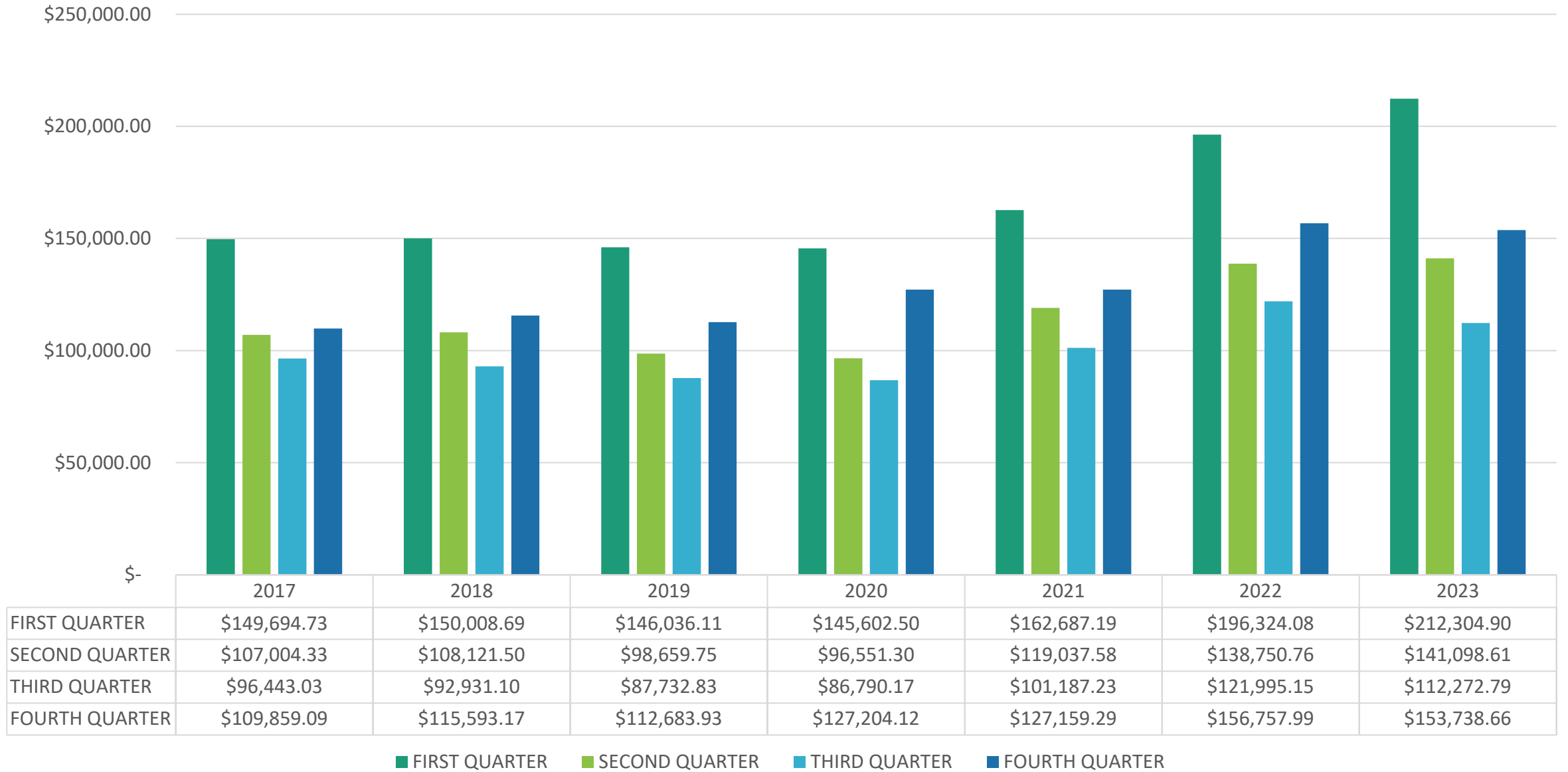
LIQUOR STORES QUARTERLY COLLECTIONS
2017-2023



