



Town Council
Tuesday, May 14, 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 *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 - 6:05 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. Introduction of New Police Department Staff
2. TreeTop Child Advocacy Center, Dave Byrd
3. Vail Valley Mountain Trails Alliance Update on the Bike Park Construction
4. Eagle County Airport Update, David Reid Director of Aviation
5. Merv Lapin, East Eagle Hockey Sheet

CONSENT AGENDA - 7:05 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, April 23, 2024
2. Bill Pay April 2024
3. Resolution 29, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Members to the Grand Avenue Stakeholder Committee"
4. Resolution 31, Series 2024, "A Resolution by the Town Council of the Town of Eagle, Colorado Approving the Amended and Restated Intergovernmental Agreement Between the Town of Eagle and the Mountain Recreation Metropolitan District Concerning Construction, Ownership and Operation of Recreation Facilities Within the Brush Creek Meadows Subdivision."
5. Resolution 33, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Mayor to execute the Construction Contract with GM Asphalt Repair LLC for the 2024 Street Resurfacing Project"

STAFF REPORTS - 7:10 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Department Update
 - a. 1st Quarter 2024 Sales Tax
2. 1st Quarter 2024 - Budget to Actual Report and Revenue Analysis
3. 1st Quarter 2024 - Capital Projects Budget to Actual Report

BUSINESS ITEMS - 7:15 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Resolution 30, Series 2024 "A Resolution by the Town Council of the Town of Eagle, Colorado, appointing _____ to fulfill an existing term through 2024 as the alternate Committee member on the Open Space and Recreation Advisory Committee."
2. PUBLIC HEARING: Resolution 32, Series 2024, "A Resolution of the Town Council of the Town of Eagle, Colorado, Providing for a Supplemental Appropriation of Funds to the Various Funds and Spending Agencies, in the Amounts and For the Purposes as Set Forth Below for the 2024 Budget Year"
3. PUBLIC HEARING: File LUDC24-01: Text Amendment to the Land Use and Development Code (*Request for continuance to June 11, 2024*)

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:30 PM *Council will use this time to propose future agenda items, provide updates on Council Committees, and address general discussion items.*

ADJOURN - 7:35 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

TREETOP CHILD ADVOCACY CENTER

Child Advocacy Center of the 5th Judicial District



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OUR MISSION + VISION

Supporting Child, Community + T-R-E-E Values

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Impacted Counties, Types of Abuse, Age, Gender + Race

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Issues + Federal and State Proposed Solutions

05

OPERATIONAL FUNDING REQUEST

Description of Services Funded by Town of Eagle



**We serve children of Clear Creek,
Eagle, Lake and Summit Counties.**

OUR VISION

A community where all children and families feel supported,
safe and empowered to pursue justice after experiencing
abuse.

OUR MISSION

Our mission is to support child victims of abuse and their
families through intervention, advocacy and support services.

VALUES: Trust, Respect, Equity, + Education



OUR HISTORY



1985

District Attorney Bud Kramer heard of a child victim who had to tell their story six to different agencies.

To create a system that better serves abused children, he created the first Child Advocacy Center in Huntsville, AL.

2018

TreeTop Child Advocacy Center (CAC) was established in 2018 as the only non-profit organization that forensically interviews child victims of violence in the 5th Judicial District in Colorado.

2024

Child Advocacy Centers operate in the US and in more than 34 countries around the world.

TreeTop coordinates the response of agencies like law enforcement, child protective services, prosecutors' offices, advocates, mental health and medical professionals to ensure that when a child discloses abuse, they are not re-victimized by the very systems designed to protect them.

By combining these three tools into one system, CAC's are able to increase the quality of the investigation and work to ensure the rights of the victim are prioritized.

MULTI DISCIPLINARY TEAM



**Law
Enforcement**



DHS



SANE



Advocates



**District
Attorney**



**Mental
Health**

THE CHILD ADVOCACY CENTER MODEL

The Child Advocacy Center Model is a research-supported approach that draws on the following three components:

1. **Forensic Interviews:** Recorded conversations between a trained interviewer and the child that are child-centered.
2. **Multidisciplinary Teams:** Collaboration of professionals who combine their efforts to benefit the investigation and the families.
3. **Victim Advocacy:** Providing assistance to families through trauma-informed support and resources.

2023 IMPACTED COUNTIES



44%

SUMMIT



29%

LAKE



18%

EAGLE



9%

OTHER

76 CHILDREN VICTIMS AND 141 SECONDARY VICTIMS WERE HELPED. 217 VICTIMS TOTAL.



TYPES OF ABUSE

217 VICTIMS WERE HELPED in 2023.

○ 21%
WITNESS OF
VIOLENCE

● 10%
NEGLECT

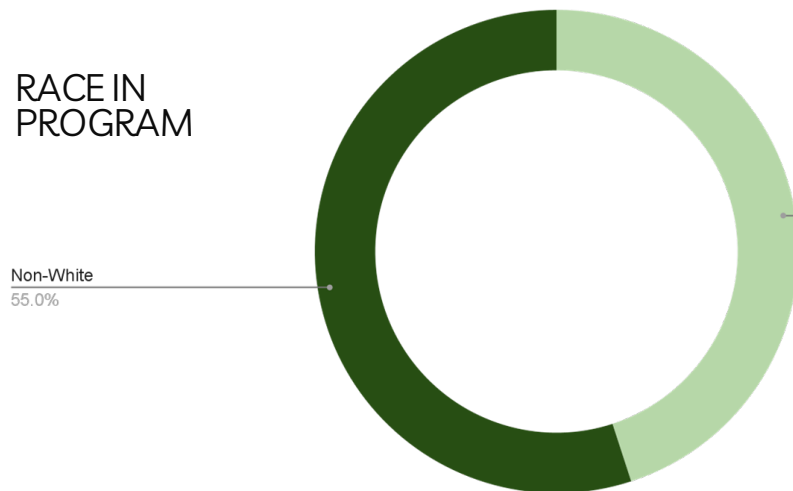


13% ●
PHYSICAL
ABUSE + OTHER

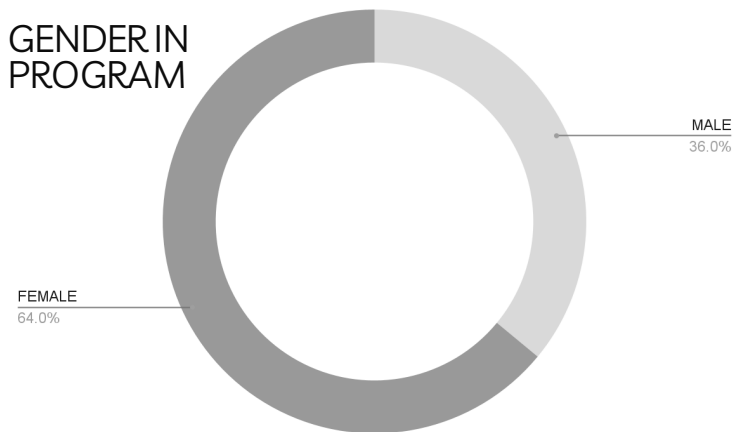
56% ●
SEXUAL ASSAULT

AGE, RACE, + GENDER STATISTICS

RACE IN
PROGRAM



GENDER IN
PROGRAM

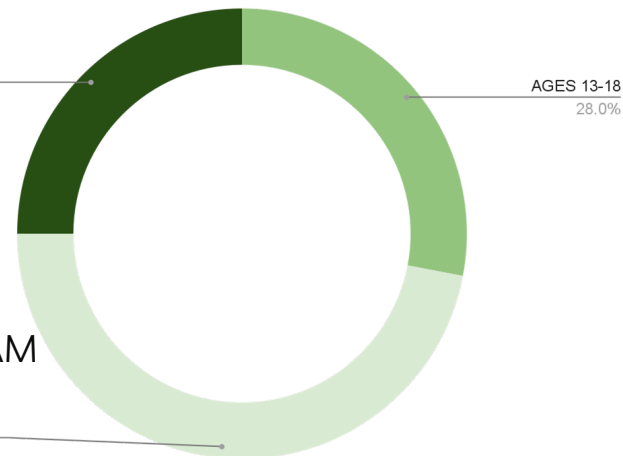


White
45.0%

AGES 0-6
25.0%

AGE IN
PROGRAM

AGES 7-12
47.0%



**Enhance Community
Awareness**

**Achieve Operational
Excellence**

**Sustain Financial
Stability**

**Expand Business
Partnerships**

**Improve Board
Governance**

**STRATEGIC
GOALS**



CRIME VICTIMS FUND AND THE VOCA REDUCTION



Issue:

The Crime Victims Fund (CVF), established through the Victims of Crime Act of 1984 (VOCA), is the primary funding source for victim services throughout the nation. The CVF is funded by monetary penalties associated with federal convictions, which fluctuate annually based on the cases that the Department of Justice successfully prosecutes. Deposits have been low for several years, culminating in our current funding crisis. The VOCA funding stream has steadily decreased from an award to Colorado of \$56.7 million in 2018 to a low of \$18.2 million in 2021. The latest cut to VOCA means Colorado will face a decrease of 40-50% this funding cycle.

Inconsistent and fluctuating funding hurts survivors and victim service providers alike. Many agencies are already working beyond their means to provide housing assistance, legal advocacy, case management, on-site crisis response, emergency financial assistance, and more to Colorado victims and survivors. Over the last few years, agencies have faced the difficult decision to downsize due to lack of funding while at the same time managing an increase in survivors seeking services. This devastating reduction in Colorado's VOCA award could force hundreds of victim service providers to layoff staff, cut programs, or shut their doors, leaving thousands of victims and survivors of domestic violence, sexual violence, stalking, child abuse, and human trafficking without access to support.

Impact to Treetop:

\$250,000 over the next 2 years.

Ask of Town of Eagle: \$10,000 annually, initiating in 2025.

CRIME VICTIMS FUND AND THE VOCA REDUCTION



State of Colorado Proposed Solution for 2025 and 2026:

1. Asking the Joint Budget Committee, Senate President, Speaker of the House, and Governor Polis to invest \$30-million in one funds to backfill the VOCA shortfall and maintain critical services for Coloradans.
1. HB24- 1349 FireArm & Ammunition Excise-Tax is \$45 Million
 - a. 11% Excise Tax of Gross Taxable Retail Sales of firearm dealers, manufacturers, ammunition dealers, firearm pre parts, + Ammunition Sold in the State that would go directly to fund victim support services and crime prevention.

Federal Proposed Solution:

Crime Victims Fund Stabilization Act of 2024 (CVFSA) introduced in the House alongside Reps. Nathaniel Moran (D-MO), Debbie Dingell (D-MI), Stephanie Bice (R-K), and Jim Costa (D-CA). The CVFSA will redirect leftover funds derived from the False Claims Act (FCA) CVF and avert a catastrophic reduction in support to child crime victims.

Due to the nature of the Victims of Crime Act (VOCA), the CVF is a pool of monies primarily collected from federal, criminal prosecutions, fines and forfeited bonds. The fickle nature of this financial source leaves the CVF and child victim funds and violent crimes open to vulnerabilities. The CVFSA seeks to help address the recent shortfall, tiding over the CVF until appropriations are enacted.

For more details about the CVFSA and CACs, including how the Act protects and ensures the interests of whistleblowers and agencies, [see the fact sheet.](#)

OPERATIONAL SUPPORT

What will the \$10,000 a year support?

- Infrastructure - rent, IT/telecom
- Personnel - ED, advocacy, and forensic interviewers
- CAC continuing education
- CAC membership (associations/ national certification)
- Accounting - bookkeeping, annual audit, 990
- Marketing and development

What additional funding would support?

- Bilingual family advocate
- Dedicated mental health provider
- Dedicated SANE (sex assault nurse exam) room
- More productive work space
- Training for victim advocacy
- In-house marketing/development/grant professional
- In-house court appointed interpreter
- Financial sustainability

Eagle County Focus:

- County/Town Governments
- Businesses (Chamber of Commerce)
- Grants
- Donors and Fundraising

Thanks!

Amy Oliveira - Executive Director

M: 970-409-2111

D: 970-389-1119

amy@treetopcenter.org

Child Advocacy Center - 5th Judicial District
103 S Harris St. Breckenridge, CO 80424



Please feel free to reach out to us with any questions or assistance in these areas or would like to request additional training.





To: Mayor Turnipseed and Town Council

From: Brian Lieberman, Open Space and Trails Manager

Date: May 14, 2024

Agenda Item: Vail Valley Mountain Trails Alliance Update on the Bike Park Construction

REQUEST: None, presentation.

BACKGROUND: Ernest Seager, Executive Director of the Vail Valley Mountain Trails Alliance (VVMTA), will provide an update on the bike park's construction and anticipated opening date.

ANALYSIS /BUDGET IMPACT: Ernest has informed staff that VVMTA is seeking funding assistance for the annual maintenance of the bike park. The Town entered into an agreement with VVMTA for annual bike park maintenance. However, it did not specify that the Town would provide any funding. The Town contributed \$200,000 for the construction of the bike park. Staff have suggested that VVMTA request the needed funding for maintenance of the park as a Community Grant Request during the fall.

Ernest has told staff that the anticipated maintenance cost will be about \$7,000- \$10,000 annually.

RECOMMEND ACTION OR PROPOSED MOTION: None.

ATTACHMENTS: Slides from Ernest are included in the packet.



LOVE YOUR TRAILS



Eagle Bike Park Update

May 14, 2024



Thank You Partners!

\$500,000+ in support

Platinum Level - \$5,000+



Gold Level - \$2,500+



Bronze Level - \$500+ and In-Kind



Individual Donations:

\$5,000 +

Anonymous Donor
James and Laura Mills Family Foundation
Anonymous Donor

\$2,500 +

Anonymous Donor

\$500 +

Keith Klesner
Ryan Westendorf
Kevin Douglas
Nicholas Brummer
Jaime Woodworth

\$250 +

Anonymous Donor
Robert Tadlock
Angie McGuire
Joanie Monaghan
Jaren & Megan Saul
Anonymous Donor
Tanya Kessenich

\$100 +

Drew Fink
Tim McCabe
Nicholas Junker
Michael Anderson
Kelsey Dunaway
Jamie Hijmans
Elizabeth J Martin Dilley
Brian Rand
Tyler Voboril
Kim & Scott Fritzler
Alfredo Santiesteban
Bobby Brown
Julie Cox
Will Kearney
Jesse Horton
Gordon Hardenbergh
Kevin Christian

\$50+

Vicky Bibler
Nate Cyr
Eric Olsen
Katherine Bratschie
Jane Stampe
Kevin Christian

\$50+ Continued

Cristian Ortega
Taylor Ryan
Michael Dahl
Bjorn Bredeson
Zac Wurth
Chris Leach
Ryan Fowler
Nacy Mires

\$25+

Sheila Foss
Kathy Chandler-Henry
B&D Wood
Nina Rubin
Ciara Summers
Alex Sanson

\$10+

Andrew Ryder
Josh Gelman
Kevin Christian
Courtney Scheffler
Dennis Humphrey
Megan Snaynsay
Zoshia Skiba
Jeremiah Wolcott



Construction Update

Dirt Jump Zone

90% completed in the fall of 2023

- Green line
- Blue lines
- Expert lines
- Features
 - Wall Ride
 - Whale's Tale
 - Step Up Box
 - And many more!

Click Image to Play





Construction Update

Skills zone

Construction began April 2024

- Kid & beginner friendly
- Progress your skills
- Rollers, rocks, and drops
- Features
 - Skinny bridges
 - Drop zone
 - Berms
 - And many more!

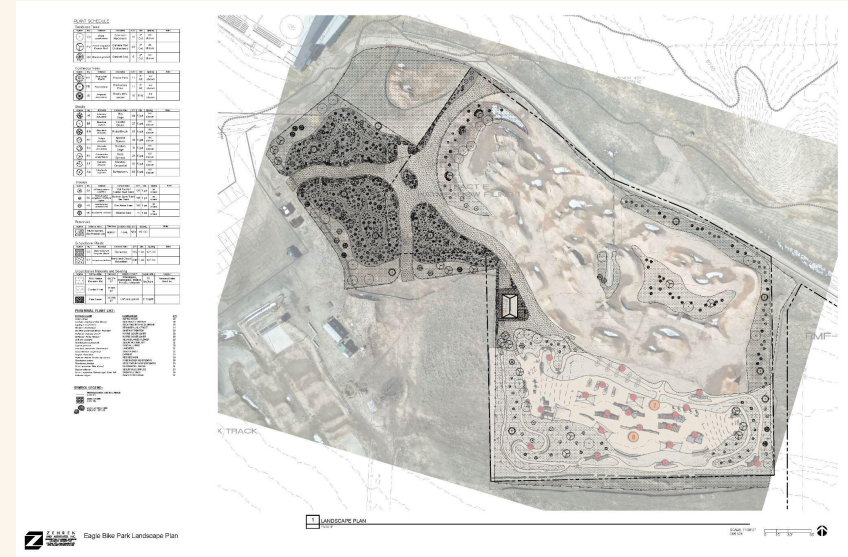


Landscaping Update

Landscaping

Big push over the next two weeks

- Volunteer support needed!
 - Friday, May 17th:
4:00pm-7:00pm
 - Saturday, May 18th:
9:00am-1:00pm



Opening Date

End of May?

Weather, landscaping, and
volunteer support dependent...

- We are very close!
 - Stay tuned for more information



Management & Maintenance

Ensuring safety and a great experience

Our approach:

- Volunteers
 - Monthly & regular volunteer maintenance
- Staff
 - Trail Conservation Crew
 - Trail Operations Manager
- Annual Funding
 - Minturn Bike Park = \$15k





LOVE YOUR TRAILS



vvmta.org

Town of Eagle Council Meeting

EGE Update



EGE News



Full Scale Emergency Drill

On May 8, EGE conducted the Full Scale Emergency Drill, as required by FAA Regulation Part 139.



EGE Hosting CAO A Conference!

EGE has been selected to host the Colorado Airport Operators Association 2024 Spring Conference, to be held at the Hythe Hotel in Vail, CO.



The screenshot shows the top portion of the CAO A website. At the top left is the CAO A logo with the text "COLORADO AIRPORT OPERATORS ASSOCIATION". To the right are navigation links: "About", "Events", "Members/Sponsors", and "Resources". Below the navigation bar is a blue banner with the text "SPRING CONFERENCE TICKETS ARE NOW AVAILABLE. CLICK HERE". The main content area features a large orange-to-red gradient banner with the text "THE COLORADO AIRPORT & AVIATION NETWORK". Below this, on a white background, are two logos: on the left, a blue circle with a white stylized 'A' and the text "THE CAO A SPRING CONFERENCE & GOLF TOURNAMENT"; on the right, the EGE logo with the text "Eagle County Regional Airport". At the bottom right of the white section, the text "VAIL JUNE 5-7, 2024" is displayed in blue.



New EGE Website/Branding

flyege.com



Flights & Airlines Parking & Transportation At the Airport General Aviation About EGE

Welcome to the official website of Eagle County Regional Airport (EGE), your gateway to the stunning Eagle Valley and Roaring Fork Valley region and the closest airport to Vail, Colorado.

Arrivals	Departures	
Flight	Status	ETA
UNITED 5252 Denver Intl	Early	JAN 30 7:41 pm
UNITED 5614 Denver Intl	On Time	JAN 31 10:49 am
UNITED 531 Chicago	On Time	JAN 31 11:06 am
UNITED 608 Newark	On Time	JAN 31 11:32 am

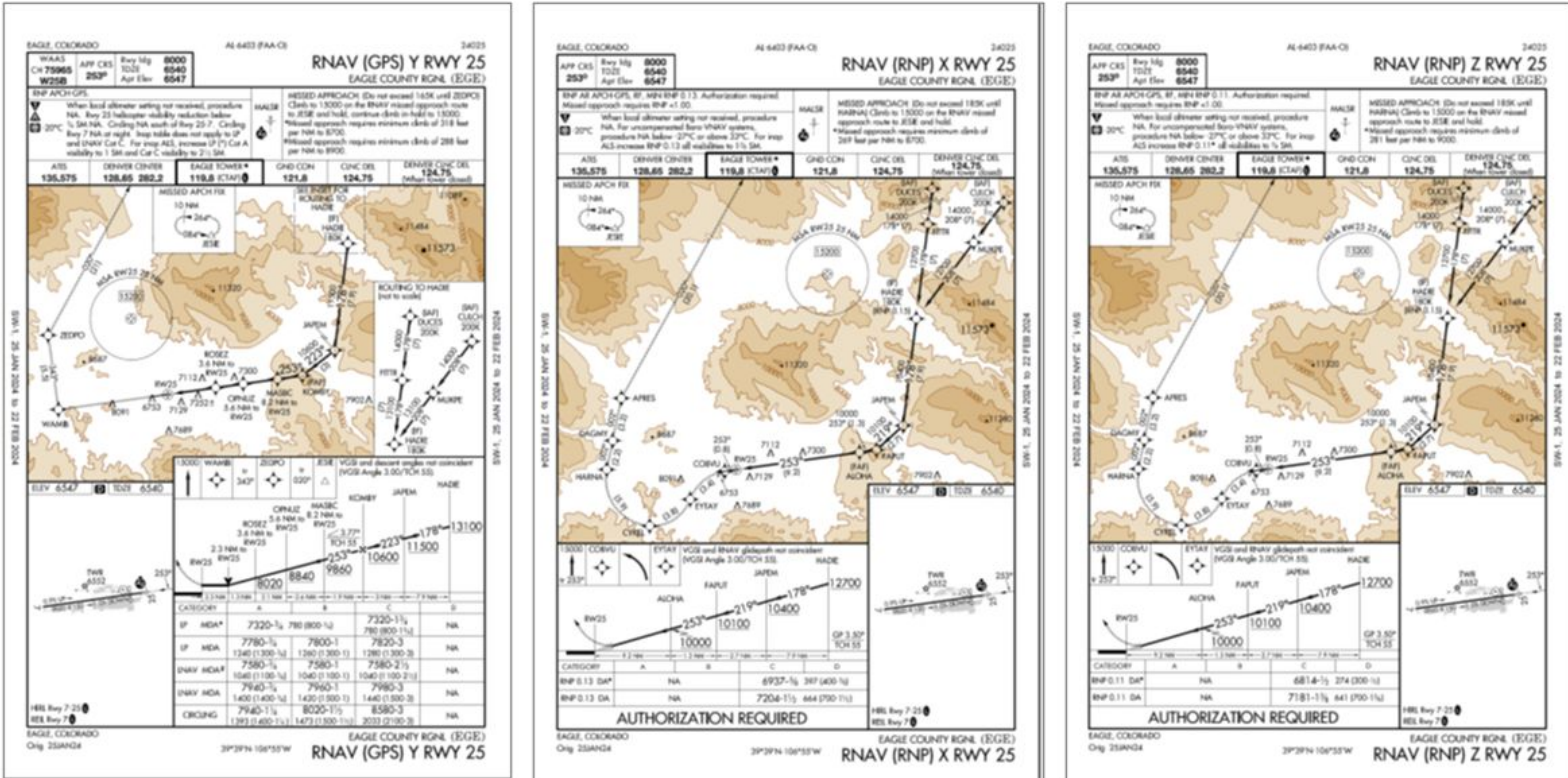
Check Flight Status → Last Updated: January 30, 2024 at 8:20 pm



Updated Runway Approaches

The FAA Recently Approved Three New RNAV Approaches;
Previously, Airlines Developed Their Own Unique Approaches

Public RNAV Approaches to Runway 25 at EGE



Additional Summer Service, 2024

Added service this summer on United Airlines:

- ***Chicago/ORD***

- Arrivals on Friday and Saturday evenings; Departures on Saturday and Sunday mornings, utilizing 737 aircraft
- June 7 thru September 1

- ***Houston/IAH***

- Arrivals on Friday and Saturday evenings; Departures on Saturday and Sunday mornings, utilizing 737 aircraft
- June 7 thru August 18

- ***Denver/DEN***

- Fourth daily flight, utilizing E175 aircraft



Additional Summer Service, 2024

The image is a screenshot of a website banner for the Vail Valley Partnership. The banner features a background image of the Eagle County Regional Airport terminal and an airplane taking off. Overlaid on the image is the text "EGE Air Alliance Locals Flight Rebate Program" in large, bold, white letters. Below this, in smaller white text, it says "\$100 per person flight rebate available for Eagle County residents". In the top left corner of the banner, there is a yellow button that says "JOIN TODAY". In the top right corner, there is a navigation menu with links for "MEMBER BENEFITS", "BUSINESS DIRECTORY", "SIGNATURE PROGRAMS", "VAIL VALLEY WORKS", "ADVOCACY & LEGISLATION", "EVENTS", "ABOUT US", and "NEWS & JOBS". There is also a search bar and a language selector set to "English".

EGE Air Alliance Locals Flight Rebate Program

\$100 per person flight rebate available for Eagle County residents

The 2024 Locals Flight Rebate Program is now active thanks to the EGE Air Alliance! Eagle County residents are eligible for flight rebates on new summer air service at vailvalleypartnership.com

Eagle County residents are eligible to receive a \$100 rebate from the EGE Air Alliance on flights departing from the Eagle County Airport to our new summer 2024 markets of Chicago and Houston. Restrictions apply – please see terms & conditions below. Limited availability. Visit [FlyEGE.com](https://flyege.com) for flight schedules and airport information.

Air Service Development Opportunities

- JumpStart Air Service Development
Washington, DC, May 20-22
- TakeOff North America
Green Bay, WI, October 21



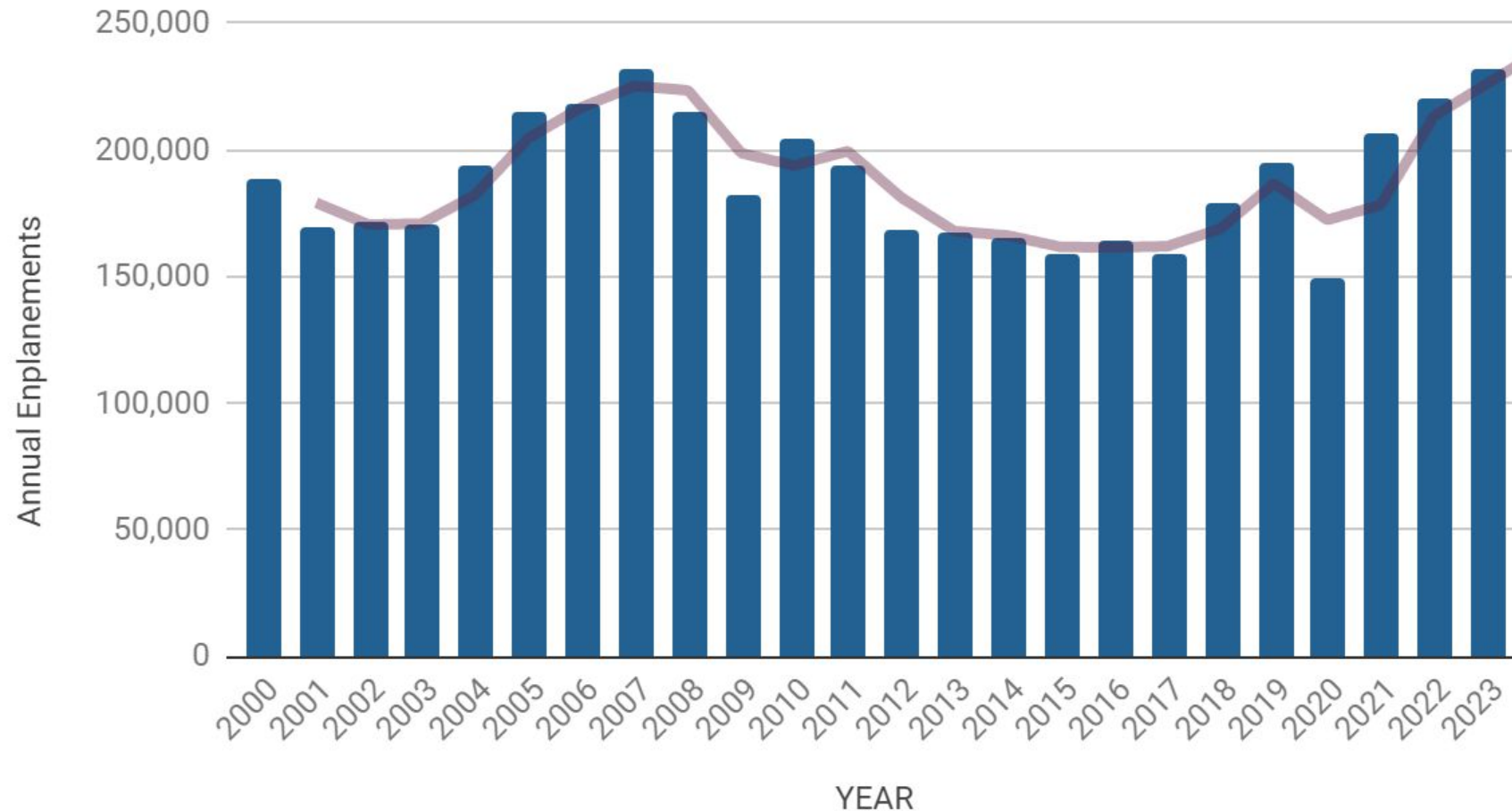
Activity Reports



A Strong 2023 For EGE!

Annual Enplanements

2023 v 2022 Comparison: +5.6%

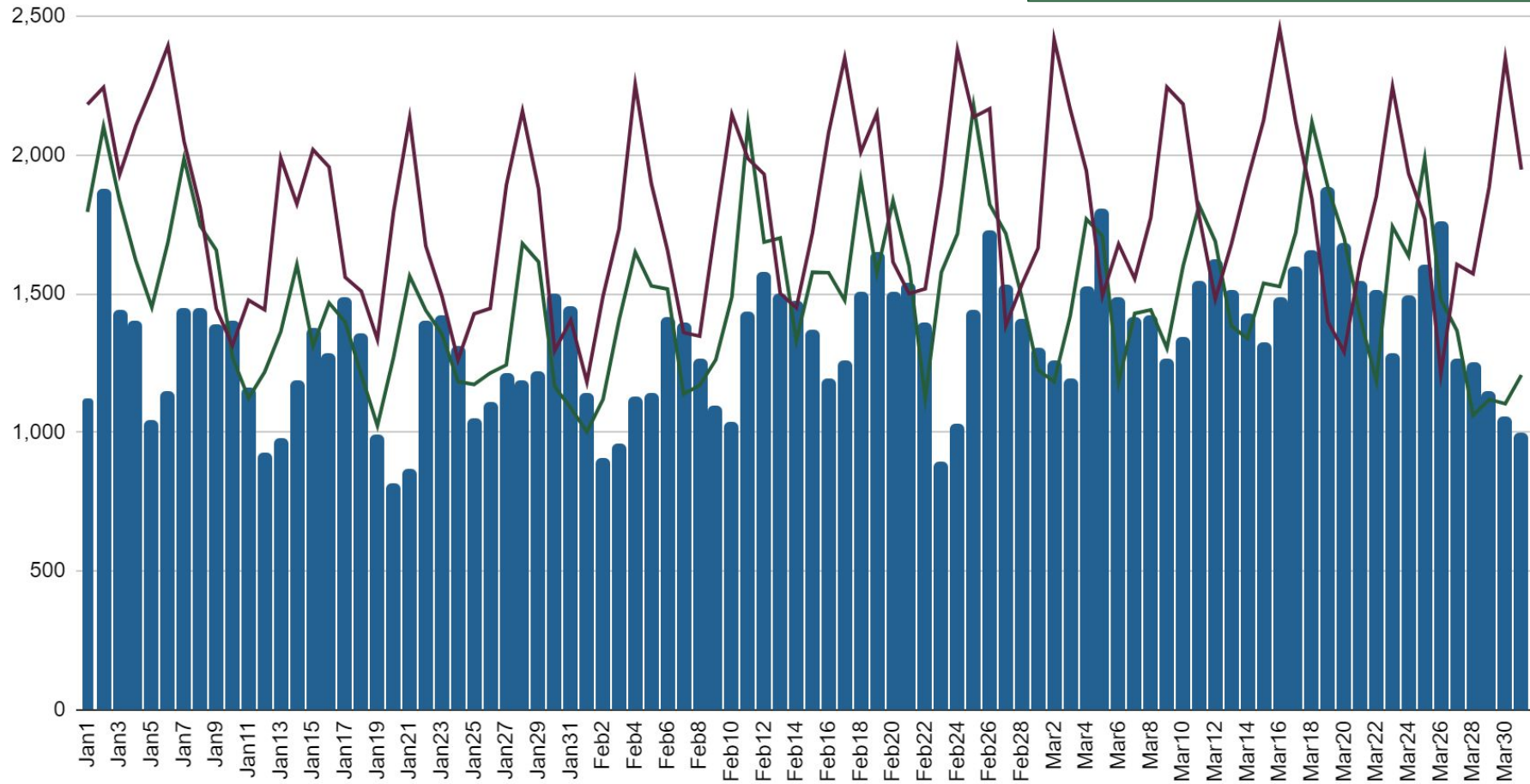


Activity Reports

TSA Throughput January 1 thru March 31

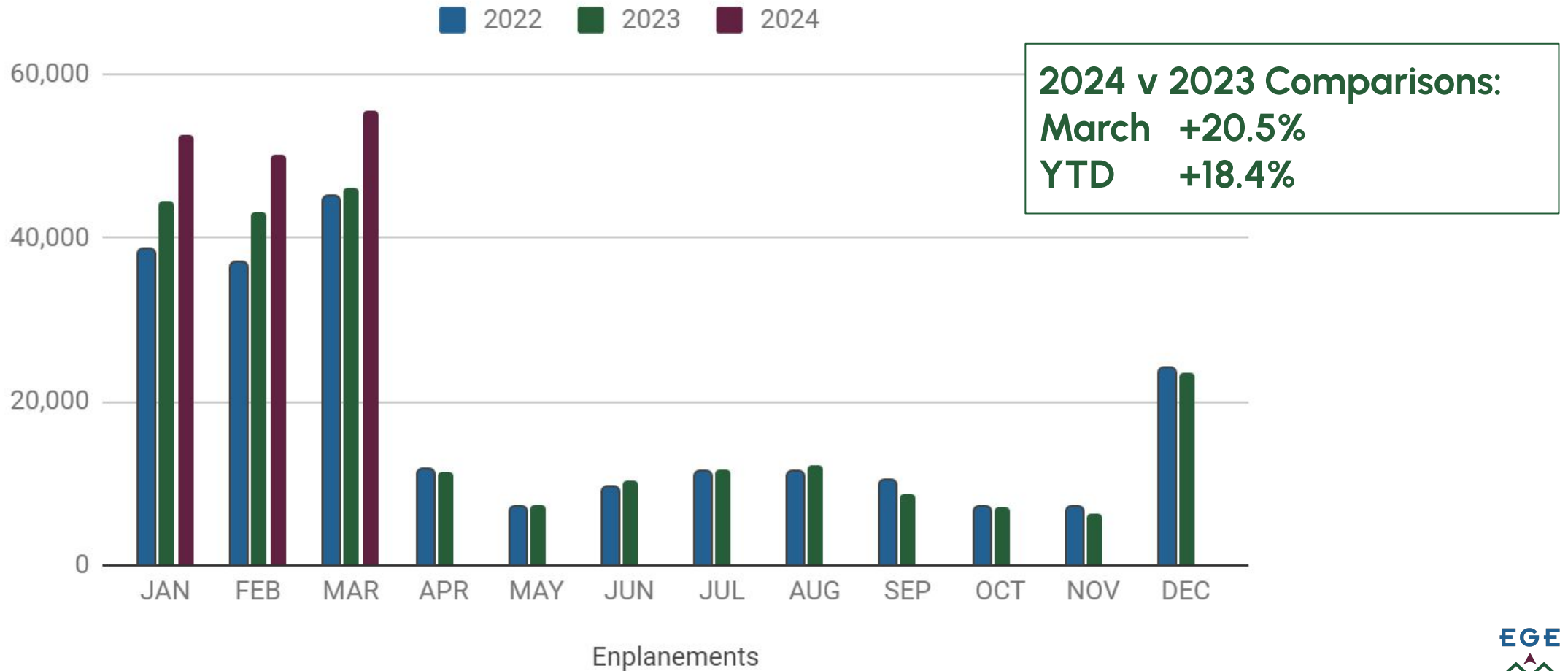
■ 2022 ■ 2023 ■ 2024

2024 v 2023 Comparisons: +20.5%



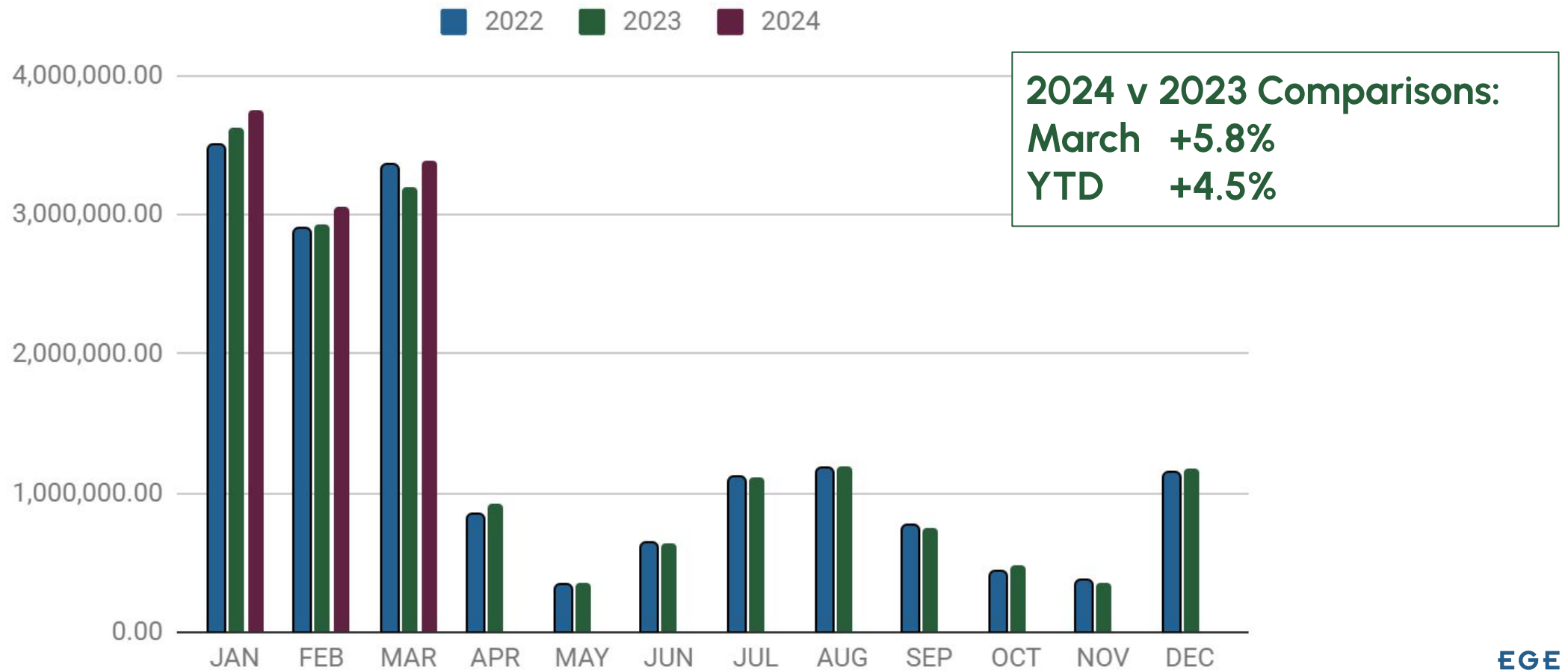
Activity Reports

EGE Enplanements



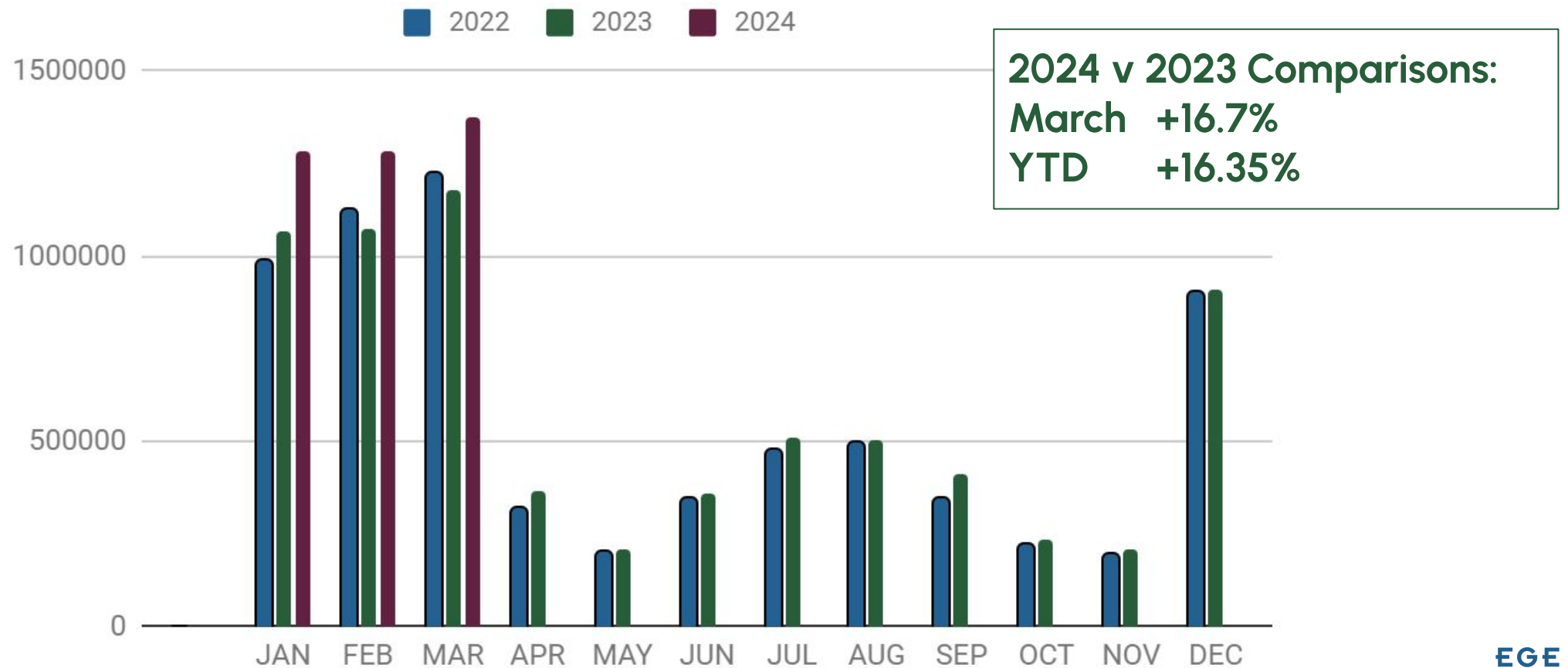
Activity Reports

Rental Car Revenues - Terminal



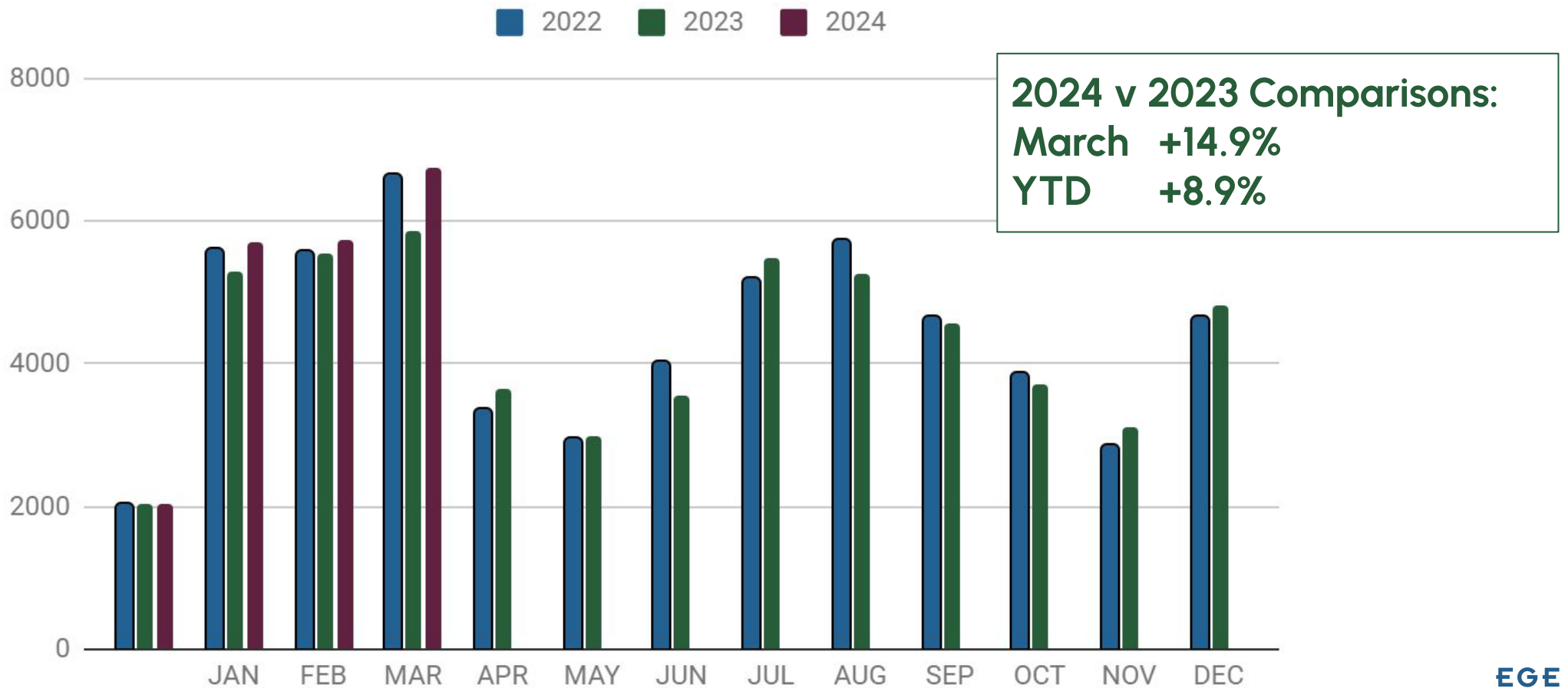
Activity Reports

Signature Fuel Sales (gallons)



Activity Reports

EGE Operations



2024 Projects

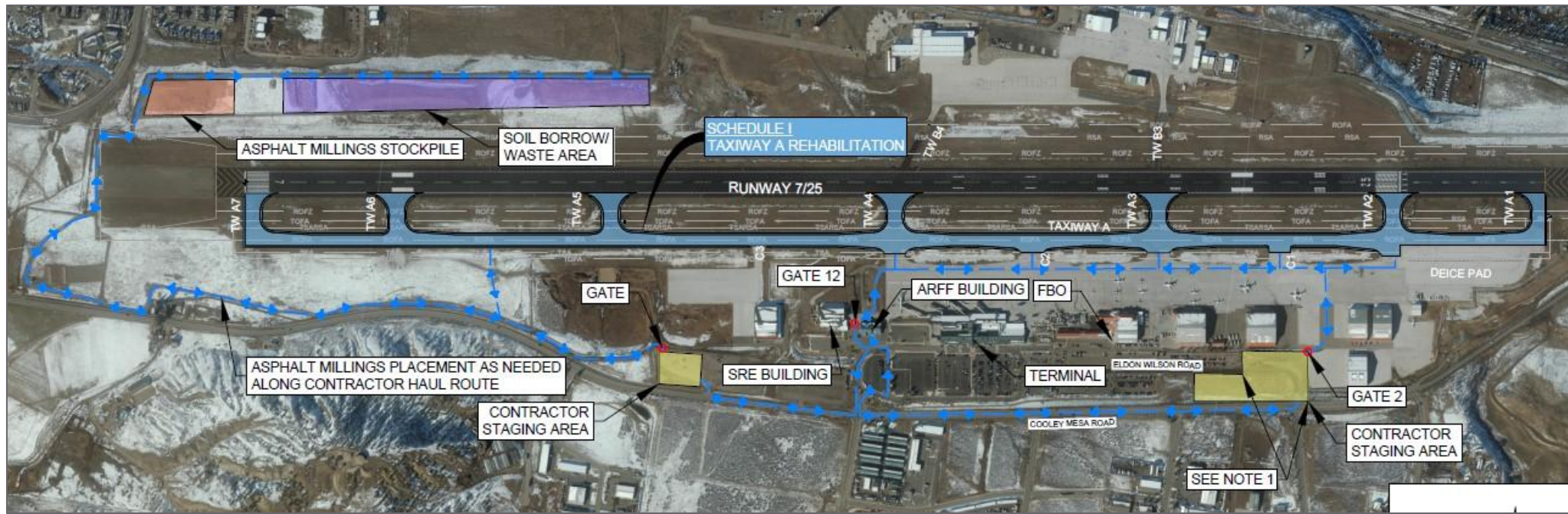


Updated Runway Approaches

Taxiway "A" Rehabilitation Project

Rehabilitation of pavement and lighting. Project began in 2023, and is scheduled to continue May 13th, 2024.

- No impacts to the Gypsum or Eagle Communities.



Updated Runway Approaches

Parallel Taxiway "B"

Project to develop an additional/new taxiway north of the runway.

- **Embankment Preparation:** Continues this summer, beginning in May.
- **Paving Phase 1:** Design over the course of 2024, construction in 2025.
- **No Impacts to the Gypsum or Eagle Communities.**



FIS/International Terminal Update

EGE Staff continues to work towards the potential of a Federal Inspection Services facility in order to process direct international flights.

- ***Facility Design Substantially Complete***
- ***Approximately \$19.5 Million Construction Cost***
- ***Grant Applications Submitted and Pending***
- ***Planned RFP for Late Summer/Early Fall Depending on Grant Response***



Questions

David Reid, AAE
Aviation Director
David.Reid@eaglecounty.us
970.328.2648

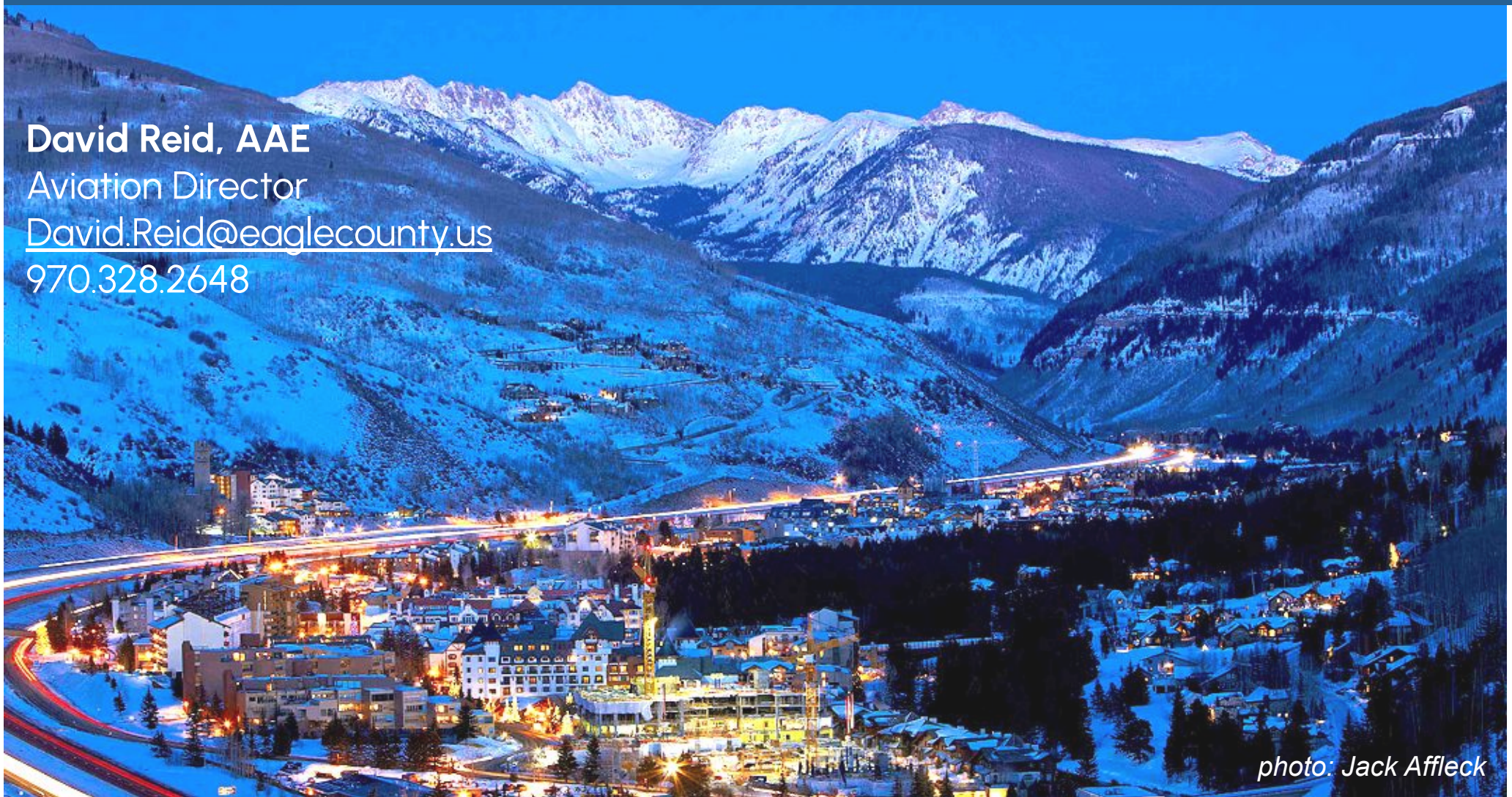
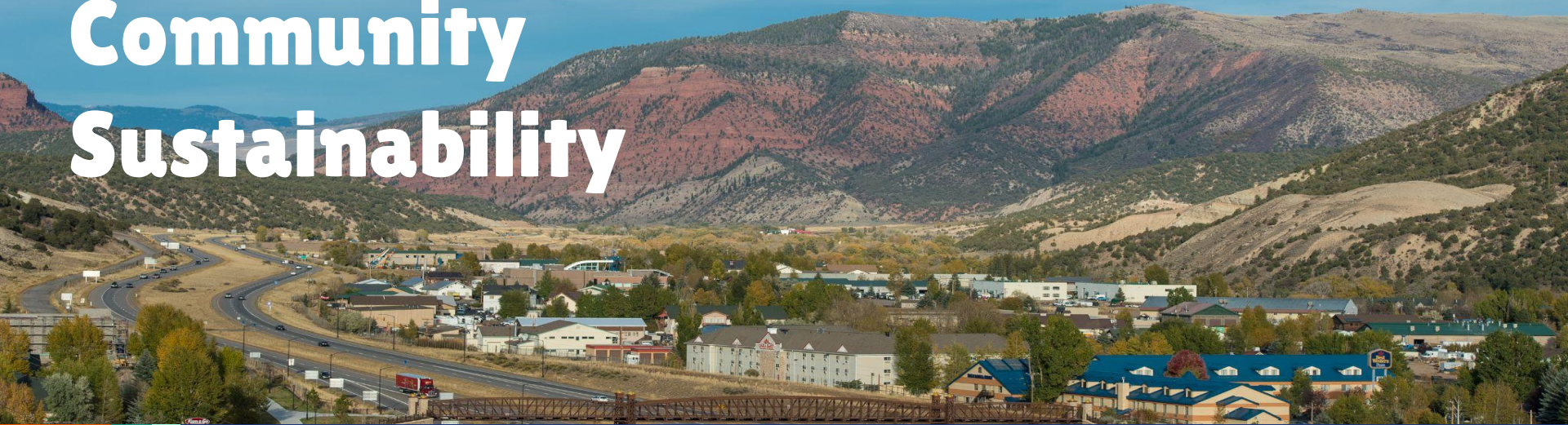


photo: Jack Affleck

EAST CHAMBERS SPORTS COMPLEX

Growth Community Sustainability



The Vision

The enrichment of Eagle's community & culture.

A driver of wholesome, reliable, sports tourism-driven economic growth and a welcome boost for multi-generational health and wellness.

It begins with a sports complex, a community amenity built with the aim of attracting revenue generating projects

An investment in Eagle's economic future. And in its people.

Sports Complex Concept

To ensure positive momentum & community support, the first phase includes a multi-sport complex on an extension of Chambers Avenue which addresses an immediate valley-wide need for additional sports facilities & youth and adult sports programming.

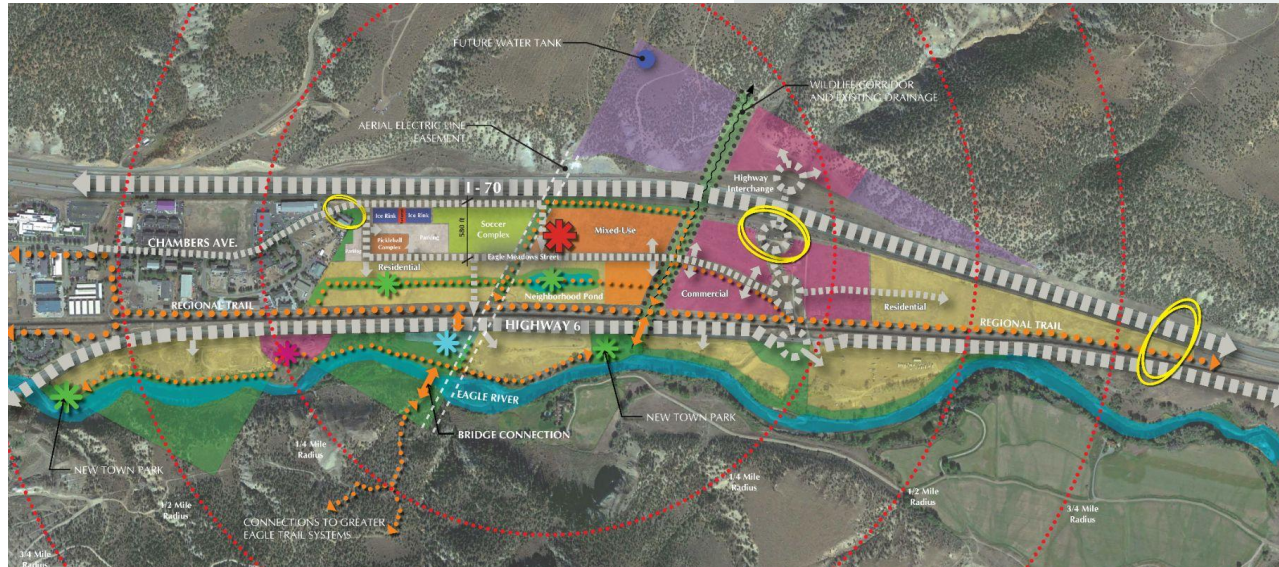
Like Dobson Arena, Sports Stable and South Suburban, the complex brings repeat visitors from across the state for decades. It also establishes the model of public/private partnership of development on the parcel.



Area Usage

With ample acreage, within a mile of downtown Eagle, the sports complex is just the gateway to a larger development in East Eagle that acts as a primary driver for successful growth.

- Total Area | **260 ac**
- Sports Complex | **20+/- ac.**
- Remaining Area | **240 ac.**
 - ◆ Willits Shopping | **30 ac.**
 - ◆ Riverwalk | **16 ac**
 - ◆ Miller Ranch | **30 ac**



Growth

There are many ways to begin development in East Eagle, but none offer the unique economic upside of a sports complex. Built correctly, it serves as both a community amenity and an attraction to sports programs from across the valley, the state and even the country.

Economic Drivers

The sports complex is a magnet for visitors who boost the economic viability of the larger East Eagle development.

Repeat visits from Vail Valley locals and youth athletic programs across Colorado uniquely position the facility to generate sustainable and predictable ongoing revenue.

Compare to the Haymaker Race Course - it's a valued community amenity, but is monetized only occasionally. The sports complex would attract visitors on a year-round basis.

- Year-round Visitor Attraction
- Local Job Creation
- Catalyst For Development
- Vibrant Local Business

Public-Private Partnership.

The ideal complex mix demonstrates a strong public/private partnership in its creation. Setting a model for revenue-producing community amenities that enhance local vibrance and allow new local businesses to flourish.

It also allows the preservation of dedicated open space, and facilitates the expansion of local services such as transit.



Community

Generating revenue is an important goal, but it can't come at the expense of our quality of life.

By anchoring the development with sports, focus can be squarely placed on creating an outstanding community & cultural space for the town of Eagle.

Local Needs.

Eagle and the the entire Vail Valley are in need of expanded sports facilities to accommodate our active and growing population.

Youth sports especially skating sports have direct and immediate need for expanded local facilities.

This win-win development allows us to address this local need while also creating ongoing revenue for the town. It also sets the stage for additional amenities such as employer housing & retail.

- Hockey
- Volleyball
- Baseball
- Lax
- Walking track
- School
- Fitness
- CrossFit
- Adult leagues
- Sport Ortho
- Trackman golf - VR golf
- Sports bar and grill
- Conference rooms
- Sports academy

Gathering Place.

Eagle is a family community and desperately needs year-round places in which to gather. The ideal design creates space for events, practices & programming, while also making space for pure recreation.

We have many great amenities, but few that function throughout all seasons. Interactive entertainment participation has risen in recent years to become a primary driver of local engagement.

This is our chance to address these needs.



Sustainability

Economic growth & community enrichment need to be balanced with sustainability goals. The complex, properly designed, is a model for sustainable growth. It addresses net-zero initiatives and the sustainable expansion of housing supply.

Sustainable Design

Design of the sports complex and the East Eagle development at large will meet and exceed local net-zero initiatives.

Through the use of modern materials, design, and techniques, we believe this can be a nationwide marker for intentional community design.



Sustainable Community

With the sports complex at the fore, we then move our sights to phase II, the creation of a sustainable community that provides local amenities while also serving as an excellent place to live.

Drawing inspiration from Miller Ranch, The Riverwalk, The Wellington Neighborhood & Willits Town Center developments, East Eagle will become a standout example of mixed use development bracketed by vital, energetic & attainable dwellings.



Looking To The Future

Eagle is an incredible place to live, yet it suffers from issues common to most mountain communities.

The East Chambers Sports Complex and East Eagle development present an opportunity to address many of these needs. It enhances local culture and provides vital reinvigoration, while also generating revenue from visitors to the community, dollars which will fund other community needs.

Its with cooperation, collaboration and vision, that our community flourishes. Together, we can create a quality-of-life legacy for generations to come.



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

This agenda and the meetings can be viewed at www.Townofeagle.org.

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION *This was an in-person meeting using Teams.*

CALL TO ORDER - 6:00 PM

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

ROLL CALL

COUNCIL MEMBERS PRESENT

Mikel Kerst, Scott Turnipseed, Ellen Bodenheimier,
Bryan Woods

COUNCIL MEMBERS ABSENT

Nick Sunday, Geoff Grimmer, Jamie Woodworth
Foral

STAFF PRESENT

Larry Pardee, Town Manager
Melissa Daruna, Assistant Town Manager
Kunal Parikh, Special Counsel
Jenny Rakow, Town Clerk
Tom Gosiorowski, Public Works Director
Peyton Heitzman, Planner
Lynette Horan, Human Resources Manager
Cliff Simonton, Interim Community Development Director
Sydney Dynek, Planner
Jamie Wilson, Communications & Marketing Specialist
Ryan Goebel, IT Analyst
Kevin Aoki, Information Technology Manager
Thomas Rich, Sergeant
Tyler White, Officer
Nikki Davis, Economic Development & Housing Specialist

ADOPTION OF AGENDA

There were no changes to the agenda.

MOTION: Council Member Bryan Woods motioned to approve the agenda as presented. The motion was seconded and passed with a vote of 4 in favor (Kerst, Turnipseed, Bodenheimier, and Woods) and 0 opposed.

PUBLIC COMMENT

Tim McMahon – requested the Town of Eagle to remove sales tax on personal care items.

Sergeant Thomas Rich introduced new officer Tyler White.

PRESENTATIONS

1. Eagle River Park Coalition

Lachie Thomas gave a presentation on behalf of the Eagle River Park Coalition and requested the town consider the reappropriation of funds for a feasibility study to make improvements to the waves at the river park.

Mayor Turnipseed stated the council's support of the idea and would have discussions and hold a public process regarding the proposal.

CONSENT AGENDA

MOTION: Council Member Bryan Woods motioned to approve the consent agenda. The motion was seconded and passed with a vote of 4 in favor (Kerst, Turnipseed, Bodenheimier, and Woods) and 0 opposed.

1. Minutes - April 9, 2024

2. Resolution 27, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Mayor to Execute a Professional Services Agreement for the Town of Eagle Comprehensive Safety Action Plan"

3. Resolution 28, Series 2024 "A Resolution of the Town Council of the Town of Eagle Colorado Approving the Holy Cross Energy Relocate Service Agreements for the Eagle Pool Replacement Project."

STAFF REPORTS

1. Town Manager Update

Larry Pardee thanked both new Chief of Police Carrie Buhlman and Gary Suitor.

Bill Wray continues to work on the public survey.

Staff will be providing the council with a survey on the capital improvements fund to the council to assist in prioritizing projects.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

Council Member Bryan Woods stated there is an EVTA meeting tomorrow. two meetings per month to keep momentum and pass contracts. The DDA hosted a code enforcement session for downtown businesses to review recode and discuss parking management.

Council Member Ellen Bodenheimier requested the river park proposals to come back to the council for discussion.

Larry Pardee stated the June work session will be on the Grand Avenue project.

EXECUTIVE SESSION - 6:25 PM

MOTION: Council Member Bryan Woods motioned to enter into Executive Session to receive legal advice from the Town attorney and special counsel pursuant to CRS 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 CRS 24-6-402(4)(e) regarding the West Eagle Annexation and further moved to adjourn the regular meeting at the conclusion of the executive session. **The motion was seconded and passed with a vote of 4 in favor (Kerst, Turnipseed, Bodenhemier, and Woods) and 0 opposed.**

ADJOURN - 7:30 PM

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk

BILL SCHEDULE**APRIL 2024****GENERAL FUND****Town Council**

Nametag Country	Office Supplies	47.85
WR Communications Inc	Professional Services - QoL Survey	3,500.00
RRC Associates, Inc.	Special Council Funding-Economic Dashboard	5,166.67
Red Ribbon Project	Community Requests	714.00
Vail Valley Partnership	Community Requests	1,098.00
Total Town Council		\$ 10,526.52

General Government

CEBT	Health & Life Ins. Payable	7,573.90
Rocky Mountain Reserve LLC	Health & Insurance Benefits	27.12
Standard Insurance Company	Health & Life Ins. Payable	243.62
Amazon	Office Supplies	9.80
Eagle County Government	Dues & Subscriptions 2024 Front Country Ranger	7,268.93
Davis, Anna Dominique L.	Travel Expense	1,125.53
Pazzo's Pizzeria	Meeting Expense	377.00
Event Rents	Public Relations - Eagle Chamber Mixer	173.91
Flavor Stop LLC	Public Relations - Eagle Chamber Mixer	450.00
Total General Government		\$ 17,249.81

General Administration

Balas, Jan	Utility Overpayment Refund	16.59
Conner, Blake Or Kathleen	Utility Overpayment Refund	97.57
Davis, Alicia	Utility Overpayment Refund	179.54
Ewing, Glen	Utility Overpayment Refund	196.91
Farquhar, Jamie	Utility Overpayment Refund	256.28
Gilbert, Trudy	Utility Overpayment Refund	119.77
Harmon, Thomas	Utility Overpayment Refund	29.98
Linder, Marlin	Utility Overpayment Refund	35.24
Lynch Four, LLC	Utility Overpayment Refund	30.11
Pastalan, Becky	Utility Overpayment Refund	24.13
Petrovski, Luiza & Kiril	Utility Overpayment Refund	9.62
Trammell, John Or O'Hern, Jamie	Utility Overpayment Refund	222.38
Leeper, Chad	Municipal Court Refund	135.00
360 Paving LLC	Retainage Payable	35,941.08
Colorado State Treasurer	Unemployment Tax	3,314.32
CEBT	Health & Life Ins. Payable	2,333.50
Anttila, Susan	Facility Usage Deposit Refund	750.00
Eagle Chamber Of Commerce	Facility Usage Deposit Refund	650.00
Eagle County Health & Human Service	Facility Usage Deposit Refund	750.00
Fuerte, Esmeralda	Facility Usage Deposit Payable	650.00
Perez, Brisa	Facility Usage Deposit Refund	375.00
Pinela, Maricela	Facility Usage Deposit Refund	750.00
CEBT	Health & Life Ins. Payable	18,176.21
Rocky Mountain Reserve LLC	Health & Insurance Benefits	40.73
Standard Insurance Company	Health & Life Ins. Payable	285.14
Amazon	Office Supplies	55.53

General Administration (Cont.)

Costco	Office Supplies	22.02
Nametag Country	Office Supplies	31.90
Amazon	Equipment (Non-Capital)	148.99
Red Canyon Cafe	Employee Appreciation	37.95
Pitney Bowes Global Financial Services	Communication & Shipping	65.82
USPS	Communication & Shipping	2,060.95
Column Software, PBC	Legal Notices	57.07
Government Finance Officers Association	Dues & Subscriptions	170.00
Info Cubic	Dues & Subscriptions	299.00
Mailchimp	Dues & Subscriptions	100.00
Mountain Careers	Dues & Subscriptions	159.00
Trybe Property Management LLC	Employee Housing Rental Exp	2,793.44
Chase Paymentech	C.C. Transaction Fees	231.71
Xpress Bill Pay	C.C. Transaction Fees	54.53
Employer's Council Services, Inc.	Professional Services	647.50
Caselle, Inc.	Computer Support	1,698.45
Xpress Bill Pay	Computer Support	50.00
City-Market	Meeting Expense	59.39
Costco	Meeting Expense	300.15
Gypsum Eagle Ace Hardware	Meeting Expense	129.98
Mauka Poke Bar	Meeting Expense	118.78
Red Canyon Cafe	Meeting Expense	75.90
Employer's Council	Tuition & Books	195.00
SHRM Certification	Tuition & Books	135.00
Total General Administration		\$ 75,067.16

Community Development

CEBT	Health & Life Ins. Payable	17,195.08
Rocky Mountain Reserve LLC	Health & Insurance Benefits	52.80
Standard Insurance Company	Health & Life Ins. Payable	305.16
Amazon	Office Supplies	58.41
Fleet Services	Fuel	79.93
Int'l Code Council	Dues & Subscriptions	160.00
Colorado Mtn. News Media	Recruitment	710.33
Info Cubic	Recruitment	(34.60)
Baseline Engineering Corporation	Professional Services	920.00
McCool Development Solutions, LLC	Professional Services	1,875.50
LRE Water	Planning Reimbursable	768.00
McCool Development Solutions, LLC	Planning Reimbursable	1,080.00
Mott MacDonald	Planning Reimbursable	2,780.00
Peterson, David	Travel Expense	795.94
Wilson, Edward	Travel Expense	1,043.65
Pickup's Pizza	Meeting Expense	197.99
Town Of Gypsum	Contract Services	1,445.00
American Planning	Tuition & Books	92.46
Paypal - GBRI	Tuition & Books	119.40
Total Community Development		\$ 29,645.05

Municipal Court

CEBT	Health & Life Ins. Payable	519.54
Rocky Mountain Reserve LLC	Health & Insurance Benefits	1.13
Standard Insurance Company	Health & Life Ins. Payable	8.46
CAMCA	Dues & Subscriptions	50.00
Gendelman Klimas, Ltd	Legal	3,000.00
LC Language Connection	Consultant	1,012.50
Caselle, Inc.	Computer Support	275.66
Total Municipal Court		\$ 4,867.29

Streets

CEBT	Health & Insurance Benefits	396.00
CEBT	Health & Life Ins. Payable	9,993.21
Rocky Mountain Reserve LLC	Health & Insurance Benefits	49.41
Standard Insurance Company	Health & Life Ins. Payable	314.69
Cintas Corporation	Office Supplies	17.02
Bobcat Grand Junction	Repair & Mtn Supplies	238.81
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	243.64
Grainger	Repair & Maintenance Supplies	979.07
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	48.87
Rexel USA, Inc	Repair & Maintenance Supplies	561.32
Wagner Equipment Co	Repair & Maintenance Supplies	3,238.37
McCandless Truck Center	Vehicle Repair & Maintenance Supplies	5,011.31
Fleet Services	Fuel	2,962.84
Holy Cross Energy	Utility Services	2,752.97
Colorado Mtn. News Media	Recruitment	184.74
Info Cubic	Recruitment	(12.15)
IMS Infrastructure Management Services	Pavement Management Study	1,190.00
Eagle County Solid Waste & Recycling	Repair & Maintenance Services	66.96
McCandless Truck Center	Repair & Maintenance Services	3,268.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	18.92
Caselle, Inc.	Computer Support	18.14
360 Training	Tuition & Books	159.99
Employer's Council	Tuition & Books	87.00
O.J. Watson Company, Inc.	Equipment Purchase	12,960.00
Total Streets		\$ 44,749.13

Public Safety

CEBT	Health & Life Ins. Payable	53,575.24
Rocky Mountain Reserve LLC	Health & Insurance Benefits	127.90
Standard Insurance Company	Health & Life Ins. Payable	913.48
Amazon	Office Supplies	38.09
Amazon Capital Services	Office Supplies	16.68
Pro Stamps	Office Supplies	18.95
Target	Office Supplies	32.83
Fancy Pansy	Operating Supplies	114.40
L.N. Curtis & Sons	Operating Supplies	262.88
Limited Papers	Operating Supplies	103.75
Amazon Capital Services	Uniforms	12.87
Galls, LLC	Uniforms	168.41

Public Safety (Cont.)

Symbol Arts, LLC	Uniforms	893.00
U.S. Armor Corporation	Uniforms	487.00
Zero9 Solutions	Uniforms	252.95
Eagle County Fleet Service	Vehicle Repair & Maintenance Supplies	81.60
Fleet Services	Fuel	2,398.25
Amazon Capital Services	Equipment (Non-Capital)	107.37
Executive Distributors International Inc	Equipment (Non-Capital)	6,358.00
Zero Fox Given	Equipment (Non-Capital)	276.25
CCNC Inc	Dues & Subscriptions	100.00
National Tactical Officers	Dues & Subscriptions	(50.00)
AT&T Mobility	Utility Services	812.70
Freedman, Jason	Recruitment	750.00
Rice, Alexander	Recruitment	750.00
Strategic Government Resources, Inc.	Recruitment	2,250.00
Colorado Mountain Cleaner	Professional Services	247.20
Eagle County Fleet Service	Repair & Maintenance Services	225.50
Best Western Plus	Travel	169.00
Fairfield Inn & Suites	Travel	1,610.00
United Airlines	Travel	120.00
Casa Mexico	Meeting Expense	50.10
Domino's	Meeting Expense	36.74
Colorado Assn Chief Of Police	Tuition & Books	495.00
Transunion Risk & Alternative Data Solut	Contract Payments	105.00
Cirsa	Insurance	132.00
Total Public Safety		\$ 74,043.14

Buildings & Grounds

CEBT	Health & Insurance Benefits	396.00
CEBT	Health & Life Ins. Payable	15,829.29
Rocky Mountain Reserve LLC	Health & Insurance Benefits	41.86
Standard Insurance Company	Health & Life Ins. Payable	238.21
Cintas Corporation	Office Supplies	17.02
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	137.63
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	416.76
Paint Bucket	Repair & Maintenance Supplies	414.18
Vermeer Colorado	Repair & Maintenance Supplies	1,121.01
Fleet Services	Fuel	1,139.78
Black Hills Energy	Utility Services	4,407.57
Holy Cross Energy	Utility Services	4,179.06
Colorado Mtn. News Media	Recruitment	184.73
Info Cubic	Recruitment	(14.10)
Jerrymaster Janitorial	Janitorial Maint. Contracts	2,158.00
Mountain Pest Control, Inc.	Repair & Maintenance Services	80.00
Sno-White Linen Rental	Repair & Maintenance Services	148.78
Caselle, Inc.	Computer Support	18.14
Colo Parks & Rec Assoc	Tuition & Books	625.00
Total Buildings & Grounds		\$ 31,538.92

Events

CEBT	Health & Life Ins. Payable	4,741.08
Rocky Mountain Reserve LLC	Health & Insurance Benefits	12.82
Standard Insurance Company	Health & Life Ins. Payable	83.91
Amazon	Office Supplies	71.53
Amazon	Operating Supplies	183.63
Apple.Com	Dues & Subscriptions	12.02
Canva	Dues & Subscriptions	14.99
Color Coffee Roasters	Meeting Expense	12.75
Red Canyon Cafe	Meeting Expense	11.25
Yeti's Grind	Meeting Expense	22.90
Event Brite Co Summit 2024	Tuition & Books	215.26
Eagle Climbing + Fitness, LLC	Events	3,750.00
Vail Valley Foundation	Events	25,000.00
Yoga Off Broadway	Events	1,000.00
Amazon	Event Production	249.00
Costco	Event Production	69.99
Gran Farnum Printing	Event Production	140.00
Total Events		\$ 35,591.13

Engineering

CEBT	Health & Insurance Benefits	396.00
CEBT	Health & Life Ins. Payable	7,526.96
Rocky Mountain Reserve LLC	Health & Insurance Benefits	14.71
Standard Insurance Company	Health & Life Ins. Payable	118.58
Cintas Corporation	Office Supplies	17.02
Colorado Mtn. News Media	Recruitment	266.90
Total Engineering		\$ 8,340.17

Information Technology

CEBT	Health & Life Ins. Payable	4,923.29
Rocky Mountain Reserve LLC	Health & Insurance Benefits	12.07
Standard Insurance Company	Health & Life Ins. Payable	94.77
Amazon	Office Supplies	493.31
Gypsum Eagle Ace Hardware	Office Supplies	26.99
Century Link	Utility Services	7,243.18
Verizon Wireless, Bellevue	Utility Services	2,443.25
Aspen Wireless Technologies, Inc.	Computer Support	1,362.50
Mammoth Networks	Computer Support	255.00
SHI International Corp	Computer Support	960.50
TEC Integration, Inc.	Computer Support	100.00
Professional Document Solutions, Inc.	Contract Payments	411.99
Xerox Financial Services LLC	Contract Payments	2,759.42
Total Information Technology		\$ 21,086.27

Marketing & Communications

CEBT	Health & Life Ins. Payable	1,908.48
Rocky Mountain Reserve LLC	Health & Insurance Benefits	7.54
Standard Insurance Company	Health & Life Ins. Payable	51.41

Marketing & Communications (Cont.)

Scott Bellow Photography LLC	Professional Services	1,050.00
Total Marketing & Communications		\$ 3,017.43

Total GENERAL FUND **\$ 355,722.02**

CAPITAL IMPROVEMENTS FUND

360 Paving LLC	Retainage Payable-Bus Shelters/ADA Imp	1,789.09
Amazon Capital Services	Town Shop Improvements-PW Charging Stations	599.00
CTI	IT Improvements-Admin IT Network Overhaul	77,326.23
Norris Design, Inc.	Public Art	3,466.29
Patriacca Construction Inc.	Public Art	6,236.88
Martin/Martin Consulting Engineers	Traffic Control Impr-Sylvan Lake Rd/Capitol	13,000.00
Martin/Martin Consulting Engineers	Street Replacement- Howard St	3,750.00
KLJ Engineering LLC	Grand Avenue Improvements	14,160.18
Mead & Hunt	Grand Avenue Improvements	9,379.00
Amazon	Patrol Vehicles	53.94
Amazon Capital Services	Patrol Vehicles	203.87
Wrap Colorado	Patrol Vehicles	3,450.08
Total CAPITAL IMPROVEMENTS FUND		\$ 133,414.56

WASTE WATER FUND

CEBT	Health & Insurance Benefits	396.00
CEBT	Health & Life Ins. Payable	12,501.21
Rocky Mountain Reserve LLC	Health & Insurance Benefits	37.19
Standard Insurance Company	Health & Life Ins. Payable	266.81
Cintas Corporation	Office Supplies	17.01
Western Slope Supplies Inc	Office Supplies	25.25
Air Filter Solutions	Repair & Maintenance Supplies	1,007.00
Grainger	Repair & Maintenance Supplies	1,373.94
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	78.54
Neptune Benson Inc	Repair & Maintenance Supplies	904.19
Water Technology Group	Repair & Maintenance Supplies	1,725.00
Stockoski, Michael	Vehicle Repair & Maintenance Supplies	9.94
Fleet Services	Fuel	74.92
Federal Express Corp.	Communication & Shipping	131.36
Nexttrust Inc	Communication & Shipping	293.99
Water Environment Federation	Dues & Subscriptions	115.00
Black Hills Energy	Utility Services	9,097.79
Holy Cross Energy	Utility Services	10,646.00
Colorado Mtn. News Media	Recruitment	133.45
Chase Paymentech	C.C. Transaction Fees	678.38
Xpress Bill Pay	C.C. Transaction Fees	477.10
Vranesh And Raishch, LLP	Legal & Audit	2,410.00
LRE Water	Engineering	935.00
Denali Water Solutions LLC	Sludge Disposal	8,200.64
American Mechanical Services	Repair & Maintenance Services	410.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	18.92
Aspen Wireless Technologies, Inc.	Computer Support	859.00
Caselle, Inc.	Computer Support	230.54

WASTE WATER FUND (Cont.)

Eagle River Water & Sanitation District	Testing & Permits	2,577.00
SGS North America Inc	Testing & Permits	3,532.85
Backflow Solutions Inc	Contract Payments	2,000.00
Browns Hill Engineering	Contract Payments	2,066.20
Colo Dept Of Public Health & Environment	Capital Expenditures - Nutrient Criteria Nitrogen	4,923.00
Mott MacDonald	Capital Expenditures - Nutrient Criteria Nitrogen	21,147.50
Martin/Martin Consulting Engineers	Sewer Line Improvements - Howard St.	16,285.55
Colo. Water Resources & Power Dev. Auth.	2011 CWRPDA Loan Payment	33,595.07
Colo. Water Resources & Power Dev. Auth.	Debt Service Interest	5,797.79
Total WASTE WATER FUND		\$ 144,979.13

WATER FUND

CEBT	Health & Insurance Benefits	396.00
CEBT	Health & Life Ins. Payable	17,188.96
Rocky Mountain Reserve LLC	Health & Insurance Benefits	48.95
Standard Insurance Company	Health & Life Ins. Payable	340.98
Amazon	Office Supplies	58.72
Cintas Corporation	Office Supplies	17.01
Univar USA	Operating Supplies	2,860.00
Amazon	Repair & Maintenance Supplies	21.76
Core & Main LP	Repair & Maintenance Supplies	1,431.57
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	151.35
Grainger	Repair & Maintenance Supplies	5,360.01
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	795.90
Paint Bucket	Repair & Maintenance Supplies	9.10
Pipestone Equipment, An Impel Company	Repair & Maintenance Supplies	679.73
Pollardwater	Repair & Maintenance Supplies	570.50
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies	746.36
Fleet Services	Fuel	259.37
Amazon	Equipment (Non-Capital)	116.53
Grainger	Equipment (Non-Capital)	506.14
Federal Express Corp.	Communication & Shipping	25.89
Nextrust Inc	Communication & Shipping	293.99
AmeriGas	Utility Services	3,540.20
Black Hills Energy	Utility Services	143.49
Holy Cross Energy	Utility Services	8,082.47
Colorado Mtn. News Media	Recruitment	665.50
Indeed	Recruitment	108.97
Chase Paymentech	C.C. Transaction Fees	1,151.17
Xpress Bill Pay	C.C. Transaction Fees	654.31
Garfield & Hecht, P.C.	Legal	526.30
LRE Water	Engineering	1,403.25
CRWCD - Enterprise Fund	Wolford Mtn. Reservoir-CRWCD	28,356.00
Two Valley Tire LLC	Repair & Maintenance Services	278.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	18.92
Eagle River Water & Sanitation District	Testing & Permits	310.00
SGS North America Inc	Testing & Permits	392.58
Aspen Wireless Technologies, Inc.	Computer Support	859.00
Caselle, Inc.	Computer Support	230.54

WATER FUND (Cont.)

Backflow Solutions Inc	Contract Payments	1,995.00
Browns Hill Engineering	Contract Payments	8,264.80
Flowpoint Environmental Systems Inc	Contract Payments	1,200.00
Mott MacDonald	Tank Replacement - East Eagle	46,328.00
Martin/Martin Consulting Engineers	Water Line Improvements - Howard Street	16,285.55
Total WATER FUND		\$ 152,672.87

REFUSE FUND

Nexttrust Inc	Communication & Shipping	293.99
Chase Paymentech	C.C. Transaction Fees	205.56
Xpress Bill Pay	C.C. Transaction Fees	163.58
Caselle, Inc.	Computer Support	230.53
Vail Honeywagon	Contract Services	78,882.50
Total REFUSE FUND		\$ 79,776.16

STORM WATER FUND

Nexttrust Inc	Communication & Shipping	293.99
Chase Paymentech	C.C. Transaction Fees	20.55
Xpress Bill Pay	C.C. Transaction Fees	13.63
Total STORM WATER FUND		\$ 328.17

BROADBAND FUND

Aspen Wireless Technologies, Inc.	Repair & Maintenance Service	2,685.00
Aspen Wireless Technologies, Inc.	Computer Support	4,989.00
Total BROADBAND FUND		\$ 7,674.00

STCIF

Ohlson Lavoie Corporation	Multi-Use Rec Facilities - Pool Rebuild	47,471.80
Total STCIF		\$ 47,471.80

OPEN SPACE FUND

CEBT	Health & Life Ins. Payable	2,339.55
Rocky Mountain Reserve LLC	Health & Insurance Benefits	8.52
Standard Insurance Company	Health & Life Ins. Payable	67.68
Signature Signs Inc	Repair & Maintenance Supplies	409.50
Colorado Mtn. News Media	Legal Notices	108.50
Mountain Pest Control, Inc.	Weed & Pest Control	245.00
CW&H Graphics	Open Space Signage Projects	2,652.02
Total OPEN SPACE FUND		\$ 5,830.77

DDA FUND

Davis, Anna Dominique L.	Travel	892.77
Total DDA FUND		\$ 892.77

TOTAL		\$ 928,762.25
PAYROLL		\$ 552,940.63
GRAND TOTAL		\$ 1,481,702.88



To: Mayor Turnipseed and Town Council

From: Martha Miller, Project Manager

Date: April 25, 2024

Agenda Item: Resolution 29, Series 2024 – “A Resolution of the Town Council of the Town of Eagle Appointing New Members to the Grand Avenue Stakeholder Committee”.

REQUEST:

Staff requests that the Town Council appoint two new members to the Grand Avenue Stakeholder Committee.

INTRODUCTION:

In May 2023, the Town started the preliminary design phase of the Grand Avenue Multimodal Reconstruction Project with Stolfus and Associates. At that time, staff engaged the original Stakeholder Committee to ask them to continue with the committee. One member decided to resign (Jamie Harrison), and another is now working for the Town as the Project Manager (Martha Miller), so there were two vacancies. Staff advertised the committee vacancies on the town website and social media to replace the members.

ANALYSIS:

In general, the role and expectations of the Stakeholder Committee are as follows:

- Serve as a community ambassador for the project.
- Attend the stakeholder meetings that are part of the planning process.
- Participate in community-wide engagement meetings and assist the project team.
- Help formulate guiding principles and goals for the effort.
- Review and critique the progress of the consultant team’s work.
- Provide detailed input on existing conditions and proposed solutions.
- Help educate the community-at-large about the project issues, challenges, and opportunities.
- Share and disseminate project information with other community residents.

The Town received three applications for the two vacancies: Rebecca Ruck, Carolina Guzman, and Brian Woods. A goal was to involve community members historically less involved on committees and a business owner. After reviewing the applications, the staff recommends appointing Carolina Guzman and Rebecca Ruck.

COMMUNITY INPUT:

This process integrates community input throughout the Grand Avenue Multimodal Reconstruction Project.

BUDGET / STAFF IMPACT:

Engaging the Stakeholder Committee was included in the Grand Avenue Preliminary Design cost estimates. Town staff will assist Stolfus & Associates in conducting meetings, communicating information, and researching the necessary information for the committee.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The Grand Avenue Multimodal Reconstruction Project Stakeholder Group exemplifies the Town's guiding principle of Transparency and Community Engagement.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **APPROVE** Resolution No. 29, Series 2024 – “A Resolution of the Town Council of the Town of Eagle, Colorado Appointing New Members, Carolina Guzman and Carolina Ruck, to the Grand Avenue Stakeholder Group.”