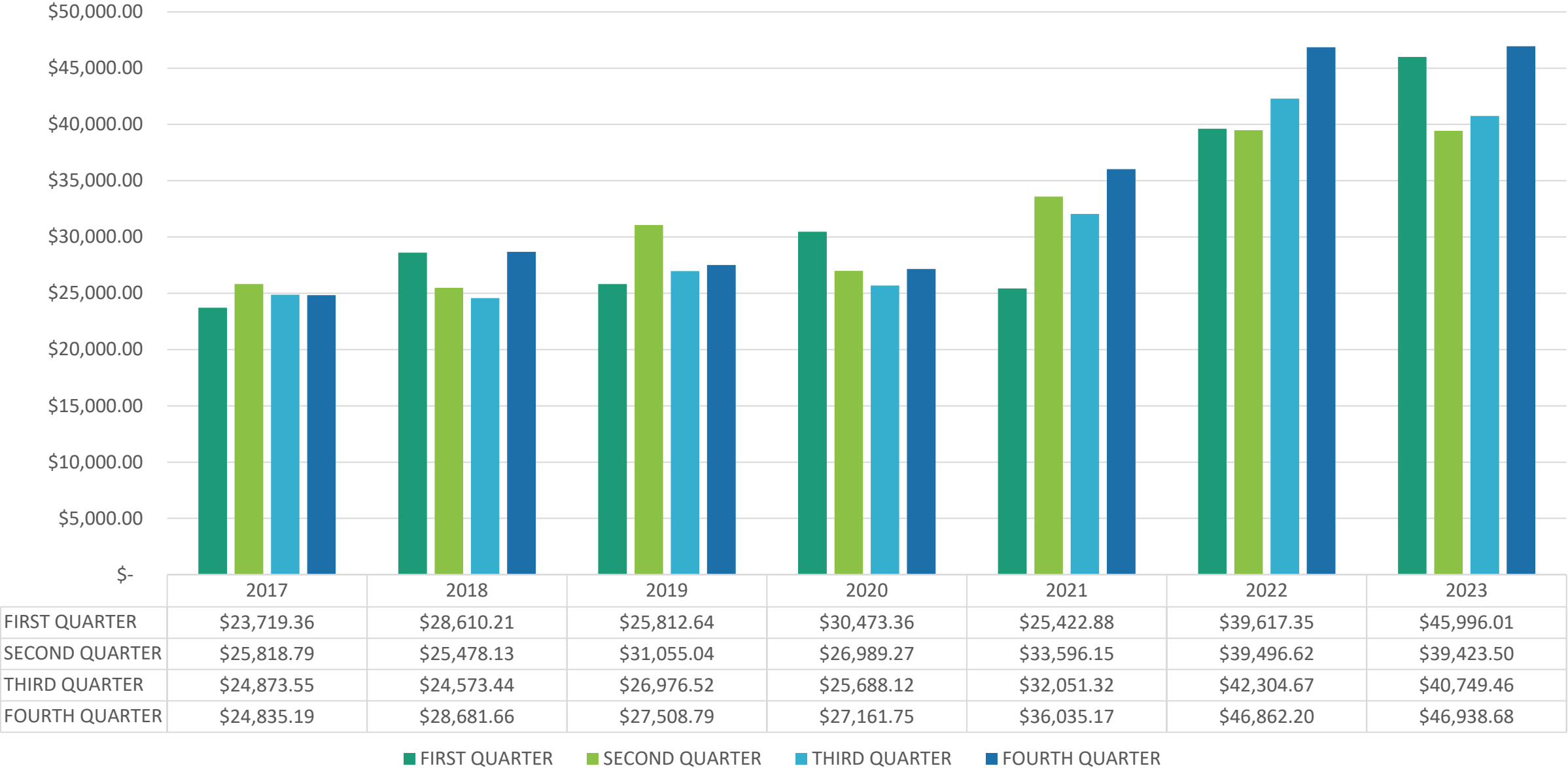
LODGING QUARTERLY COLLECTIONS 2017-2023



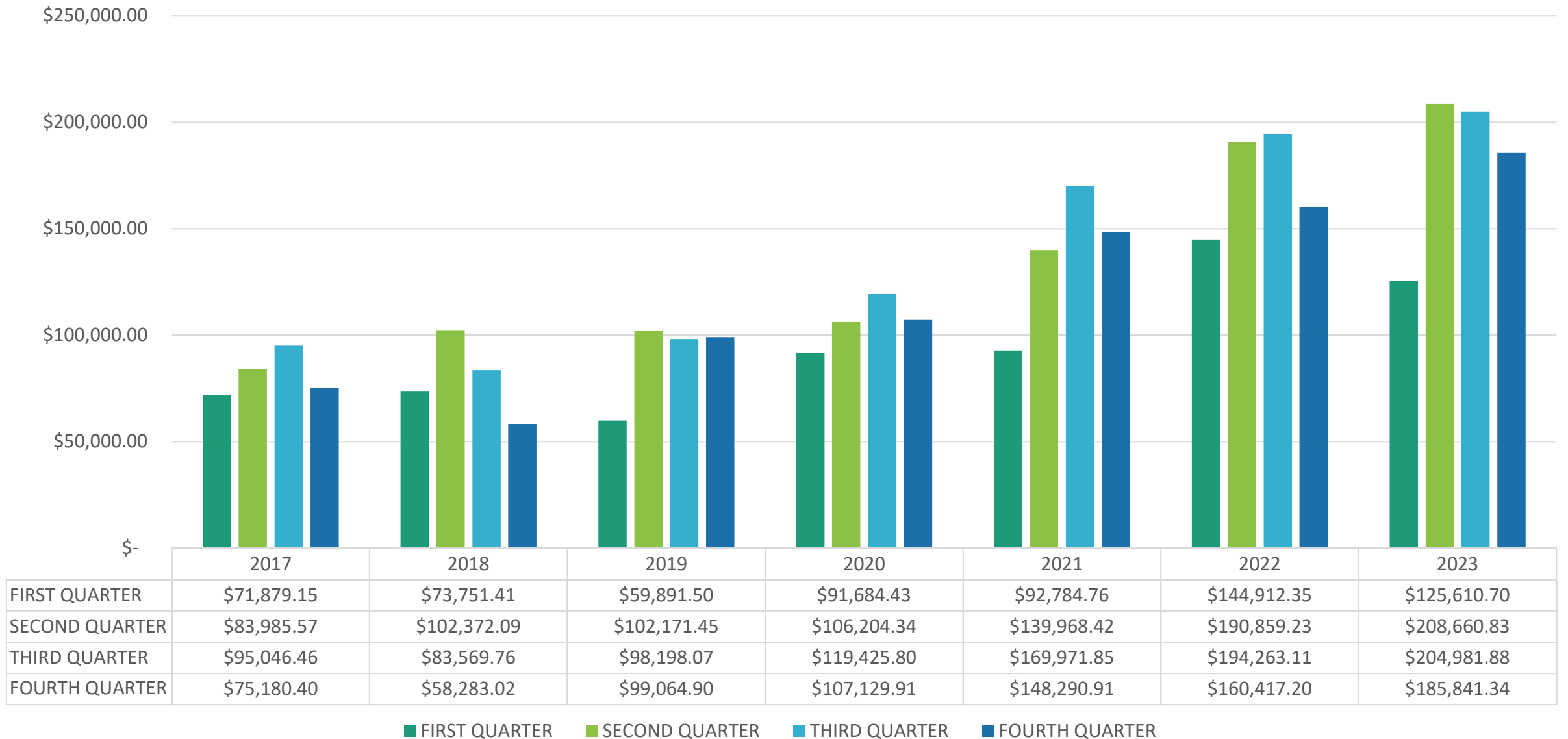
UTILITIES QUARTERLY COLLECTIONS 2017-2023