ATTACHMENTS:

Resolution 29, Series 2024 – Grand Ave Stakeholder Committee Appointments.pdf

TOWN OF EAGLE, COLORADO
RESOLUTION No. 29
(SERIES 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPOINTING
MEMBERS TO THE GRAND AVENUE STAKEHOLDER COMMITTEE

WHEREAS, On April 11, 2023 the Town Council awarded Stolfus & Associates, Inc. the contract to conduct engineering services for Grand Avenue; and

WHEREAS, The 2023 Town Council Strategic Plan identifies Transparency and Community Engagement as a guiding principle; and

WHEREAS, The Grand Avenue Multimodal Improvements Project is one of the strategic priorities of the Town; and

WHEREAS, two members of the Stakeholder Committee resigned from the committee; and

WHEREAS, the Town has advertised the position and received a notice of interest from three residents of the Town of Eagle; and

WHEREAS, two applicants were selected as replacements.

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

The Town Council approves adding Carolina Guzman and Rebecca Ruck to the Grand Avenue Stakeholder Committee.

RESOLVED, APPROVED, AND ADOPTED THIS 14th DAY OF MAY 2024.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Melissa Daruna, Assistant Town Manager

Date: May 14, 2024

Agenda Item: Resolution 31, Series 2024, "A Resolution by the Town Council of the Town of Eagle, Colorado Approving the Amended and Restated Intergovernmental Agreement Between the Town of Eagle and the Mountain Recreation Metropolitan District Concerning Construction, Ownership and Operation of Recreation Facilities Within the Brush Creek Meadows Subdivision."

REQUEST: Approve Resolution 31, Series 2024 - A Resolution by the Town Council of the Town of Eagle, Colorado Approving the Amended and Restated Intergovernmental Agreement between the Town of Eagle, Colorado and the Mountain Recreation Metropolitan District Concerning the Construction, Ownership and Operation of Recreation Facilities within the Brush Creek Meadows Subdivision.

BACKGROUND: Town staff and legal counsel have been working with the Mountain Recreation staff and legal counsel to update the IGA that governs the Eagle Pool and Ice Rink. The revisions to the IGA are needed in order to capture the roles and responsibilities for the Eagle Pool Replacement Project and set our partnership up for continued success. The original IGA was executed in 2002 when the facility was being constructed. A subsequent amendment to the IGA was jointly approved in 2017. The amended and restated version provided for consideration here outlines both parties' roles in the pool replacement and the financing of the pool replacement while maintaining the original intent of the partnership.

ANALYSIS: Mountain Recreation leadership and Town leadership have met multiple times to discuss the terms of the IGA and what sections required updating. Initial draft ideas were reviewed and approved by both the Town's legal counsel and Mountain Recreation's legal counsel. Final revisions were agreed upon and prepared for Town Council's review and consideration. The Mountain Recreation Board will also be reviewing and considering the amended and restated IGA at their May meeting.

COMMUNITY INPUT: None at this time.

BUDGET / STAFF IMPACT: The financing outlined in the IGA has already been captured in the 2024 budget. There are no additional budget impacts.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The Amended and Restated IGA supports the ongoing partnership with Mountain Recreation and our joint ownership of the Eagle Pool and Ice Rink. This partnership directly supports the strategic plan objective to *Focus on Recreation, Events, and Open Space, and Match Infrastructure with Quality of Life*.

RECOMMENDED ACTION OR PROPOSED MOTION: Approve Resolution 31, Series 2024 - A Resolution by the Town Council of the Town of Eagle, Colorado Approving the Amended and Restated Intergovernmental Agreement between the Town of Eagle, Colorado and the Mountain Recreation Metropolitan District Concerning the Construction, Ownership and Operation of Recreation Facilities within the Brush Creek Meadows Subdivision.

ATTACHMENTS:

1. Resolution 31-2024 Restated Mtn Rec IGA

2. Restated Mtn Rec IGA-May 2024 - Final

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 31
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF EAGLE, COLORADO AND THE MOUNTAIN RECREATION METROPOLITAN DISTRICT CONCERNING THE CONSTRUCTION, OWNERSHIP AND OPERATION OF RECREATION FACILITIES WITHIN THE BRUSH CREEK MEADOWS SUBDIVISION.

WHEREAS, the Town Council adopted a strategic plan with a major objective to *Focus on Recreation, Events, and Open Space, and Match Infrastructure with Quality of Life*;

WHEREAS, the Town and the District entered into an Intergovernmental Agreement Concerning the Construction, Ownership, and Operation of Recreation Facilities Within the Brush Creek Meadows Subdivision dated June 25, 2002 (the "Agreement"); and

WHEREAS, the Town and the District desire to continue the joint ownership and operation of such recreation facilities constructed under and in accordance with the Agreement; and

WHEREAS, the Town and the District have agreed to jointly replace and remodel the Eagle Pool in order to reopen the facility and better serve the needs of the community; and

WHEREAS, the Town and the District have identified a need to refine and add certain sections of the Agreement by restating the Agreement to clearly establish roles and responsibilities of the pool replacement project as further set forth in the Amended and Restated Intergovernmental Agreement; and

WHEREAS, the Town Council finds that it is in the best interest of the Town and the public health, safety and welfare to enter into the Amended and Restated Intergovernmental Agreement with Mountain Recreation Metropolitan District.

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

Section 1. The Amended and Restated Intergovernmental Agreement Between the Town of Eagle, Colorado and Mountain Recreation Metropolitan District Concerning the Construction, Ownership and Operation of Recreation Facilities within the Brush Creek Meadows Subdivision is hereby approved in substantially the form attached hereto. The Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON May 14, 2024.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF EAGLE, COLORADO AND THE MOUNTAIN RECREATION
METROPOLITAN DISTRICT CONCERNING THE CONSTRUCTION, OWNERSHIP
AND OPERATION OF RECREATION FACILITIES WITHIN THE BRUSH CREEK
MEADOWS SUBDIVISION**

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (the "Restated IGA") is made and entered into this day of _____, 2024 by and between the TOWN OF EAGLE, COLORADO, a Colorado municipal corporation (the "Town"), whose address is P.O. Box 609, Eagle, Colorado 81631, and the MOUNTAIN RECREATION METROPOLITAN DISTRICT, (formerly WESTERN EAGLE COUNTY METROPOLITAN RECREATION DISTRICT) a Colorado special district (the "District") whose address is 450 Miller Ranch Rd., Edwards, CO 81632 (each a "Party" and collectively, the "Parties").

RECITALS

A. WHEREAS, on January 12, 1999, the Town adopted Ordinances No. 1, 2, and 3, Series of 1999, annexing certain property known as Eagle Ranch Annexations No. 1, 2, and 3 to the Town of Eagle, Colorado (the "Eagle Ranch Annexations"), which became effective on February 20, 1999;

B. WHEREAS, the Town and West Eagle Ranch, LLC, the developer of Eagle Ranch, entered into an agreement relating to the annexation and development of property known as Eagle Ranch Annexations No. 1, 2, and 3 to the Town of Eagle, Colorado, on January 12, 1999 (the "Annexation Agreement");

C. WHEREAS, Pursuant to Section 10.5 of the Annexation Agreement, the Town has acquired from West Eagle Ranch, LLC approximately 14.29 acres of land for use by the general public for recreation purposes (the "Recreation Parcel") known as Parcel 1, Brush Creek Meadows Subdivision, Filing No. 1, Town of Eagle, County of Eagle, State of Colorado;

D. WHEREAS, the Town has constructed a public swimming pool and ice rink (collectively, the "Recreation Facilities") on the Recreation Parcel pursuant to the plans and specifications approved by the parties;

E. WHEREAS, the Town planned, designed, constructed, furnished, and equipped the Recreation Facilities, and funded such activities, along with the District pursuant to the terms of an Intergovernmental Agreement between the Town and the District dated June 25, 2002 (the "Original IGA");

F. WHEREAS, since the entering of the Intergovernmental Agreement between the Town of Eagle, Colorado and the Western Eagle County Metropolitan Recreation District Concerning the Construction, Ownership and Operation of Recreation Facilities within the Brush Creek Meadows Subdivision (the "First IGA") the Town and the District have determined that due to changing conditions and circumstances, including the agreed upon need to remodel/refurbish/enhance certain aspects of the Recreation Facilities (collectively, the

"Remodel"), the First IGA needs to be updated and restated in certain respects to reflect the Parties' agreement with respect to the changing conditions and circumstances;

G. WHEREAS, the Town and the District desire to maintain the structure of the First IGA and most of the terms, conditions and basic obligations herein, including the division of financial responsibilities among the Parties, and the District's obligation to operate and maintain the Recreation Facilities, but wish to restate and clarify certain of the terms and conditions thereof pursuant to the provisions stated herein; and

H. WHEREAS, this Restated IGA is authorized pursuant to Section 18, Article XIV of the Colorado Constitution, Section 29-1-203, C.R.S., and other applicable law.

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

SECTION 1
CONTRIBUTION OF FUNDS FOR CONSTRUCTION AND REMODEL OF RECREATION FACILITIES

1.1 District's Initial Contribution of Funds. No later than December 1, 2002, the District shall pay to the Town the sum of \$200,000.00 for use by the Town in the construction of a public swimming pool to be located on the Recreation Parcel, as well as the sum of \$150,000.00 to be used by the Town for the construction of an ice rink on the Recreation Parcel. No later than July 1, 2003, the District shall pay to the Town an additional \$750,000.00 for construction of the Recreation Facilities.

1.2 Private Contribution of Funds. The Parties acknowledge that the Town has obtained from West Eagle Ranch, LLC the sum of \$350,000.00 for the planning, design, and construction of the Recreation Facilities. In addition, the Parties acknowledge that the Town expects to obtain approximately \$200,000.00 in other private donations and grants for construction of Recreation Facilities.

1.3 Town's Initial Contribution of Funds. In addition to obtaining the financing set forth in Section 2.1, the Town shall appropriate the remaining balance of funds necessary to complete the planning, design, construction, furnishing, and equipping of the Recreation Facilities.

1.4 Final Calculation of the Parties Contribution of Funds. Final cash contributions by the parties shall be determined by subtracting from the total cost for the planning, design, construction, fixtures, furnishing and equipping of the Recreation Facilities, the amount of financing as set forth in Section 2.1, and any private cash contributions, donations and grants received including amounts received from West Eagle Ranch, LLC. Each party shall pay one-half (½) of such remaining balance. Any additional payments or adjustments to amounts previously contributed, and reimbursements from one party to another, as appropriate, shall be made within thirty (30) days following certification of the total project cost, as set forth in Section 3.2, and as agreed to by both Parties.

1.5 District's Contribution of Funds for Remodel. Apart from the annual financing obligation for the debt service, as detailed in Subsection 2.2.1, the District shall provide the Town a total of \$ 2,125,000.00 for the planning, design, construction, furnishing, and equipping of the Remodel. The Town will issue quarterly invoices to the District, covering 50% of all expenditures incurred. The District is required to remit payment within thirty (30) days of invoice receipt.

1.6 Town's Contribution of Funds for Remodel. In addition to obtaining the financing set forth in subsection 2.1 herein, the Town shall contribute no more than \$2,125,000.00 to complete the planning, design, construction, furnishing, and equipping of the Remodel.

SECTION 2 FINANCING OF RECREATION FACILITIES

2.1 Town's Obligation to Obtain Financing for Initial Construction. The Parties acknowledge that the Town has obtained the necessary Financing to complete construction of the Recreation Facilities in the amount of \$2,537,500.00. The Town has entered into a Ground Lease Agreement and Lease/Purchase Agreement with Wells Fargo Brokerage Services, LLC whereby the Town has leased the property upon which the New Town Hall is being constructed, located at 200 Broadway, Eagle, Colorado, to secure such Financing, and has further entered into a Lease/Purchase Agreement with Wells Fargo Brokerage Services, LLC whereby the Town is obligated to repay such amount, together with applicable interest, to Wells Fargo Brokerage Services, LLC. A schedule of the installment amounts to be paid by the Town under such Financing, including principal and interest, is attached hereto as **Exhibit B**, and incorporated herein by this reference.

2.1.1 Town's Obligation to Obtain Financing for Remodel. The parties acknowledge that the Town will secure the required financing to complete the Remodel, with target net proceeds (Project Fund) of \$9,000,000.00. Once the financing is secured, a schedule of installment amounts to be paid by the Town under such Financing, including principal and interest, will be provided to the District.

2.2 District's Financial Participation for Initial Construction. The District shall pay to the Town the principal amount of \$1,268,750.00, together with applicable interest, which the Town shall use for repayment of the Financing obtained to construct the Recreation Facilities. Said amount shall be paid to the Town in bi-annual installment principal and interest payments equal to one-half (½) of the payments. The District shall make such payments no later than seven (7) days prior to the due dates. Nothing contained herein shall be construed to prohibit the District from prepaying any remaining principal balance of its obligation at any time without penalty.

2.2.1 District's Financial Participation in Remodel. The District shall pay to the Town fifty percent (50%) of the annual debt service amounts including all premiums, interest, and administrative fees, which the Town shall use for repayment of the Financing obtained for the Remodel. Said amount shall be paid to the Town in bi-annual installments equal to one-half (1/2) of the payments in the schedule provided to the District by the Town. The District shall promptly make such payments no later than seven (7) days prior to the due dates shown in the debt schedule. Nothing contained herein shall be construed to

prohibit the District from prepaying any remaining principal balance of its obligation at any time without penalty.

2.3 Termination by District Upon Non-Appropriation. The District shall have the right to terminate this Agreement, in whole but not in part, at the end of any fiscal year of the District, in the manner set forth in this subsection, by failing to appropriate money sufficient for the continued performance of the requirements set forth in Section 2.2 after the end of such fiscal year. The District may effect such termination by giving the Town a written notice of termination as provided in this subsection and by paying to the Town any amounts which are due and have not been paid at or before the end of its then current fiscal year. In the event of termination of this Agreement as provided in this Section, the District shall deliver possession of the Recreation Facilities to the Town and shall convey to the Town or release all of its right, title and interest in the Recreation Facilities, including all additions, modifications, fixtures and associated equipment and personal property purchased jointly by the parties, for no additional consideration, within ten (10) days after the termination of this Agreement.

2.3.1 Upon termination of this Agreement as provided in this subsection, the District shall not be responsible for the Financing payments coming due with respect to succeeding fiscal years, but if the District has not delivered possession of the Recreation Facilities to the Town and conveyed to the Town or released its interest in the Recreation Facilities within ten (10) days after the termination of this Agreement, the termination shall nevertheless be effective, but the District shall be responsible for the payment of damages in an amount equal to the amount of payments thereafter coming due under subsection 2.2 of this Section which is attributable to the number of days after such ten (10) day period during which the District failed to take the required actions, and for any other loss suffered by the Town as a result of the District's failure to take such actions. The District shall provide to the Town a notice of any affirmative action by the District's governing body to not appropriate funds or to otherwise determine not keep this Agreement in full force and effect within ten (10) days of the taking of such action. Failure of the District to provide such notice or failure to otherwise notify the Town of any action or failure of action shall not effect any termination provided for herein.

SECTION 3

CONSTRUCTION AND REMODEL OF RECREATION FACILITIES

3.1 Town to Construct Recreation Facilities. The Town shall cause the Recreation Facilities to be constructed as hereinafter provided in accordance with all architectural drawings, plans, specifications and construction documents prepared for the Town (the "Construction Documents") and approved by the parties for the Recreation Facilities, subject to reasonable change orders. Any change orders issued pursuant to the Construction Documents in the amount of \$5,000.00 or more shall be approved by both Parties. Any such change orders in amounts of less than \$5,000.00 shall be issued upon approval of the Town only. The Town agrees that in order to effectuate the purposes of this Agreement, it will make, execute, acknowledge and transmit any and all contracts, orders, receipts, writings and instructions with any other persons, firms or corporations, and in general do all things which may be necessary or proper for the construction of the Recreation Facilities. The Town shall have the full power to carry out the acts and agreements provided for in this Section, and such power is granted and conferred to the Town and shall not be terminated or restricted by the District except as otherwise provided in this Section.

Construction shall be completed in full compliance with all applicable federal, State, and local laws, rules, and regulations.

3.2 Payment and Timing. The Town agrees to construct the Recreation Facilities through the application of monies previously paid by the Parties, or to be paid by the parties under the terms of this Agreement, and private contributions, donations or grants obtained by the Parties for such purposes. Construction of the Recreation Facilities shall be substantially completed no later than May 31, 2003 contingent upon construction commencing July 15, 2002, using such funds.

3.3 Costs. The Town represents that, based upon an examination of estimated planning, design, construction, furnishing and equipping costs, the Recreation Facilities can be completed for the approximate amount of \$5,200,000.00. If the total cost of change orders exceeds five percent (5%) of the contract price set forth in the Contract Documents, the Town shall select any one or a combination of the following options:

3.3.1 The Town shall cause the construction of the Recreation Facilities to be modified as may be necessary in order to bring the cost of construction within the original contract price plus five percent (5%) of such price; or

3.3.2 The Town shall make available additional funds necessary to cover any costs in excess of the original contract price plus five percent (5%) of such price; or

3.3.3 The Parties shall mutually agree to each make available additional amounts necessary to cover such costs in excess of the original contract price plus five percent (5%) of such price.

3.4 Completion of Construction. Upon the substantial completion of the construction of the Recreation Facilities, the Town shall deliver a certificate to the District determining that, based upon the representations of the contractors and architect for the construction of the Recreation Facilities, and except for any amounts estimated by the Town to be necessary for payment of any costs of construction of the Recreation Facilities not then due and payable, the Recreation Facilities have been substantially completed in accordance with the plans and specifications approved by the parties, as may be modified by change orders, and this Agreement and all costs of construction for the Recreation Facilities have been paid. Notwithstanding the foregoing, such certificate shall not, and shall state that it does not, prejudice any rights against third parties which exist on the date of such certificate or which subsequently come into being.

3.5 Town to Remodel. The Town shall cause the Remodel to occur. Any change orders issued pursuant to the Construction Documents in the amount of \$10,000.00 or more shall be approved by both parties. Any such change orders in amounts of less than \$10,000.00 shall be issued upon approval of the Town only. The Town agrees that in order to effectuate the purposes of this Agreement, it will make, execute, acknowledge and transmit any and all contracts, orders, receipts, writings and instructions with any other persons, firms or corporations, and in general do all things which may be necessary or proper for the Remodel. The Town shall have the full power to carry out the acts and agreements provided for in this Section, and such power is granted and conferred to the Town and shall not be terminated or restricted by the District except as otherwise

provided in this Section. The Remodel shall be completed in full compliance with all applicable federal, State, and local laws, rules, and regulations.

3.6 The Town agrees to cause the Remodel through the application of monies previously paid by the parties, or to be paid by the parties under the terms of this Agreement, and private contributions, donations or grants obtained by the parties for such purposes. The Remodel shall be substantially completed no later than May 2025 contingent upon repairs commencing June 2024, using such funds.

3.7 The Town represents that, based upon an examination of estimated planning, design, construction, furnishing and equipping costs, the Remodel can be completed for the approximate amount of \$13,250,000.00. In the event the total cost of change orders exceeds five percent (5%) of the contract price set forth in the Contract Documents, the Town shall select any one or a combination of the following options:

3.7.1 The Town, in consultation with the District, shall cause the Remodel to be modified as may be necessary in order to bring the cost of repairs within the original contract price plus five percent (5%) of such price; or

3.7.2 The Town shall make available additional funds necessary to cover any costs in excess of the original contract price plus five percent (5%) of such price; or

3.7.3 The Parties shall mutually agree to each make available additional amounts necessary to cover such costs in excess of the original contract price plus five percent (5%) of such price.

3.1 Completion of Remodel. Upon the substantial completion of the Remodel, the Town shall deliver a certificate to the District determining that, based upon the representations of the contractors and architect for the Remodel, and except for any amounts estimated by the Town to be necessary for payment of any costs of Remodel not then due and payable, the Remodel has been substantially completed in accordance with the plans and specifications approved by the parties, as may be modified by change orders, and this Agreement and all costs of Remodel have been paid. Notwithstanding the foregoing, such certificate shall not, and shall state that it does not, prejudice any rights against third parties which exist on the date of such certificate or which subsequently come into being.

3.4 Construction and Remodel Documents. The Town shall have and keep on file and available for inspection by the District copies of the Construction Documents for the Remodel throughout the term of this Agreement as such Construction Documents become available to the Town. Neither the Construction Documents nor any change or amendment thereto shall (i) cause the Recreation Facilities to be used for any purpose prohibited hereby or by the Constitution, statutes, laws, rules and regulations of the State or any political subdivision thereof; (ii) result in a material reduction in the value of the Recreation Facilities; or (iii) adversely affect the ability of the parties to meet their obligations hereunder.

3.5 Default. In the event of any material default by a contractor under any of the Construction Documents for the Remodel, or in the event of a material breach of warranty with respect to any materials, workmanship, or performance, the Town shall promptly proceed, either

separately or in conjunction with others to pursue diligently its remedies against such contractor, vendor and/or against each surety of any bond securing the performance of such Construction Documents. The Town shall have the right to determine the remedies to be exercised against any such contractor or surety. Provided, however, if the Town for any reason fails to pursue such remedies, the Town shall assign its rights under the Construction Documents to pursue remedies against such contractor, vendor and/or each surety of any bond securing performance to the District and the District may then pursue such remedies. The net proceeds of any amounts recovered byway damages, refunds, adjustments or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery, including without limitation, attorney's fees and costs, and after reimbursement to the Town of any amounts previously paid by the Town and not previously reimbursed to the Town for correcting or remedying the default or breach of warranty which gave rise to the proceeding against the contractor or surety, shall be paid into the Capital Reserve Fund established under Section 6.

SECTION 4

OWNERSHIP AND OPERATION OF RECREATION FACILITIES

4.1 Conveyance to the District of Interest in Recreation Facilities. Within thirty (30) days following substantial completion of construction of the Recreation Facilities, the Town shall, by bill of sale, convey a one-half (½) interest in the Recreation Facilities so constructed, together with all fixtures and associated equipment, furnishings and personal property, free of any liens or encumbrances, to the District. Title to the ground upon which the Recreation Facilities are constructed shall not be conveyed to the District, and the Town shall retain full fee simple title to such ground.

4.2 Operation of Recreation Facilities. Upon conveyance of a one-half (½) interest in the Recreation Facilities to the District as set forth in Section 4.1, the District shall be solely responsible for operating, managing and maintaining the Recreation Facilities as hereinafter set forth:

4.2.1 The District shall operate appropriate seasonal recreation programs within the Recreation Facilities and shall make reasonable efforts to utilize such Facilities to the fullest degree possible. The District shall present annually to the Town a plan for recreation programing to permit the Town to give comments to the District of such plan.

4.2.2 The District shall institute reasonable user rates for all residents of the District.

4.2.3 All program fees and user fees associated with use of the Facilities during the term of this Agreement shall accrue to the District.

4.2.4 Except as otherwise provided in this subsection, the District shall pay all utilities and ordinary on-going maintenance expenses, including maintenance of the development landscaped areas connected with the Recreation Facilities without contribution by the Town. Each party shall pay one half (½) of the water service use fees for water service to the Recreation Facilities. The Town, without contribution by the District, shall also provide snow removal services and make minor pavement repairs, as

needed, to the entry way and parking area for the Recreation Facilities. The parties, shall mutually agree on the performance requirements for maintenance and upkeep of the Facilities.

4.2.5 All costs associated with the operation of the Recreation Facilities, including operation of the recreation programs within the Facilities, shall be borne by the District.

4.2.6 The District, at its sole cost and expense, shall keep and maintain the Recreation Facilities in a good and sanitary condition as required by State law and local ordinances and comply with fire, safety, health, environmental, building, anti-discrimination and all other laws regarding use of the Recreation Facilities.

4.2.7 The District shall keep and maintain the Recreation Facilities, including heating, cooling and electrical apparatus, wiring, other fixtures, machinery, and equipment, doors, floors, walls and ceilings in good condition and repair. Extraordinary Capital Outlays for repair and replacement of the Recreation Facilities, including fixtures, and associated furnishings, equipment and personal property jointly owned by the parties, shall be shared by the District and the Town equally as further provided in this Agreement. For purposes of this Agreement, the term "Extraordinary Capital Outlays" shall be deemed to include individual repairs and replacements in the amount of at least \$5,000.00. The District shall not be under any obligation to renew, repair or replace obsolete, worn out, or inadequate equipment requiring Extraordinary Capital Outlays without contribution from the Town.

4.2.8 The District shall neither commit nor permit any disorderly conduct, unreasonable noise or nuisance whatsoever about the Recreation Facilities having a tendency to unreasonably annoy or disturb other persons on adjacent properties.

4.2.9 The District shall not permit the Recreation Facilities or the walls or floors thereof to be endangered by overloading, nor use the Recreation Facilities for any purpose which would render the insurance thereon void or the insurance risk more hazardous.

4.2.10 The District shall not, except as commercially and reasonably necessary to conduct the business of operating the Recreation Facilities, cause or permit any hazardous material to be brought upon, kept, or used in or about the Recreation Facilities by the District, the District's agents, employees, volunteers, contractors or invitees. Any hazardous materials necessarily used by the District shall be handled, stored and maintained in accordance with any applicable laws and regulations. As used herein, the term "hazardous material" means any hazardous or toxic substance, material or waste which is or becomes regulated by a local, State or federal government authority. The term "hazardous material" includes, without limitation, (i) any material or substance that is defined as a "hazardous substance" or "hazardous waste" under law; (ii) petroleum; (iii) asbestos; or (iv) any material that is defined as a "regulated substance."

4.2.11 The Town shall be entitled to use the Recreation Facilities for its own purposes and events open to the invitees of the Town or the general public ten (10) calendar

days each year, provided that such use shall not inure to the benefit of a private entity. The Town shall give the District at least sixty (60) days advance written notice of the dates and times it intends to use the Recreation Facilities. The Town shall make every reasonable effort to reserve days for its use that are compatible with the District's scheduling of recreation programming and activities.

4.2.12 Any persons employed by, or any volunteers used by, the District for the operation and management of the Recreation Facilities, including the operation of recreation programs within the Facilities, shall be deemed employees and volunteers of the District and shall not be considered employees or volunteers of the Town for any purpose.

4.2.13 In operating and managing the Recreation Facilities, the District shall not discriminate against any employee, volunteer, or invitee because of race, color, religion, age, sex, disability or national origin. The District shall at all times be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, (ADA), as enacted and from time to time amended, and any other applicable federal, State or local laws and regulations. In the event compliance with the ADA requires an Extraordinary Capital Outlay as defined in Section 4.2.7, such costs shall be shared equally by the parties or paid from the Capital Reserve Fund established pursuant to Section 6 below.

SECTION 5 NON-PROFIT CORPORATION

5.1 Formation of Non-Profit Corporation. Within sixty (60) days following the execution of this Agreement, the parties shall cause a non-profit corporation (the "Non-Profit Corporation") to be formed under the Colorado Revised Non-Profit Corporation Act. The purposes of such corporation shall be (i) to make recommendations regarding additions, alterations or modifications to the Recreation Facilities; (ii) make recommendations to the parties regarding programming and usage of the Recreation Facilities; (iii) determine the need for Extraordinary Capital Outlays for the repair and replacement of the Recreation Facilities including any existing additions, alterations, fixtures, furnishings, equipment, and personal property purchased jointly by the parties for use in the Recreation Facilities; (iv) administer the Capital Reserve Fund established pursuant to Section 6 by making expenditures reasonable and necessary for the repair and replacement of the Recreation Facilities, including any existing additions, modifications, and alterations thereto, and all fixtures and machinery, equipment, and personal property purchased for use in the Recreation Facilities; and (v) any additional purposes mutually agreed to by the parties.

5.2 Board of Directors. The Articles of Incorporation and Bylaws of the Non-Profit Corporation shall provide that each Party shall appoint two (2) members of the Board of Directors of the Non-Profit Corporation (the "Non-Profit Board") for a two (2) year term. The four (4) members of the Non-Profit Board appointed by the Parties shall then select, by majority vote, a fifth member to serve on the Non-Profit Board for a term of two (2) years. Any person may be reappointed for successive terms. In the event the four (4) members of the Non-Profit Board appointed by the Parties cannot agree on the selection of the fifth member, said selection shall be made by a neutral third party selected by the Parties. In the event a vacancy occurs on the Non-

Profit Board due to the death or resignation of a member, such vacancy shall be filled in the same manner set forth for the appointment of the member creating the vacancy.

5.3 Operating Budget. On or before August 15 of each of year, the Non-Profit Board shall approve a proposed budget for the non-profit corporation, including operational expenditures for the corporation and professional fees for the subsequent calendar year. The term "operational expenditures" shall not include expenditures from the Capital Reserve Fund set forth in Section 6. Within seven (7) days following adoption of such proposed budget, the Non-Profit Board shall give notice of the adopted budget to each of the Parties, together with a request for an appropriation of an amount necessary to fund the proposed budget. If the proposed budget is approved by the Parties, each Party shall pay to the Non-Profit Corporation one-half (½) of the amount requested by the Non-Profit Board on or before January 15 of the following year, provided all payment obligations under this subsection shall at all times be subject to annual appropriation by the Parties as set forth in Section 14. In the event either Party does not approve of the proposed budget submitted by the Non-Profit Corporation, representatives from the Non-Profit Corporation and each of the Parties will hold at least one in-person meeting to discuss the proposed budget prior to December 31 and will, in good faith, use their best efforts to reach an agreement on a proposed budget and to remit payment consistent with the agreed-upon budget on or before January 15 of the following year.

5.4 Dissolution. The Non-Profit Corporation may be dissolved at any time by a majority vote of the Non-Profit Board. In the event this Agreement is terminated by either Party, the Non-Profit Corporation shall be dissolved, with proper notice of dissolution delivered to the Colorado Secretary of State, the Internal Revenue Service, and any other entities that require notice of such dissolution.

SECTION 6 CAPITAL RESERVE FUND

6.1 Creation. The Non-Profit Board shall create a Recreation Facilities Capital Reserve Fund, in accordance with generally accepted accounting principles, for the funding of Extraordinary Capital Outlays reasonably and necessarily incurred for the repair and replacement of the Recreation Facilities, including any existing modifications or additions thereto, and all existing fixtures, furnishings, and equipment purchased for use in the Recreation Facilities.

6.2 Contributions. Unless otherwise agreed upon by the Town and the District, on or before February 1 of each year, each party shall contribute the minimum sum of \$50,000.00 to the Capital Reserve Fund for Extraordinary Capital Outlays for necessary repairs and replacement related to the health and long-term maintenance of the Recreation Facilities, including any existing additions or modifications thereto, as well as existing fixtures, furnishings, equipment and personal property used for the Recreation Facilities. The Capital Reserve Fund shall not be used for new improvements, modifications or additions to the Recreation Facilities.

6.2.1 If a Party fails to deposit its corresponding share to the Capital Reserve Fund within the time provided, as a result of which the other party is required to advance from its own funds the non-contributing Party's contribution, such non-contributing party shall

pay to the Party who made the advance of funds such amount together with interest at the rate of 18% per annum on the amount advanced by the other Party.

6.3 Obligations Subject to Annual Appropriation. The financial obligations of the Parties pursuant to this subsection are subject to annual appropriations by each of the Parties. However, if a Party fails to appropriate the amounts required by this subsection, the other Party may elect to terminate this Agreement and treat the non-appropriation as an offer by the non-contributing party to sell its interest in the Recreation Facilities and give written notice to that effect to the non-contributing party. If the Town is the non-contributing Party, such offer to sell shall be deemed to also include an offer to lease to the District the real property upon which the Recreation Facilities are located for the sum of \$1.00 per year for the maximum term then permitted by law.

6.4 Valuation of Recreation Facilities in Agreement Termination. In determining the selling price of the non-contributing Party's interest in the Recreation Facilities, the purchase price of the Recreation Facilities shall be based upon the initial valuation as of the date of substantial completion of the Recreation Facilities. After one (1) year, and each year thereafter, the Parties shall review and agree upon a stipulated value. Such agreement on valuation shall be in writing and shall be attached to this Agreement as an endorsement. The form of the endorsement shall be as follows: "The Town of Eagle, Colorado and the Mountain Recreation Metropolitan District (formerly known as the Western Eagle County Metropolitan Recreation District) agree that the value of the Recreation Facilities that are the subject matter of the Agreement, dated _____, is \$ _____. " If the Parties fail to review and agree on a new valuation, the most recent agreed upon valuation shall apply. The selling price shall be determined by multiplying the percentage of the total contributions made under this Agreement by the selling party times the valuation of the Recreation Facilities as set forth herein. Upon demand by the contributing Party under such circumstances, the non-contributing Party shall convey all of its right, title and interest in the Recreation Facilities, together with all additions and modifications thereto, and all fixtures, furnishings, equipment, and personal property therein jointly owned by the Parties, to the contributing Party for the purchase price established under this subsection. In addition, if the Town is the non-contributing Party, the Town shall lease to the District the real property upon which the Recreation Facilities are located for the sum of \$1.00 per year for the maximum term then permitted by law, or such lesser term as agreed upon by the District.

6.5 Appropriation. From time to time, as deemed necessary and appropriate for the preservation of the purposes, value and useful life of the Recreation Facilities, the Non-Profit, in its sole discretion, may appropriate sufficient funds for Extraordinary Capital Outlays for necessary repairs and replacement of the Recreation Facilities, including any existing additions or modifications thereto, as well as the fixtures, furnishings, equipment, and personal property jointly owned by the parties and used in the Recreation Facilities from the Capital Reserve Fund. If additional funds are needed for such purposes thereafter, each Party shall pay one-half (½) of such additional funds, as determined necessary by the Board of Directors, to the Capital Reserve Fund. Upon appropriation of such funds, the Non-Profit Corporation together with the Parties shall obtain such repairs to or replacements of the Recreation Facilities.

6.5.1 Capital Reserve Fund Committee. If the Non-Profit Corporation dissolves pursuant to Section 5.4 or is otherwise unable to carry out its duty to appropriate sufficient

funds for Extraordinary Capital Outlays, a Capital Reserve Fund Committee shall be formed to appropriate the funds. The Committee shall consist of six (6) individuals: two (2) members of the Eagle Town Council; two (2) members of the District's Board of Directors; the Eagle Pool & Ice Rink Facility Manager; and one (1) employee of the Town's Works Department.

SECTION 7 IMPROVEMENTS, ALTERATIONS, AND ADDITIONS

Neither Party shall, without the prior written consent of the other Party, make any alterations, improvements, or additions to the Recreation Facilities. Unless otherwise agreed by the Parties, all costs for any alterations, improvements, or additions to the Recreation Facilities shall be borne equally by the Parties. The Capital Reserve Fund established pursuant to Section 6 shall not be used for the initial construction of any alterations, improvements, or additions, but may be used for the repair or replacement of existing alterations, improvements, or additions.

SECTION 8 COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS

In operating and managing the Recreation Facilities, the District shall observe all applicable laws, regulations, ordinances and orders of the United States, the State of Colorado and any agencies and political subdivisions thereof, and each department or agency thereof, applicable to this Agreement and the Recreation Facilities. The District shall have the right to contest by appropriate procedures the adoption, validity or applicability of any laws, regulations, ordinances and orders referred to in this Section and to delay compliance therewith, without violating the provisions of this Section, if the Town consents in writing.

SECTION 9 MORTGAGES OR OTHER ENCUMBRANCES

Neither Party shall mortgage or otherwise encumber such Party's share or interest in the Recreation Facilities without the prior written consent of the other, if such other Party still owns an interest in the Recreation Facilities, and any attempt to do so without such consent (which consent may be withheld at the sole discretion of the applicable Party) shall be deemed void *ab initio* and of no legal force or effect.

SECTION 10 NO WARRANTY OF SUITABILITY

The Town does not make any warranty, either expressed or implied, as to the design or capacity of the Recreation Facilities, as to the suitability of the design or capacity for operation by the District of the Recreation Facilities, or that they will be suitable for the District's purposes or needs.

SECTION 11 INDEMNIFICATION

To the fullest extent permitted by law, the District agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, death, loss, or damage, which arise out of or are connected with the District's operation, management, use, or ordinary maintenance of the Recreation Facilities, if such injury, death, loss or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the District, or any contractor of the District, or any officer, employee, volunteer, agent or invitee of the District, or any other person for whom the District is responsible. The District shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all such other costs and expenses related thereto, including court costs and attorney (including legal assistant) fees. The District's indemnification obligation shall not be construed to extend to any injury, loss or damage which is caused by the act, omission or other fault of the Town or of unrelated third parties.

SECTION 12 INSURANCE

12.1 Insurance Obtained by District. The District agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The District shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of the commencement of the District's occupancy of the Recreation Facilities. If the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage.

12.1.1 Workers' compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any District employee engaged in the performance of work in or about the Recreation Facilities.

12.1.2 Comprehensive general liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.

12.2 Insurance Obtained by Town. The Town agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Town shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Such coverage shall be procured and maintained with forms and insurers acceptable to the District. Coverage shall be continuously maintained from the date of substantial completion of construction of the Recreation Facilities.

12.2.1 Fire and extended coverage insurance (including coverage against loss or damage by fire, wind, lightning, extended coverage perils, vandalism and malicious

mischievous) on the Recreation Facilities and all structures, improvements, fixtures, machinery and equipment constituting the Recreation Facilities, other than building foundations and excavations, on a replacement costs basis to the extent of the full insurable value of the property to be so insured (without deduction for depreciation, architectural, engineering, legal or administrative fees), together with broad form boiler and machinery insurance on all equipment and objects customarily covered by such insurance and providing for full repair and replacement cost coverage. Any such policy may provide that the policy does not cover the first \$25,000 of loss, with the result that the parties are their own insurer to that extent.

12.3 General Provisions. Each policy other than the workers' compensation policy shall be endorsed to include the other Party, and its officers and employees, as additional insureds. Every policy shall be primary insurance and any other insurance carried by the parties, its officers, or its employees, shall be excess and not contributory insurance to that provided by the other Party. Each certificate of insurance shall identify the Recreation Facilities and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to the additional insured. If the words "endeavor to" appear in the portion of the Certificate addressing cancellation, those words shall be stricken from the Certificate by the agent completing the Certificate. Each Party reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

12.3. Failure on the part of a Party to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of Agreement, upon which the other party may immediately terminate the Agreement, or at its discretion, may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by such party shall be repaid by the other Party upon demand.

12.4 Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the Parties or their employees, officials, or attorneys may have under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended.

SECTION 13 DAMAGE OR DESTRUCTION OF RECREATION FACILITIES

13.1 Damage or Destruction. If the Recreation Facilities are damaged or partially or totally destroyed by fire, flood, wind storm or other casualty at any time during the term of this Agreement, the parties shall proceed to repair, rebuild or restore the property damaged or destroyed to the same or better condition with any changes, deletions, alterations and modifications agreed upon by the Parties. The Parties shall apply so much as may be necessary of the net proceeds of insurance received by the Parties to payment of the costs of any such repair, rebuilding or restoration. In the event such net proceeds are not sufficient to pay in full the costs of any such repair, rebuilding or restoration, the Non-Profit Corporation may appropriate funds from Capital Reserve Fund established pursuant to Section 6 of this Agreement for such purposes. If the net proceeds from the fire and extended coverage insurance together with any funds from the Capital Reserve Fund are insufficient to complete the work, the Parties shall, subject to a valid appropriation, contribute in equal amounts the additional funds necessary to repair or restore the

Recreation Facilities. If there are net proceeds from the Parties' insurance remaining at the completion of, and payment for, any such repairs, rebuilding or restoration, such remaining funds shall be deposited into the Capital Reserve Fund.

13.2 Specific Facilities. If more than fifty percent (50%) of the swimming pool facility or ice rink facility is damaged or destroyed, said facility shall not be repaired, rebuilt or restored unless both parties to this Agreement agree to do so. If both Parties do not agree to repair, rebuild or restore the facility pursuant to this Section, the net proceeds from the Parties' fire and extended coverage insurance shall be applied to the following in order of priority: (i) payment of any outstanding balance owed on the Financing obligation; (ii) demolition, removal of existing property, and restoration of the surface of the property in compliance with all applicable laws and regulations; (iii) distribution to the Parties. Any distribution to the Parties shall be based on the percentage of the total each Party has contributed pursuant to Sections 2 and 6.

SECTION 14 TERM OF AGREEMENT

14.1 Initial Term; Renewal. This Agreement shall remain in full force and effect for a period of fifteen (15) years from the date it is executed by the Town and the District. Thereafter, such Agreement shall be automatically renewed for an additional one (1) year period on each anniversary date of the Agreement unless a Party provides the other Party at least one hundred eighty (180) days advance notice of its intent not to renew this Agreement. The decision not to renew this Agreement shall be treated as an offer by the non-renewing Party to sell its interest in the Recreation Facilities. If the Town is the non-renewing party, such offer to sell shall be deemed to also include an offer to lease to the District the real property upon which the Recreation Facilities are located for the sum of \$1.00 per year for the maximum term then permitted by law. The property shall be valued pursuant to Section 6.4.

14.2 Purchase. Following the initial term, a party may purchase the other Party's interest in the Recreation Facilities upon such terms as are mutually agreed upon by the Parties.

SECTION 15 DEFAULT AND REMEDIES

15.1 Events of Default. The following shall constitute "events of default" under this Agreement:

15.1.1 Either Party fails to pay any amount required under this Agreement when due; or

15.1.2 If either Party defaults in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in this Agreement, and such default continues for a period of sixty (60) days after written notice, specifying such default and requiring the same to be remedied, given by the non-defaulting party to the defaulting party.

15.2 Force Majeure. The provisions of Section 15.1.2 are subject to the following limitations: if by reason of force majeure, a Party is unable in whole or in part to carry out its

obligations under this Agreement, such Party shall not be deemed in default during the continuance of such disability. The term "force majeure" as used herein includes the following: acts of god; strikes; lockouts or other employee disturbances; acts of public enemies; orders of any kind of the government of the United States or the State of Colorado or any of their departments, agencies, political subdivisions or officials; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; floods; droughts; restraint of government and people; civil disturbances; explosions, breakage or accident to machinery or transmission pipes; partial or entire failure of utilities; fuel shortage; unavailability of materials; or any other cause or event not reasonably within the control of a Party.

15.3 Extended Cure Period. The provisions of Section 15.1.2 are subject to the further limitation that if the default can be remedied, but not within a period of sixty (60) days after notice, and if a Party has taken all action reasonably possible to remedy such default within such sixty (60) day period, the default shall not become an event of default for so long as such Party diligently proceeds to remedy such default in accordance with any directions or limitations of time made by the other Party, not to exceed one hundred eighty (180) days.

15.4 Remedies. If an event of the default occurs, this Agreement may be terminated at the option of the non-defaulting Party. Any declaration of termination of this Agreement, subject to Section 16 below, shall be effective only after and upon a resolution to that effect duly authorized by the Eagle Town Council or the District's Board of Directors. All rights concerning remedies shall survive termination of this Agreement. In addition, the Parties shall have all rights available at law or in equity to enforce the terms of this Agreement.

SECTION 16 ALTERNATIVE DISPUTE RESOLUTION

Purpose. The Parties desire to encourage the amicable resolution of disputes involving the Recreation Facilities and this Agreement without the emotional and financial costs of litigation.

16.1 Notices of Claim. Prior to providing notice to the other party that a party intends to terminate this Agreement, and prior to filing a legal action in a court, a Party having a Claim (the "Claimant") against the other party (the "Respondent") shall notify the Respondent in writing stating plainly and concisely:

16.1.1 The nature of the Claim including the persons involved and Respondent's role in the Claim;

16.1.2 The legal and factual basis of the Claim;

16.1.3 Claimant's proposed remedies; and

16.3.4 That the Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

16.4 Negotiation. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If the Parties do not

negotiate a settlement, either Party may proceed to exercise its legal remedies set forth under Section 15 of this Agreement.

SECTION 17 MISCELLANEOUS PROVISIONS

17.1 Representations. Each Party makes the following representations:

17.1.1 The execution and delivery of this Agreement and the performance of all covenants and agreements contained herein are authorized by the Constitution and laws of the State of Colorado and the performance of this Agreement by the parties is authorized as required by law.

17.1.2 There is no litigation pending or, to the best of each Party's knowledge, threatened against either of the Parties relating to the construction, financing and operation of the Recreation Facilities or the Remodel, or to this Agreement, or questioning the organization, powers or authority of each Party.

17.1.3 The execution of this Agreement and the performance of the obligations hereunder will not constitute a material breach of, or default, under any contract, agreement, bond, debenture, note or other evidence of indebtedness to which either party is a party or by which it is bound.

17.2 Waiver of Defects. In executing this Agreement, the District 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.

17.3 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 both Parties. 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 District. The District's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Town.

17.4 Complete Agreement. This Agreement contains all of the understanding, conditions and agreements between the Parties relating to construction, financing, management, operation, ownership and use of the Recreation Facilities and the Remodel, and no other prior or current representation, oral or written, shall be effective or binding upon the Parties.

17.5 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 hearings pursuant to any law required to authorize their execution of this Agreement have been made.

17.6 Amendments. This Agreement may be amended from time to time by written agreement duly authorized by both Parties.

17.7 Notices. All notices required or given by the terms of this Agreement shall be made by first-class U.S. mail, postage prepaid, to the addresses listed below. All notices shall be effective three (3) days after mailing. These addresses shall remain valid until notice of a change of address is given in accordance herewith.

If to the Town:	Town Council of the Town of Eagle P.O. Box 609 Eagle, Colorado 81631 Attn: Town Manager
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If to the District:	Mountain Recreation Metropolitan District PO Box 1891 Edwards, CO 81632
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With a copy to:	Spencer Fane, LLP 1700 Lincoln Street, Suite 2000 Denver, CO 80203-4538 Attn: Ronald L. Fano Attorney at Law
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17.8 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.

17.9 Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement will be deemed to be proper only if such action is commenced in the District Court for Eagle County, Colorado. The Parties expressly waive their right to bring such action in or to remove such action to any other court, whether State or Federal.

17.10 Rights of Persons Not a Party. No person or entity who or which is not a Party will have any right of action under this Agreement.

17.11 Provisions Deemed Severable. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

17.12 Assignment, Conveyance Prohibited. This Agreement shall not be assigned, in whole or in part, by any Party without the written consent of the other Party.

17.13 Liabilities of Parties. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the parties, nor the breach thereof, nor the issuance and sale of any securities by either Party, shall constitute or create an indebtedness or other financial obligation of the Party within the meaning of any Colorado Constitutional provision or statute. Neither Party shall have any obligation whatsoever to repay any debt, financial obligation or liability of the other Party.

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

17.15 Execution of Other Documents. The Parties agree to execute any additional documents and to take any additional actions necessary to carry out the terms of this Agreement.

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

**MOUNTAIN RECREATION
METROPOLITAN DISTRICT**

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this _____ day of _____, 2024, by _____ as _____ of the Mountain Recreation Metropolitan District.

My Commission expires:

(SEAL)

Notary Public



To: Mayor Turnipseed and Town Council

From: Ryan Johnson, Town Engineer

Date: May 14, 2024

Agenda Item: Resolution 33, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Mayor to execute the Construction Contract with GM Asphalt Repair LLC for the 2024 Street Resurfacing Project"

REQUEST: Staff requests the Council's Authorizing the Mayor to execute the Construction Contract with GM Asphalt Repair LLC. For the construction of the 2024 Town of Eagle Street Resurfacing Project.

BACKGROUND: Staff advertised for bidders for the 2024 Street Resurfacing project on BidNet. On May 2, 2024, the Town opened bids. One bid was received:

1. GM Asphalt Repair LLC: \$672,554.50

After the bid opening, Staff is recommending including a force account item to cover project contingency. The total approved contract amount using the original bid unit prices plus a \$25,000 contingency force account line item is \$697,554.50

The streets that will be paved this year include Chambers Ave from the Roundabout with Eby Creek to the access drive with 1050 Chamber Ave, and Marmot Lane. ADA ramp improvements will be improved during the resurfacing work.

The final construction contract documents are being finalized with GM Asphalt Repair LLC and will be available in the following week for execution by the mayor.

ANALYSIS: Public Works prepared an estimate for the project. The 360 Paving, LLC bid was within 3% of the estimate.

COMMUNITY INPUT: Not required.

BUDGET/STAFF IMPACT: In FY 2024 Streets Fund, the Town has budgeted \$735,000 for Street Resurfacing and \$30,000 in the Capital Improvement Fund - ROW Improvements for Handicap Ramps ADA replacement. Expenses incurred under this agreement will be paid from those funds.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: This project aligns with the Town's 2024 Goal/Strategic Plan of completing a street resurfacing project, ADA improvements, and bus shelter improvements which is consistent with the Strategic Plan Major Objective of Match Infrastructure To Quality Of Life.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to approve: Resolution 33, Series 2024 “A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Mayor to execute the Construction Contract with GM Asphalt Repair LLC for the 2024 Street Resurfacing Project.”

ATTACHMENTS:

- Resolution 33, Series 2024

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 33
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, AUTHORIZING THE MAYOR TO EXECUTE THE CONSTRUCTION CONTRACT WITH GM ASPHALT REPAIR LLC FOR THE 2024 STREET RESURFACING PROJECT

WHEREAS, the Town of Eagle desires to contract with GM Asphalt Repair LLC. for the construction of the 2024 Town of Eagle Street Resurfacing project pursuant to the standard construction contract included with the invitation to bid on the terms and conditions set forth therein; and

WHEREAS, GM Asphalt Repair LLC agrees to perform such services on the terms and conditions set forth in the standard construction contract included with the invitation to bid; and

WHEREAS, the Town Council finds that it is in the best interest of the Town and the public health, safety, and welfare to enter into a Construction Contract with GM Asphalt Repair, LLC for Owner's Representative Services for the 2024 Street Resurfacing Project.

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

Section 1. The Construction Contract with GM Asphalt Repair LLC is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON MAY 14, 2024.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

CONSTRUCTION CONTRACT (SHORT FORM)

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this _____ day of _____, 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 **GM Asphalt Repair LLC**, an independent contractor with a principal place of business at **734 Second Stret Gypsum CO 81637** ("Contractor") (each a "Party" and collectively the "Parties").

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

I. SCOPE OF WORK

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 Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

II. TERM AND TERMINATION

A. Contractor shall complete the Scope of Work on or before **9/27/2024**.

B. This Contract shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction (final acceptance), or upon the Town's providing Contractor with 30 days advance written notice, whichever occurs first; provided that the indemnification and warranty provisions of this Contract shall survive termination.

III. COMPENSATION

Upon final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed **\$697,554.50** (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

IV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Contract, all personnel assigned by Contractor to perform work under the terms of this Contract 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.

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V. RESPONSIBILITY

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

VI. OWNERSHIP

Any materials, items, and work specified in the Scope of Work, 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 Work 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.

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

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to 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 of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this 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 Contract, the extent of Contractor's obligation to defend, 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 of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. KEEP JOBS IN COLORADO ACT

Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or

religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

X. WARRANTY

Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of 2 years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period 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.

XI. BONDS

Within 10 days of the date of this Contract, Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under this Contract, including the warranty. The bond shall remain in effect at least until 2 years after the date of final acceptance.

XII. LIQUIDATED DAMAGES

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day that all of the work described in the Scope of Work is delayed beyond the deadline set forth in Section II hereof, Contractor shall be assessed the amount of \$250 per day.

B. Allowing Contractor to continue and finish the Scope of Work or any part thereof after the deadline set forth in Section II hereof shall not operate as a waiver on the part of the Town of any of its rights under this Contract. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Scope of Work. Liquidated damages may be deducted from any payment due Contractor or any retainage held. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of notice thereof.

XIII. MISCELLANEOUS

A. *Governing Law and Venue.* This Contract 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. *Integration.* This Contract and any attached exhibits constitute the entire agreement between Contractor and the Town, superseding all prior oral or written communications.

C. *Third Parties.* There are no intended third-party beneficiaries to this Contract.

D. *Notice.* Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address included on the first page of this Contract.

E. *Severability.* If any provision of this Contract 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.

F. *Modification.* This Contract may only be modified upon written agreement of the Parties.

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

H. *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 Contract, 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.

I. *Rights and Remedies.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract 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.

J. *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 or liability beyond the current fiscal year.

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

D-

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2024, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

D-

EXHIBIT A
SCOPE OF WORK

Street resurfacing (2" mill & fill) and miscellaneous repairs on:

- Chambers Ave
- Marmot Lane
- Manhole, Asphalt patching, street repairs at miscellaneous locations

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature

Date

D-

DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2024, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

D-

CERTIFICATE OF INSURANCE

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, _____, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided contained therein is true and correct to the best of my knowledge. I further understand that the Town of Eagle shall rely on the information provided.

This information is provided for the Town of Eagle, Work No. NA.

By: _____

Title: _____

Agency: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2024, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

NOTICE OF AWARD

Date: _____

Contractor Name

Address

RE: _____

Dear _____:

Thank you for submitting a Bid for the **2024 Street Resurfacing Project**.

Your firm submitted the most qualified Bid and you have been selected as the successful Contractor. Accordingly, this is your Notice of Award for the _____.

Enclosed please find an original Construction Contract. Please review and sign, then, within 10 days of receipt of this letter, return to me along with your certification of insurance and payment and performance bond, if applicable, each in the full amount of the Contract Price, and appropriate powers of attorney. When dating the above document, please make sure that all dates, on all documents, are the same and that the insurance policy reflects the requirements of the Contract Documents.

Upon receipt of the signed Contracts, the Town will execute and return one fully executed original to you.

Should you have any questions, please call me at (970) 343-2903.

Sincerely,

Ryan Johnson, PE
Town Engineer
Public Works Department

NOTICE TO PROCEED

Date: _____

Contractor Name

Address

RE: _____

Dear _____:

This letter is your Notice to Proceed, effective as of the date cited below. This notice is in reference to the Construction Contract between you and the Town of Eagle concerning the **2024 Street Resurfacing Project**.

Please note that in accordance with the Construction Contract, all Work must be substantially completed by **September 27, 2024**.

If you have any questions, please call me at (970) 404-9702.

Sincerely,

Ryan Johnson, PE
Town Engineer
Public Works Department

BID BOND

KNOW ALL MEN BY THESE PRESENTS

THAT _____, as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the Town of Eagle, Colorado, hereinafter called OWNER, as Obligee, in the penal sum of _____ dollars (\$_____), for the payment of which sum in lawful money of the United States, well and truly to be made, said PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has submitted a Bid to OWNER for certain Work or services generally described as follows: _____

NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be accepted and the PRINCIPAL is awarded the Contract and, within the time and manner specified in the Contract Documents, enters into a written Contract in the prescribed form and shall give such bond or bonds as may be specified in the Contract Documents to guarantee faithful performance of such Contract and to guarantee prompt payment of labor and materials furnished in the prosecution thereof, and shall provide to OWNER a Certificate of Insurance as required by the Contract Documents, and shall in all other respects perform the Contract created by the acceptance of said Bid, or (c) in the event of the failure of the PRINCIPAL to enter such Contract and to give such bond or bonds, and Certificate of Insurance, if the PRINCIPAL shall pay to OWNER the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the OWNER may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY hereunder shall be in no way impaired or affected by any alteration or irregularities in the bid or in the bidding procedure or by any extension of time within which OWNER may accept such Bid, and does hereby waive notice of same.

Dated this ____ day of _____, 2024.

(SURETY)

(PRINCIPAL)

By: _____
Title: _____

By: _____
Title: _____

(ACKNOWLEDGMENTS AND POWER OF ATTORNEY TO BE ATTACHED)
CORPORATE SEAL MUST BE AFFIXED IF PRINCIPAL IS A CORPORATION.

H-1

PAYMENT AND PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that
(Firm) _____

(Address) _____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bound unto the Town of Eagle, Colorado, a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of \$ _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract with the Owner, dated the ____ day of _____, 2024, a copy of which is hereto attached and made a part hereof for the performance of the Work,
_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty or warranty period, and shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by the Principal's failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 5 counterparts, each one of which shall be deemed an original, this _____ day of _____, 2024.

ATTEST:

PRINCIPAL

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Town.

CERTIFICATE OF FINAL PAYMENT

With reference to Contract Number NA dated _____, 2024,
between the undersigned Contractor and the Town of Eagle, for: **2024 Street
Resurfacing Project** at Eagle, Colorado

The undersigned hereby certifies that all costs, charges and expenses incurred by it on its behalf for work, labor, services, materials and equipment supplied to the foregoing premises, and/or used in connection with its Work under the Contract have been duly paid.

The undersigned further certifies that to its best knowledge and belief (based upon reasonable investigation) each of its subcontractors and material men have duly paid all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's Work under the Contract.

In consideration of _____ dollars (\$_____) representing final payment under the Contract, the undersigned hereby releases and discharges the Owner and Owner's property from all claims, liens and obligations of every nature arising out of or in connection with the performance of the Work.

As additional consideration for the final payment, and to the fullest extent permitted by law, the undersigned agrees to indemnify and hold harmless Owner from and against all costs, losses, damages, claims, causes of action, judgments and expenses arising out of or in connection with claims against Owner which may be asserted by the undersigned or any suppliers, subcontractors of any tier or any of their representatives, officers, agents and employees for the costs, losses, damages, claims, causes of action, judgments and expenses and expenses that are attributable to the act, omission, error, professional error, mistake, negligence or other fault of the undersigned.

The foregoing shall not relieve the Undersigned of its obligations under the provisions of the Contract as amended, which by their nature survive completion of the Work, including without limitation warranties, guarantees and indemnities.

Executed this _____ day of _____, 2024.

Contractor

CERTIFICATE OF FINAL ACCEPTANCE

TO: _____ Date: _____
Project No.: NA
Project Title: _____

This is to advise you that a final inspection of the referenced Work has been made and all work and material was found to be satisfactory. Therefore, the Work is considered to be complete in accordance with the approved plans, specifications and contract documents.

In accordance with the Contract, all Warranty periods shall begin as of the date of this letter.

TOWN OF EAGLE

By: _____
Title: _____

GENERAL PROVISIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

- A. Bid Form (Including Bid Summary);
- B. Bid Schedule;
- C. Bidder's Qualification Statement;
- D. Construction Contract;
- E. Certificate of Insurance Verification;
- F. Notice of Award;
- G. Notice to Proceed;
- H. Bid Bond;
- I. Payment and Performance Bond;
- J. Certificate of Final Payment;
- K. Final Acceptance Form;
- L. General Provisions
- M. Special Provisions;
- N. Technical Notes;
- O. Construction Drawings;
- P. Addenda ____ through ____.

1.02 CHANGE ORDER:

A written order issued by the Town after execution of the Contract authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 TOWN:

The Town of Eagle, Colorado.

1.04 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the Work and materials therefor.

1.05 CONTRACT PRICE:

The amount set forth in Paragraph 4 of the Construction Contract.

1.06 CONTRACT TIME:

The time for completion of the Work as set forth in Paragraph 3 of the Construction Contract.

1.07 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.08 FINAL COMPLETION:

The date as certified by the Project Manager when all of the Work is completed and final payment may be made.

1.09 PROJECT MANAGER:

The Town's duly authorized representative in connection with the Work.

1.10 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Work, or when the Town may occupy or take possession of all or substantially all of the Work and put it to beneficial use for its intended purposes.

1.12 WORK:

All the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

PART 2. TIME

2.01 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.02 FINAL ACCEPTANCE:

Upon Final Completion, the Project Manager will issue final acceptance.

2.03 CHANGES IN THE WORK:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Eagle Town Council shall be required, and if such approval is not obtained, the Town shall have no payment obligation regardless of whether the Work pursuant to the Change Order has been performed.

2.04 DELAYS:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, unanticipated adverse weather conditions, or other unavoidable casualties beyond Contractor's control other than unanticipated adverse weather conditions, the Contract Time shall be extended for a reasonable period of time. "Weather" means precipitation, temperature, or wind, and an "adverse weather condition" means weather that on any calendar day varies from the

average weather conditions for that day by more than 100% as measured by the National Oceanic and Atmospheric Administration. The term "unanticipated adverse weather conditions" means the number of days in excess of the anticipated adverse weather days per month as set forth below:

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7	4	4	4	6	3	4	2	3	3	2	5

By reason of example only, if in March there are 2 days of adverse weather conditions, Contractor may not request an additional time extension as anticipated adverse weather days are included in the schedule. However, if in March there are 5 days of adverse weather conditions, Contractor shall be entitled to request a time extension of one additional day.

B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than 7 days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

2.05 NO DAMAGES FOR DELAY:

In strict accordance with C.R.S. § 24-91-103.5, the Town shall not amend the Contract Price to provide for additional compensation for any delays in performance which are not the result of acts or omissions of the Town or persons acting on behalf of the Town.

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 DUTY TO INSPECT:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

3.03 FURNISHING OF LABOR AND MATERIALS:

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

B. In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.

C. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*

3.04 EMPLOYEE SAFETY AND CONDUCT:

A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Work any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the work site and adjacent property.

D. Contractor and its employees, and employees of Contractor's suppliers, agents, and subcontractors shall at all times treat residents and the public with respect and courtesy. Contractor shall conduct his work in such a manner as to cause the least inconvenience to local residents and the public. The Project Manager may demand dismissal of workers for any of the following:

1. Being discourteous or disrespectful to local residents or the public.
2. Abuse or taunting of pets.
3. Disposing of rubbish in locations other than approved receptacles.
4. Use of vulgar, abusive, or harassing language or gestures.
5. Use or possession of alcoholic beverages or drugs other than over-the-counter and prescription drugs.
6. Elimination of body waste in locations other than approved sanitation facilities.
7. Damage or defacement of private property outside of street right-of-way and not necessary for the completion of the Work.
8. Trespassing on private property.
9. Use of water from private residences without permission from the resident.

3.05 CLEANUP:

A. Contractor shall keep the work site and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the work site, including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.

B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of an invoice, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

C. Contractor shall be responsible for daily removal of mud and construction debris, whether caused directly by the Contractor's construction operation, or that of his subcontractors and/or material suppliers, or indirectly due to the work site conditions in general, from all public streets, private driveways, and parking lots within or adjacent to the project area. On Fridays (or the Contractor's final day of each week, whichever occurs first), the Contractor shall scrape and sweep such streets, driveways, and parking lots as necessary to leave in a cleaned acceptable condition for traffic. Contractor will be responsible for any damage due to his maintenance and/or cleaning operation.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Work, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Work, except the Town of Eagle Sales Tax, for purchases within the Town, and shall procure all permits and licenses necessary for the prosecution of the Work. Contractor shall obtain a Town tax-exempt number for the sales tax exemption.

3.08 SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Work. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. Contractor shall furnish to the Project Manager at the time the Construction Contract is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Town reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractors shall conform with the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

3.12 OTHER CONTRACTS:

The Town reserves the right to let other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the work site necessary to perform their contracts.

3.13 COMMUNICATION:

Contractor shall direct all communications to the Town regarding the Work to the attention of the Project Manager.

PART 4. TERMINATION

4.01 LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site, Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving 48 hours' written notice of its intent to do so.

4.02 DEFAULT:

The Town may terminate this Contract upon thirty days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including without limitation an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

PART 5. WARRANTIES:

5.01 WARRANTY OF FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the Town that all equipment and materials used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 GENERAL WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two years from the date of final acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Payment and Performance Bond any and all amounts necessary to complete the required work. The expiration of the warranty period 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.

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract or the Contract Documents, to the extent that such injury, loss or damage is attributable to 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 of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

B. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

C. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6) and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this 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. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, 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 of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

6.02 NOTICE OF CLAIM:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify

the Town in writing within 24 hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 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 Contract. 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.

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 as evidence that the required policies are in full force and effect. The certificate shall identify this Contract.

6.04 PERFORMANCE AND PAYMENT BOND:

Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. This bond shall remain in effect at least until 2 years after the date of Final Completion.

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

A. The Town shall make periodic progress payments to Contractor within 30 days following the Project Manager's approval of the Work completed. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to 95% of the Work actually

completed. Completed Work shall include materials and equipment not incorporated in the Work but delivered to the work site and suitably stored.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

7.02 FINAL PAYMENT:

Upon final acceptance of the Work, the Town shall make final payment to Contractor pursuant to C.R.S. § 38-26-107.

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed after the Final Completion date stated in the Construction Contract, as modified through approved change orders, Contractor shall be assessed the following amounts:

Contract Price	Amount per day
\$0-\$50,000	\$400
\$50,000-\$100,000	\$500
\$100,000-\$250,000	\$600
\$250,000-\$500,000	\$800
\$500,000-\$1,000,000	\$900
\$1,000,000-\$2,000,000	\$1,000
\$2,000,000-\$4,000,000	\$1,500
\$4,000,000-\$8,000,000	\$2,000
\$8,000,000-\$12,000,000	\$3,000
\$12,000,000 or greater	\$4,000

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver by the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Eagle Town Council. The Town acknowledges that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Eagle Town Council.

7.05 ITEMS NOT INCLUDED IN BID:

No additional compensation shall be paid for any costs or services listed in the Contract Documents

but not specifically listed in the Bid as a Bid item.

7.06 CHANGES IN QUANTITY:

A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.

B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.

C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed 105% of the quantity listed on the Bid Schedule.

D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 BID PRICE ADJUSTMENTS:

A. When a major item is increased to more than 125% or decreased below 75% of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.

B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds 10% of the original Contract Price.

7.08 ELIMINATED ITEMS:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the work site but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Work and conforms with the Contract Documents. Payments shall not exceed 85% of the price shown in the Bid Schedule or 100% of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 COST RECORDS:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

Any and all publications relating to the Work and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 CONFIDENTIALITY:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 INDEPENDENT CONTRACTOR:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

8.04 CONFLICTS:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Construction Contract.
2. Special Provisions.
3. General Provisions.

SPECIAL PROVISIONS

1. General.

A. All labor, services, material, and other work necessary for the construction of **2024 Street Resurfacing Project** shall be provided by Contractor. Contractor's responsibilities shall include without limitation: managing the budget; scheduling and coordinating work meetings; conducting field tests; and timely processing field orders, change orders and notices of substantial completion.

B. Contractor shall carefully examine all Work, and shall be solely responsible for the character, quality, and quantities of Work, materials, and compliance with the Contract Documents.

C. Contractor shall identify any and all necessary easements for construction and maintenance of the Work.

2. Other Regulations.

A. Contractor shall ensure that the Work is in compliance with the Manual on Uniform Traffic Control Devices, Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and other applicable codes and specifications.

B. In case of any discrepancy between any of the requirements set forth in the Manual on Uniform Traffic Control Devices, Urban Drainage and Flood Control District Urban Storm Drainage Criteria Manual, CDOT Specifications, AASHTO Specifications, International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electrical Code, Americans with Disabilities Act, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

3. Representatives. Contractor shall have at the work site at all times as its agent, a competent superintendent capable of reading and thoroughly understanding the Contract Documents and being thoroughly experienced in the type of work being performed. The Town shall have a representative on the job site to observe work for conformance with the Contract Documents.

4. Work Administration. The Town shall administer the Work, including the finalization of any change orders, pay estimates and payments of such, acceptance of work, and other matters as stipulated in the Contract Documents.

5. Engineer. The Engineer for this Work shall be the Town Engineer.

6. Inspections and Testing.

A. Contractor shall be responsible for performing materials testing. In addition to the materials testing performed by Contractor, the Town may conduct Quality Assurance testing at its own discretion.

B. Contractor shall coordinate its construction schedule with the testing agency and Town so that key inspection points may be observed. If Contractor fails to provide reasonably adequate notice or proceeds without the required inspection, the subject work shall be re-exposed or redone in its entirety, while the inspector is present. No extra compensation shall be awarded to Contractor for extra work due to Contractor's failure to coordinate inspections with the testing agency or the Town. All costs associated with Contractor's failure to coordinate inspections shall be borne by Contractor.

C. Contractor shall perform construction inspections. Contractor shall attend any pre-construction meeting(s) and be available to provide technical assistance during the course of construction as necessary. Contractor shall provide site visits and reviews upon request from the Town during the construction phase to ensure compliance with the intent of the plans and to resolve any potential conflicts. Contractor shall provide a written summary after each site visit.

D. Contractor shall be responsible for scheduling the final inspection with the Town.

7. Construction Schedule.

A. At the time of the Pre-construction Conference, Contractor shall prepare and submit to the Town for review a construction schedule including proposed daily construction hours; details of all construction items; start and finish dates; confirmation and dates for coordinating all utility relocation and/or interruptions; and the same information for all subcontractor(s). The schedule shall not be changed without prior notification and review by the Town. The schedule shall be in the form of a chart of suitable scale to indicate approximately the percentage of Work scheduled for completion at any time.

B. Contractor shall also prepare and submit a schedule of the anticipated manpower by title and duty. The manpower proposed shall be adequate for orderly flow of work and completion within the time specified in the Contract Documents.

C. All construction activities shall be coordinated with the Project Manager.

D. The Contractor shall select the date that work begins for this project. The Contractor shall notify the Engineer, in writing, at least 10 days before the proposed beginning date. **All work shall be completed by September 27, 2024.**

8. Saturday, Sunday, Holiday and Night Work.

A. Work shall normally not be performed on Saturdays, Sundays, observed holidays, or outside of the daytime working hours of 7:00 a.m. to 7:00 p.m., or as indicated on the approved construction schedule. **Lane closures are restricted to 8:30 a.m. to 3:30 p.m. on arterial and collector streets (Chambers Ave. is considered a collector street),** except for such work as may be necessary for proper care, maintenance, and protection of Work already completed, or in cases where the Work would be endangered or if hazards to life or property would result.

B. If Contractor believes it necessary to work on Saturdays, Sundays, holidays, or at night, Contractor shall make prior arrangements with the Town and receive written approval at least 48 hours before such time so that inspection and engineering services can be provided. Such

approval may be revoked by the Town if Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control, and inspection of the work. If Work is performed without the Town's prior approval, and as a result the Town had not assigned inspectors to the work, the Town may declare Work performed during this period of time defective, solely on the grounds that it was not properly inspected.

C. Any Work performed on a Saturday, Sunday, holiday, or night is at Contractor's risk in terms of extra costs, extra work, or unforeseen conditions.

D. The Asphalt Overlay work on Chambers Ave starting at the roundabout and extending through 700 Chambers Ave. shall be completed as **Saturday and Sunday work as coordinated with the town to minimize interruption to high traffic accesses.**

9. Progress Reports.

A. Contractor shall prepare at least monthly a progress report in a form, in sufficient detail, and of a character approved by the Project Manager. The progress report shall specify an estimated percentage of completion (including percentage of completion of each activity and event shown on the progress schedule), whether the project is on schedule and, if not, the reasons therefore and any proposed adjustments to the schedule, as well as the contract time worked for each category of labor and the projected Work to be completed in the next succeeding month.

B. If the completion of any part of the Work or the delivery of materials is behind the approved schedule, Contractor shall submit a plan acceptable to the Project Manager for bringing the Work up to schedule. The Town may withhold progress payments for the work if Contractor fails to update and submit the progress/manpower schedule and reports as specified.

10. Pre-construction Conference.

A. Contractor shall coordinate the Pre-construction Conference. Contractor's designated supervisor(s) assigned to the Work shall attend this meeting.

B. Prior to mobilizing construction equipment, a Pre-construction Conference will be held. Contractor's designated superintendent(s) or supervisor(s) assigned to the Work shall attend this meeting. Contractor shall, at a minimum, provide the following to the Town at the Pre-construction Conference:

- (1) The construction schedules;
- (2) The traffic control plans;
- (3) A subcontractor submittal, including names and contact phone numbers.

11. Fees and Permits.

A. Prior to commencing any Work, Contractor shall secure, at its own expense, all necessary fees and permits required for the performance of the Work, including an Army Corps of Engineers 404 permit, if necessary. The cost of compliance with this Section (including fees) is included in the Contract Price, and no additional compensation shall be provided.

B. All fees for permits issued by the Town shall be waived.

12. Existing Utilities.

A. The Work shall be coordinated with all impacted utility companies, districts, associations, agencies, and residents located in the work site. Contractor shall conduct the meeting

and provide summary minutes.

B. Contractor shall determine the actual location of all existing utilities prior to starting any Work. Contractor shall contact utility companies for field locations prior to the start of Construction Work, and shall contact all utilities at least 48 hours prior to beginning excavation or grading. If the exact location and depth of existing underground utilities are unknown, Contractor shall perform all necessary exploratory excavation to locate these facilities which may affect the Work prior to beginning construction. Contractor shall obtain required locates and Contractor shall include the information on the plans. Contractor shall resolve any utility discrepancies. Contractor shall be liable for all damage done to existing utilities in the performance of the Work.

C. If Contractor requests that utility companies relocate utilities for Contractor's convenience, such relocation shall be at Contractor's expense.

D. The time of performance under the Contract shall not be extended to account for repair of utilities which are damaged by Contractor.

13. Water and Electricity. Contractor shall provide and maintain, at its own expense, an adequate supply of water and electricity required for the Work. Contractor shall install and maintain supply connections and lines satisfactory to the Project Manager, and prior to Final Completion, Contractor shall remove the supply lines at its expense.

14. Dust Control. Contractor shall use measures to prevent and control dust within the area affected by the Work. No additional compensation shall be paid to Contractor for dust control. Contractor shall clean any soil, dirt, or debris tracked onto any adjacent streets. Within 24 hours of notification by the Town that any adjacent streets require cleaning, Contractor shall clean such streets or the Town may have the streets cleaned and deduct the cost of such cleaning from the Contract Price.

15. Construction Staging Areas. All construction staging areas shall be located within the work site. The boundaries of construction staging areas shall be approved by the Town. Construction staging areas shall be used for material storage, parking for equipment, and employees' vehicles. A construction trailer shall not be required, but may be used if the location of the trailer is approved by the Town. Upon Final Completion, all staging areas shall be clean and restored to their original condition. No additional compensation shall be provided to Contractor for cleaning of construction staging areas.

16. Sanitary Facilities.

A. Sanitary convenience for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers and in such a manner and at such points as approved by the Town. The contents shall be removed and disposed of in a satisfactory manner.

B. The sanitary conveniences specified above shall be the obligation and responsibility of Contractor. The facilities shall be made available to all other contractors, subcontractors, and inspection personnel in the work site.

C. Contractor shall supply sufficient drinking water from approved sources to all of its employees.

D. Full compensation for compliance with this Section is included in the Contract Price, and no additional compensation shall be provided.

17. Soils Investigations and Foundation Engineering. Contractor shall be responsible for all geotechnical investigations necessary to design and perform the Work.

18. Lines and Grades. Contractor shall lay out the Work and shall be responsible for all measurements in connection therewith. Contractor shall, at its own expense, furnish all stakes, templates, platforms, equipment, and labor, including surveyors, that may be required in setting and cutting or laying out any part of the Work. Contractor shall be responsible for the proper execution of the Work to such lines and grades.

19. Traffic Control.

A. Contractor shall furnish all necessary flagpersons; erect and maintain warning lights, advance warning signs, detour signs, barricades, temporary fence, and sufficient safeguards around all excavations, embankments, obstructions; and perform any other work necessary for the protection of all work being performed, and for the safety of the public and pedestrian traffic, as well as motor vehicles. All traffic control plans, signs, and barricades shall conform to the current Manual on Uniform Traffic Control Devices.

B. At the Pre-construction Conference, Contractor shall submit pdf copies of a traffic control plans for review by the Town. The plan shall discuss the traffic control measures proposed for the safety of vehicular, pedestrian, and bicycle traffic through the work site.

C. Contractor shall at all times take proper precautions for the protection of and replacement or restoration of landscaping, driveway culverts, street intersection culverts or aprons, irrigation crossings and systems, mailboxes, driveway approaches, signs, existing utilities, and all other public and private installations that may be encountered during the Work.

D. No driveway or private alley shall be blocked without prior written permission from the resident who would be affected by such blocking, with a copy to the Town.

E. No road shall be closed at any time.

F. Contractor shall advise the Police Department, school districts, trash services, and homeowners of any lane closures, including dates and times.

G. It is anticipated that a large number of employees will use automobiles for transportation to and from the work site. It shall be Contractor's responsibility to: maintain, protect, and control traffic in the vicinity of and in the work site; restrict parking on streets near the work site; and provide necessary parking areas for all employees in suitable locations as approved by the Town.

20. Archaeological and Historical Discoveries.

A. Contractor shall inform the Town of any evidence which might suggest to a layperson that archaeological or historical materials may be present at the site. Upon making such a discovery, Contractor shall avoid disturbing the site. This may require that Contractor's activities be redirected or stopped until the Town determines how to proceed.

B. As a result of Contractor's efforts to preserve the potential discovery at the work site, if Contractor's activities are delayed for longer than 8 normal work hours, Contractor shall prepare accounting information to support an adjustment to the Contract Price.

21. Water Control.

A. Contractor shall take necessary precautions to construct the Work in a dry condition, and shall provide for drainage, dewatering, and control of all surface and subsurface water and shall erect any necessary temporary structures or other facilities at its own expense.

B. Contractor, at its own expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all the areas from the commencement of Work through Final Completion.

C. Contractor shall be responsible for furnishing, transporting, and installing all materials and equipment, well points, pumping, channelization, diversion, damming, or other means of controlling surface water and ground waters.

22. Disposal Site

A. Contractor shall be responsible for the removal of all excess excavation, debris, material, muck, asphalt, concrete, trees, stumps, remains from clearing and grubbing, and all other materials not used for the construction of the improvements. Costs of disposal are included in the Contract Price and shall not entitle Contractor to additional compensation. **Asphalt Millings generated by the work prior to July 12th 2024 shall be delivered to the Town at Wastewater Plant located at 311 Violet Lane, Eagle Colorado. Specific dump location on site shall be coordinated with the Town. Asphalt millings generated by the work after July 12th shall be hauled off by the contractor**

B. Contractor's cost for loading, hauling, daily cleaning of streets, disposal of the earthwork (excavation) materials, together with the construction, maintaining and watering of haul roads, and dump fees and permits are included in the Contract Price and shall not entitle Contractor to additional compensation.

23. Video Prior to Construction. Contractor shall provide the Town with a video of the entire work site prior to beginning construction, including all adjacent areas, at Contractor's own expense. One copy of the video shall be provided to the Town and become the property of the Town prior to the commencement of any Work.

24. Existing Improvements and Restoration.

A. Contractor has field inspected the work site and fully understands that existing landscaping and improvements are present within the work site. Such existing improvements shall be protected. Any damage or disruption in the public right-of-way, easements, Town property, or private property related to the Work shall be restored to pre-existing or better condition.

B. Contractor shall be responsible for replacing all existing improvements, including irrigation systems and landscaping, damaged during Contractor's activities, except as otherwise provided in the Contract Documents.

25. Erosion Control. Contractor shall provide an erosion/sediment control plan for use during construction. The plan shall include site specific details showing the type, location, and quantity of BMPs to be used. The erosion/sediment control plan shall be designed to prevent sediment from leaving the construction area. Special attention shall be given to prevent sediment from entering into any wetland area.

26. Vandalism. Contractor shall take all necessary steps to protect the work site from vandalism. Contractor shall be solely responsible to repair any damage caused by vandalism,

including the removal of graffiti, at Contractor's own cost. The Contract Price shall not be increased to reimburse Contractor for such costs.

TECHNICAL NOTES

1. Full depth patching shall consist of removal of existing asphalt and road base (as needed), subgrade compaction, road base replacement, and placement HMA 4" min where not otherwise indicated. Asphalt patch shall be completed at miscellaneous locations including but limited to Capitol between 3rd and 4th Streets and Brush Creek Road at Montgomerie Circle.
2. Traverse crack repairs shall include petromat.
3. All joints shall be sawcut. Sawcut will not be paid separately but included in the cost of work.
4. Contractor shall be responsible for preparing a mix design for the hot bituminous pavement to be used on the project. The mix design shall be Grade SX 75, PG 58-28. Bituminous materials (including prime coat and tack coat) will not be paid for separately but included in the cost of HMA.
5. Contractor shall schedule the work so that no milled surface is left without resurfacing for more than ten calendar days.
6. Contractor shall be responsible for calculating daily yields to keep HMA quantities within 5% of plan quantity. HMA quantities more than 105% of bid quantities will not be paid without prior approval from Owner.
7. Contractor shall submit a copy of asphalt tickets at the end of each workday placing asphalt.
8. Bid schedules quantities may be adjusted depending on bid results.
9. Contractor shall install a taper at the start and ends of the milling on Chambers and other locations to eliminate a 2" drop. Road transitions will be approved by the Town. Work will not be paid for separately but included in the cost of 2-inch depth milling.
10. Placement of cold patch at high traffic entrances (example Post Office) to lessen the transition from existing drive to milled surface will be required at the discretion of the Town. Removal of cold patch prior to paving will be required. Work will not be paid for separately but included in the work.
11. Roadway Crown shall be maintained on all street to match the existing conditions.
12. Other manhole repair's locations may be identified by the Town.
13. Truncated dome ADA detectable warnings shall be cast iron and placed in concrete to match the existing thickness. Existing concrete shall be sawcut, removed, and disposed of.

14. Variable Message Sign panels shall be available throughout the duration of the project to be used as requested by Town. VMS signs shall be placed 7 calendar days prior to work on Chambers Street.
15. The contractor shall record all striping prior to the start of construction. All striping shall be replaced to match existing.

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CONSTRUCTION MAPS



To: Mayor and Town Council
From: Larry Pardee, Town Manager, and Department Leads
Date: May 14, 2024
Re: Department Updates for April 2024

April 2024

ECONOMIC DEVELOPMENT

- Staff and community members co-leading the DCI Challenge Program presented Eagle's Challenge Pitch and met with a variety of vendors and specialists. Next steps include refining an action plan and scheduling a feasibility assessment to gauge (re)development options.
- Monthly attendance of the Eagle Chamber Business Advocacy Committee. The group discussed ideas to streamline and enhance business resources and education tools on the Eagle Chamber's website. Similar initiatives are earmarked for the Town's website. Peer Chambers are being explored for modeling. Staff will also participate in the upcoming Eagle Chamber Economic Development Committee, a second advisory group.
- Staff attended the annual Town Council retreat to collaborate on Economic Development & Housing topics related to the Quality of Life initiative.
- Members of staff hosted the Elevate Broadway Education workshop. The presentation centered on zoning and parking compliance along Downtown Broadway and its economic impacts to business and property owners. The presentation slide deck can be accessed here: [LINK](#).
- Staff led an Eagle Economic Development Summit. Members of Eagle's economic groups thoughtfully engaged around the notion of 'Open for Business' in service of strategies outlined in the 2023 Economic Development Plan. The summit notes can be accessed here: [LINK](#).
- Staff attended an introductory meeting with the Eagle County Assessor. Attendees included the DDA Vice Chair and DDA financial advisor. The group discussed increment valuations relative to the DDA district and impacts of new development versus improvements.
- Continued coordination with EPS to advance the 1) East Eagle Finance Strategy and 2) Commercial Mitigation Fee Study. To complete the data gathering phase, EPS is in queue to receive vital local employment data from the state.

HOUSING

- Staff, in coordination with Enterprise Community Partners and Community Builders, scheduled a series of small group interviews with local stakeholders to inform the technical assistance work (developer attraction and establishing the Town's housing program). Interviews are scheduled for May 6-24.
- Continued coordination with the Regional Housing Action Plan Partners. RRC and EPS have reported over 2100 household/employee surveys completed. However, they've reported significantly lower response rates for the

employer survey; roughly 140-150 responses have been received to date. There are ongoing efforts to engage employers including email reminders with an extended response deadline.

- Staff are in queue to finalize the Local Planning Capacity grant contract with DOLA. In the meantime, staff are drafting the RFP/Q to be published no later than June 3.
- Staff attended a webinar exploring Proposition 123's requirement to establish an expedited approval process for affordable housing projects. This is one of three projects that will be accomplished with the Local Planning Capacity grant. The presentation slide deck can be accessed here: [LINK](#).
- Staff and the Haymeadow team are collaborating on the imminent initial sale process of the price-capped Local Employee Residence Program (LERP) units, scheduled to enter the market this summer.

SUSTAINABILITY

- Staff awaits a reply from the Colorado Energy Office regarding the Public Building Electrification Grant we pursued. We expect to hear back by the end of May.
- Staff participated in the Regional Net Zero Roadmap effort alongside Building & Permit staff. The goal of this project is to collaboratively develop and adopt a building code that will result in net zero building emissions by 2030 for Eagle, Pitkin, and Garfield counties.
- Staff successfully supported and hosted several events in April: April 15th Green Home Tour with Walking Mountains and April 18th Eagle Chamber Mixer with a sustainability focus. Special thank you to Councilman Grimmer for showing his home as a part of the green home tours!
- Staff continued to prepare for the upcoming EV Ride & Drive event
- Staff worked with communications specialist and HR to develop a bilingual door hanger for the E Bike rebate program, developed all program materials in both English and Spanish, and submitted the program blueprint to the state.
- The Green Team worked to identify opportunities for waste diversion among staff and identified ways to engage new employees in our mission and sustainability goals during the onboarding process and throughout the year.
- Staff participated in the kickoff meeting for the solar project at the wastewater/Lower Basin Water Treatment facilities and worked with internal staff and Yearout Energy to finalize the project team, identify roles and responsibilities, and establish an estimated project schedule.

ASSISTANT TOWN MANAGER - SPECIAL PROJECTS

Pool Replacement Project

- Staff and members of the Mountain Recreation staff and design and construction teams presented the minor development plan to the Planning and Zoning Commission on April 16th. The Commission was supportive of the project and had a robust conversation on the sustainability aspects of the project, encouraging staff to consider making the pool equipment as electric ready as possible. The Commission unanimously approved the plan.
- Staff continued coordinating with Mountain Rec. staff and the construction team on site logistics and the grading and building permits. Utility relocation work was scheduled for the first week of May with a formal groundbreaking ceremony to be held on May 9th.
- Staff finalized an update to the IGA between the Town and Mountain Rec. That will ensure the agreement is up to date for the remodel and replacement of the pool. The IGA is on the May 14 agenda for Town Council's consideration.

Great Outdoors Colorado (GOCO)

- GOCO has selected Eagle as the location for their quarterly Board Meeting June 20 – 21. The visit by GOCO will include a site visit to the Haymaker Recreation Hub to view the pool site, the new bike park and upgrades at the BMX track. The site visit will be followed by a Community Dinner to be hosted at the Eagle River Park. Finally,

GOCO's business meeting will be Friday, June 21 at the Brush Creek Pavilion. Staff are thrilled and honored to welcome GOCO back to Eagle and will share more details with Town Council as soon as they are available.

Town Ordinance Reviews

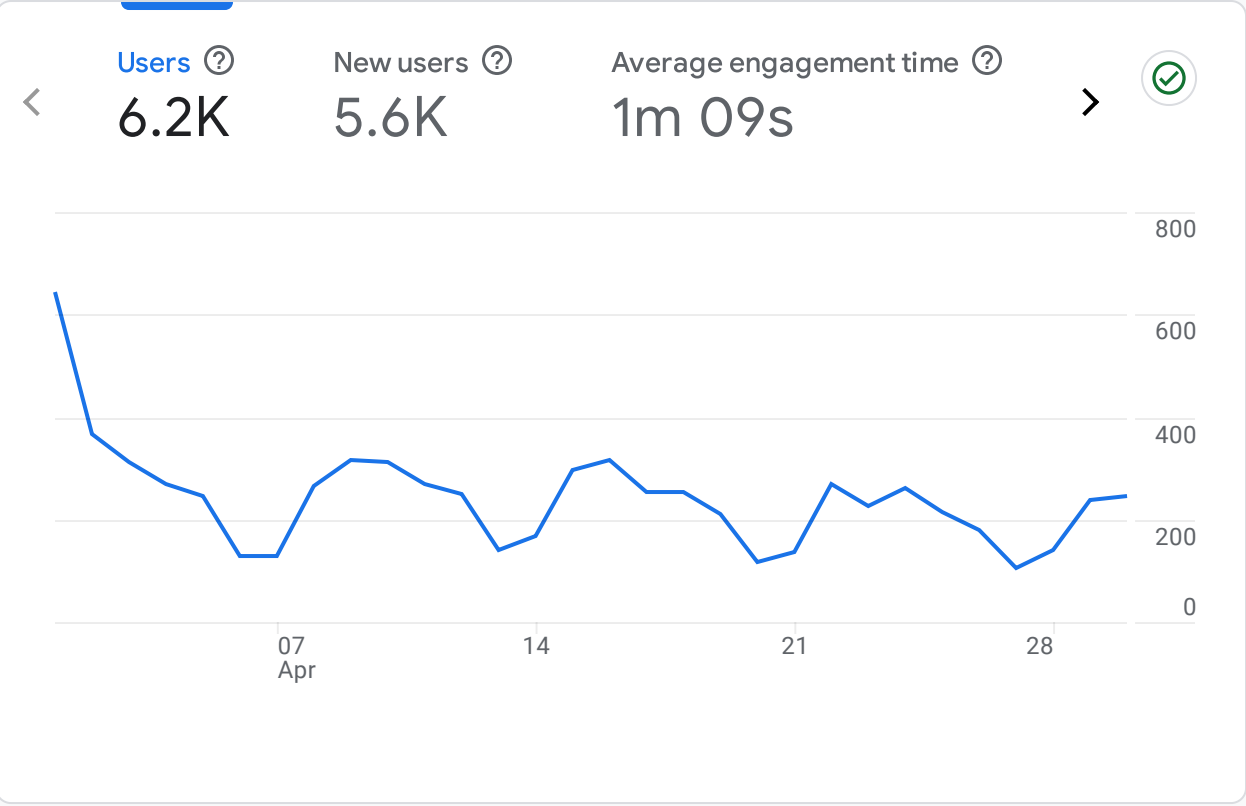
- Staff held a community meeting to discuss compliance with the commercial zoning in the Downtown Broadway District, including addressing parking. Staff also worked on the overall educational campaign designed to provide business owners and property owners with clear information on allowable uses in the district.
- Staff submitted suggested ordinance revisions for food truck vendors to the Town's legal team for review. Staff is also continuing work on potential revisions to the liquor licenses for special events and administrative authority to allow alcohol in specific locations for special events. Proposed ordinance changes will be presented to Town Council for consideration later in May.