AUTOMOTIVE QUARTERLY COLLECTIONS
2017-2023

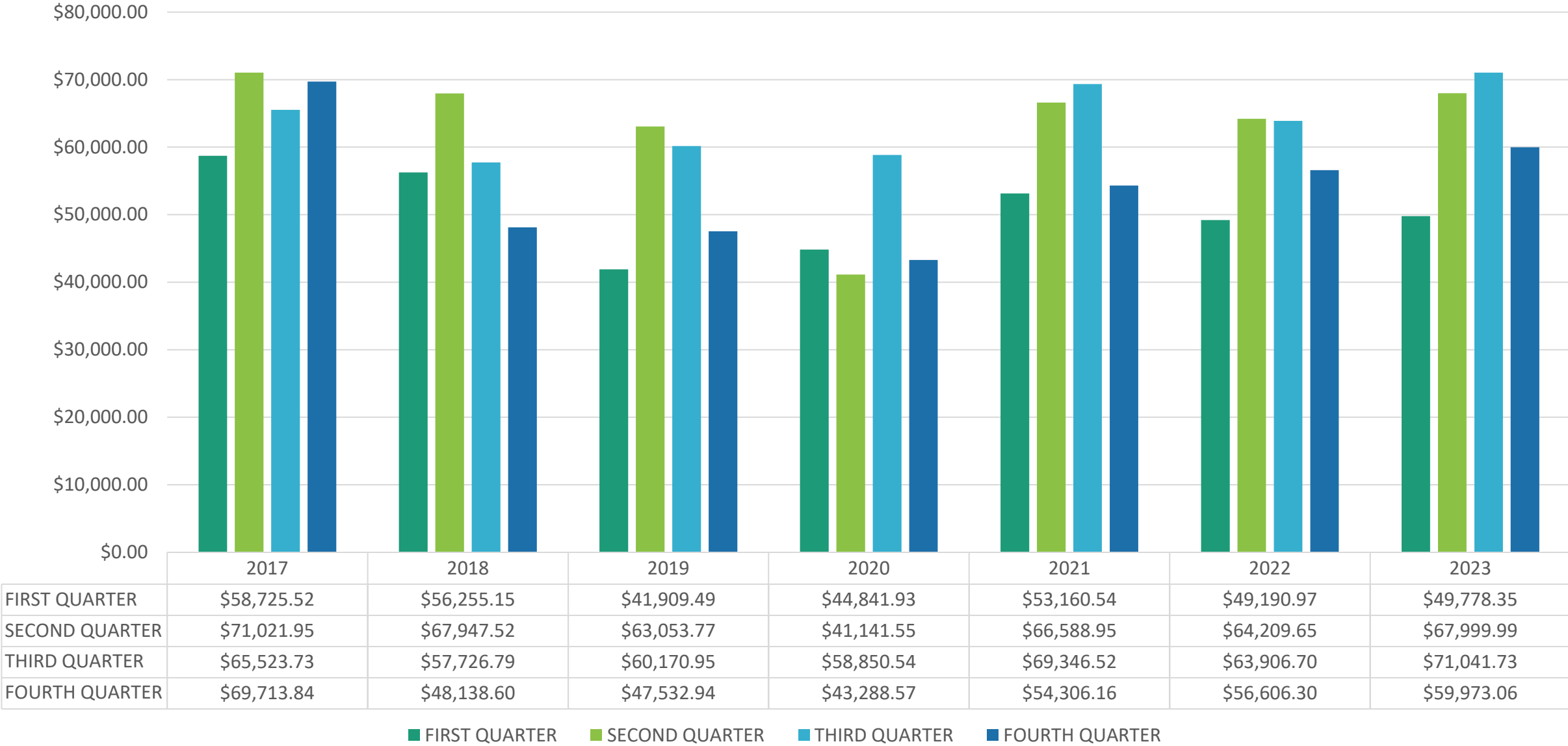


BUILDING/CONSTRUCTION QUARTERLY COLLECTIONS 2017-2023



DOWNTOWN DISTRICT QUARTERLY

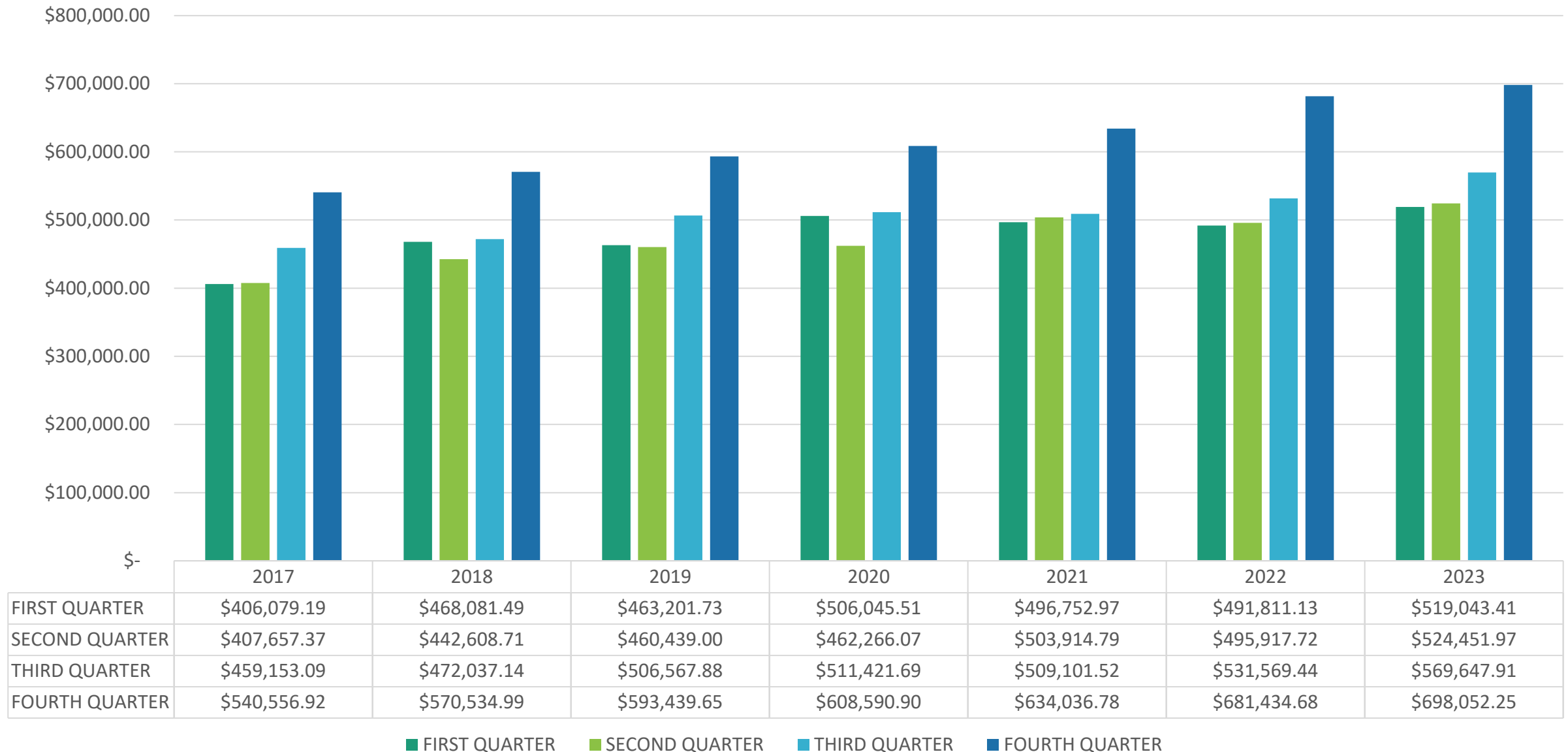
2017-2023



CHAMBERS AVENUE QUARTERLY 2017-2023

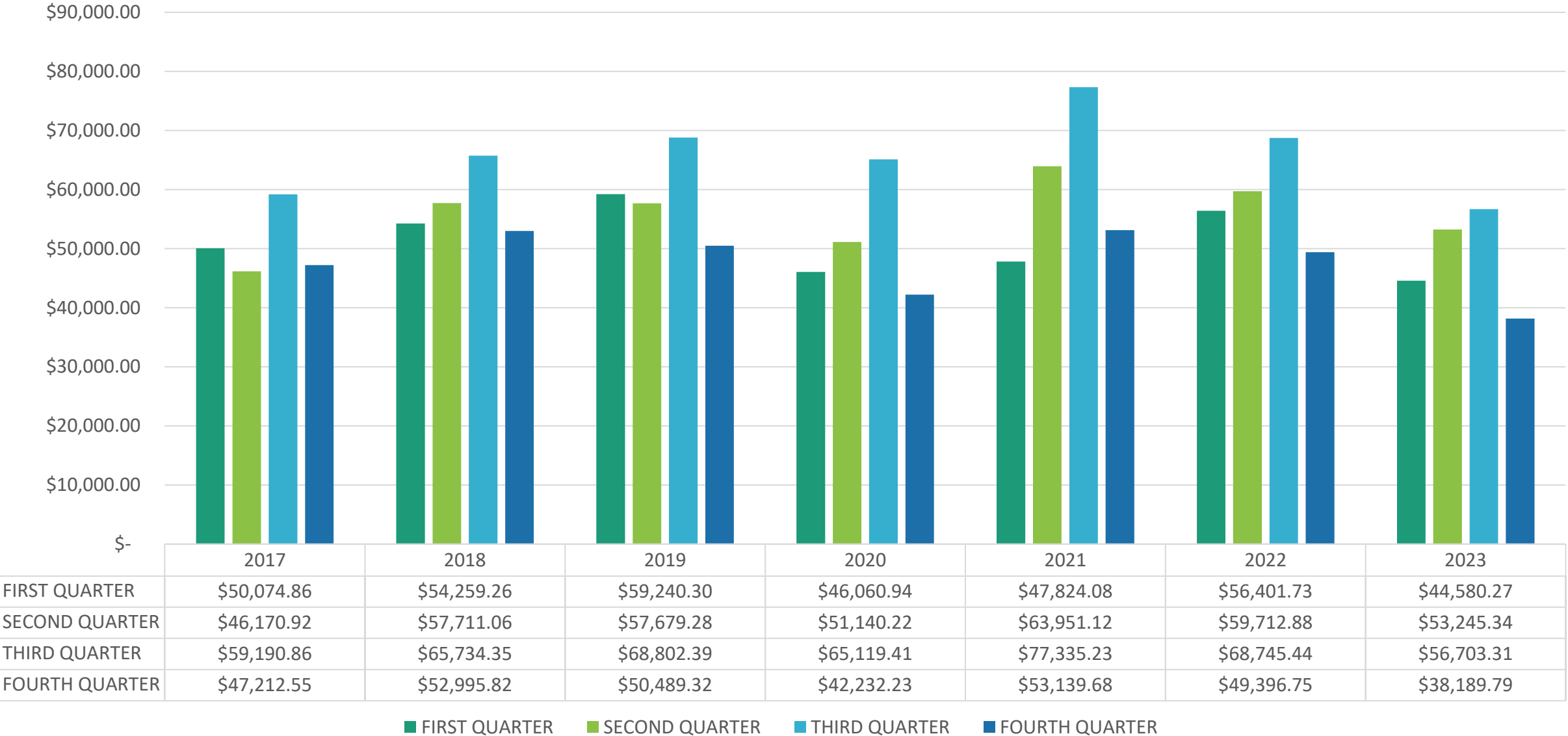


MARKET STREET QUARTERLY 2017-2023