COMMUNICATION & MARKETING

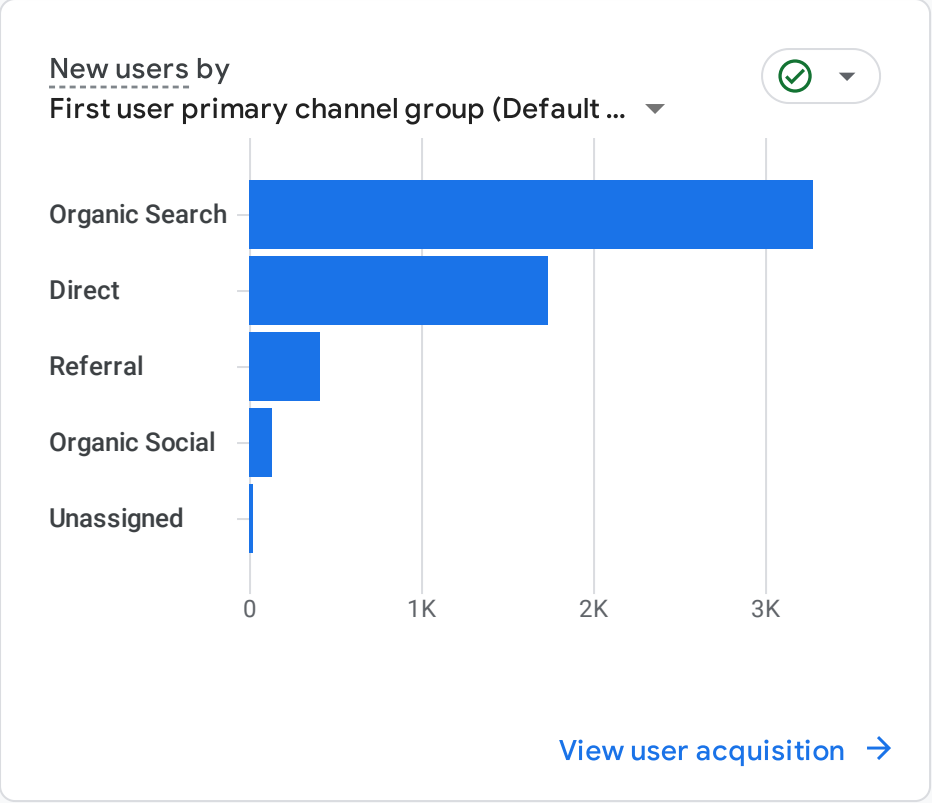
- Townofeagle.org website refresh went live on May 9. The refresh included a new home page and improvements to pages including fonts, colors and a cleaner look and feel. The Eagle PD and Broadband also have dedicated pages. Updates will continue to these areas. Next steps will include auditing department pages and determining what will remain and what is not necessary while creating consistency within the pages.
- Met with state representatives in April for a presentation on the ADA Compliance regulations that begin on July 1. ADA compliance includes the the Town and Eagle and Eagle Outside websites, social, vendors for items such as bill pay, pdfs, images and internal organization functions. To meet compliancy for the town's website, costs have ranged from \$5,100 to \$17,000 from research with other municipalities. Some are one-time fees, but most have annual commitments. This does not include Eagle Outside. Working with Civic Plus (our website platform) for townofeagle.org to be compliant first and then move forward from there. Next steps are creation of a Digital Accessibility Statement, an internal task force, implementation plan and working with Finance to determine a budget need associated with this ongoing project.
- Working with the Vail Valley Partnership for a potential videography/photography CareerWise internship program with local high schools. I have also met with Eagle Valley High School separately.
- May is Wildfire Preparedness Month for Eagle County. Staff from the US Forest Service, Eagle Wildland Fire and Upper Colorado Fire Interagency Fire Management presented this summer's wildfire outlook at the May PIO meeting. Although it is hard to predict, this summer's outlook is dry from June through August with minimal monsoonal flows due. Working on a plan to share wildfire preparedness and town evacuation plan in coordination with the County and Eagle PD.
- News shared with media outlets in April:

[Eagle Community Survey Underway](#) | [Hard2Recycle Event and Cleanup Day](#) | [Eagle Pool Groundbreaking Ceremony](#) | [Eagle Hires New Police Chief](#) | [New E-bike Regulations Announced](#) | [Hydrant Flushing on Tap for Eagle](#) | [Sylvan Lake Road Improvements Open House](#) | [Trails Open, Respect the Wild](#) | [\\$54k Grant for Housing Initiatives](#) | [Eagle Yard Waste Site Opens](#) | [Soaring into Safety: April Fools](#)

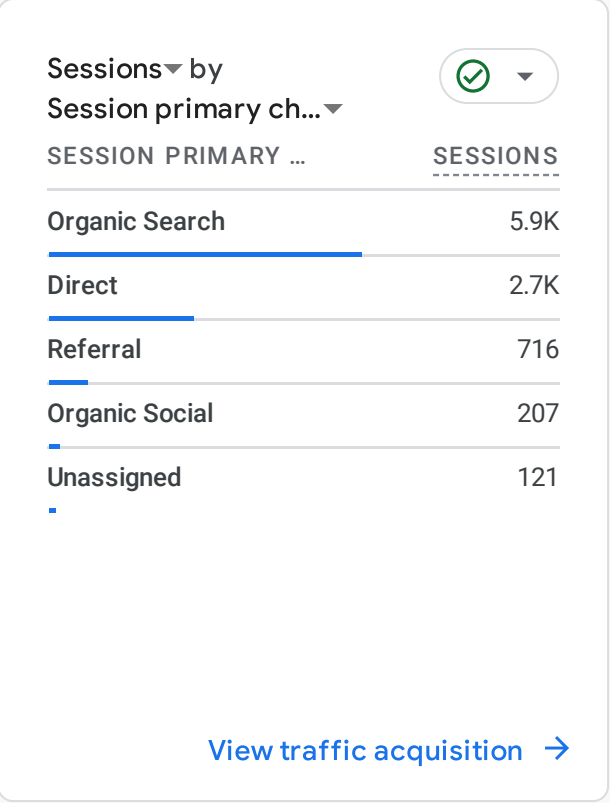
April 2024 Town of Eagle Website



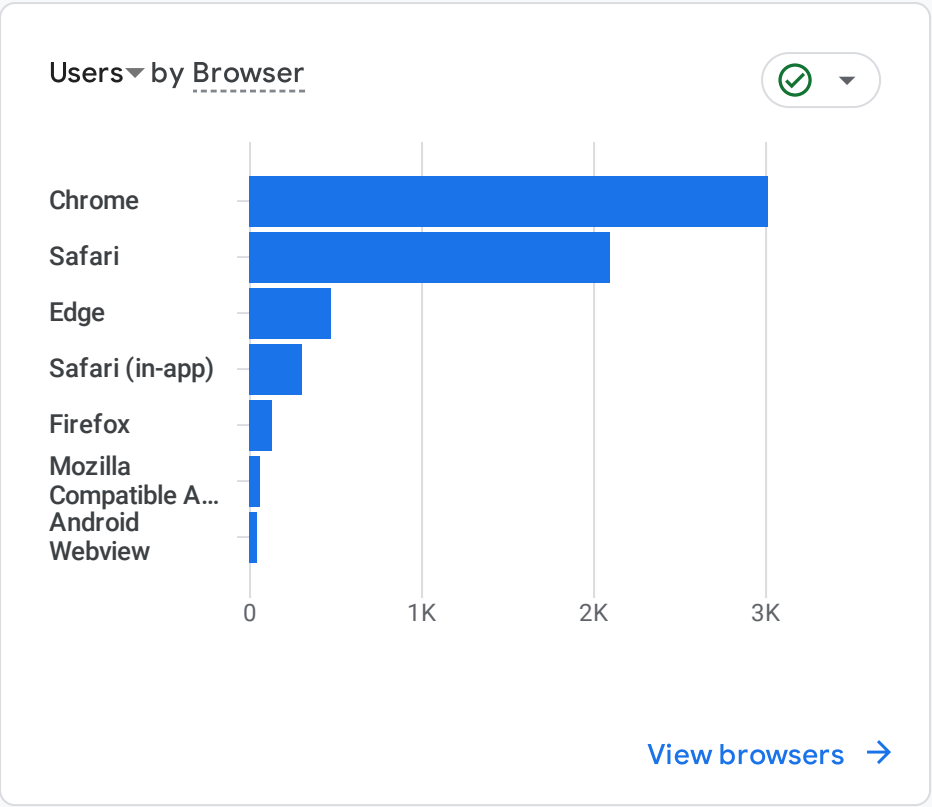
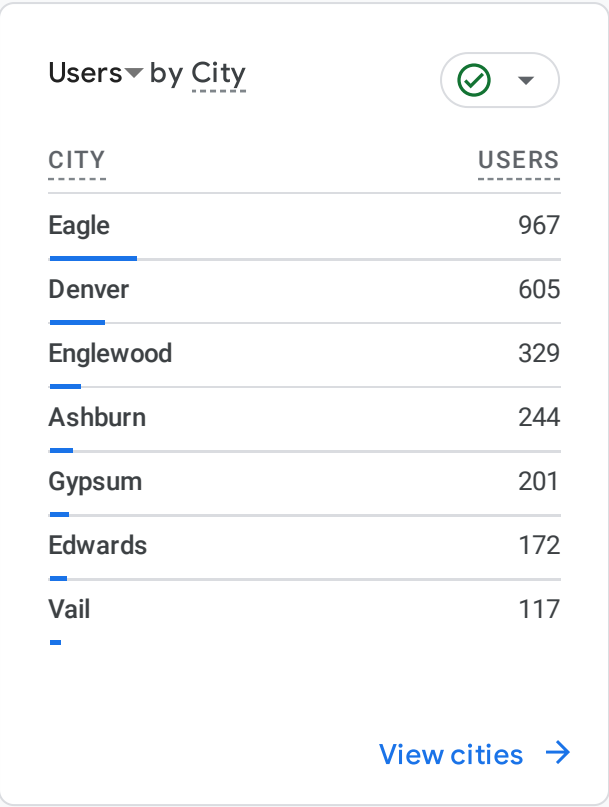
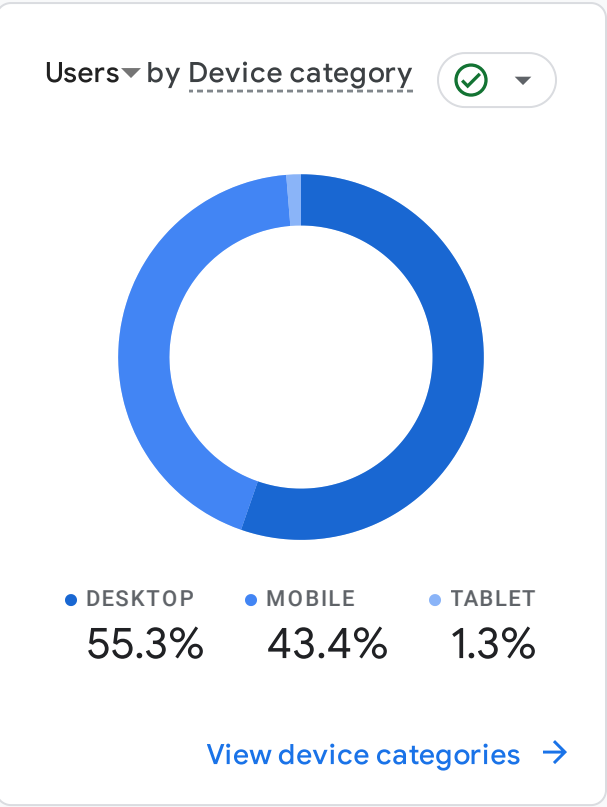
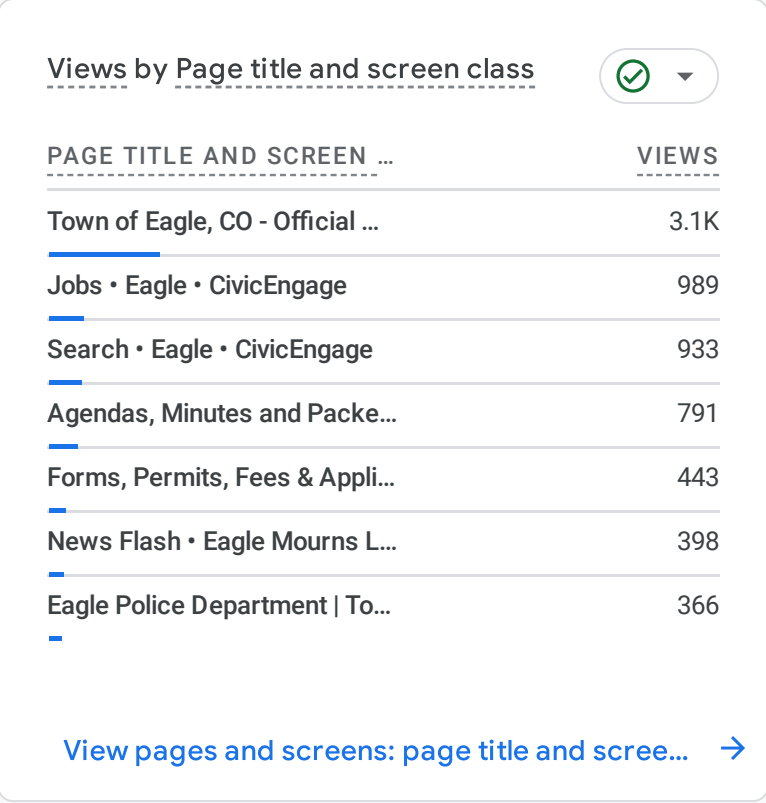
WHERE DO YOUR NEW USERS COME FROM?



WHAT ARE YOUR TOP CAMPAIGNS?



WHICH PAGES AND SCREENS GET THE MOST VIEWS?



Eagle Outside Facebook Review

Comparison between [Mar 01 - Mar 31, 2024](#) and [Apr 01 - Apr 30, 2024](#)

f Page fans 9,116 fans ↗ 1 from 9,115	f Post photo views 7 clicks ↘ 3 from 10	f Page reach 4,809 users ↗ 3,368 from 1,441	f Page impressions 6,601 impressions ↗ 4,294 from 2,307
f Posts 4 posts ↗ 2 from 2	f Post reach 1,828 users ↗ 870 from 958	f Post clicks 30 clicks ↗ 18 from 12	f Post link clicks 2 clicks ↗ 2 from 0

f Top posts



Eagle Outside
Mar 12, 18:03

It's that time of year again when our favorite winter trails in Eagle are caught in a dance between snow and mud. Freeze-melt, freeze-melt, freeze-melt, freeze-melt, freeze-melt. Plan your trail adventures wisely as the natural surface trails that are open in the Eagle area are best visited before 10 a.m. When the sun works its...

11 reactions



Eagle Outside
Mar 25, 15:01

Eagle Egg Hunt is Saturday, March 30th, 1pm-3pm at Brush Creek Park. It's going to be an egg-cellent day!

4 reactions



Eagle Outside
Mar 09, 16:00

Time to Spring Forward! Daylight Saving Time starts March 10th. Enjoy more sunlight #springahead 🌸

1 reaction

f Posts table

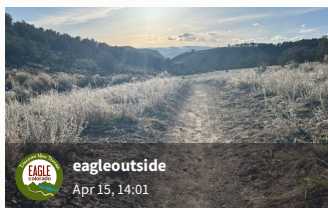
DATE ▼	MESSAGE	REACTIONS	COMMENTS	SHARES
Eagle Outside Mar 25, 15:01	 Eagle Egg Hunt is Saturday, March 30th, 1pm-3pm at Brush Creek Park. It's going to be an egg-cellent day!	4	0	0
Eagle Outside Mar 12, 18:03	 It's that time of year again when our favorite winter trails in Eagle are caught in a dance between snow and mud. Freeze-melt, freeze-melt, freeze-melt. Plan your trail adventures wisely as the natural surface trails that are open in the Eagle area are best visited before 10 a.m. When the sun works its...	11	2	0
Eagle Outside Mar 09, 16:00	 Time to Spring Forward! Daylight Saving Time starts March 10th. Enjoy more sunlight #springahead 🌸	1	0	0
Eagle Outside Mar 06, 14:00	 Indeed the Eagle Egg Hunt is Saturday, March 30th, 1pm-3pm at Brush Creek Park. It's going to be an egg-cellent day!	1	0	0

Eagle Outside Instagram overview

Apr 01 - Apr 30, 2024

 Followers	 New followers	 Profile reach	 Profile impressions
3,675 followers	44 followers	5,005 users	6,717 impressions
 Posts	 Post impressions	 Post engagement	
10 posts	6,348 impressions	316 engagements	

 Top posts



Mark your calendars because our beloved trails in Eagle will be reopening tomorrow, April 16. Get ready to lace up those hiking

111 likes



We are elevating the River Park! Hold onto your hats – we're adding hot air balloon rides to the River Park! Enjoy breathtaking views of

59 likes



Town of Eagle Community Cleanup & Hard2Recycle event is Saturday, May 4, 8am-12pm, at Brush Creek Pavilion  This year

49 likes

Posts table

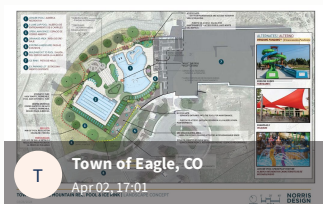
DATE ▼	MESSAGE	♥ LIKES	💬 COMMENTS	📶 REACH
 eagleoutside Apr 29, 02:12	 Town of Eagle Community Cleanup & Hard2Recycle event is Saturday, May 4, 8am-12pm, at Brush Creek Pavilion 🌿 This year we are partnering with @actenviro to help properly dispose of unwanted paint 🌿 For a complete list of acceptable items, go to eagleoutside.com #communitycleanup...	49	2	1,539
 eagleoutside Apr 22, 13:26	 Happy Earth Day 🌱 Let's unite in our efforts to protect Earth today and for generations to come 🌍 #earthday #earthdayeveryday #reduceplasticwaste #reducerecyclereuse #natureconservation #wildlifeconservation #protectwildlife #protectourplanet #protectourwinters	13	0	354
 eagleoutside Apr 19, 19:30	 (No description)	0	0	251
 eagleoutside Apr 19, 19:29	 (No description)	0	0	278
 eagleoutside Apr 17, 20:11	 (No description)	0	0	168
 eagleoutside Apr 17, 20:08	 (No description)	0	0	176
 eagleoutside Apr 17, 20:07	 (No description)	0	0	195
 eagleoutside Apr 15, 14:01	 Mark your calendars because our beloved trails in Eagle will be reopening tomorrow, April 16. Get ready to lace up those hiking boots and trail runners and grease those chains and inflate those tires. We're all stoked to be back out there! Just a friendly reminder: while we're eager to explore, let's be...	111	1	1,260
 eagleoutside	 Beautiful day for viewing #solareclipse 🌑🌞 #eaglecolorado #getoutside #eagleoutside	20	0	200

Town of Eagle Facebook overview

Comparison between [Apr 01 - Apr 30, 2024](#) and [Mar 01 - Mar 31, 2024](#)

f Page fans 0 fans 📉 3,402 from 3,402	f Post photo views 1,645 clicks 📈 885 from 760	f Page reach 58,165 users 📉 48,853 from 107,018	f Page impressions 69,715 impressions 📉 49,761 from 119,476
f Posts 23 posts 📈 3 from 20	f Post reach 54,470 users 📉 42,202 from 96,672	f Post clicks 3,471 clicks 📉 1,643 from 5,114	f Post link clicks 215 clicks 📉 139 from 354

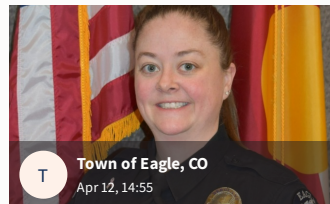
f Top posts



T Town of Eagle, CO
Apr 02, 17:01

Get ready to make a splash because the countdown is underway for construction of Eagle's new pool with work scheduled to

83 reactions



T Town of Eagle, CO
Apr 12, 14:55

Join us in congratulating Carrie Buhlman who will be stepping into her new role as Eagle Police Department's Chief of Police.

77 reactions



T Town of Eagle, CO
Apr 18, 00:01

Thank you to everyone who joined us for the swearing in ceremony for Chief Carrie Buhlman in her new role. Her leadership

63 reactions

f Posts table

DATE ▼	MESSAGE	REACTIONS	COMMENTS	SHARES
T Town of Eagle, CO Apr 30, 19:33	Town of Eagle Community Cleanup & Hard2Recycle event is Saturday, May 4, 8am-12pm, at Brush Creek Pavilion 🌱 This year we are partnering with @actenviro to help properly dispose of unwanted paint 🌱 For a complete list of acceptable items, go to eagleoutside.com #communitycleanup...	14	7	7
T Town of Eagle, CO Apr 29, 20:58	Share your thoughts on Eagle County open space!	5	0	0
T Town of Eagle, CO Apr 28, 22:21	Excited for this summer's lineup!	21	0	6
T Town of Eagle, CO Apr 27, 01:12	Who's ready for summer???	2	0	0
T Town of Eagle, CO Apr 25, 19:35	Join Us to Learn More about the Sylvan Lake Road Improvements Coming Next Summer What: Open House When: 4:30-6:30 p.m. Tuesday, April 30 Where: Eagle Town Hall This project will include: ■ New sidewalk between MacDonald and Capitol Streets ■ Safer intersections with curb extensions and...	8	0	0
T Town of Eagle, CO Apr 22, 19:01	Our public works department will begin its spring hydrant flushing process starting today, Monday, April 22. The flushing operations will take place between 8 a.m. - 5 p.m. from Monday through Friday, weather permitting. The schedule is outlined as follows: - Week of April 22: Fairgrounds Rd. and the...	8	0	1
T Town of Eagle, CO Apr 18, 00:01	Thank you to everyone who joined us for the swearing in ceremony for Chief Carrie Buhlman in her new role. Her leadership promises to continue to elevate the Eagle Police Department and we couldn't be more excited.	63	11	3
T Town of Eagle, CO Apr 16, 22:00	⚠️⚠️⚠️ Travel Alert ⚠️⚠️⚠️ UPDATE 4:00 p.m. I-70 WESTBOUND, right lane closed near the Eagle exit. Please drive safely and watch for CDOT crews. Please check COTrip.org for the most up-to-date road conditions and closure information.	0	0	0
T Town of Eagle, CO	Prescribed burning underway in Eagle this week!	4	0	0

Overview

2 Recipients

Audience: EMPLOYEE NEWSLETTER LIST

Delivered: Mon, Apr 1, 2024 1:21 PM

Subject: Eagle Spirit

2 Opened	1 Clicked	0 Bounced	0 Unsubscribed
-------------	--------------	--------------	-------------------

Successful deliveries	2 100.0%	Clicks per unique opens	50.0%
Total opens	250	Total clicks	30
Last opened	5/6/24 11:53AM	Last clicked	4/6/24 5:04PM
Forwarded	0	Abuse reports	0

0 Orders	\$0.00 <u>Average order revenue</u>	\$0.00 <u>Total revenue</u>
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Overview

2,887 Recipients

Audience: Eagle Today

Delivered: Mon, Apr 1, 2024 12:04 PM

Subject: Eagle Today

1,634 Opened	443 Clicked	22 Bounced	0 Unsubscribed
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Successful deliveries	2,865	99.2%	Clicks per unique opens	27.1%
Total opens	2,816		Total clicks	927
Last opened	5/5/24 8:29PM		Last clicked	5/5/24 3:33PM
Forwarded	0		Abuse reports	0

0 Orders	\$0.00 <u>Average order revenue</u>	\$0.00 <u>Total revenue</u>
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URL	Total	Unique
https://townofeagle.org/CivicAlerts.aspx?AID=687	138 (14.9%)	112 (14.6%)
https://townofeagle.org/CivicAlerts.aspx?AID=694	129 (13.9%)	108 (14.1%)
https://townofeagle.org/CivicAlerts.aspx?AID=697	127 (13.7%)	97 (12.6%)
https://www.townofeagle.org/jobs.aspx	102 (11.0%)	80 (10.4%)
https://townofeagle.org/CivicAlerts.aspx?AID=692	93 (10.0%)	76 (9.9%)
https://eagleoutside.com/events-calendar-2/	67 (7.2%)	56 (7.3%)
https://rrcassociates.sjc1.qualtrics.com/jfe/form/SV_c...	61 (6.6%)	46 (6.0%)
https://townofeagle.org/CivicAlerts.aspx?AID=689	44 (4.7%)	40 (5.2%)
https://townofeagle.org/CivicAlerts.aspx?AID=698	34 (3.7%)	29 (3.8%)
https://townofeagle.org/CivicAlerts.aspx?AID=686	31 (3.3%)	27 (3.5%)
https://townofeagle.org/CivicAlerts.aspx?AID=695	29 (3.1%)	24 (3.1%)
https://www.townofeagle.org/892/Town-News-and-No...	17 (1.8%)	14 (1.8%)
https://www.townofeagle.org/975/Ask-us-a-question	8 (0.9%)	8 (1.0%)
https://walkingmountains.regfox.com/green-home-to...	7 (0.8%)	4 (0.5%)
https://eagleriverco.org/event/2024-community-pride-...	6 (0.6%)	5 (0.7%)
https://www.townofeagle.org/Jobs.aspx?Uniqueld=2&...	6 (0.6%)	6 (0.8%)
https://townofeagle.org/CivicAlerts.aspx?AID=696	6 (0.6%)	5 (0.7%)
https://www.townofeagle.org/Jobs.aspx?Uniqueld=4&...	6 (0.6%)	5 (0.7%)

URL	Total	Unique
https://www.townofeagle.org/Jobs.aspx?Uniqueld=2&...	5 (0.5%)	4 (0.5%)
https://www.walkingmountains.org/programs/climate-...	5 (0.5%)	5 (0.7%)
https://www.townofeagle.org/calendar.aspx	5 (0.5%)	5 (0.7%)
http://eagleoutside.com	1 (0.1%)	1 (0.1%)
https://www.townofeagle.org/Jobs.aspx?Uniqueld=5&...	0 (0.0%)	0 (0.0%)
https://www.townofeagle.org/FormCenter/Town-Clerk...	0 (0.0%)	0 (0.0%)
https://www.townofeagle.org/FormCenter/Town-Clerk...	0 (0.0%)	0 (0.0%)
https://facebook.com/townofeagle	0 (0.0%)	0 (0.0%)
https://instagram.com/eagleoutside	0 (0.0%)	0 (0.0%)
https://Townofeagle.org	0 (0.0%)	0 (0.0%)
http://townofeagle.org	0 (0.0%)	0 (0.0%)

SPECIAL EVENTS

April 2024

Marketing & Events Advisory Committee (MEAC)

- MEAC is working on revision to bylaws to include arts & culture initiative.

MARKETING

- Townofeagle.org website redesign launched May 9.
- Event marketing for all town-produced events.
- Promoting events and community programs on @eagleoutside

MEETINGS

- Town of Eagle hosted the Chamber Mixer, with co-host The Adam Palmer Sustainability Fund, on April 18.
- Prep for Town Cleanup & Hard2Recycle event – May 4
- Jesse Meryhew, Jan Miller, Tanya Dahlseid with Eagle County to discuss Ice Castles coming to Eagle.
Confirmation Eagle was chosen for the event in Winter 2024/2025.
- Laurie Assmussen regarding Flight Days parade coordination
- Eagle Chamber Biztoberfest planning committee to discuss event in September at Brush Creek Pavilion
- Swearing-In of Chief of Police celebration
- Attended Eagle Economic Development Summit
- Radio ads with KZYR for Flight Days
- Cody Scott, Mountain Beverage, on possibly hosting Flight Days beer garden
- Mark Masters booking an all-ages comedy show at Flight Days, Friday, June 28
- Confirmed Danger Mountain performance at Flight Days, Saturday, June 29
- Partnering with Castle Peak Veterinary Service to co-host pet contest on the main stage for Flight Days
- Garduno's Restaurant submitted an event permit application to close 4th Street, between Broadway and Capitol for Friday, July 5. Permit application is tentative.

UPCOMING EVENTS

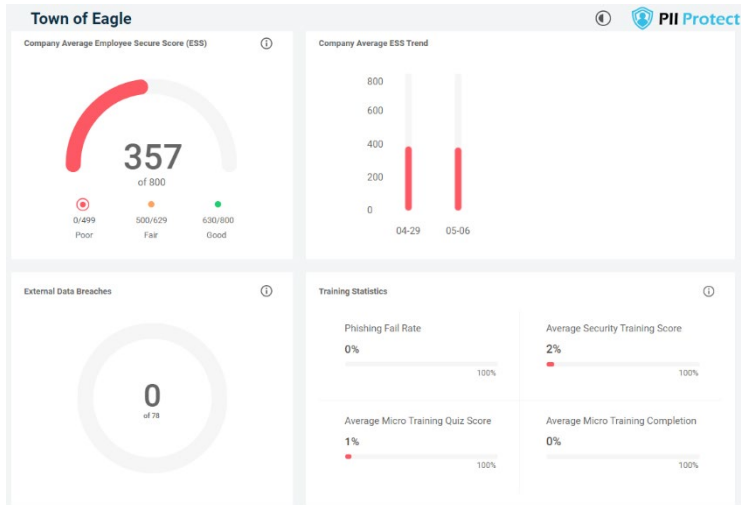
MAY	
5/4/24	Community Cleanup & Hard2Recycle
5/4/24	Vail Valley Highway Cleanup
5/18/24	VRD Boneyard Boogie Trail Run
5/18/24	Bikes & BBQ
5/19/24	EV Ride & Drive
5/29/2024	VRD Eagle Ranch Classic
JUNE	
6/2/24	Yoga in the Park
6/9/2024	Yoga at the River Park
6/16/2024	Yoga in the Park
6/19/24	Music and a Movie
6/22/24	Mountain Rec Opening Day
6/22/24	Eagle Farmers Market

6/23/24	Yoga at the River Park
6/24/24	Bravo! Family Concert
6/26/24	Music and a Movie
6/27/24	ShowDown Town Concert Series
6/28 & 6/29	Eagle Flight Days
6/29/24	Eagle Farmers Market at Bull Pasture Park

INNOVATION TECHNOLOGY

April 2024

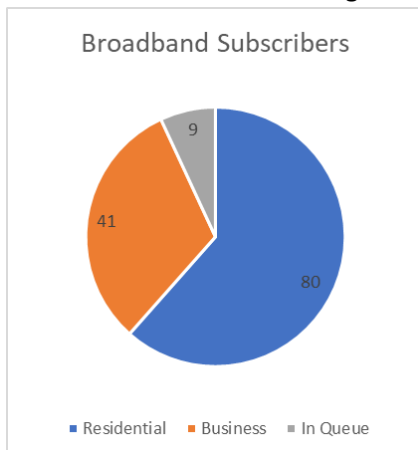
- Town badges/door access have been issued to Streets, Buildings and Grounds, and Police Departments.
- Rollout of Cybersecurity Awareness Training Initiative



- Microsoft on-demand training being configured

Broadband update:

- 41 business subscribers, 80 residential subscribers, 9 in installation queue, 11 signups in April
- Broadband revenue generated in March: \$8646.11



Training:

- SharePoint/OneDrive Training for Human Resources 4/18,
- Booking Training for Human Resources 4/18
- Planner Training for Human Resources 4/25

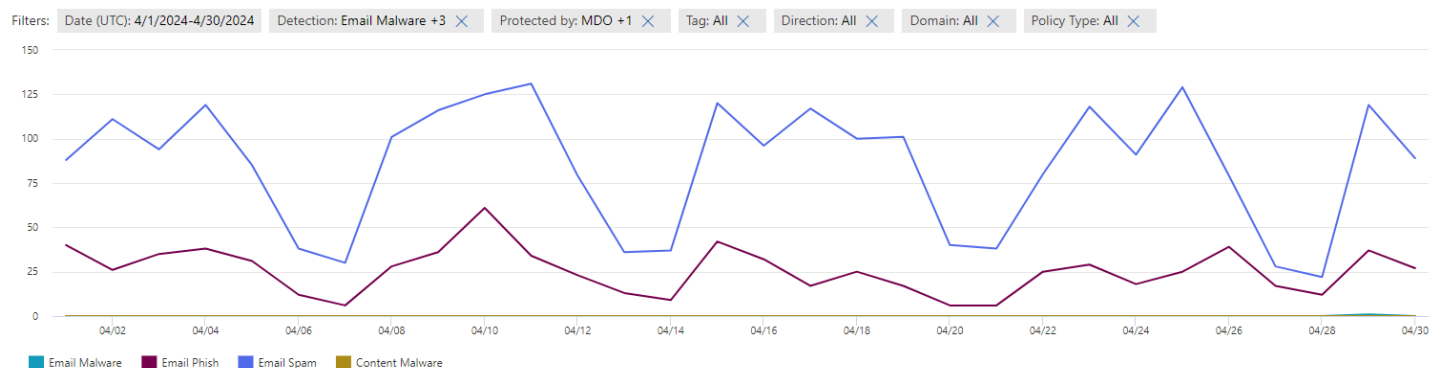
Technical Operations:

- Onboarding:
 - Spencer Brown
 - Halsey Lucas
 - Phil Kirby

- Email threat protection report:

Threat protection status

The Threat protection status report provides information about threats found prior to email delivery, covering relevant detection technologies, policy types, and delivery actions. [Learn more about this report](#)



FINANCE DEPARTMENT

April 2024

Administration/Financial:

- **Budget:**
 - **Supplemental:** Finance continued work on the 1st supplemental budget for 2024 that was brought to Council during the first meeting in April and will be submitted for final approval during the first meeting in May. This first supplemental will include 2023 rollover capital items or one-time projects that were not fully completed and we as a few newly identified capital projects.
 - **2025 Budget:** Finance will begin to work on the 2025 budget instructions and revenue projections in May.
- **Short Term Rentals (STRs):**
 - STR Active Permits – 16
 - STR Closed Permits – 1
 - STR Permits in process – 3 accounts (sent out initial outreach letters-waiting)
 - Revenue Collection:
 - March 2024: \$2,347 (*compared to 2023 (21 permits): \$3,289 – (40% decrease)*)
 - Jan-Mar 2024: \$6,498 (*compared to 2023 YTD: \$9,350 – (43% decrease)*)
- **Audits:**
 - **Annual Audit:** Staff continue work on the 2023 Audit
- **Community Survey:** Finance drafted the Sales Tax Capital Improvement community survey questions and worked with Larry and Bill Ray (WR Consulting) to review and review both the Quality of Life and STCIF survey questions.
- **Pool Rebuild Project:**
 - IGA Agreement – Finance Review IGA agreement and provided language for pool rebuild project contributions and financing. Finance recommends amending the IGA once again once financing is finalized so we can attach a debt service schedule to the IGA.
 - Underwriting Services – With the assistance of Melissa Daruna, staff issue the RFP for underwriting services to issue debt for the Pool Rebuild Project. Bids are due to the Town on the 15th and a recommendation will be made to Council during the second meeting in May.
 - Eagle Recreation Facility Capital Advisory Corporation (ERFCAC) - 2023 Reconciliation
 - In 2023, both the Town and Mountain Recreation each contributed \$125,000, totaling \$250,000, to the ERFCAC for project expenditures.
 - However, only approximately \$24,800 of those funds were spent.
 - A majority of the 2023 expenditures were covered through the Town's Sales Tax Capital Improvements Fund.
 - Finance met with Mountain Recreation Staff to review our reconciliation and request that the remaining \$225,200 be paid to the Town of Eagle to cover the 2023 expenditures.
 - Additionally, staff provided Mountain Recreation with the invoice for their portion of the 1st quarter pool rebuild project expenditures (\$185,588).

Capital Improvements – The Finance team developed the initial draft of the Capital Projects Council Report, which Council will now receive quarterly. Additionally, we've established guidelines for staff. Finance has conducted individual meetings with staff leads and introduced the new reporting requirements in a group session. This is the first draft and

will continue to be refined as we move forward in the year. Staff Leads will be coming before the council to work on prioritization of specific capital projects.

Debt Service: Paid 2011 Wastewater Loan Payment - \$39,393 (Last Payment 2031)

Payroll/HR:

- Completed 1st Quarter Unemployment Tax Report
- Completed 1st quarter 941 Report
- Positions changes in payroll
 - 6 New Hire:
 - Utility Meter Technician
 - O/S Trails Tech (Seasonal)
 - Yard Waste Maintenance Worker (Seasonal)
 - B&G Maintenance Worker (Seasonal) X 3
 - 1 Terminations
 - Water/WW Operator

Training:

- ICMA High-Performance Leadership Academy – Jill finished the 3 month Training and Kelly Huitt started the next session

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID							
	2020	2021	2022	2023	2024	VARIANCE FROM PY	
JANUARY	205	230	249	285	280	(5)	-2%
FEBRUARY	237	217	254	212	278	66	31%
MARCH	234	247	243	264	390	21	9%
APRIL	137	214	331	259	300	(72)	-22%
YEAR TO DATE	813	908	1,077	1,020	1,248	228	22%

Utilities:

- **March 2024:**
 - Property Transfers – 8 (YTD – 25)
 - New Account Set Up – 6 (YTD – 11)
 - Utility Red Tags – 22 (2024 monthly Average 22)
 - Water Shut Offs – 0 (2024 monthly Average 0.25)
- **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%
FEBRUARY	15,554	15,981	15,538	14,503	18,016	15,918	16,630	712	4%
MARCH	14,844	15,501	16,099	16,436	13,615	15,299	14,814	(485)	-3%
APRIL	16,101	15,578	17,443	14,988	15,071	15,836	16,935	1,099	7%
TOTAL YTD	65,068	64,985	65,644	62,529	62,362	64,118	64,192	74	0%

Town Council Department
Budget to Actual:

TOWN OF EAGLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING APRIL 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN COUNCIL</u>					
10-49-110 SALARIES & WAGES	3,800.00	15,200.00	45,800.00	30,400.00	33.3
10-49-142 WORKERS COMPENSATION	.00	35.26	56.00	20.74	63.0
10-49-143 HEALTH & INSURANCE BENEFITS	.00	.00	168.00	168.00	.0
10-49-144 FICA - EMPLOYER'S	290.70	1,162.80	3,488.00	2,325.20	33.3
10-49-210 OFFICE SUPPLIES	47.85	47.85	.00	(47.85)	.0
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	3,500.00	10,500.00	23,000.00	12,500.00	45.7
10-49-371 TRAVEL EXPENSE	.00	.00	5,250.00	5,250.00	.0
10-49-372 MEETING EXPENSE	.00	.00	11,750.00	11,750.00	.0
10-49-380 TUITION & BOOKS	.00	.00	6,000.00	6,000.00	.0
10-49-450 SPECIAL COUNCIL FUNDING	5,166.67	5,166.67	15,334.00	10,167.33	33.7
10-49-510 INSURANCE	.00	.00	831.00	831.00	.0
10-49-915 COMMUNITY REQUESTS	1,098.00	41,976.00	50,000.00	8,024.00	84.0
TOTAL TOWN COUNCIL	13,903.22	74,088.58	163,477.00	89,388.42	45.3

HUMAN RESOURCES

April 2024

Benefits

- Administering 2 FMLA/MLA claims
- Research for Police Department with Mental Health Vendors
- Revising Training & Tuition Reimbursement policies due to legal updates

Risk Management, Safety and Work Comp

- Managing 6 Total General Liability & PC Open claims
 - 2023 total claims = 16 (14 closed)
 - 2024 total claims = 4 (1 closed)
- Managing 1 Work Comp Claim

Recruiting – Onboarding

- 25 open positions – 9 positions filled:
 - **19** full-time & **1** part time open position (6 of those positions carried over from the 2023 budget) and **5** seasonal positions (1-Open Space, 1-Refuse & 3-B & G Seasonal staff)
 - 6 positions currently in progress
 - Community Development Director, screening candidates
 - Police Officer or Academy Cadet – grant funded, advertising
 - Wastewater Operator, advertising
 - Sergeant, Internal posting
 - Building Inspector, advertising
 - Municipal Court Clerk – Part time

HR Administration, Training, Translation Assistance or other

- Met to discuss Performance Management Process for improvements as part of culture initiative
- HR began attendance at the ICMA Leadership Academy - 12-week virtual training program, 5 hours weekly

COMMUNITY DEVELOPMENT

April 2024

LONG RANGE PLANNING

ReCode Eagle – The Land Use and Development Code (LUDC) – [link to code](#)

- Staff has identified the need to correct inconsistencies between the Use Table definitions and Use Table standards. Staff is intending to bring these amendments to Planning Commission in the coming months.
- Staff will have updated checklists uploaded to the Town's website by early June.
- Municode has communicated that they will have the Code accessible on the platform by the end of June.
- Staff is processing a text amendment application that resolve inconsistencies identified in the Land Use Code. More details are available on the Active Land Use Applications Page.
 - Hearing Schedule for the amendment:
 - 4/16 – Planning Commission recommended approval of the proposed amendments.
 - 5/14 – Public hearing to be continued to June 11th.

WUI Code

- Staff are actively engaged in the County-wide Wildland Urban Interface (WUI) Code update process, led by the Eagle County Wildfire Collaborative. This initiative involves collaboration with jurisdictions throughout the valley to create a WUI Code that caters to our local needs.
- Initially, FireWise standards were included in the ReCode process. Ultimately, they were pulled out due to concerns that they were too restrictive and aesthetically impactful. Since the Code adoption, it's been on staff's radar to reintegrate FireWise standards, which aligns with this valley-wide effort.

LAND USE APPLICATIONS IN PROGRESS

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

- West Eagle Housing - Annexation, Major Development Permit, Subdivision, Zoning
 - Applications in process. No update.
- Haymeadow - Major PUD Amendment
 - Application is currently on hold, project team has indicated that they hope to bring a revised application to staff in June or July of this year.
- Haymeadow ADA Amendment
 - Staff has continued to meet bi-monthly with the applicant to move towards a resolution for this amendment.
- North Broadway – Annexation and Zoning
 - Applicant is withdrawing their PUD approval request and will submit a rezone application for either CMU1 or CMU2 for the entire property. Staff is waiting for that submittal.
- Reserve at Hockett Gulch – PUD Amendment and Major Development Permit (Phase II)
 - Request will run concurrently with PUDA24-01. Referral comments are due May 10. Staff is tentatively targeting P&Z July 2, 2024 and Town Council July 23, 2024.
- 4th Amendment to Haymeadow Filing 1 Final Plat
 - Staff has finalized review comments for this application.
 - Approval of this application is Administrative with acceptance of staff's decision and dedications by Council via consent agenda, this has been scheduled for consent agenda on May 28, 2024.
- 7 Hermits Condominiums at Haymeadow Filing 1 Final Plat

- Staff has finalized review comments for this application.
- Approval of this application is Administrative with acceptance of staff's decision and dedications by Council via consent agenda, this has been scheduled for consent agenda on May 28, 2024.
- Red Mountain Ranch (RMR) Subdivision Sketch Plan
 - Review comments have been submitted to the project team.
 - Review and Comment meetings have been scheduled with P&Z and TC for May 21st and June 11th respectively. The purpose of this meeting is to review the conceptual plans and staff's analysis and address any big picture concerns regarding this project with the applicant ahead of Development Plan application.
- Eagle Pool Project – Approved
 - The Development Plan was approved on April 16, 2024.
 - Community Development issued a Notice of Decision documenting P&Z's approval.
 - Public Works and Community Development issued a Grading Permit to allow for Site work to begin.
 - A building permit has been submitted and the application is under review.
- Sweet Leaf Pioneer Special Use Permit
 - Application referral period concluded with no comments from the referral agencies.

NOTABLE UPDATES

- Town is advertising for the Community Development Director/Town Planner position.
- Standard Operating Procedures (SOPs): Over the past few months, staff have developed SOPs to enhance consistency, undergo a critical review of where we can improve, and create tools to assist new staff. This work will likely be ongoing for the next few months. To date, staff has completed SOP's for planning review of building permits, invoicing, CivicClerk (posting agendas & packets), encroachment and mobile vending permits, PZ recruitment, recording documents, the referral process and sign permits.
- Staff has met with several member of the community on development proposals ranging from small administrative permits to larger development, subdivision, and annexation applications. Pre-application meetings in 2024:
 - April – 5
 - March – 8
 - February – 6
 - January - 2
- Translation services - 10
- Jessica Lake and Denise Cardoza just completed the multi-week Community Leadership Academy training.
- Planning Capacity Grant Fast-track – Staff is working with The Housing Department to draft an RFP for consultants to assist with the 90 day fast-track program, site inventory and funding strategy. Staff attended an information webinar on developing a fast-track program for Prop 123.
- Incentives Grant: Habitat anticipates having public improvements completed at the end of May/early June. Shortly after, staff will prepare the final report for DOLA and closeout the grant.
- Eagle County received Strong Communities grant funding for \$4 million worth of infrastructure improvements for the West Eagle Housing project. Staff provided support in preparing the grant application.

Administrative Approvals (Encroachment Permits, Sign Permits,)

- Encroachment permit issued for Canela's Coffee and Pastry Shop to outdoor seating.
- Currently reviewing 3 Sign Permits.
 - 5 Sign Permits have been approved and issued so far this year.

MAJOR CONSTRUCTION PROJECTS

Business Name	Location	Status
Second Street Tavern	127 W Second St.	The encroachment agreement for Second Street Tavern has been completed and executed. CO issuance pending final inspections.
Foodsmith	318 Broadway	Completed *Noteworthy: Retail food sales & cooking class.
Hockett Gulch Apts.	16186 Hwy 6	TCO pending for Clubhouse and Building #2 (102 Mount Eve). 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.
Haymeadow	91 Mountain Hope Circle	Foundations for the last two buildings pending and framing of five buildings in progress. First building sheetrocked and interior finish in progress.
Habitat for Humanity	3 rd Street	All building permits were issued and foundation work for last building just completed. Most of the dwelling units have been set on foundations and construction of garages 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 - 5938	Permit expired. No inspections requested.
C&C Plumbing and Mechanical	82 Chambers Ave	Both buildings under construction. Building Final left.
Cut Meat & Seafood	1099 Capitol St.	Waiting on proper permits to be pulled. Owner aware and working with contractors so completed work can be inspected.

Building

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	798
Permits Processed	411	125

- Staff currently engaged in a Regional Net Zero [Building] Cohort with other municipalities in the both the Eagle Valley and Roaring Fork Valley.
- Staff processing applications using Energy Code Worksheet to ensure applications are not only solar and electric ready, but energy efficient.
- Staff collaborating with Eagle County and Gypsum to maintain healthy working relationships and exchange ideas. Staff is using Eagle County's Energy Efficient Offset Program (EEOP) Calculator.
- Dave Peterson, the Building Inspector, is leaving his position with his final day being May 17th. The Building Inspector position was posted May 3rd. We are sad to see him leave.
 - Town is advertising for the Building Inspector position with the job posting closing on May 20th.

P&Z and Council Meeting Schedule

May 2024
May 7 th (Planning Commission) – •
May 14 th (Town Council) - • ReCode Amendment (continued to June 11 th)
May 21 st (Planning Commission) - • SS24-01 RMR Subdivision Sketch
May 28 th (Town Council) – • Consent Agenda: LLA24-01 4th Amendment to Haymeadow Filing 1 Final Plat • Consent Agenda: CT24-01 7 Hermits Condominiums at Haymeadow Filing 1 Final Plat
June 2024
June 4 th (Planning Commission) • SUP 24-01 Sweet Leaf Pioneer SUP
June 11 th (Town Council) • ReCode Amendment (continued from May 14 th) • SS24-01 RMR Subdivision Sketch
June 18 th (Planning Commission) •
June 25 th (Town Council) • SUP 24-01 Sweet Leaf Pioneer SUP
July 2024
July 2 nd (Planning Commission) •
July 9 th (Town Council) •
July 16 th (Planning Commission) •
July 23 rd (Town Council) •

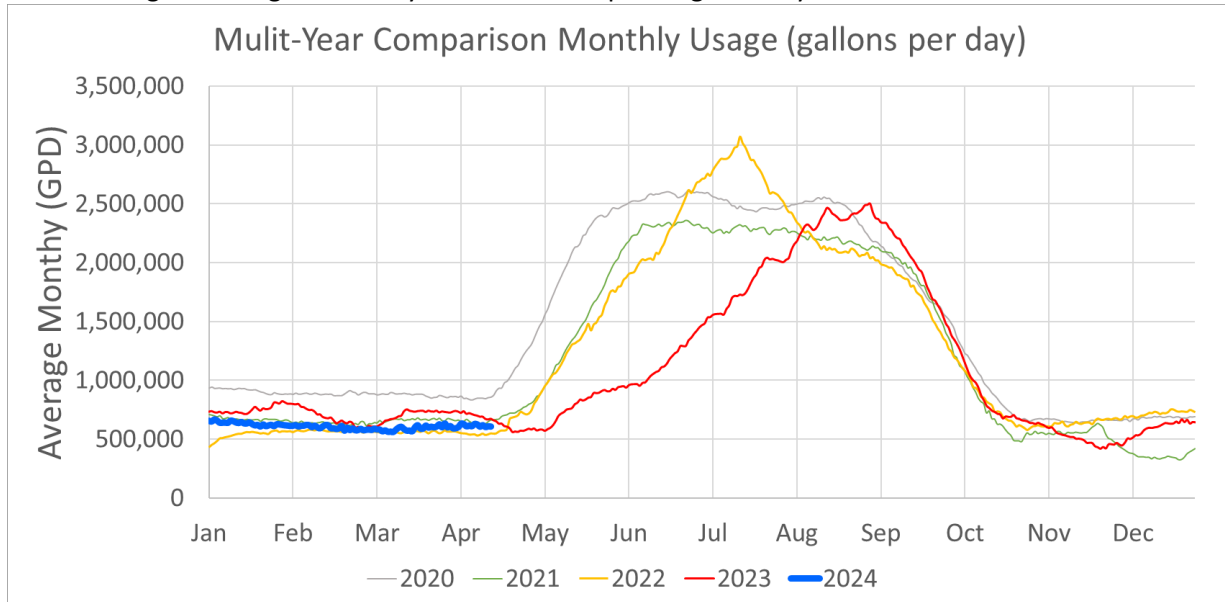
MUNICIPAL COURT	April Statement		
Court held April 3rd & 10th			
Citations Issued	Current	YTD	2023
Animal Control	8	28	109
Juvenile	0	1	16
Misdemeanor/Ordinance	0	2	9
Parking	6	61	175
Traffic	8	51	119
Total	33	143	456
Fines and Fees Collected (includes collections for previous months)	Current	YTD	2023
Court Costs	\$ 150.00	\$ 390.00	\$ 1,135.00
Criminal Police Equipment and Training Surcharge	\$ 100.00	\$ 160.00	\$ 510.00
Traffic Surcharge	\$ 230.00	\$ 1,020.00	\$ 2,830.00
Deferred Judgment Fee	\$ -	\$ -	\$ -
Fines	\$ 2,385.00	\$ 9,075.00	\$ 26,032.50
Outstanding Judgement Fee	\$ -	\$ -	\$ -
Stay of Execution Fee	\$ -	\$ -	\$ 145.00
Bad Check Fee	\$ -	\$ -	\$ 25.00
Warrant Fee	\$ -	\$ 130.00	\$ 100.00
Failure to Appear	\$ 245.00	\$ 735.00	\$ 3,140.00
Victim Restitution Fee	\$ -	\$ 25.00	\$ 1,059.31
Total	\$ 3,110.00	\$ 11,535.00	\$ 34,976.81
Dispositions (Payments or Court Appearances)	Current	YTD	2023
Animal Control	12	30	109
Juvenile	2	2	19
Misdemeanor/Ordinance	0	0	8
Parking	11	69	171
Traffic	12	46	128
Total	37	147	435
Outstanding Fines and Fees At Collections & by Date			
Current	\$ 655.00		
1-30 Days Past Due	\$ 370.00		
31-60 Days Past Due	\$ 1,095.00		
61-90 Days Past Due	\$ 415.00	**At Collections	
91-180 Days Past Due	\$ 18,150.47	**At Collections	
Total	\$ 20,685.47		

PUBLIC WORKS

April 2024

Water (Stephan Wilson, Utilities Manager)

- Production: Weekly water production has increased to around 0.615 million gallons per day (MGD) in March and consistent with the same period in 2022. The dates when increases in water production typically occur due to summer irrigation range from May 1 to June 30 depending on the year.



- Lead and Copper Rule: Sunrise Engineering and LRE have been working to identify homes with an unknown service line material as a part of the revised lead and copper rule. Survey forms have been mailed to 180 customers with unknown service line material. Staff are working on a plan to provide potholing through a contractor to supplement the information gathered through the survey. An approach to completing a lead service line inventory and replacement plan is in progress and due on October 16, 2024.
- Hydrant Flushing: Staff have flushed the transmission main coming down Brush Creek Rd, Chambers Ave, Fairgrounds Rd, Soleil Homes, Montgomerie Circle, Terrace subdivision, Market St, and old town/downtown. In the next 2-weeks staff plan to flush Lower Eagle Ranch and Mosher Ln.

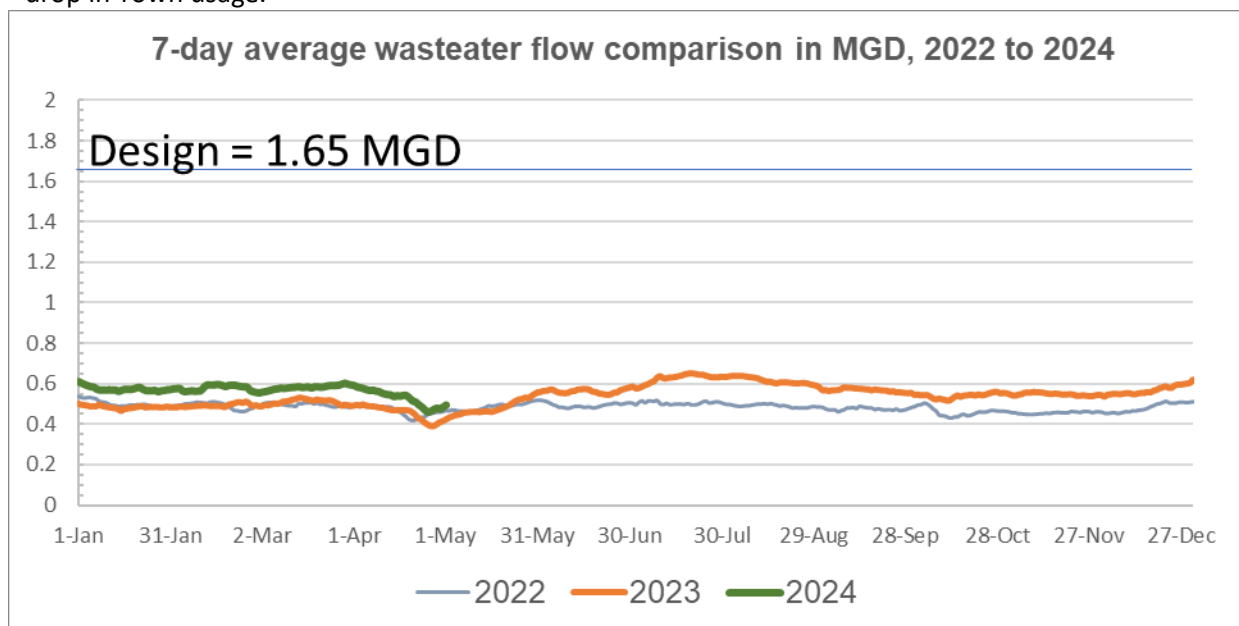


- 2 MG Tank and Lower Eby Creek Tank: Preliminary design is in progress. Pump station layouts and tank configurations for temporary contact time are being developed.
- East Eagle Tank: The preliminary Geotechnical report and foundation recommendations have been delivered. The structural team is working to refine the preliminary recommendations.

- Cemetery Tank: The project has been put out to bid with three bids received on 4/25. The permitting process is almost complete with Eagle County and CDPHE.
- Staff are working with a tank maintenance specialist to scope the replacement of the existing anodes in the Town's bolded steel tanks.
- The raw water control valve and actuator for the Upper Basin Water Treatment Plant have been identified as in the early stages of failure through troubleshooting. A replacement valve and actuator are ordered with an expected delivery in September.

Wastewater (Stephan Wilson, Utilities Manager)

- Flows: Weekly wastewater flows have trended down from 0.6 MGD to 0.45 MGD in April showing a 20 to 25% drop in Town usage.



- Wastewater Treatment Facility (WWTF) improvements: Preliminary design and chemical feed sizing is being developed for total inorganic nitrogen and total phosphorus removal. The chemical dosing and storage volumes required are larger than initially anticipated. The large chemical dose requirements are being driven by high influent phosphorus concentrations. These improvements are intended to reduce energy consumption, improve plant controllability, and improve the plant's effluent quality.
- WWTF Lift Station: A raw water pump replacement has been ordered.
- WWTF Headworks: Parts of 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. The lead time is 10 to 12 weeks.
- Fire protection system upgrades at the wastewater treatment plant are in progress.
- We are still waiting for the State to release a final permit modification No. 1. This amendment is part of a very complex picture relating to the standards implemented by the State in our current discharge permit as well as future regulatory limits we will be required to comply with. We have been working with our consulting engineers to study how to best comply with the future regulations.

OPEN SPACE & TRAILS

(Brian Lieberman, Open Space & Trails Manager)

- Open Space and Trails Master Plan Implementation Projects –
 - In early 2023, the Hardscrabble Trails Coalition (HTC) and the Vail Valley Mountain Trails Alliance (VVMTA) submitted a proposal for trail decommissioning, reroutes, and some new trail miles on Bureau of Land Management (BLM) lands adjacent to the Town of Eagle. The proposed projects are largely derived from high-priority items identified in the Town’s 2022 Open Space and Trails Master Plan (OST Plan). The Town’s OST Plan can be viewed on the Town’s website:
<https://www.townofeagle.org/402/2022-Open-Space-and-Trails-Plan>.
 - The BLM evaluated the proposed projects through an Environmental Assessment (EA) as part of the requirements identified in the National Environmental Policy Act (NEPA). The NEPA analysis included an evaluation of potential effects on botany/ vegetation, cultural, archaeological, wildlife, and recreation resources. The EA also included an opportunity for public and stakeholder comment.
 - As of early April 2024, the EA is completed. Some proposed projects have been changed or altered as a result of the EA.
 - The Final EA, which details the approved projects on BLM lands, can be viewed here:
https://eplanning.blm.gov/public_projects/2024351/200555545/20107999/251007999/DOI-BLM-CO-G020-2023-0037-EA_ac.pdf.
 - Approved projects on BLM land include:
 - Construct 5.46 miles of single-track non-motorized trail. The new trail is mostly reroutes of unsustainable trail sections or to create “trail hubs” where trails can meet at educational signage.
 - Decommission 15.63 miles of trail currently open to mountain bikes, of which 6.12 miles would be banked miles.
 - Rehabilitate 3.85 miles of social trail routes.
 - VVMTA will mostly be responsible for labor and project management. Work will begin this spring and will be completed this summer.
 - The Town contributed \$100,000 to this project.
 - Impacts to Town owned open space and trails from these projects are anticipated to be very minimal as most projects are reroutes of existing trails or decommissioning of closed routes and social trails.
- Open Space Interpretive Signage Project- The design phase has been completed, and we’ve selected a contractor for fabrication, delivery, and installation. The signs will be installed by September 1, 2024, at the latest. The signs include educational information about wildlife, natural resources, and how to recreate responsibly with wildlife. Around 14 signs will be located along the paved path parallel to Brush Creek. The Eagle Ranch Wildlife Committee contributed funding to this project.
- Brush Creek Restoration Project—Staff have started developing an RFP to design and construct a restoration project along the Brush Creek corridor in open space. The RFP will detail that competitive proposals must address resource issues identified in the 2023 Open Space Management Plan. Staff aims to release the RFP this summer.
- Spring trail maintenance- Staff met with the Vail Valley Mountain Trails Alliance (VVMTA) Trail Conservation Crew (TCC) to discuss trail maintenance needs in the Eagle area for 2024. Maintenance projects for 2024 include:
 - Haymaker
 - Benching work on the outbound trail
 - Removal of the old pipe at the seasonal closure gates
 - Vegetation removal

- Drainage work
- Mayer Gulch
 - Sightline vegetation trimming
 - 2-way traffic signage installation
 - Drainage work
- Riddle
 - Evaluation if the trail can be moved away from barbed wire fencing
 - Signage
 - Closing social trails
- Bailey's
 - Decent area maintenance
 - Drainage
- Work will be completed this spring mostly by the TCC.
- Respect the Wild Recap- Nicky Asselin, the Development & Engagement Manager for the Vail Valley Mountain Trails Alliance (VVMTA), presented a recap of the Respect the Wild program from the winter and upcoming goals to the Open Space and Recreation Advisory Committee (OSRAC) on May 7, 2024. The recap is summarized in the executive summary below. Additional information can be found by following the links in the executive summary or in the agenda packet from the May 7 OSRAC meeting at this link: <https://eagleco.portal.civicclerk.com/event/2134/files/agenda/3804>.
 - The following should be considered with reviewing the counter data:
 - Data presented below was collected from trail cameras managed by VVMTA. It does not include data from the Town of Eagle Open Space department.
 - Data collection is standardized to only include information captured with the trail cameras.
 - Data collected on trail and open space use will never be 100% accurate. The data is collected to provide an overall trend and pulse on use. The data is a huge step forward from a few years ago when there was no hard data at all.

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% in 2022/23 and 99.5% in 2023/24 seasonal trail closure compliance - protects hundreds of acres of winter range surrounding the Town of Eagle development boundary from 12/1-4/15 annually.
- 78%-83% 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. More people are getting out on Haymaker without a dog.
- 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 could be beneficial. It should be community decision.

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.	• Year over year improvement • Decreased complaints on golf course • Successful social media • 184 new pledge takers • 99.5% trail closure compliance

Quick Links

- [2023 Respect the Wild Proposal](#)
- [2023 Campaign Strategy & Goals](#)
- [2023 Creative Presentation -Council](#)
- [2023 Paid Advertising Results](#)
- [2023 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	1066
Total K9 Users	459	493	335
% Of K9 Users Off-Leash	82%	74%	64%
% Responsible Users - No dog or on-leash	60%	57%	78%

Haymaker Loop 2	2021	2022	2023 (partial)
Total Human Users	N/A	N/A	1605
Total K9 Users	N/A	N/A	398
%K9 Users Off-Leash	N/A	N/A	68%
% Responsible Users - No Dog or On-Leash	N/A	N/A	83%

Eagle Area Seasonal Closure Violations

Trail Name	2021	2022	2023
Haymaker 3rd Loop	2	1	9*
2nd Gulch/Arroyo	0	0	0
Turniphead	1	0	0

*4 violations were between 12/1 and 12/17 indicating that education around the date change from 12/15 to 12/1 would be beneficial

ENGINEERING

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

General Updates (RJ):

- The Public Works Inspector position has been filled; we would like to welcome Dylan O'Malia to the team starting on May 13th.
- 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: 2

Resurfacing and Pavement Management Program Summary

- Pavement Management Study is complete.
- 2024 Resurfacing Project – One bid was received for the resurfacing work and is within budget. Contract will go to council for approval.

Capital Improvement Projects

- Howard & 4th Street – Project is out for bid. Work includes approximately 254 LF of storm sewer, 1525 LF of water main, and 656 LF of sewer main and repaving Howard Street from 2nd to 6th Streets. Additionally, approximately 293 LF of water main will be replaced on 4th Street from Washington to Wall.
- Sylvan Lake Road – Staff have scheduled an Open House for April 30th from 4:30-6:30 PM in Council Chambers. 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. The final design will be completed in July.
- Grand Avenue Corridor – The first round of one-on-one property owner access meetings were conducted on February 13th and 14th. A second round is scheduled for April 9th & 10th. Most of the property owners with impacts will have had meetings with staff. Staff are working with roundabout experts to balance safe roadway design standards, access points, railroad encroachment, and other constraints. Technical design meetings to review traffic, drainage, and utilities are ongoing. Conversations with the railroad have started and the first meeting will be in May. A stakeholder meeting is scheduled for May and the Town Council workshop in June.
- Grand Avenue Grants – Staff assisted the grant writing consultant KLJ with the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant for the Grand Avenue corridor project which was submitted on Feb. 28th. The team is evaluating the submission of an MPDG (Multimodal Project Discretionary Grant) – Particularly the RURAL which will be due on May 6th.
- Safe Streets of All (SS4A) Action Plan – Staff received 7 proposals for Safe Streets for All RFP. The review team is working with the preferred consultant on finalizing scope and fee. Council will see the recommendation on the consent agenda on the April 23rd Town Council meeting.
 - Following confirmed selection of the team
 - This study is funded with the \$276,000 SS4A grant (80/20 match) the Town received.

STREETS

(Kevin Fontana, Operations Manager)

- We were able to get asphalt earlier than expected. The road cut on 3rd St has been repaved
- New bus shelters are now in place on the West end of Grand Ave.
- Bike racks installed at new bus shelters
- Streets will continue to repair potholes around town and continue street sweeping.
- Ordered new VMS it's about 20 years newer than the one we have so we'll be able to program without having to drive across town every time.
- Ordered a solar light pole for Nogal Rd and Hwy 6 intersection.

BUILDINGS & GROUNDS

(Kevin Fontana, Operations Manager)

- We have selected 3 contractors for the Terrace Restrooms facelift.
- Installing new doors at the BC Park restrooms.
- Mowing season has started. All parks have been aerated and fertilized.
- Still working with TRANE to dial in the RTU's at the Town Hall.
- We selected a contractor to do the Public Restroom and Info Center pump station.

TOWN CLERK

April 2024

EAGLE NEWS

Stay Updated on the Latest Town Updates

- Prescribed Burns
- New Police Chief Announcement
- Respect the Wild Trail Opening Message
- DOLA Grant for Housing
- Yard Waste Opening
- Broadband
- Sylvan Lake Road Pedestrian Improvements Open House
- Housing Assessment Survey
- Spring Sustainability Message and Events
- Hydrant Flushing
- Open Space Recreation & Advisory Committee Vacancy

[Ask the Town](#)



- Rodger McLaughlin Services Inquiry
- Yard Waste Fee Inquiry
- Water Usage & Restriction Inquiry
- Airport & Rental Car Inquiry
- Compost Inquiry

Records Requests

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

**Various Town Departments respond to Records Requests*

Licensing

- 2024 Business License Renewals – 289 licenses
- Liquor License Authority & Administrative Approvals
 - Kum & Go – Name Change to Maverick
 - TiAmo Eagle - Renewal
 - Eagle Ranch Golf Course – Renewal
 - Canela Coffee Pre-Application
 - Mimi's Foods – Transfer Pending
 - CUT Capitol Public House – Modification of Premises

- Tobacco – 7 of 7 renewed
- Marijuana
 - Tumbleweed Retail Marijuana Store Renewal
 - Sweet Leaf Retail Store and Cultivation Renewal

Training/Meetings

- April 2 – Liquor License Authority
- April 3 – Eagle Municipal Court
- April 9 – Town Council
- April 10 – Eagle Municipal Court
- April 11 – Communications Committee
- April 12 – Town Council Retreat
- April 17 – Police Chief Ceremony
- April 23 – Communications Committee Website Pre-Launch
- April 23 – Town Council
- April 25 – Vacation through May 3

Sales Tax – 2024 Sales Tax - 1st Quarter Report in packet.

2024					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 559,634.65	\$ 821,112.05	4%	\$ 117,976.28	2236
Feb	\$ 731,332.99	\$ 810,272.13	21%	\$ 128,837.94	1963
Mar	\$ 911,960.74	\$ 707,787.05	1%	\$ 82,709.92	2045
1 Q	\$ 2,202,928.38	\$ 2,339,171.23	8%	\$ 329,524.14	
Apr		\$ 763,852.47	-6%	\$ 106,959.79	2080
2023					
Month	Filing Period	Revenue Period	O/U	Online Sales	Online Retailers
Jan	\$ 724,679.16	\$ 793,838.43	5%	\$ 97,085.03	2016
Feb	\$ 683,825.89	\$ 675,138.60	5%	\$ 91,521.57	1792
Mar	\$ 750,269.27	\$ 698,140.28	5%	\$ 97,830.73	1892
1 Q	\$ 2,158,774.32	\$ 2,167,117.31	5%	\$ 286,437.33	
Apr	\$ 684,490.35	\$ 802,334.06	16%	\$ 125,304.23	1921

POLICE DEPARTMENT

April 2024

2024 April Calls for Service: 959

2024 Jan.-April Calls for Service: 4,092

2023 April Calls for Service: 940

2023 Jan.-April Calls for Service: 3,723

<i>Agency Assist – 8</i>	<i>Harassment – 12</i>
<i>Assault -- 2</i>	<i>Juvenile/Family Incident -- 9</i>
<i>Burglary – 0</i>	<i>Missing/Recovered * Juvenile – 0 Adult- 1</i>
<i>Burglary False Alarm – 9</i>	<i>Motor Vehicle Crash/Assist – 29</i>
<i>Child Abuse Investigations -- 0</i>	<i>Narcotics -- 0</i>
<i>Citizen Assist – 47</i>	<i>Noise – 5</i>
<i>Civil – 5</i>	<i>Parking problem/violation – 30</i>
<i>Code Violation - 2</i>	<i>Protection Order Violation -- 0</i>
<i>Damage/Vandalism – 2</i>	<i>Sex Assault -- 1</i>
<i>Death -- 3</i>	<i>Misconduct Investigations -- 0</i>
<i>Disturbance – 9</i>	<i>Sex Offender Check/Registration -- 0</i>
<i>Dogs Leash, Welfare or Noise (EPD and not A.C.) – 5</i>	<i>SRO Related – 17</i>
<i>DUI/D -- 0</i>	<i>Suicidal/Welfare – 7</i>
<i>DUR -- 0</i>	<i>Suspicious Person/Vehicle/Occurrence – 38</i>
<i>F or M Menace/Assault/Weapons- 0</i>	<i>Theft – 7</i>
<i>Fire/Medical – 17</i>	<i>Trespassing -- 4</i>
<i>Fraud – 6</i>	<i>Warrant Arrest – 0</i>
	<i>Wildlife Animal -- 4</i>

<i>Eagle County Animal Services - calls in the Town of Eagle for the month of April 2024</i>	
<i>FAILURE TO CONTROL</i>	<i>46</i>
<i>ANIMAL BITE/ATTACK</i>	<i>5</i>
<i>BARKING</i>	<i>2</i>
<i>PROTECTIVE CUSTODY</i>	<i>0</i>
<i>WELLFARE CHECK</i>	<i>1</i>
<i>OTHER</i>	<i>1</i>
<i>GPS Hours in Jurisdiction 88.95</i>	

Carrie Buhlman was sworn into her new role as Chief of Police on April 17th. This is an outstanding achievement as women represent [less than 13 percent of full-time sworn officers and approximately 2 percent of all chief of police positions](#) in the United States. Chief Buhlman is the first female Chief both for Eagle PD and all law enforcement agencies within Eagle County. Please join us in celebrating Chief Buhlman in her new role! Eagle PD will begin the process of hiring a Lieutenant in May to fill her vacancy.

Code Enforcement Officer Delp had a license plate reader installed on his work vehicle that will allow him to quickly and efficiently manage parking in areas with timed parking restrictions such as Broadway.

Sergeants Causey and Rich attended a weeklong Frontline Leadership training hosted by County Sheriffs of Colorado (CSOC). Chief Buhlman and Officer Shaffer attended a grant-funded leadership training hosted by University of Denver. By maintaining the balance of allowing members of the PD to attend trainings while still having adequate coverage for patrol, we hope to further develop the skills and abilities of our team and provide excellent service to our community.

As our weather warms up, our rivers are rising due to runoff from the melting snow. In anticipation of the changing season, Eagle Police Department completed swift water rescue training with Greater Eagle Fire Protection District.

Eagle PD will continue education efforts around the newly implemented e-bike regulations within Town limits. As part of the rollout of the ordinance, an education campaign is underway and will include educational fliers distributed at events and activities within the community, plus presentations for students at area schools. The town also will install both signage and pavement markings along applicable bike paths, sidewalks, trails and dismount zones. School Resource Officer Scriver held a presentation at EVHS to the students about these regulations. Additionally, information went out in the Eagle County School District parent newsletter so that families can continue the conversation. SRO Scriver plans to present to students at Eagle Valley Middle, Eagle Valley Elementary and Brush Creek Elementary schools in May.

SRO Scriver gave anti-bullying, anti-retaliatory and anti-harassment trainings to students in Eagle Schools.

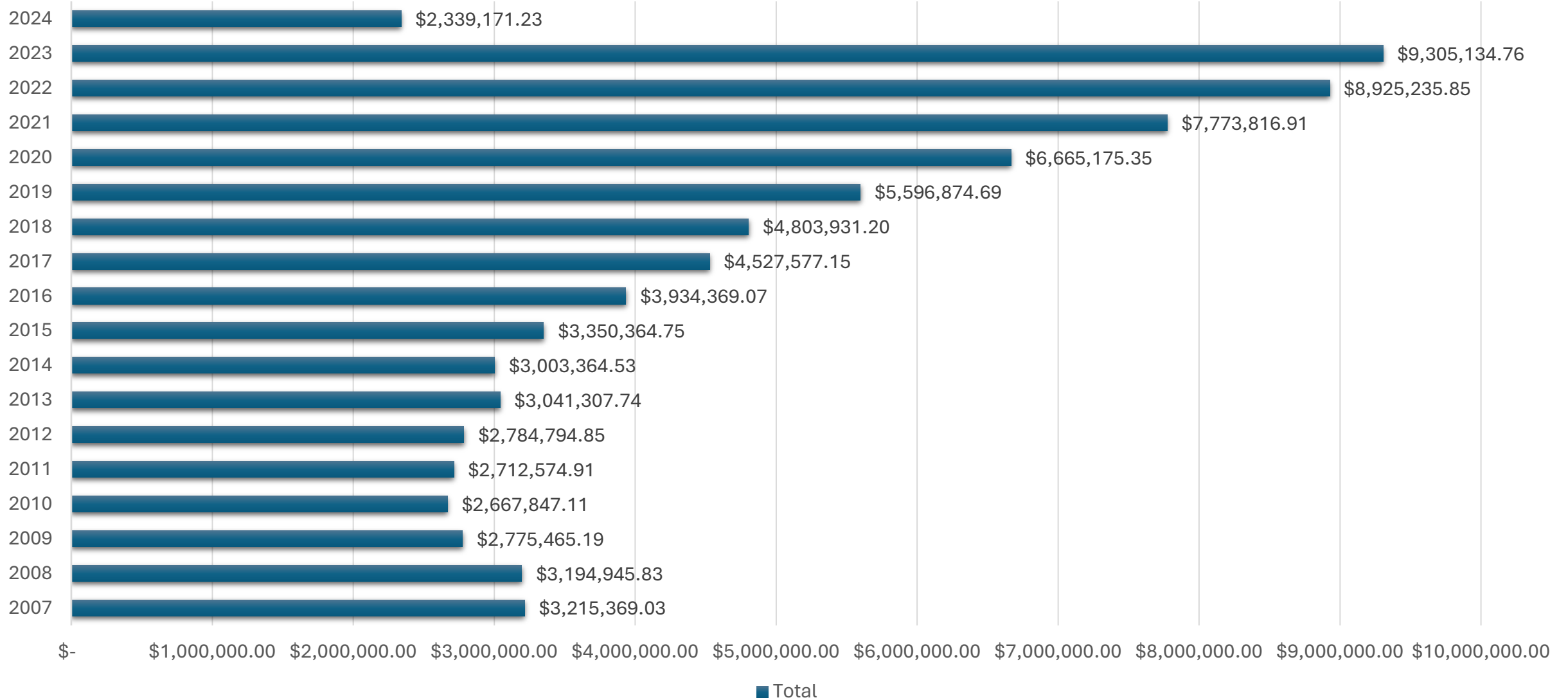
Sergeant Causey, as part of the Rocky Mountain Tactical Training Association (RMTTA), co-hosted the first RMTTA Basic Sniper Class in Kersey, CO. Sgt. Causey obtained his SME (subject matter expert) endorsement through RMTTA last year, as part of the first effort in the state to standardize training. 9 law enforcement officers were in the course, including major metro agencies. The course focused on life-saving skills and techniques that can be utilized to protect life in rapidly changing emergencies. Also in the course, Sgt. Causey assisted Denver PD with the development of their program that will train and employ a 150-officer unit for rapid response to civil unrest and active shooter emergencies. Sgt. Causey is one of two SME Instructors for the state, and the only member of the RMTTA instructor cadre from the western slope.

Officer Nick Deering attended Drone Flight School hosted through Colorado State University. This certification will allow Officer Deering to pilot a drone as needed during investigations or searches.

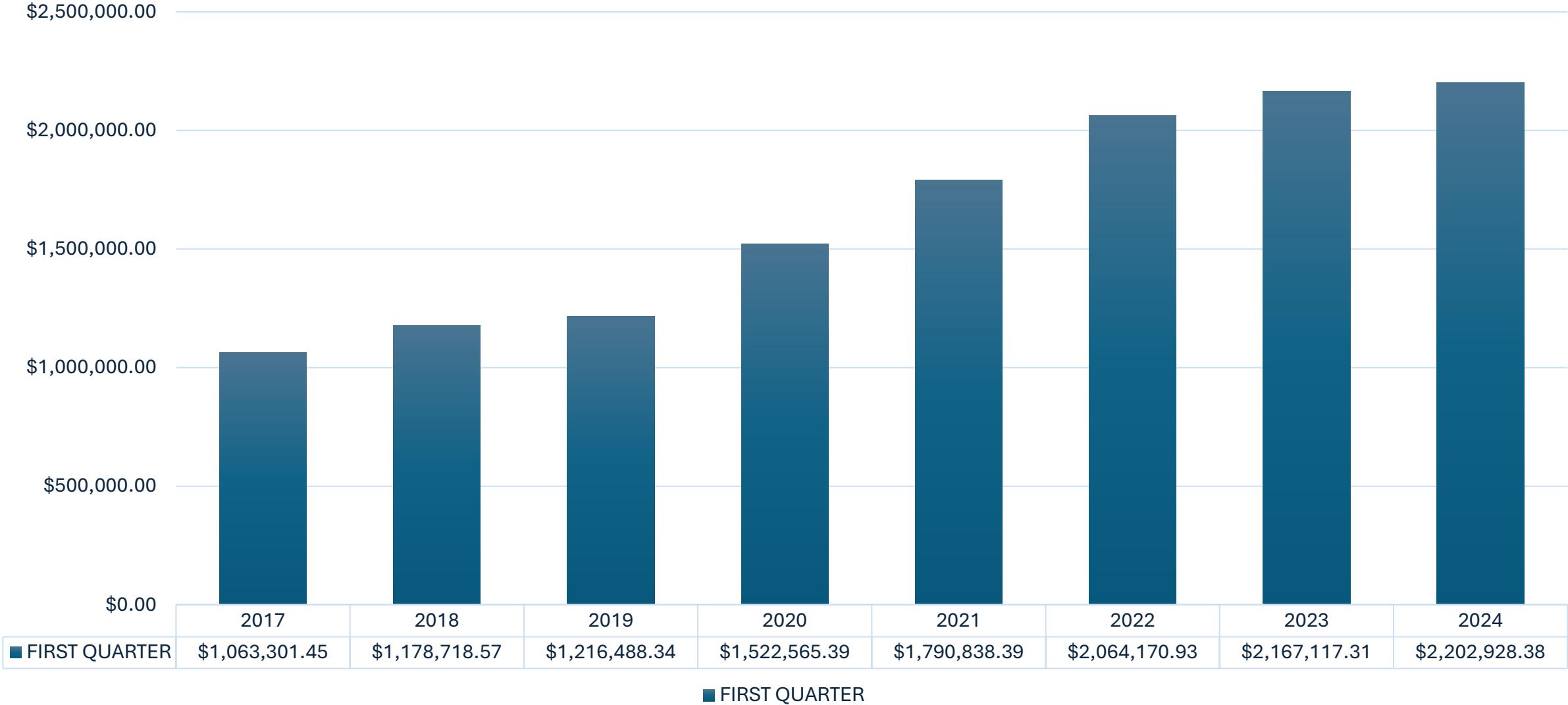
Sergeant Westering serves as the Vice President of the Board of Directors for Mountain Youth. The board of directors is made up of representatives from organizations including local government, mental and physical health, education, business and youth. This board met during the month of April and serves with the mission to continuously and collaboratively improve the lives of youth in the most powerful ways possible.

ANNUAL TOTAL SALES TAX 2007-2024 REVENUE PERIOD TOTALS

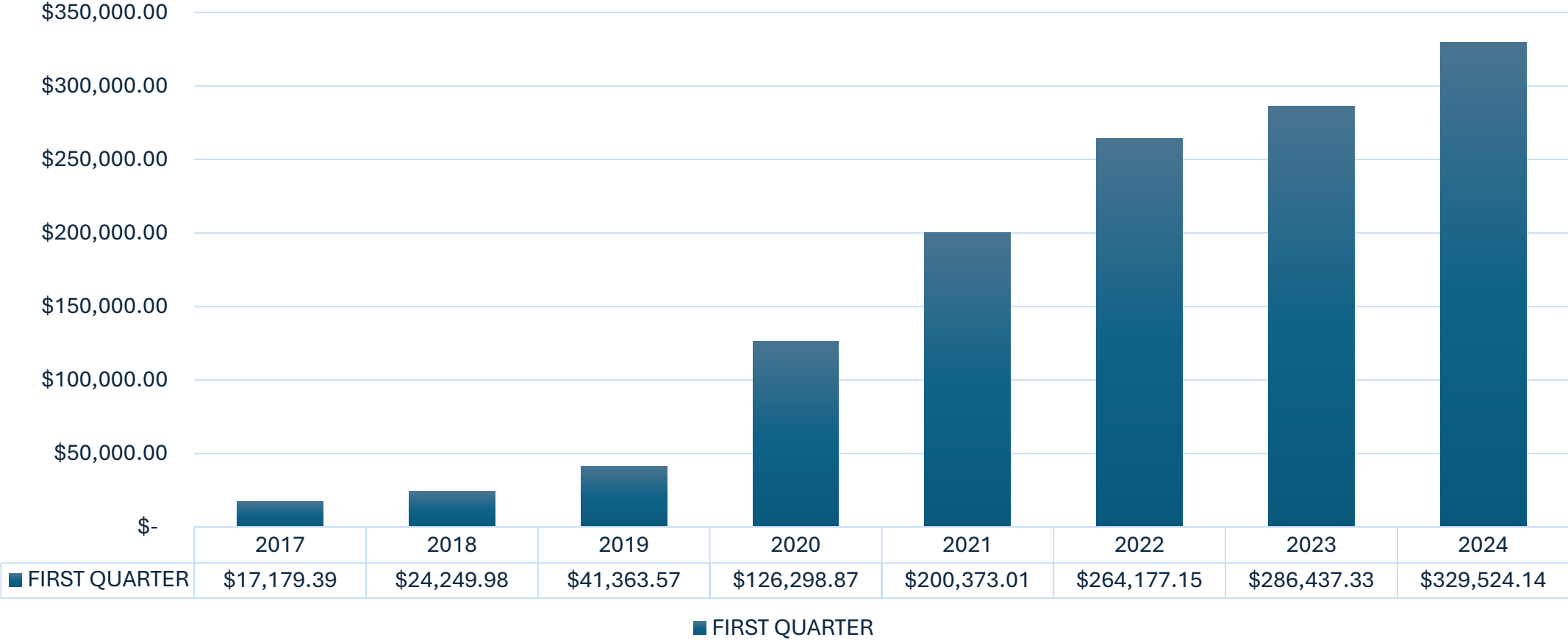
**2016 - PRESENT INCLUDE .5% SALES TAX
INCREASE*