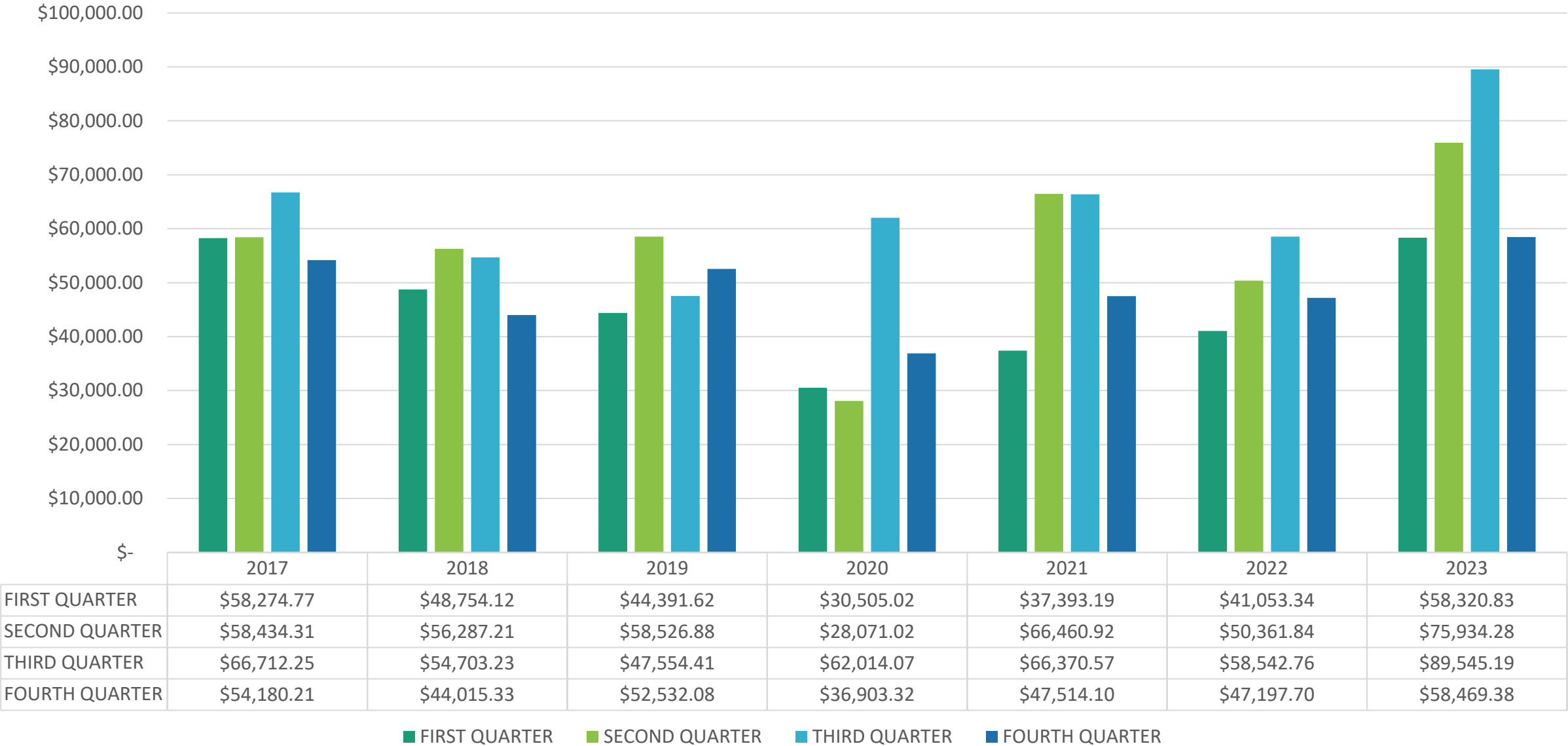


GRAND AVENUE QUARTERLY

2017-2023

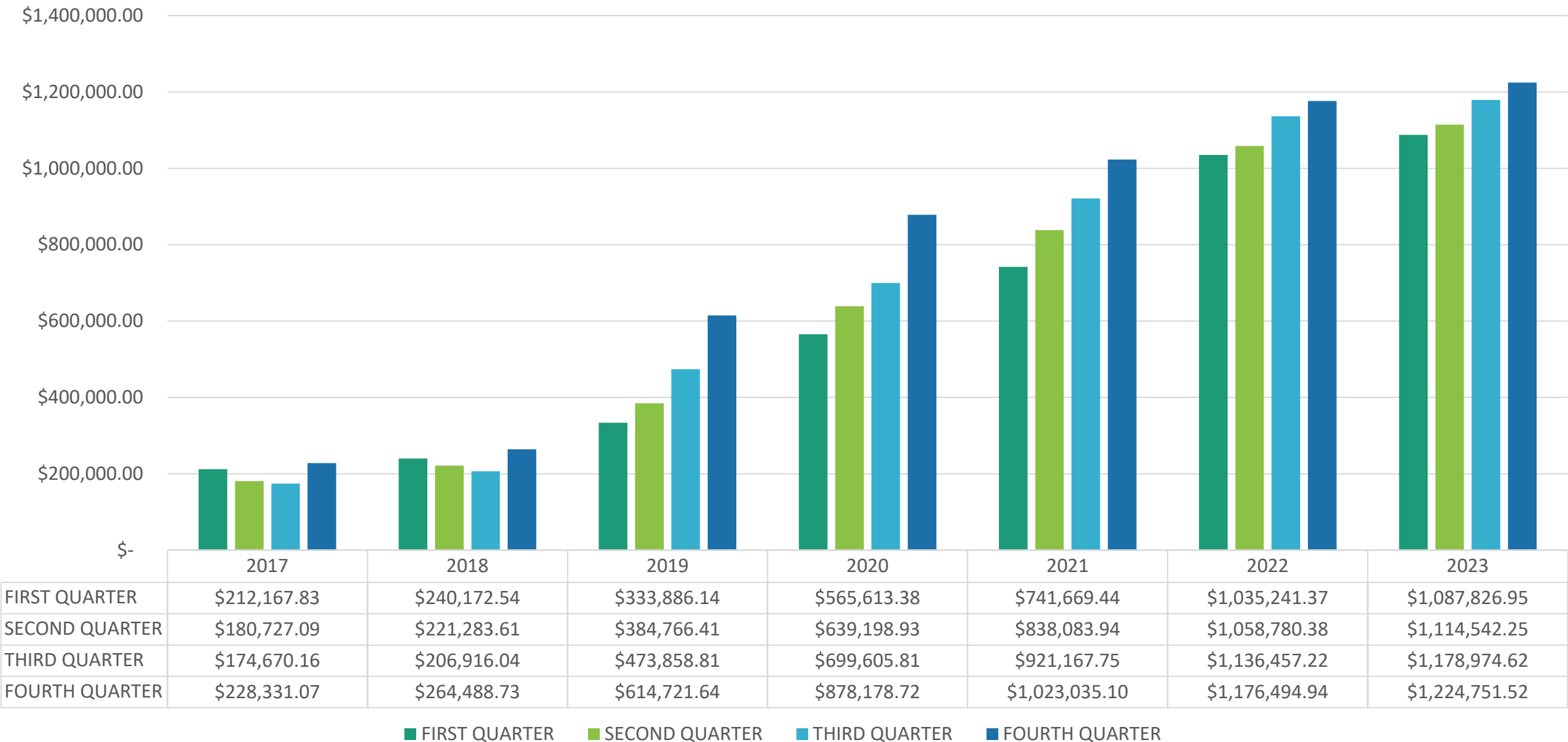


EAGLE RANCH QUARTERLY
2017-2023



OTHER AREAS QUARTERLY

2017-2023 *includes online sales





To: Mayor and Town Council

From: Carrie Buhlman, Acting Interim Chief

Date: February 13, 2024

Agenda Item: Ordinance 01-2024

REQUEST:

To have the Town Council review draft language and approve Ordinance 01-2024.

BACKGROUND:

This memo addresses recent confusion regarding two definitions in Section 8.12, "Animal Control" of our municipal code. It proposes an amendment to clarify dog regulations on the golf course.

Upon review of the current municipal code, it has become evident that there are ambiguities in the definitions of "Common Ground" and "Premises," which has led to confusion regarding enforcing leash laws on the golf course. The current code implies that while on the golf course, dogs must be on a leash while on "pathways" and only under "demonstrable control" in grassy areas. This has led to inconsistencies in enforcement and confusion among community members.

Furthermore, the definition of "Premises" is also confusing and conflicting. As the definition is currently written, it allows for an owner, lessee or a person with express permission, also known as a person with written authorization, to use the property with their dog to be exempt from the leash requirement.

ANALYSIS:

To address these issues and provide clarity, staff proposes the following revisions to the Section 8.12.020:

1. **Revision of the definition of "Common Ground":** Amend the definition to remove ambiguity and clearly state that the golf course is not common place and, therefore, is an enforceable area where dogs must always be under leash control.
2. **Revision of the definition of "Premises":** Amend the definition to remove the phrase "expressly permitted". This will refine and restrict the definition to allow only owners and lessees of property to have no control requirements on those properties. This means that even if permission is given to use the property for people's pets, it will not prevent the Town from enforcing the leash requirement on that property.

These amendments aim to provide clear guidelines for staff and the public regarding the control of dogs on the golf course and other areas covered by our municipal code.

COMMUNITY INPUT:

Due to the short notice to address this issue, we could not gather specific community feedback. However, the staff wanted to assure you that the proposed amendments were formulated in the best interests of our community, wildlife,

and organization.

BUDGET / STAFF IMPACT:

None

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

This aligns with our Mission Statement and our guiding principle in the strategic plan to "Protect Public Health, Safety and the Environment."

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to approve Ordinance 01-2024

ATTACHMENTS:

Ordinance 01-2024

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 01
(Series of 2024)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
AMENDING SECTION 8.12.020 OF THE EAGLE MUNICIPAL CODE, FOR PURPOSES
OF ANIMAL CONTROL ON GOLF COURSES

WHEREAS, to promote the public health, safety, and welfare, the Town seeks to clarify the definitions of "common ground" and "premises" in the Eagle Municipal Code, as related to animal control on golf courses in the Town.

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

Section 1. The definitions of "Common ground" and "Premises" in Section 8.12.020 of the Eagle Municipal Code are hereby repealed in their entirety and reenacted as follows:

8.12.020. – Definitions.

* * *

Common ground means the yard of any multiple occupancy building; a common area of a mobile home park, apartment or condominium development; an open space area of a subdivision not owned by the Town; and an area that constitutes an access to public right-of-way; but excludes the following: golf courses; sidewalks; and public recreation trails.

* * *

Premises means property owned or leased by an owner or lessee, including without limitation any confined area or locality such as a residence, business, room, shop, building, or motor vehicle, including the open space bed of a truck.

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

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

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON FEBRUARY 13, 2024.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Jenny Rakow

From: James Harrison <jharrismed@gmail.com>
Sent: Friday, February 9, 2024 7:52 PM
To: ALL COUNCIL
Cc: Nick Richards
Subject: Proposed Ordinance 01 (Series of 2024)

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

Please consider the following comment as you consider this proposed ordinance on Tuesday.

The revised definition of "Common Ground" accomplishes a major objective for those of us who are concerned about off-leash dogs. It clarifies that dogs must be on-leash while on the golf course.

However, the new definition does not accomplish another important objective — to allow enforcement of the Town's leash law at the pocket parks in Eagle Ranch (and any open space within other subdivisions in the Town). The revised definition still says that "Common Ground" includes "an open space of a subdivision not owned by the Town." There are several such parcels within Eagle Ranch that are owned by the Eagle Ranch Association. (For example, 2559 E. Haystacker.) Because these pocket parks appear to fall within the new definition of "Common Ground," under Section 8.12.060 A.1, dogs are not required to be on leash in these parks under the proposed ordinance.

The founding documents of Eagle Ranch could not be clearer about the obligations of dog owners within the Ranch. "No person shall allow any dog owned or controlled by such person to roam within Eagle Ranch unattended. Dogs shall either be contained indoors or confined within the boundary of a Unit At all other times, dogs shall be on a leash and under the direct control and supervision of their owners." Eagle Ranch Declaration Section 8.9. Although violations of the leash law in the pocket parks is not nearly the problem it is on the golf course, there is no reason not to correct this deficiency as well.

Please note that the ability of the Eagle Ranch Association to enforce the Declaration is very limited. Since the Association does not have police powers, it must follow a cumbersome process to address violations of the Declaration, and this process has been significantly limited by the Colorado Legislature. This process is not adequate to the task of enforcement.

If you choose to adopt Proposed Ordinance 01 on Tuesday, in order to allow immediate enforcement of the leash laws on the golf course, I strongly encourage you to ask staff to come back at a later date with another proposed revision to the definition of "Common Ground" to address the problem I've outlined.

Thank you for considering my comment, and thank you all for your service to the Town

Jamie Harrison
797 Fourth of July Rd.