TOTAL SALES TAX BY QUARTER
2017-2024
REVENUE PERIOD TOTALS

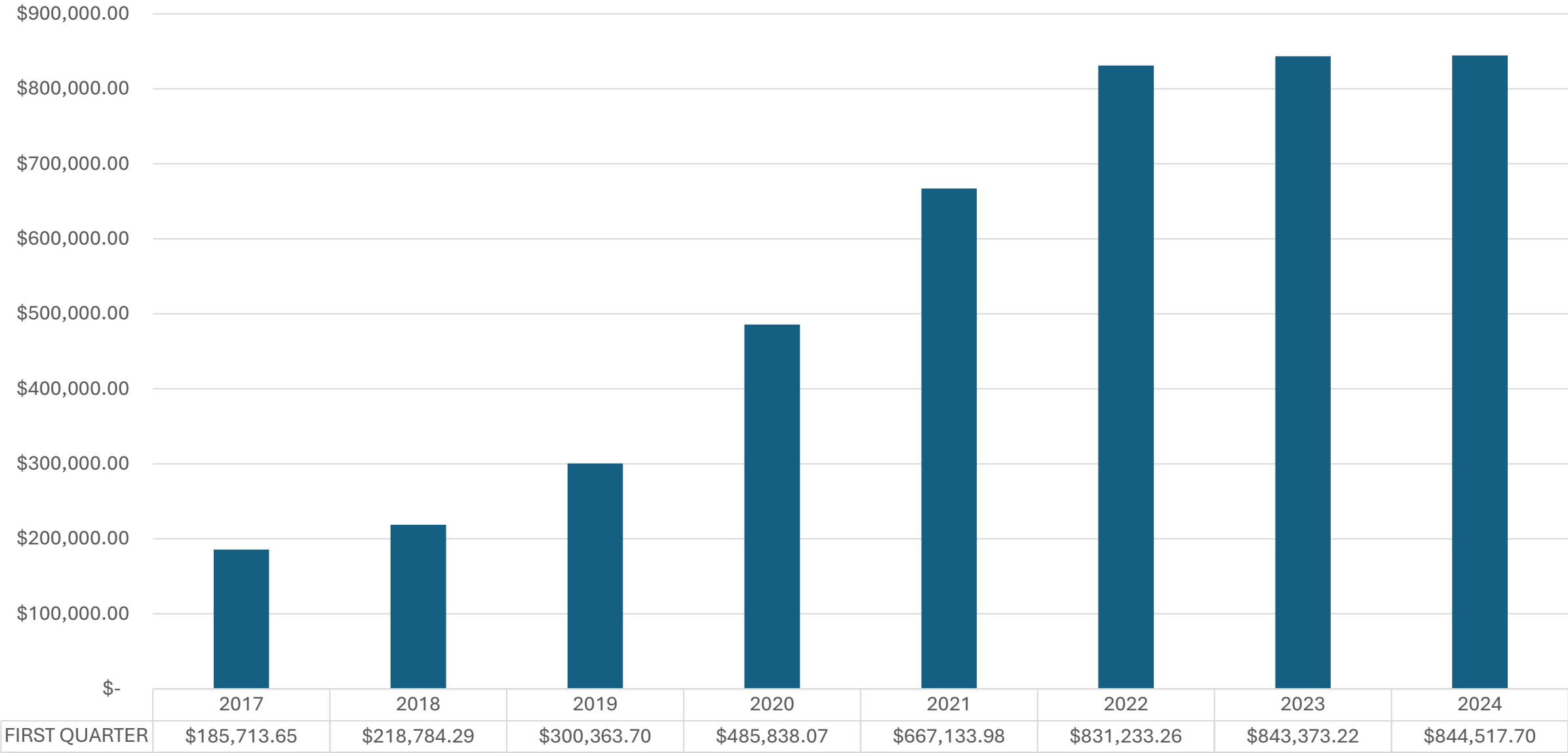


ONLINE SALES TAX BY QUARTER
2017-2024
REVENUE PERIOD TOTALS



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

RETAIL QUARTERLY COLLECTIONS
2017-2024



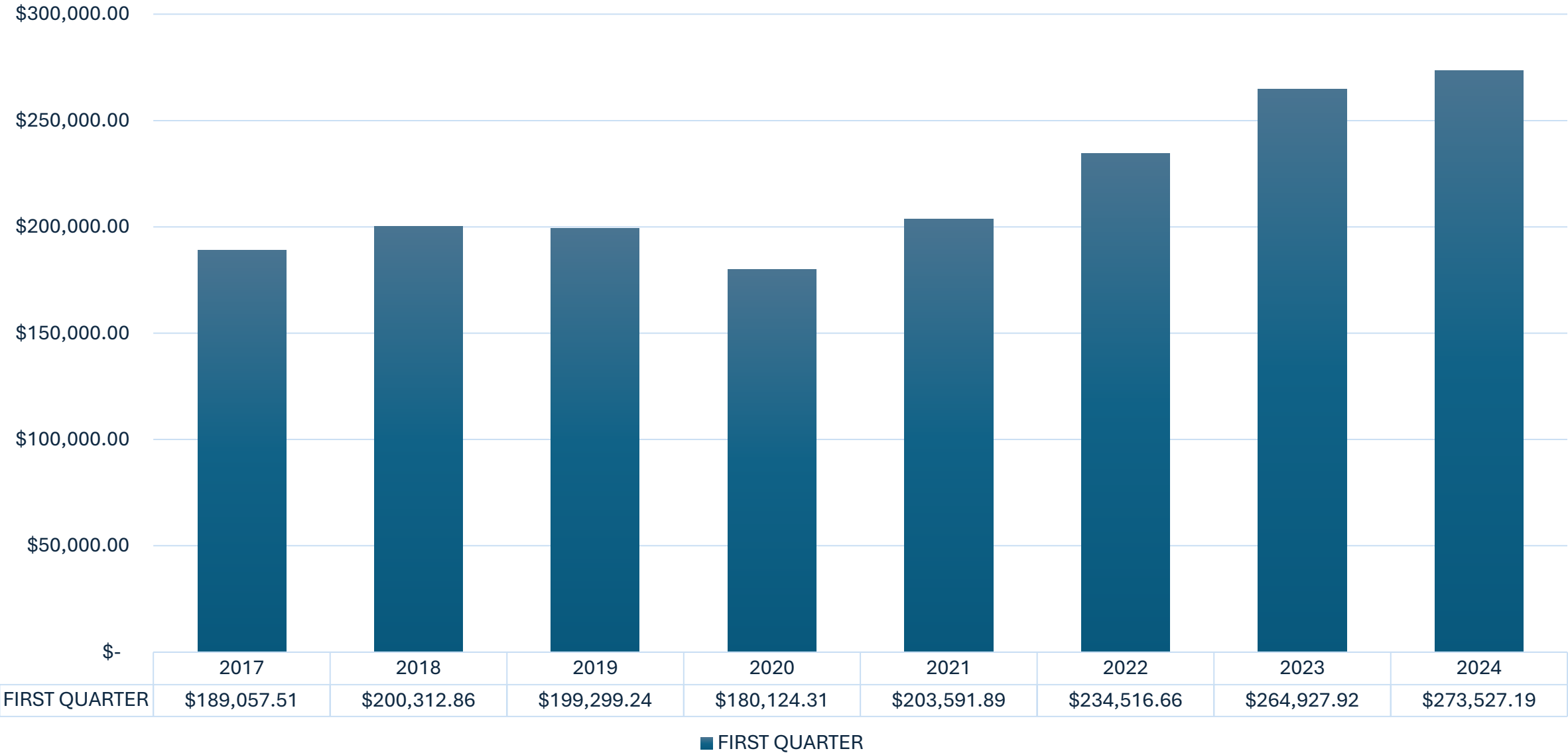
■ FIRST QUARTER

FOOD QUARTERLY COLLECTIONS
2017-2024

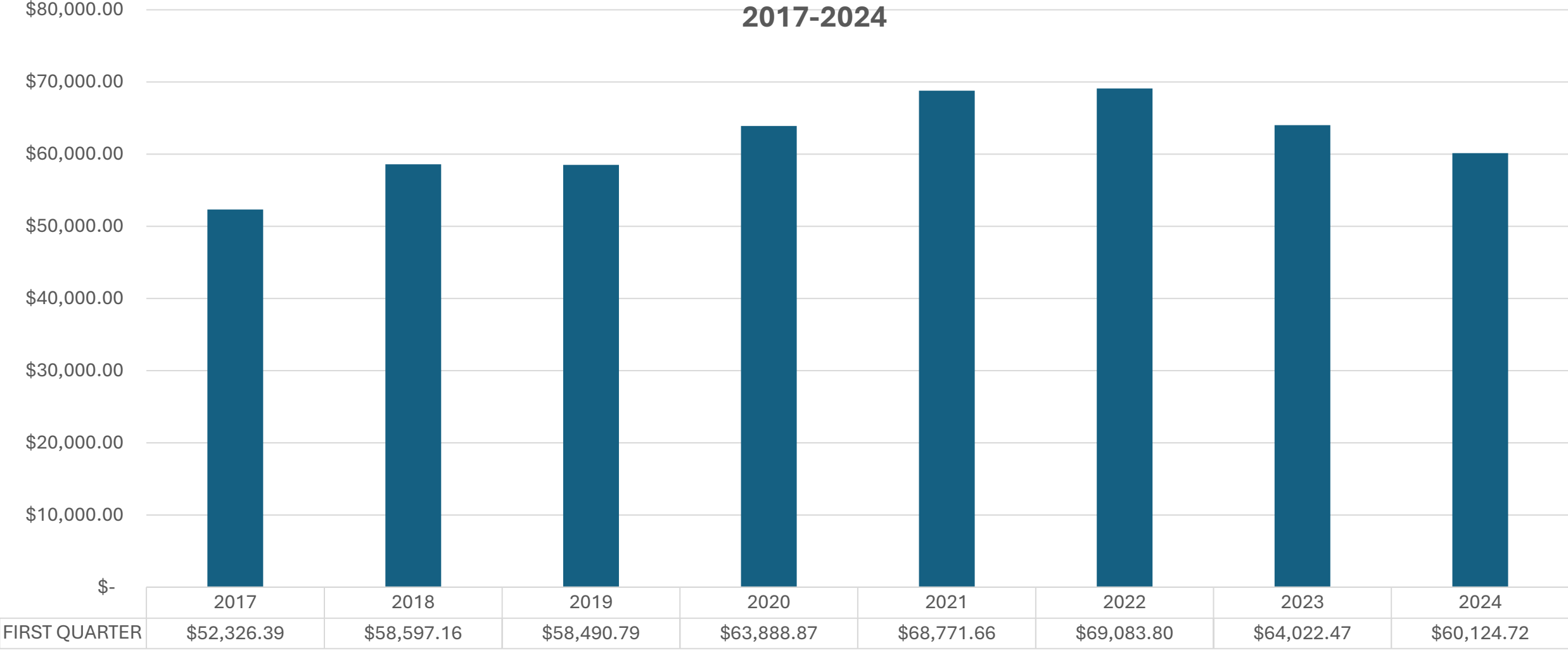


RESTAURANTS & BARS QUARTERLY COLLECTIONS

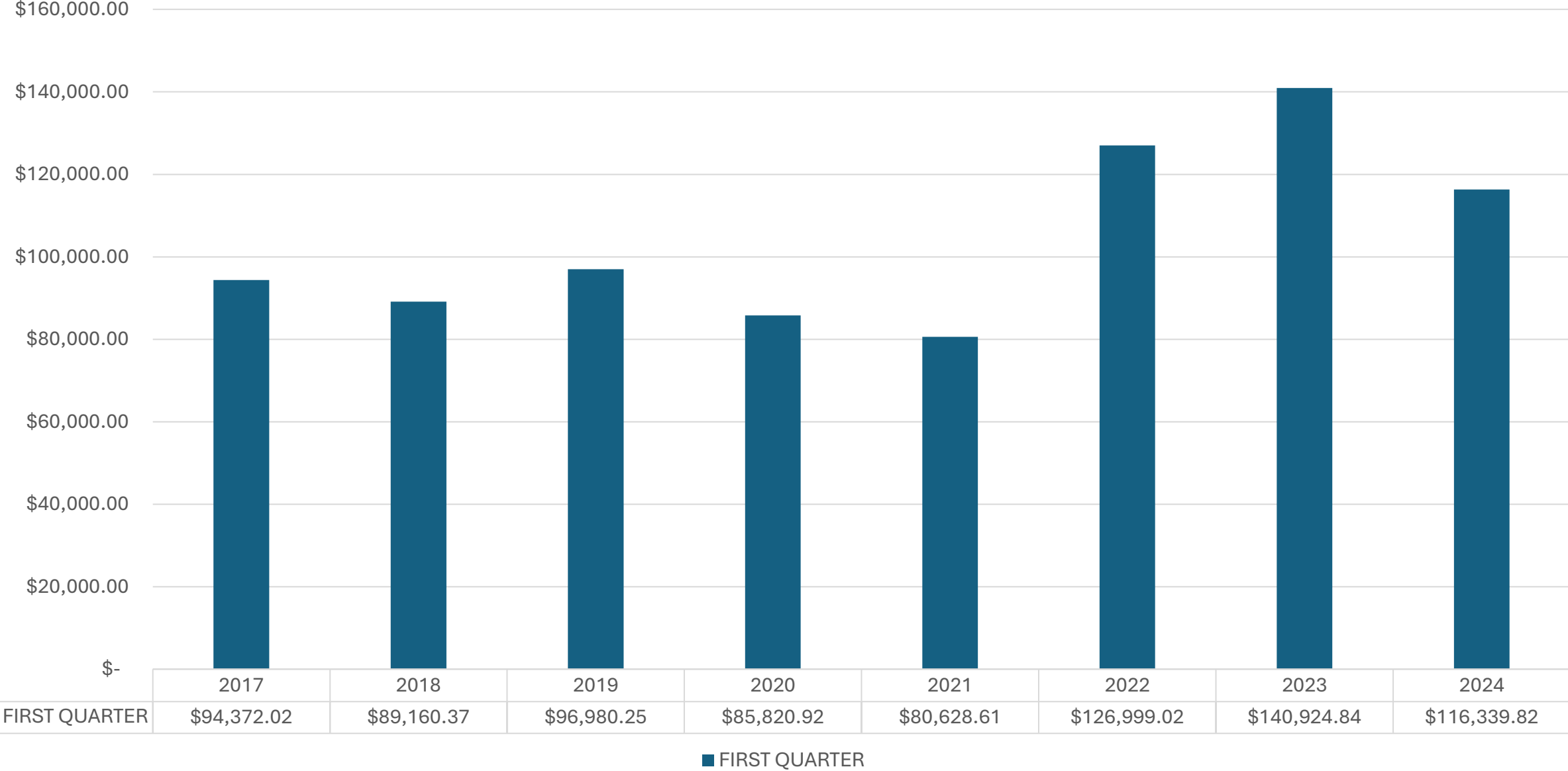
2017-2024



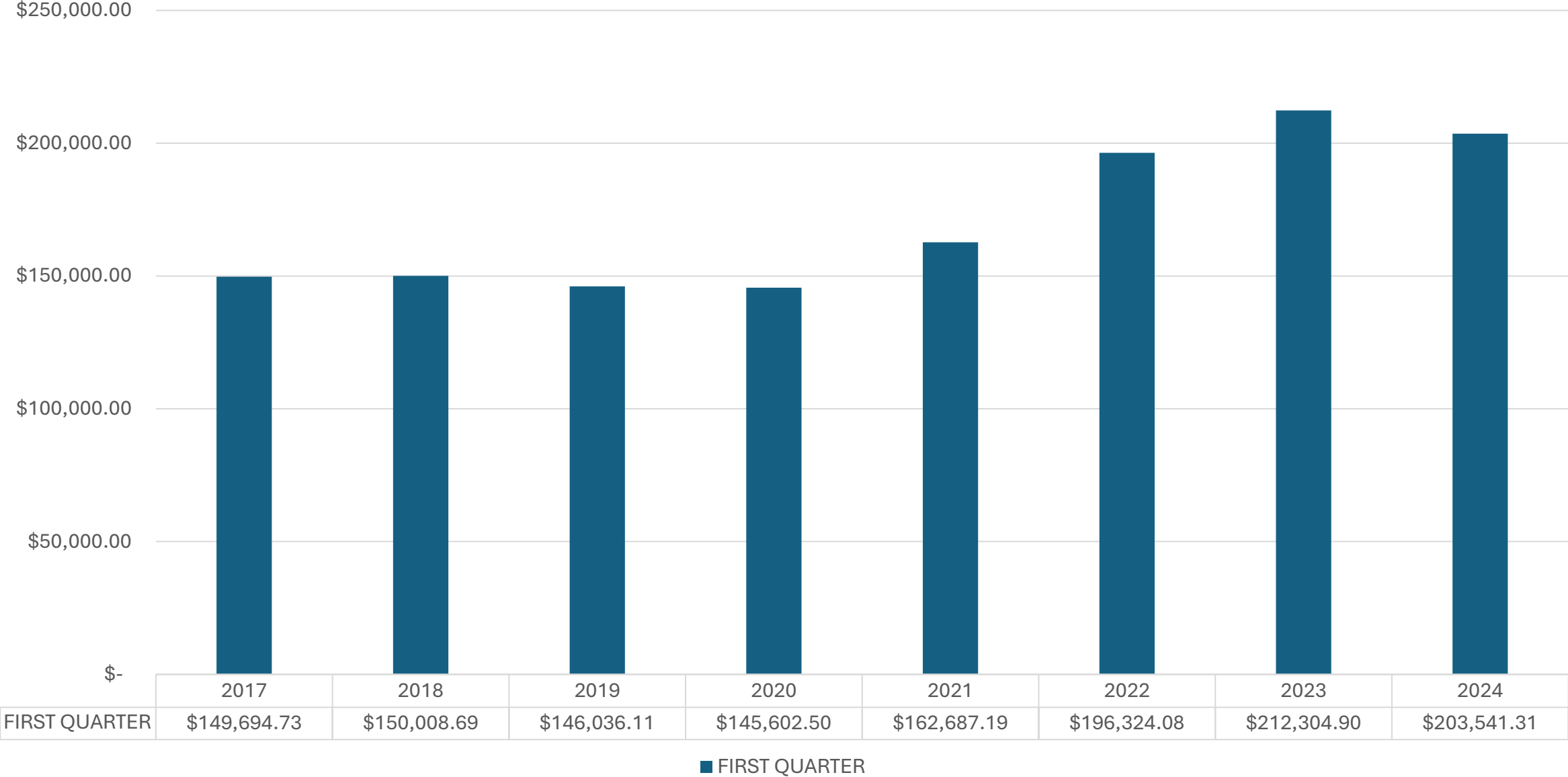
LIQUOR STORES QUARTERLY COLLECTIONS
2017-2024



LODGING QUARTERLY COLLECTIONS
2017-2024

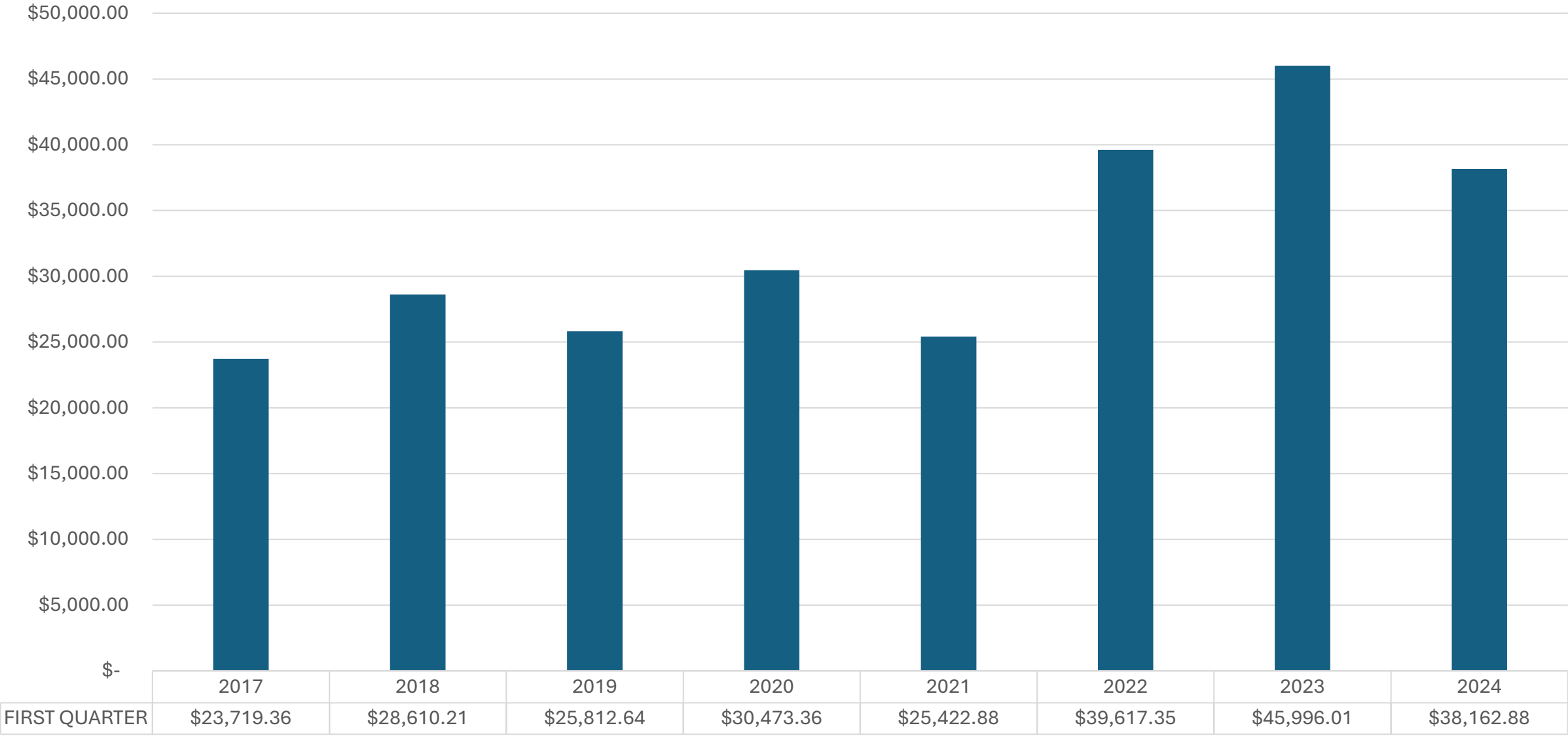


UTILITIES QUARTERLY COLLECTIONS
2017-2024



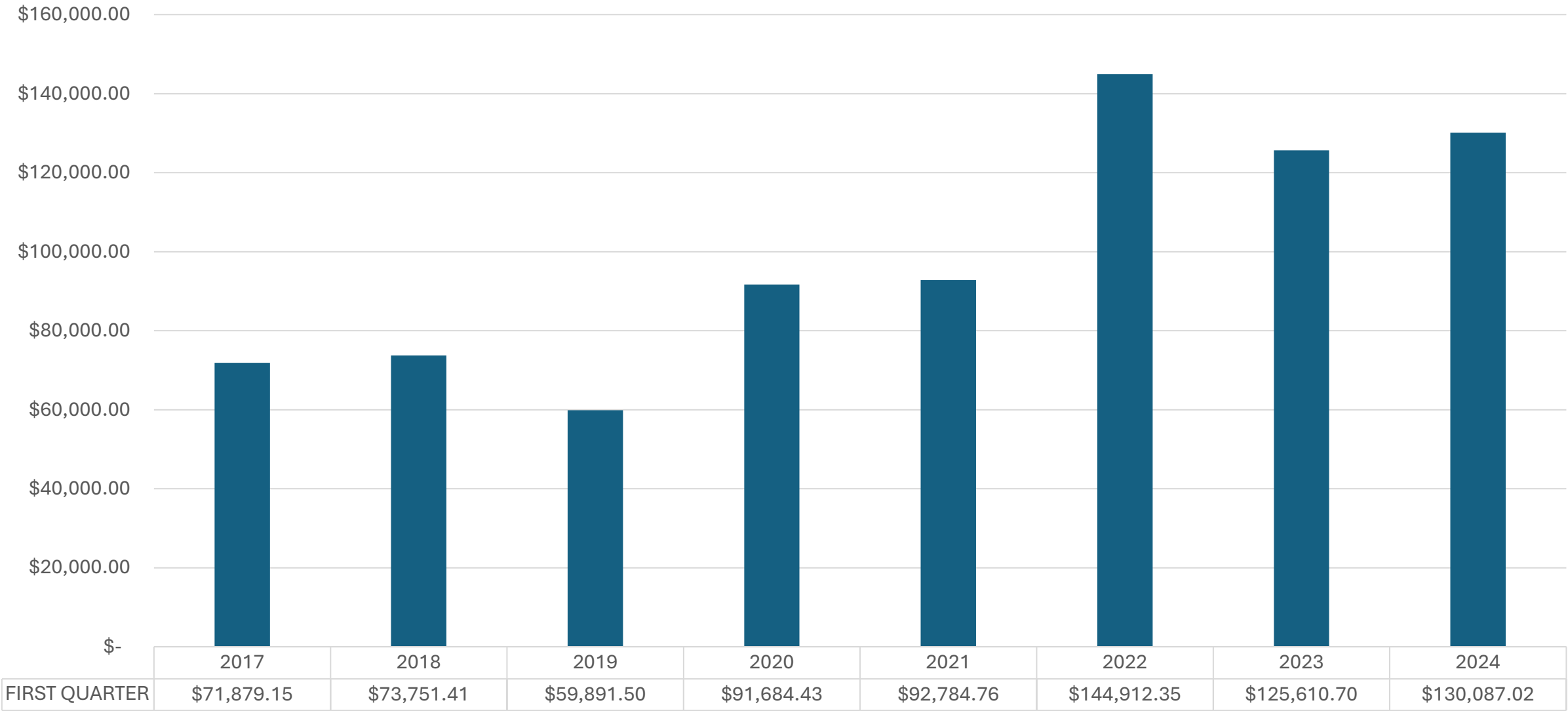
AUTOMOTIVE QUARTERLY COLLECTIONS

2017-2024



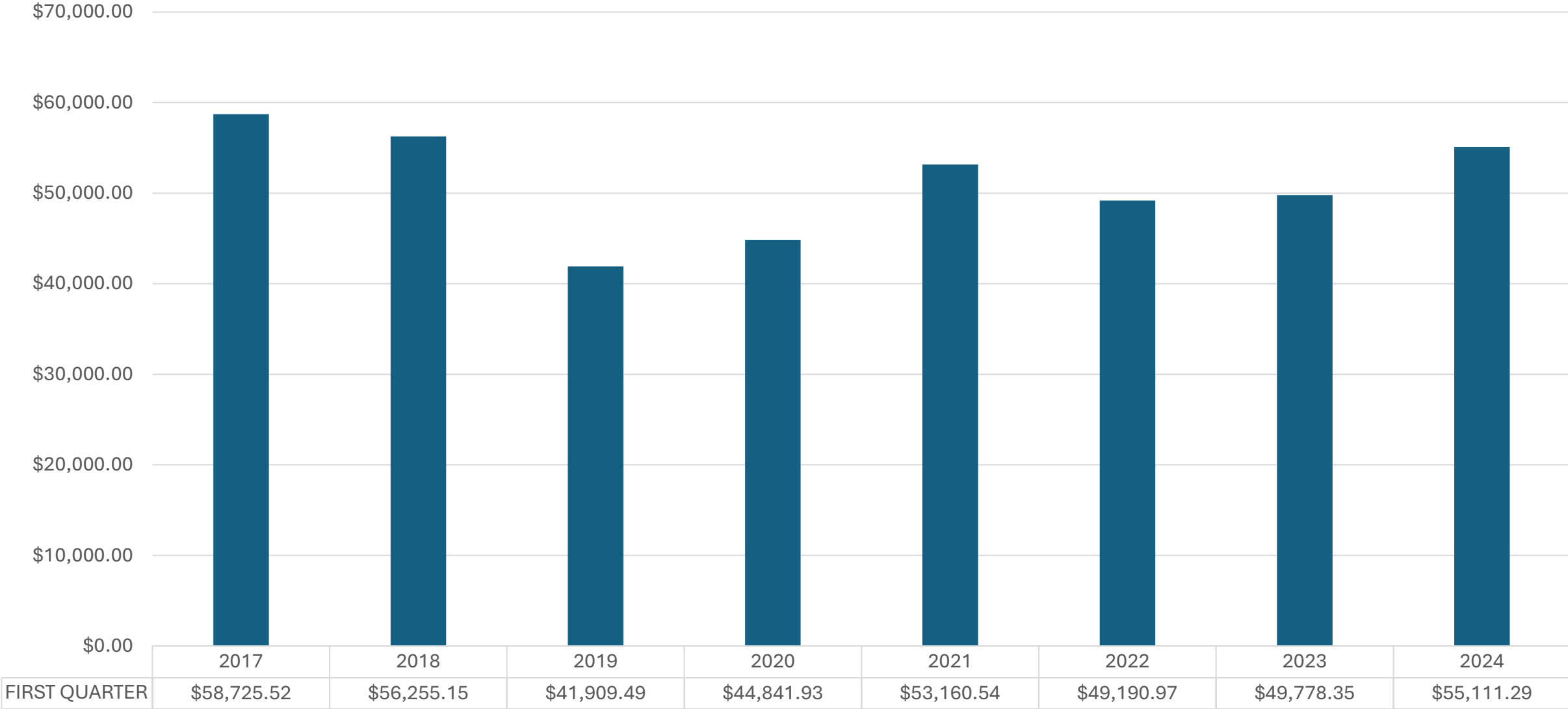
■ FIRST QUARTER

BUILDING/CONSTRUCTION QUARTERLY COLLECTIONS
2017-2024



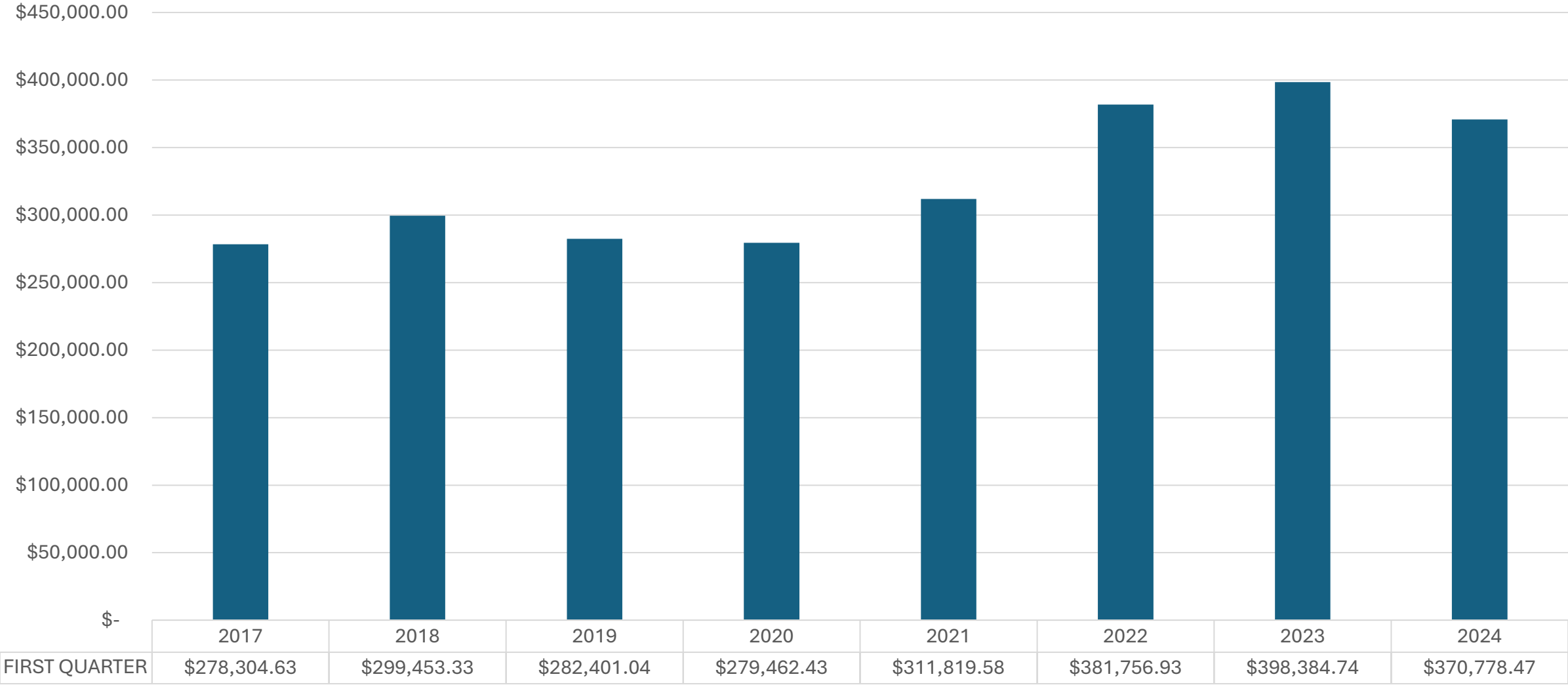
■ FIRST QUARTER

DOWNTOWN DISTRICT QUARTERLY
2017-2024

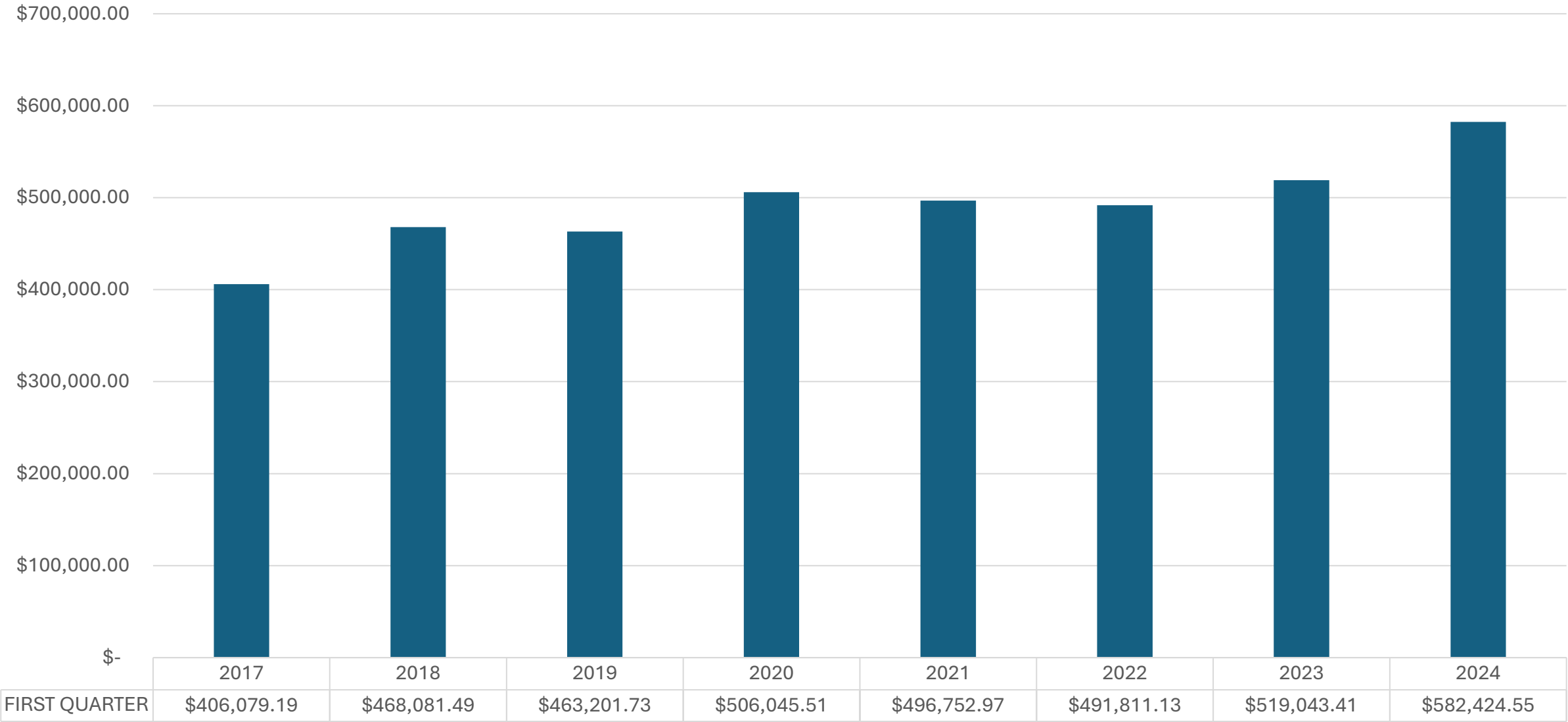


■ FIRST QUARTER

CHAMBERS AVENUE QUARTERLY
2017-2024

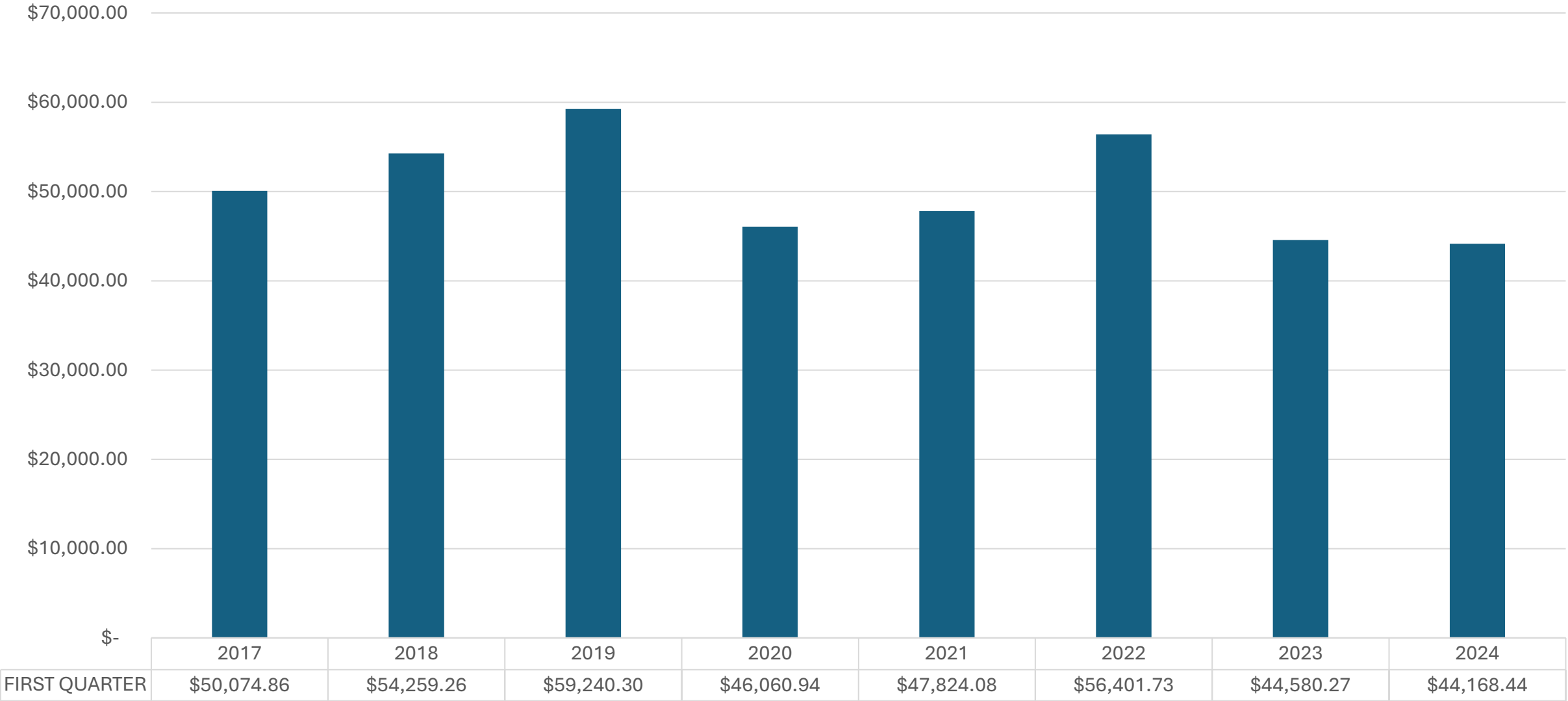


MARKET STREET QUARTERLY
2017-2024



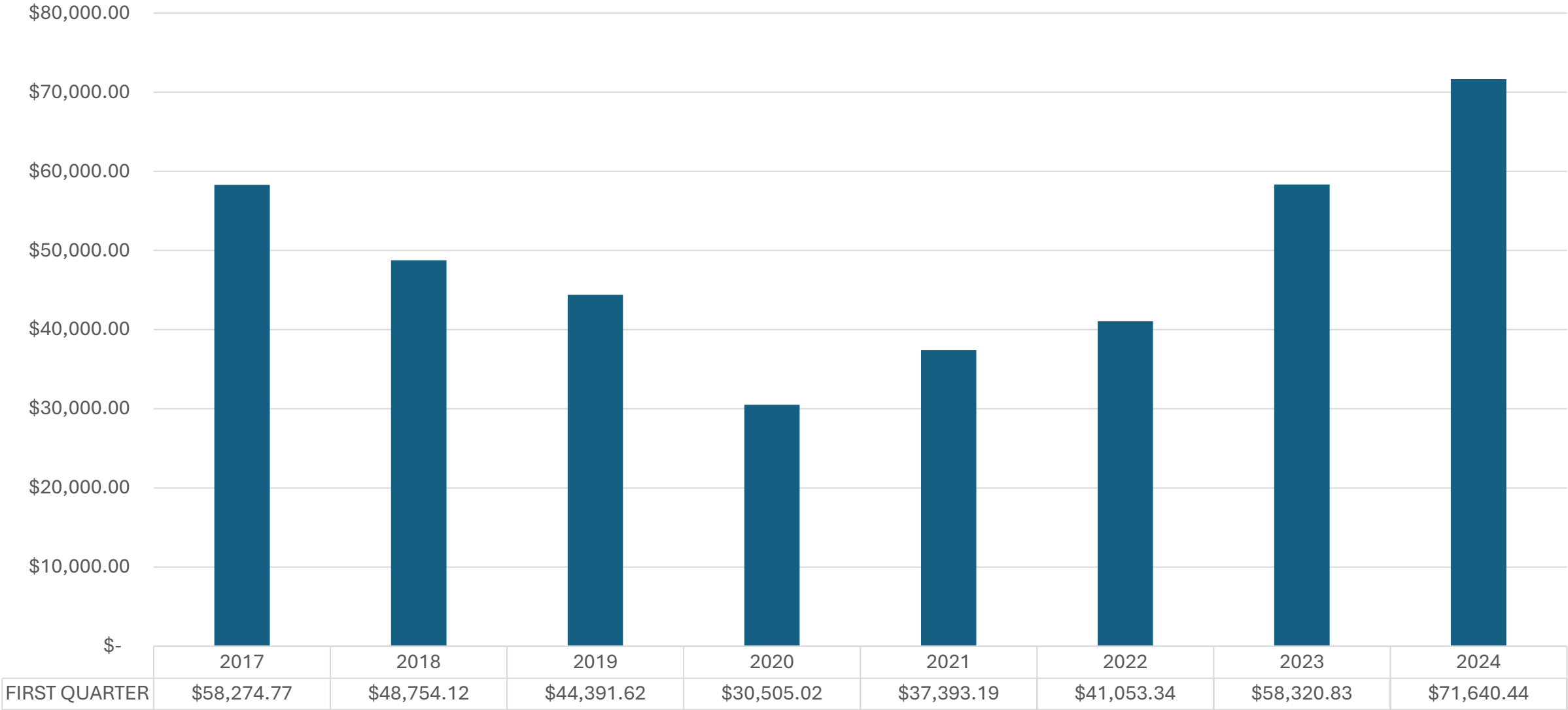
■ FIRST QUARTER

GRAND AVENUE QUARTERLY
2017-2024



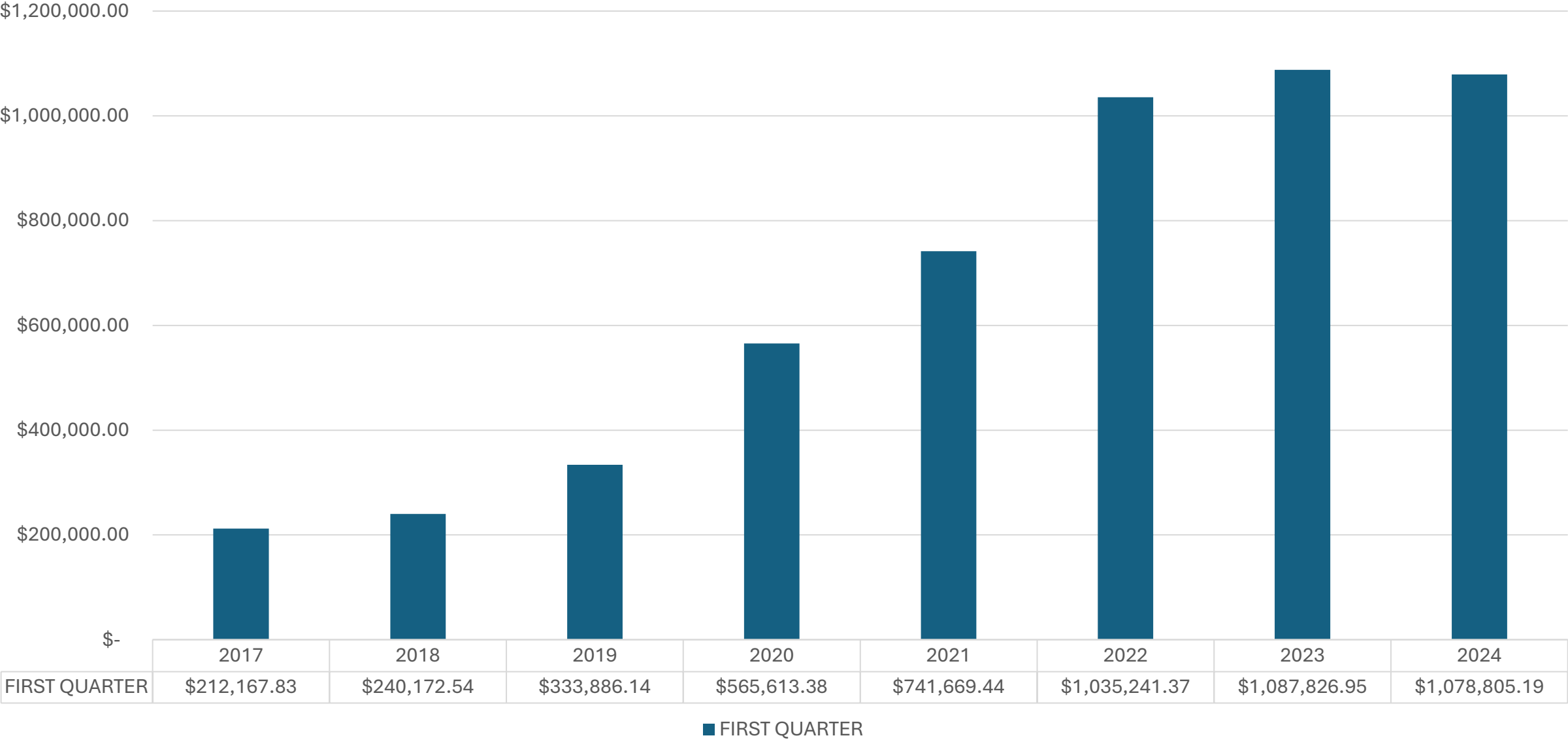
■ FIRST QUARTER

EAGLE RANCH QUARTERLY
2017-2024



■ FIRST QUARTER

OTHER AREAS QUARTERLY
2017-2024 *includes online sales





To: Mayor and Town Council

From: Jill Kane, Finance Director

Date: May 14, 2024

Re: 1st Quarter 2024 - Budget to Actual Report and Revenue Analysis

This report is a revenue analysis for the first quarter of the year, ending March 31, 2024. Attached to this revenue analysis is the corresponding *Budget to Actual Report*. This analysis provides a narrative for all revenues that had significant changes from the first quarter in 2023 to the first quarter in 2024. This report also discusses any budget to actual significant variances.

Please review the attached *Budget to Actual Report* alongside the following analysis. The report covers the quarter ending March 31, 2024, incorporating actuals from the first quarter of 2023 for comparative purposes. The report includes the original annual budget for 2024 as well as the first supplemental budget. The column that calculates the *unearned* or *unexpended* amount and percentage compared to budget show the collections/spending for the year compared to the revised budgeted amounts. Staff has highlighted all line items that were amended from the original budget to the revised budget to facilitate easy identification of these modifications.

A significant change is considered to be a variance that is greater than \$15,000 AND 10% over the prior year. If Council has any questions for amounts below this threshold staff is happy to provide additional detail.

Town-wide Interest Accounts – To avoid redundancy for each fund, this comment pertains to interest accounts for all funds. The majority of Town’s funds are held in COLOTRUST. Interest rates have shown a consistent upward trend. At the close of 2021, interest rates for Town accounts hovered around 0.05%. However, with the Federal Reserve incrementally raising interest rates over the past few years, COLOTRUST experienced significant growth, with interest rates reaching 4.51% by the end of 2022 and 5.58% by the end of 2023. While interest rates experienced a slight decline in the first quarter of the current year, ending the period at 5.44%, it’s noteworthy that the Town’s interest revenue has increased compared to the same period in 2023. This increase is attributed to both the higher interest rates observed during the first quarter of 2023 compared to the first quarter of 2023 (5.01%) and the overall growth in fund balances.

General Fund Revenues – Budget to Actual - In the first quarter of 2024, the General Fund has collected 24% of budgeted revenues, with revenues currently exceeding expenditures by \$928,895. However, the revised budget anticipates expenditures to surpass revenues by \$2,356,665 by year-end, primarily due to \$2.15 million allocated for transfers to other funds. When excluding these transfers, expenditures are still projected to exceed revenues by approximately \$206,665.

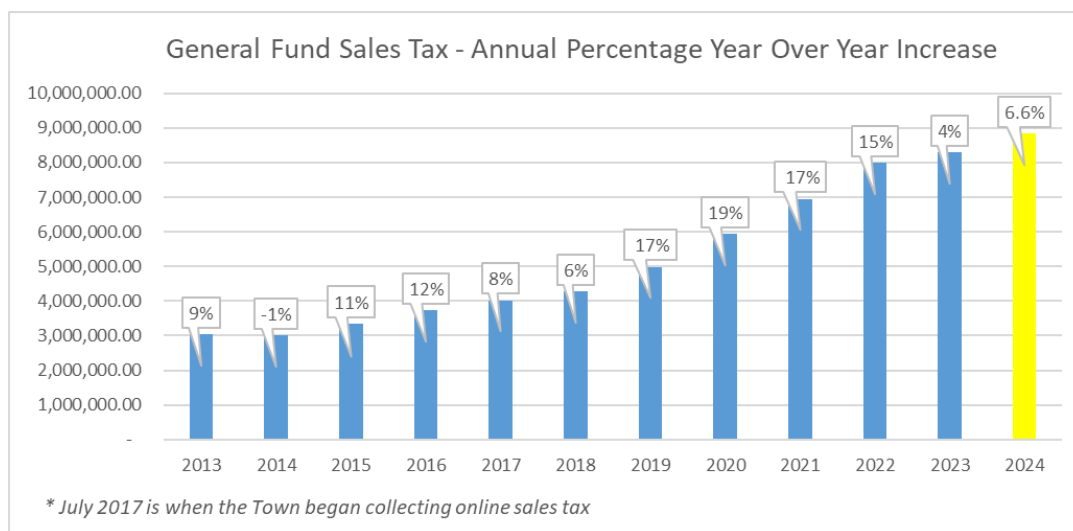
- **Tax Revenue**

- **Property Tax** – The Town has already collected \$243,770 in property tax in 2024, marking a significant increase from \$179,756 collected in the first quarter of 2023, representing a 36% increase. Staff projects a 45% increase over 2023 by year-end due to the significant increase in assessed property valuation from \$165,751,310 to \$239,579,250.
- **Sales Tax:** Although sales tax does not meet our thresholds for a “significant change”, staff would like to note that regular sales tax is up \$162,762 or 8% over the prior year (PY) a majority of which is likely due to inflation. The sales tax categories that are showing increases in the first quarter year-over-year include:
 - *Restaurants/Bars* – 3% over PY
 - *Auto* – 14% over PY
 - *Food* – 12% over PY
 - *Utilities* – 7.6% over PY
 - *Building/Construction* – 4% over PY.
 - *Online Sales Tax* – 15% over PY

The categories that are flat or show decreases in the first quarter year-over-year:

- *Lodging* (17%)
- *Retail* – 0% over PY
- *Utilities* (4%)
- *Liquor* (6%)
- *Auto* - (17%)

Below is a graph illustrating the year-over-year percentage increase from 2013 to 2024, with 2024 reflecting a 6.6% increase over 2023. Originally, staff projected a 5% increase in 2024 over the projected sales tax for 2023. However, since 2023 fell below budget, our current projection is a 6.6% increase over the previous year. Consequently, staff will closely monitor sales tax for the remainder of the year.



- **Licenses & Permits**

- **Building Permits:** There is a YOY decrease of \$244,740 (75%). Building permit revenue will fluctuate based on the timing of projects and size of projects. In the first quarter of 2024 there were 30 permits pulled with a valuation of \$7,656,030, compared to 49 permits in the first quarter of 2023 with a valuation of \$10,581,750. Approximately \$300,000 of the building permit revenue collected in the first quarter 2023 was for Hockett Gulch.

- **Intergovernmental Revenue**

- **Highway Users Tax** – There is a year-over-year increase in Highway user tax in the amount of \$16,612 or 31%. The increase may be due travel increases in 2024 compared to 2023, however more notably may be the collection and distribution of the retail delivery fee of \$0.27 on all deliveries. This fee is split between the State, counties, and municipalities. The Town’s collection of Highway user tax in the first quarter of 2024 is similar to the collection in the last quarter of 2023.
- **Road & Bridge Fund** – The Town has already collected \$71,982 in Road & Bridge tax in 2024, which is a \$18,901 increase from the \$53,620 collected in the first quarter of 2023. This represents a 36% increase. This amount of increase is going to be in line with the increase in the Town’s property taxes since it is based on the Town’s assessed values. Staff is now projected the end the year with \$158,000 in Road & Bridge fund revenue. Staff will revise during the year-end supplemental budget process.

- **Charges for Services**

- **Broadband Service Fees:** While the decrease in revenue doesn't meet our threshold for "significant," it's worth noting that there's a decrease of \$11,976 from 2023. This change is due to the transfer of wireless broadband customers to the Broadband fund in 2024. Despite the creation of the Broadband Fund, some revenue remains in this line item as the Broadband Fund will serve last-mile customers. Middle-mile customers with individual agreements with the Town will remain within the General Fund.
- **Real Estate Transfer Fee:** In 2023 the Town collected the first real estate transfer fee from a purchase of Haymeadow Mount Hope Circle properties for \$36,936. The Town will collect RETAs for the following developments per their development agreements:
 - *Haymeadow – 0.60% (No maximum)*
 - *Red Mountain Ranch – 0.40% (No maximum)*
 - *Reserve at Hockett Gulch – 2% (\$250,000 maximum assessment per transfer)*
 Finance pulls a monthly “Town of Eagle Sales Report” from the County to ensure that we are collecting all necessary RETAs. No RETAs have been collected in 2024 to date.

Enterprise Fund Revenues – Budget to Actual

- **Water Fund** – In the first quarter of 2024 the Water fund collected 15% of budgeted revenues. The only revenue type with a significant change from 2023 is plant investment fees. Normally the Town collects about 15% of budgeted revenues in the first quarter, as most of the Town’s water sales occur during the summer months and anticipated development projects are usually not initiated yet. Revenues exceeded expenditures by \$278,371 in the first quarter. With the revised budget staff is currently projecting to end the year with expenditures exceeding revenues by \$8,088,712. This is due to the \$11.9M in budgeted capital projects.
 - **Plant Investment Fees:** This is revenue that is mainly collected on new construction projects and will fluctuate based on the timing of projects. Year to date (YTD) the Town has collected \$69,658 in water plant investment fees (PIF) for 3 single family homes. This is down from \$328,108 last year which was almost entirely due to Hockett Gulch. Of the \$2.8M budgeted in 2024, \$2.3M is projected for Hockett Gulch phase II.

- **Wastewater Fund** – In the first quarter of 2024 Wastewater collected 19% of budgeted revenue. Wastewater sales is currently right on track at 25% for the quarter. Revenues currently exceed expenditures by \$188,581. With the revised budget, staff is expecting to end the year with expenditures exceeding revenues by \$6,110,586 which is due to the \$8.3 million in budgeted capital projects.
 - **Plant Investment Fees:** This is revenue that is mainly collected on new construction projects and will fluctuate based on the timing of projects. Year to date (YTD) the Town has collected \$42,000 in water plant investment fees (PIF) for three single family homes. This is down from \$299,000 last year which was solely for Hockett Gulch. Of the \$1.8M budgeted in 2024, \$1.6M is projected for Hockett Gulch phase II.
- **Refuse Fund** – In the first quarter of 2024, Refuse collected 25% of budgeted revenue which is expected. Revenues currently exceed expenditures by \$97,021. This is purely due to the timing of payments to Vail Honeywagon. With the amended budget staff is currently projecting to end the year with revenues exceeding expenditures by \$1,269. The \$65,836 or 39% in increase revenue collected in 2024 compared to 2023 is due to the new contract established with Vail Honeywagon in 2023 which became effective for billing purposes for the last two months of 2023.
- **Stormwater Fund** – In the first quarter of 2024 stormwater has collected 26% of budgeted revenue which is anticipated. Stormwater fee collection should be consistent at about 25% a quarter. Revenues currently exceed expenditures by \$25,723. Staff is projecting to end the year with revenues exceeding expenditures by \$65,530. There are no revenue variances that exceed the threshold for additional comment.
- **Broadband Fund** – In the first quarter of 2024 Broadband has collected 2% of budgeted revenues, or approximately 10% without debt proceeds. Revenues currently exceed expenditures by \$11,848. Staff is currently working on the business plan to present to Council to know if we will be moving forward with issuing debt and fully implementing wireless broadband. Until then staff will have an internal modified budget to ensure that expenditures do not exceed revenues. There are no revenue variances that exceed the threshold for additional comment.

Capital Improvement Fund Revenue– Budget to Actual – In the first quarter of 2024 the Capital Improvements Fund has collected 8% of budgeted revenues. Capital improvement fund revenues are one-time revenues and based on the timing of projects. Expenditures currently exceed revenues by \$207,981. With the amended budget staff is currently projecting to end the year with expenditures exceeding revenues by \$1,649,161.

- **Developer Contribution – Grand Avenue:** The first quarter collection of \$220,850 is for Hockett Gulch based on section 10.7 of the Development Agreement (DA). The Town collected \$3,500/EQR for the development. Hockett received an 88 EQR discount for the first building permit per the DA. No contribution has been received in 2024, the \$300,000 budgeted is for Reserve at Hockett Gulch phase II.
- **Public Safety Impact Fees:** The Town has not collected any public safety impact fees in 2024 compared to \$306,074 in 2023. The fees collected in 2023 were entirely due to Hockett Gulch. The \$330,000 budgeted in 2024 is specifically for the second phase of Hockett Gulch.
- **Street Impact Fees:** The Town has not collected any street impact fees in 2024 compared to \$145,866 collected in 2023. The fees collected in 2023 were entirely due to Hockett Gulch. The \$160,000 budgeted in 2024 is specifically due to the second phase of Hockett Gulch.
- **Use Tax:** In the first quarter of 2024, the Town has collected \$145,450 in use tax, reflecting a decrease from the \$792,532 collected in the same period of 2023. The 2024 collections primarily consist of proceeds from smaller projects and a few single-family homes. Notably, of the \$792,532 collected in 2023, a substantial portion totaling \$784,000 was attributed to the Reserve at Hockett Gulch. With a total budget allocation of \$1.3 million for 2024, approximately \$840,000 is earmarked for RHG phase II.

Sales Tax Capital Improvement Fund (STCIF) – Budget to Actual – In the first quarter of 2024 the STCIF collected 24% of budgeted sales tax and 2% of overall budgeted revenues. Revenues currently exceed expenditures by \$39,353. With the amended budget staff is currently projecting to end the year with revenues exceeding expenditures by \$202,387 due to capital projects and grant revenue (ARPA and GOCO). There are no revenue variances that exceeded the threshold for additional comment.

Open Space Fund Revenues – Budget to Actual – In the first quarter of 2024 the Open Space Fund has collected 18% of budgeted revenues. Revenues currently exceed expenditures by \$33,572. The budget currently projects expenditures to exceed revenues by \$149,805. There are no revenue variances that exceeded the threshold for additional comment.

Conservation Trust Fund (CTF) – Budget to Actual – In the first quarter of 2024 the CTF has collected 29% of budgeted revenue. Although a relatively consistent revenue, there are fluctuations throughout the year based on lottery ticket sales. There are no budgeted expenditures in 2024. Staff expects to end the year with net revenues of \$53,000. There were no revenue variances that exceeded the threshold for additional comment.

Downtown Development Authority Fund (DDA) – Budget to Actual – In the first quarter of 2024 the DDA has collected 27% of budgeted TIF Property Taxes. Revenues currently exceed expenditures by \$3,752. Staff is currently projecting a net loss of (\$3,069) for 2024. There were no revenue variances that exceeded the threshold for additional comment.

TOWN OF EAGLE - GENERAL FUND

**TOWN OF EAGLE - GENERAL FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING MARCH 31, 2024**

	03/31/23 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	BUDGET (REVISED)	UNEARNED	% TO BUDGET
TAX REVENUE							
General Property Tax	\$ 179,756	\$ 243,770	136%	\$ 570,090	\$ 570,090	\$ 326,320	43%
Specific Ownership	5,390	6,780	126%	21,000	21,000	14,220	32%
Sales Tax	1,935,234	2,097,997	108%	8,840,000	8,840,000	6,742,003	24%
Marijuana & Tobacco Sales Tax	199,057	203,239	102%	811,000	811,000	607,761	25%
Severance Tax	-	-	-	250	250	250	0%
Federal Mineral Tax	-	-	-	250	250	250	0%
Franchise Tax	58,938	44,311	75%	254,000	254,000	209,689	17%
Marketing Lodging Tax	83,416	72,686	87%	272,000	272,000	199,314	27%
TOTAL TAX REVENUE	\$ 2,461,791	\$ 2,668,783	108%	\$ 10,768,590	\$ 10,768,590	8,099,807	25%
LICENSE & PERMIT REVENUE							
Business Licenses	\$ 22,650	\$ 30,650	135%	\$ 35,000	\$ 35,000	\$ 4,350	88%
Liquor Licenses	1,810	2,529	140%	5,000	5,000	2,471	51%
Tobacco & Marijuana Licenses	5,250	2,000	38%	7,000	7,000	5,000	29%
Building Permits	327,809	83,069	25%	596,000	596,000	512,931	14%
Electrical Permits	6,372	4,592	72%	35,000	35,000	30,408	13%
Road Cut Permits	150	720	480%	5,000	5,000	4,280	14%
Sign Permits	150	300	200%	550	550	250	55%
Special Event Permits	-	600	-	425	425	(175)	141%
TOTAL LICENSE & PERMIT REVENUE	\$ 364,191	\$ 124,460	34%	\$ 683,975	\$ 683,975	\$ 559,515	18%
INTERGOVERNMENTAL REVENUE							
Motor Vehicle License Fee	\$ 7,483	\$ 7,796	104%	\$ 32,000	\$ 32,000	\$ 24,204	24%
Highway Users Tax	53,620	70,231	131%	266,465	266,465	196,234	26%
Road & Bridge Fund	53,081	71,982	136%	119,000	119,000	47,018	60%
County Sales Tax	65,384	71,169	109%	307,000	307,000	235,831	23%
Grants	-	-	-	451,332	722,391	722,391	0%
Intergovernmental Contributions	-	-	-	70,386	70,386	70,386	0%
TOTAL INTERGOVERNMENTAL REVENUE	\$ 179,568	\$ 221,178	123%	\$ 1,246,183	\$ 1,517,242	\$ 1,296,064	15%
CHARGES FOR SERVICES							
Planning & Zoning Fees	\$ 1,450	\$ 1,150	79%	\$ 16,000	\$ 16,000	\$ 14,850	7%
Planning & Zoning Reimbursable	5,024	15,009	299%	140,000	140,000	124,992	11%
Facility Usage Fees	15,399	14,391	93%	63,000	63,000	48,609	23%
Facility Usage Deposits	100	200	200%	-	-	(200)	-
Sponsorship & Event Revenue	4,000	460	12%	15,000	15,000	14,540	3%
Broadband Service Fees	19,986	8,010	40%	-	-	(8,010)	-
Real Estate Transfer Fee	36,936	-	0%	-	-	-	-
Disposable Bag Usage Fee	-	-	-	-	-	-	-
TOTAL CHARGES FOR SERVICES	\$ 82,895	\$ 39,219	47%	\$ 234,000	\$ 234,000	\$ 194,781	17%
FINES & FORFEITURES							
Fines & Forfeits	\$ 7,168	\$ 7,816	109%	\$ 35,000	\$ 35,000	\$ 27,184	22%
Police Surcharge	1,751	1,352	77%	6,500	6,500	5,148	21%
Police Miscellaneous	1,565	2,050	131%	5,000	5,000	2,950	41%
Police Grants	-	1,465	-	9,279	9,279	7,814	16%
Special Duty Reimbursable	2,448	1,506	62%	30,000	30,000	28,494	5%
TOTAL FINES & FORFEITURES	\$ 12,932	\$ 14,189	110%	\$ 85,779	\$ 85,779	\$ 71,590	17%
MISCELLANEOUS REVENUE							
Interest & Penalties Total	\$ 111,071	\$ 125,910	113%	\$ 189,500	\$ 175,938	\$ 50,028	72%
Rental Income	6,437	5,480	85%	20,870	13,663	8,183	40%
Insurance Proceeds	23,758	13,882	58%	-	-	(13,882)	-
Other Miscellaneous Revenue	2,621	20	1%	15,000	10,500	10,480	0%
TOTAL MISCELLANEOUS REVENUE	\$ 143,887	\$ 145,292	101%	\$ 200,101	\$ 200,101	\$ 54,809	73%

TOWN OF EAGLE - GENERAL FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING MARCH 31, 2024

	03/31/23 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	BUDGET (REVISED)	UNEARNED	% TO BUDGET
TRANSFERS FROM OTHER FUNDS							
Water Fund - Computer Support	\$ -	\$ -	-	\$ 76,538	\$ 76,538	\$ 76,538	0%
Wastewater Fund - Computer Support	-	-	-	51,197	51,197	51,197	0%
Open Space Fund - Computer Support	-	-	-	16,000	16,000	16,000	0%
Refuse Fund	-	-	-	11,159	11,159	11,159	0%
TOTAL TRANSFERS FROM OTHER FUNDS	\$ -	\$ -	-	\$ 154,894	\$ 154,894	\$ 154,894	0%
TOTAL GENERAL FUND REVENUES	\$ 3,245,263	\$ 3,213,119	99%	\$ 13,373,522	\$ 13,644,581	\$ 10,431,462	24%
EXPENDITURES							
	03/31/23 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	BUDGET (REVISED)	UNEXPENDED	% TO BUDGET
TOWN COUNCIL	\$ 58,975	\$ 60,185	102%	\$ 153,143	\$ 163,477	\$ 103,292	37%
GENERAL GOVERNMENT	54,929	323,229	588%	1,312,843	1,583,902	1,260,673	20%
GENERAL ADMINISTRATION	183,744	217,728	118%	1,016,900	1,016,900	799,172	21%
INFORMATION TECHNOLOGY	160,021	174,124	109%	863,650	863,650	689,526	20%
COMMUNITY DEVELOPMENT	255,461	220,746	86%	1,407,434	1,412,434	1,191,688	16%
STREETS	314,299	256,391	82%	2,505,131	2,512,801	2,256,410	10%
ENGINEERING	88,722	76,044	86%	575,273	575,273	499,229	13%
BUILDINGS & GROUNDS	224,451	213,710	95%	1,285,350	1,285,350	1,071,640	17%
PUBLIC SAFETY	575,003	602,324	105%	3,661,041	3,674,041	3,071,717	16%
MUNICIPAL COURT	15,367	19,641	128%	102,026	102,026	82,385	19%
INFORMATION CENTER	4,848	5,763	119%	26,256	26,256	20,493	22%
EVENTS	72,631	82,936	114%	453,313	453,313	370,377	18%
COMMUNICATIONS & MARKETING	7,980	31,403	394%	181,823	181,823	150,420	17%
TRANSFERS TO OTHER FUNDS	-	-	-	2,150,000	2,150,000	2,150,000	0%
TOTAL GENERAL FUND EXPENDITURES	\$ 2,016,430	\$ 2,284,225	113%	\$ 15,694,183	\$ 16,001,246	\$ 13,717,021	14%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 1,228,833	\$ 928,895	76%	\$ (2,320,661)	\$ (2,356,665)	\$ (3,285,560)	-39%

TOWN OF EAGLE - ENTERPRISE FUNDS

TOWN OF EAGLE - WATER FUND REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET FOR THE PERIOD ENDING MARCH 31, 2024

	03/31/23 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	BUDGET (REVISED)	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES							
Debt Service Surcharge	\$ 120,008	\$ 119,948	100%	\$ 473,400	\$ 473,400	\$ 353,452	25%
Water Sales - In Town	572,847	597,525	104%	3,540,000	3,540,000	2,942,475	17%
Water Sales - Out Of Town	96,910	97,174	100%	550,000	550,000	452,826	18%
Water Sales - Fill Station	-	1,935	-	-	-	(1,935)	-
Water Materials & Other	1,040	6,440	619%	76,000	76,000	69,560	8%
Plant Investment Fees (Tap Fees)	328,108	69,658	21%	2,800,000	2,800,000	2,730,342	2%
Water Fund Interest	182,029	270,761	149%	420,000	420,000	149,239	64%
Water Rights Interest	12,207	-	0%	-	-	-	-
Grants	-	-	-	-	-	-	-
Service Charge	3,905	4,470	114%	12,000	12,000	7,530	37%
Reimbursable Income	-	870	-	-	-	(870)	-
TOTAL WATER FUND REVENUE	\$ 1,317,054	\$ 1,168,781	89%	\$ 7,871,400	\$ 7,871,400	\$ 6,702,619	15%
EXPENDITURES							
TOTAL WATER FUND EXPENDITURES	\$ 943,685	\$ 890,410	94%	\$ 15,308,416	\$ 15,960,112	\$ 15,069,702	6%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 373,369	\$ 278,371	75%	\$ (7,437,016)	\$ (8,088,712)	\$ (8,367,083)	-3%

TOWN OF EAGLE - WASTEWATER FUND REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET FOR THE PERIOD ENDING MARCH 31, 2024

	03/31/23 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	BUDGET (REVISED)	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES							
Wastewater Sales	\$ 748,101	\$ 779,971	104%	\$ 3,175,000	\$ 3,175,000	\$ 2,395,029	25%
Plant Investment Fees (Tap Fees)	299,000	42,000	14%	1,800,000	1,800,000	1,758,000	2%
Wastewater Interest	104,023	161,243	155%	230,000	230,000	68,757	70%
Miscellaneous	-	-	-	-	-	-	-
TOTAL WASTEWATER FUND REVENUE	\$ 1,151,124	\$ 983,214	85%	\$ 5,205,000	\$ 5,205,000	\$ 4,221,786	19%
EXPENDITURES							
TOTAL WASTEWATER FUND EXPENDITURES	\$ 734,200	\$ 794,633	108%	\$ 10,865,382	\$ 11,315,586	\$ 10,520,953	7%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 416,923	\$ 188,581	45%	\$ (5,660,382)	\$ (6,110,586)	\$ (6,299,167)	-3%

TOWN OF EAGLE - REFUSE FUND REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET FOR THE PERIOD ENDING MARCH 31, 2024

	03/31/23 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	BUDGET (REVISED)	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES							
Trash Fees	\$ 170,339	\$ 236,175	139%	\$ 947,000	\$ 947,000	\$ 710,825	25%
Yardwaste Fees	10,424	10,582	102%	41,745	41,745	31,163	25%
Admin Fee	7,518	7,648	102%	30,000	30,000	22,352	25%
Interest	3,216	5,651	176%	15,000	15,000	9,349	38%
TOTAL REFUSE FUND REVENUE	\$ 191,496	\$ 260,056	136%	\$ 1,033,745	\$ 1,033,745	\$ 773,689	25%
EXPENDITURES							
TOTAL REFUSE FUND EXPENDITURES	\$ 118,769	\$ 163,035	137%	\$ 1,015,774	\$ 1,032,476	\$ 869,441	16%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 72,727	\$ 97,021	133%	\$ 17,971	\$ 1,269	\$ (95,752)	7645%

TOWN OF EAGLE - ENTERPRISE FUNDS (continued)

**TOWN OF EAGLE - STORMWATER FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING MARCH 31, 2024**

	03/31/23 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	BUDGET (REVISED)	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES							
Stormwater Service Charges	\$ 22,859	\$ 23,171	101%	\$ 91,000	\$ 91,000	\$ 67,829	25%
Interest	\$ 1,841	\$ 3,212		10,000	10,000	6,788	32%
TOTAL REFUSE FUND REVENUE	\$ 24,701	\$ 26,383	107%	\$ 101,000	\$ 101,000	\$ 74,617	26%
EXPENDITURES							
TOTAL REFUSE FUND EXPENDITURES	\$ 754	\$ 660	88%	\$ 35,470	\$ 35,470	\$ 34,810	2%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 23,946	\$ 25,723	107%	\$ 65,530	\$ 65,530	\$ 39,807	39%

**TOWN OF EAGLE - BROADBAND FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING MARCH 31, 2024**

	03/31/23 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	BUDGET (REVISED)	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES							
Broadband Fees - Residential (In Town)	\$ -	\$ 9,859	-	\$ 125,856	\$ 125,856	\$ 115,997	8%
Broadband Fees - Residential (Out of Town)	-	-	-	11,745	11,745	-	-
Broadband Fees - Business	-	8,977	-	117,850	117,850	108,873	8%
Broadband Installation Fees	-	-	-	39,380	39,380	39,380	0%
Broadband Fees - Miscellaneous	-	-	-	-	-	-	-
Franchise Tax	-	14,770	-	49,000	49,000	34,230	30%
Debt Proceeds	-	-	-	1,600,000	1,600,000	-	-
Transfers-In	-	-	-	-	-	-	-
TOTAL BROADBAND FUND REVENUE	\$ -	\$ 33,606	-	\$ 1,943,831	\$ 1,943,831	\$ 1,910,225	2%
EXPENDITURES							
TOTAL BROADBAND FUND EXPENDITURES	\$ -	\$ 21,758	-	\$ 1,868,336	\$ 1,868,336	\$ 1,846,578	1%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ -	\$ 11,848	-	\$ 75,495	\$ 75,495	\$ 63,647	16%

TOWN OF EAGLE - CAPITAL IMPROVEMENT FUNDS

**TOWN OF EAGLE - CAPITAL IMPROVEMENTS FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING MARCH 31, 2024**

	03/31/23 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	BUDGET (REVISED)	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES							
Capital Improvements Interest	\$ 107,191	\$ 185,866	173%	\$ 454,000	\$ 454,000	\$ 268,134	41%
Community Enhancement Interest	3,775	-	0%	2,060	2,060	2,060	0%
Devolution & Transportation Interest	19,861	24,658	124%	68,000	68,000	43,342	36%
Community Enhancement Fund	-	-	-	54,521	54,521	54,521	0%
Developer Contribution - Grand Avenue	220,850	-	0%	300,000	300,000	300,000	0%
Eagle County Contributions	-	-	-	-	-	-	-
Public Safety Impact Fees	306,074	-	0%	330,000	330,000	330,000	0%
Street Impact Fees	145,866	-	0%	160,000	160,000	160,000	0%
Use Tax	792,532	145,450	18%	1,300,000	1,300,000	1,154,550	11%
Transfer From General Fund - Grand Ave	-	-	-	1,500,000	1,500,000	1,500,000	0%
Transfer From General Fund - LERP	-	-	-	375,000	375,000	375,000	0%
Transfer From General Fund - Other	-	-	-	125,000	125,000	125,000	0%
TOTAL CAPITAL IMPROVEMENTS FUND REVENUE	\$ 1,596,149	\$ 355,974	22%	\$ 4,668,581	\$ 4,668,581	4,312,607	8%
EXPENDITURES							
TOTAL CAPITAL IMPROVEMENT FUND EXPENDITURES	\$ 244,852	\$ 563,955	230%	\$ 5,576,514	\$ 6,317,742	5,753,787	9%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 1,351,298	\$ (207,981)	-15%	\$ (907,933)	\$ (1,649,161)	(1,441,180)	13%

**TOWN OF EAGLE - SALES TAX CAPITAL IMPROVEMENTS FUND (STCIF)
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING MARCH 31, 2024**

	03/31/23 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	BUDGET (REVISED)	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES							
Sales Tax	\$ 241,904	\$ 262,250	108%	\$ 1,110,000	\$ 1,110,000	\$ 847,750	24%
Grants	-	-	-	1,850,000	2,580,000	2,580,000	0%
Mountain Rec Capital Funds	-	-	-	2,000,000	2,000,000	-	-
Mountain Rec Debt Service Match	-	-	-	350,000	350,000	-	-
Interest - Colotrust	25,075	39,171	156%	64,000	64,000	24,829	61%
Contributions & Donations	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	9,000,000	9,000,000	-	-
Miscellaneous Revenue	-	-	-	-	-	-	-
TOTAL STCIF REVENUE	\$ 266,979	\$ 301,420	113%	\$ 14,374,000	\$ 15,104,000	14,802,580	2%
EXPENDITURES							
TOTAL STCIF EXPENDITURES	\$ 1,913	\$ 262,068	13702%	\$ 13,495,088	\$ 14,901,613	14,639,545	2%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 265,066	\$ 39,353	15%	\$ 878,912	\$ 202,387	163,034	19%

TOWN OF EAGLE - SPECIAL REVENUES FUNDS

**TOWN OF EAGLE - OPEN SPACE FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING MARCH 31, 2024**

	03/31/23 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	BUDGET (REVISED)	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES							
Lodging Tax	\$ 83,416	\$ 72,686	87%	\$ 272,000	\$ 272,000	\$ 199,314	27%
Penalty & Interest	61	71	116%	500	500	429	14%
Open Space Interest	8,742	12,494	143%	25,000	25,000	12,506	50%
State Grants	-	-	-	-	-	-	-
Intergovernmental Contribution	-	-	-	35,000	35,000	35,000	0%
Transfer From General Fund	-	-	-	150,000	150,000	150,000	0%
TOTAL OPEN SPACE FUND REVENUE	\$ 92,219	\$ 85,250	92%	\$ 482,500	\$ 482,500	\$ 397,250	18%
EXPENDITURES							
TOTAL OPEN SPACE FUND EXPENDITURES	\$ 41,895	\$ 51,678	123%	\$ 632,305	\$ 632,305	\$ 580,627	8%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 50,323	\$ 33,572	67%	\$ (149,805)	\$ (149,805)	\$ (183,377)	-22%

**TOWN OF EAGLE - CONSERVATION TRUST FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING MARCH 31, 2024**

	03/31/23 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	BUDGET (REVISED)	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES							
Lottery Proceeds	\$ 15,485	\$ 13,115	85%	\$ 45,000	\$ 45,000	\$ 31,885	29%
Conservation Trust Interest	1,718	2,888	168%	8,000	8,000	5,112	36%
TOTAL CONSERVATION TRUST FUND REVENUE	\$ 17,203	\$ 16,002	93%	\$ 53,000	\$ 53,000	\$ 36,998	30%
EXPENDITURES							
TOTAL CONSERVATION TRUST FUND EXPENDITURES	\$ -	\$ -	-	\$ -	\$ -	\$ -	-
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 17,203	\$ 16,002	93%	\$ 53,000	\$ 53,000	\$ 36,998	30%

**TOWN OF EAGLE - DOWNTOWN DEVELOPMENT AUTHORITY FUND
REVENUES & EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE PERIOD ENDING MARCH 31, 2024**

	03/31/23 ACTUAL	YTD ACTUAL	% TO PY	BUDGET	BUDGET (REVISED)	UNEARNED/ UNEXPENDED	% TO BUDGET
REVENUES							
TIF PROPERTY TAXES	\$ 6,045	\$ 8,181	135%	\$ 29,981	\$ 29,981	\$ 21,800	27%
DDA INTEREST	295	558	189%	1,500	1,500	-	-
TRANSFER FROM GENERAL FUND	-	-	-	-	-	-	-
TOTAL DDA FUND REVENUE	\$ 6,340	\$ 8,739	138%	\$ 31,481	\$ 31,481	\$ 22,742	28%
EXPENDITURES							
TOTAL DDA FUND EXPENDITURES	\$ 6,010	\$ 4,987	83%	\$ 34,550	\$ 34,550	\$ 29,563	14%
NET REVENUES OVER(UNDER) EXPENDITURES	\$ 330	\$ 3,752	1138%	\$ (3,069)	\$ (3,069)	\$ (6,821)	-122%



To: Mayor Turnipseed and Town Council

From: Jill Kane, Finance Director

Date: May 14, 2024

Agenda Item: 1st Quarter 2024 - Capital Projects Budget to Actual Report

REQUEST: Staff requests that the Council review the 2024 first quarter capital improvements report that is attached to this memo.

BACKGROUND: Over the past few years, the Town's list of capital projects has expanded. However, due to staffing constraints and transitions, many of these projects have had to be deferred to future years, with some being rolled over annually. Responding to feedback from the Council and recognizing the importance of setting realistic goals, Finance has been collaborating closely with capital project staff leads to develop the attached report.

The purpose of this quarterly reporting is to provide consistent and transparent updates on the progress of Town Capital Projects. By doing so, we aim to enhance communication with the Council and foster trust and confidence within the community. This collaborative effort will not only facilitate regular updates from all departments but also enable us to address challenges related to project management, budgeting, and communication. Our focus will be on improving efficiency, accountability, and building trust with both the Council and the community.

Additionally, this quarterly report will provide an opportunity for more frequent discussions with the Council regarding capital projects, moving away from the annual review format. This shift should lead to more meaningful dialogue and ultimately better decision-making processes.

ANALYSIS: The attached 2024 first quarter capital improvements report is staff's first attempt to provide a report that is useful for staff, Council, and the community. Staff will continue to make refinements with each future quarterly report to ensure it becomes increasingly valuable and informative for all stakeholders.

Guidelines:

1. Staff will provide a quarterly report to Council that will include:

- All Town Capital Projects by Fund
- Year to date (YTD) actual amounts for each capital project
- Annual Original Budgets and Annual Revised Budgets for each project
- Budget to actual variance amounts
- Identify Staff Leads for each project
- Identify the current status of each project as defined in the "Project Status" Tab
- Identify the estimated completion date for the current status of the project
- Identify the estimated completion date for entire project
- Provide comments/notes to Council regarding why there is a delay in project status

2. Finance Role & Responsibilities:

- Finance will update all quarterly YTD actuals and all budget adjustments on a quarterly basis.
- Once YTD actuals and budgets have been updated, Finance will notify staff when the quarterly report is ready for quarterly status updates and when those updates are due for the Council Packet.
- Once all Staff Leads have provided quarterly project status updates, Finance will follow up with any specific questions, finalize the report, and submit it to the Council Packet with quarterly financial statements.

3. Project Staff Lead Role & Responsibilities:

- Staff Leads should not change budget amounts or YTD actual amounts, Finance will do this. If an amount does not appear to be correct please reach out to Finance to make the correction.
- Once Staff Lead's receive notification from Finance that the quarterly report is ready for input, please provide the following:
 - **Project Status:** Identify the current status of each project as defined in the "Project Status" Tab for the current quarter. There will be a new column for each quarter, so staff, Council, and the Community can see the progression of each project.
 - **Estimated Status Completion Date:** Identify the estimated completion date for the current status of the project - If the project status has changed from the last quarter, a new estimated completion date for the current status of the project needs to be identified.
 - **Estimated Project Completion Date:** At the beginning of the project an "Estimated Project Completion Date" will be identified. Should this estimate change, please update this date as necessary.
 - **Notes Section:** Staff does not need to provide notes every quarter unless you think there is something that Council should be aware of, however, if an estimated completion date is changed - you **must** make a note of that and the reasoning why. **Please keep very concise.** If staff needs to provide an extensive amount of information regarding particular project, that can be accomplished in the monthly Council Staff Reports or through a regular business item on the agenda.

Project Status List:

PROJECT STATUS
Not Started
Project Initiation
Planning
Design - 30%
Design - 60%
Design - 90%
Procurement - Preparing Bid Docs (RFP/RFQ)
Procurement - Issued RFP/RFQ
Procurement - Evaluating bids/select contractors and suppliers
Procurement - Negotiate & Finalize contracts
Procurement - Contract in Review by Attorney
Procurement - Contractor Hired
Procurement - Equipment Ordered
Procurement - Equipment Received
Construction - Mobilization
Construction - Execution
Project Closeout
Post-Project Evaluation
Complete

Report Analysis and Next Steps:

- Projects highlighted in green have been rolled over from 2023.
- Projects highlighted in blue are newly identified projects since the budget was adopted in November 2023.
- **With the addition of new projects and rollover projects, the Town's 2024 capital project list has expanded from 58 to 81** identified items and is an increase in capital spending in 2024 by \$3,089,653. However, it's crucial to remember that "an excess of 'yes' can lead to mediocrity or, worse yet, a trail of broken promises".
 - Staff has initiated the process of recommending projects to Council that will not proceed in 2024, ensuring that our focus remains on completing higher-priority projects. These projects are highlighted in yellow within the report. Over the next couple of months, our team will collaborate to provide Council with more detailed information, facilitating the prioritization of specific projects within each fund.

COMMUNITY INPUT: No public comment has been received to date on this report. However, the Town has initiated a community survey aimed at prioritizing projects for the Sales Tax Capital Improvement Fund (STCIF). The insights gathered from this survey should be informative and help staff and Council guide our future capital budgeting decisions within the STCIF.

BUDGET / STAFF IMPACT: Any modification to the capital projects within this report has both a budgetary and staff impact.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: The alignment of our capital project budget to actual quarterly reports with the Town's guiding principle of 'transparency and community engagement' underscores our commitment to fostering public trust through timely communication and feedback from both the council and our community.

Many of the projects outlined in the report are closely aligned with strategic objectives. However, it is during the analysis and prioritization stages that we emphasize the importance of maintaining alignment with the Council's strategic plan. By doing so, we ensure that our efforts are consistently directed towards fulfilling the broader goals and vision set forth by the Council.

RECOMMENDED ACTION OR PROPOSED MOTION:

Please provide feedback on the attached report or any specific capital project that Council may have concerns about.

ATTACHMENTS:

- 2024 Q1 - Capital Project Budget to Actual - Council Report

2024 TOWN OF EAGLE CAPITAL PROJECTS - BUDGET TO ACTUAL REPORT - 03/31/24													
Account #	Activity Code	Title	YTD Amount	Original Budget	Revised Budget	Budget Change Increase/ (Decrease)	Variance under/(over) Compared to Revised Budget	Staff Lead	Q1 Status	Estimated Status Completion Date	Estimated Project Completion Date	Notes/(Postponed? Reasoning)	
Projects highlighted in green are being 2023 projects rolled over to 2024								Projects highlighted in light green are complete					
Projects highlighted in blue are newly identified projects since the budget was adopted								Projects highlighted in yellow are projects that staff is recommending to put on hold					
CAPITAL IMPROVEMENTS FUND													
31-51-724		Pool & Ice Maintenance Fund	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	Jill Kane	Complete	N/A	1/31/2024	This is purely a transfer of funds to the Eagle Rec Advisory Corp	
31-51-726		Old Town Hall Improvements	155	250,000	250,000	-	249,845	Larry Pardee	Procurement - Preparing Bid Docs (RFP/RFQ)		4th Qt. 2024	We are hosting 3 Architectural firm Interviews on Monday, May 6	
31-51-730	312202	Town Hall Electric Vehicle Charging Stations	-	40,000	40,000	-	40,000	Kira Koppel	Not Started		unknown	Need to develop overall EV charging station plan prior to implementation	
31-51-730	312302	Building Assessments - Implementation	-	100,000	-	(100,000)	-	Tom Gosiorowski					
31-51-730	312310	Reconfigure/Remodel Upstairs Comm Dev space for Police Department	-	100,000	100,000	-	100,000	Larry Pardee	Not Started				
31-51-730		24 Town Hall Roof Top Unit	-	63,500	63,500	-	63,500	Kevin Fontana	Project Initiation		11/30/2024	Working with Kira, Hoping to get good news on a grant. Hope to know more by the end of May	
31-51-730	312206	Council Room AV Upgrades	1,540	-	127,631	127,631	126,091	Kevin Aoki	Project Closeout		2/1/2024		
31-51-745	312401	Irrigation Intake Improvements - Chambers Park	-	121,551	121,551	-	121,551	Kevin Fontana	Not Started		10/31/2024		
31-51-745	312409	Terrace Park Restroom Reconstruction	-	-	64,800	64,800	64,800	Kevin Fontana	Procurement - Contractor Hired		9/30/2024		
31-51-745	312412	Information Center Restroom Pump Station	-	-	25,000	25,000	25,000	Kevin Fontana	Procurement - Contractor Hired		8/31/2024		
31-51-750	312402	Public Works Electric Vehicle Charging Stations	-	30,000	10,000	(20,000)	10,000	Kevin Fontana/Kira Koppel	Procurement - Equipment Ordered		9/30/2024	Working with local Electrician to have power run.	
31-51-750	312410	Public Works Engineering Office Remodel	-	-	20,000	20,000	20,000	Tom Gosiorowski	Planning			Reaching out to contractors for quotes	
31-51-751	312303	Security Cameras & Access Controls	16,652	77,547	99,252	21,705	82,600	Kevin Aoki	Construction - Execution		7/1/2024	Ordering last of product and scheduling install/training	
31-51-751	312304	Expanding Broadband & Smart City Services to Business Districts	-	250,000	-	(250,000)	-	Kevin Aoki					
31-51-751	312407	Public Safety Cloud Migration	3,966	-	20,000	20,000	16,034	Kevin Aoki	Construction - Execution		6/1/2024	Migration complete. In validation stage.	
31-51-751	312403	Fiber Conduit - Extending To Cemetery Tank for Town Internet Service	-	37,100	37,100	-	37,100	Kevin Aoki	Not Started		1/30/2025	Awaiting county approval	
31-51-751	312408	Communications Tower	-	-	209,330	209,330	209,330	Kevin Aoki	Not Started		10/30/2024	Awaiting county approval	
31-51-751		Public Art Mural & Beautification Project	6,237	-	115,449	115,449	109,212	Larry & Jill	Project Closeout		6/30/2024		
31-52-712	312306	Handicap Ramps ADA Replacement	-	30,000	30,000	-	30,000	Ryan Johnson	Procurement - Issued RFP/RFQ		9/27/2024	Bids back on the 5/2	
31-52-730	312411	E-Bike Signage and Installation	-	-	65,000	65,000	65,000	Kevin Fontana	Not Started		11/30/2024		
31-52-737	30	Sylvan Lake Rd and Capitol St. Refuge Island-Flashing Lights	3,750	125,000	125,000	-	121,250	Martha Miller	Design - 60%			Bid in Sept 2024; Construction in early 2025	
31-52-740	312307	Nogat Road and Highway 6 Street Light	-	-	44,100	44,100	44,100	Kevin Fontana	Procurement - Equipment		6/30/2024	Will be installed as soon as they arrive	
31-52-770	312309	Street Replacement: 4th Street (Wall to Washington) & Howard Street (2nd to 6th)	6,000	1,020,000	1,057,761	37,761	1,051,761	Martha Miller	Procurement - Evaluating bids/select contractors and suppliers		10/31/2024	Bids due on 5/7/2024	
31-52-771	312404	Street Replacement: Capitol Street (2nd to 5th)	-	118,800	118,800	-	118,800	Martha Miller	Not Started		12/31/2026	Design by Spring 2025; construction in 2026	
31-52-780		Grand Avenue Improvements	68,557	2,475,000	2,475,000	-	2,406,443	Martha Miller	Design - 30%	7/15/2024	12/31/2027	30% Design July 15, 2024	
31-54-727		Portable Variable Message Board	-	30,000	30,000	-	30,000	Kevin Fontana	Procurement - Equipment		6/30/2024	Ordered at the beginning of April, Waiting for it to be delivered	
31-54-730		Multi-Purpose Truck	-	195,000	385,000	190,000	385,000	Kevin Fontana	Procurement - Evaluating bids/select contractors and suppliers	5/31/2024	12/31/2024	This is ongoing, with different design and builds of vehicles. I will update again as things change	
		* Replacement of 2005 Ford F-250 (B&G) - 2023 Rollover											
		* Replacement of 2005 Ford F-150 (B&G) - 2023 Rollover											
		* Replacement of 2005 Ford F-350 (B&G) - 2023 Rollover											
		* Replacement of 2004 Ford F-250 (B&G)											
		* Replacement of 2007 F-350 (Streets)											
		* Replacement of 2008 Ford F-150 (Eng)											
31-54-765		83"x16' Tandem Axle Landscape Trailer	-	9,800	9,800	-	9,800	Kevin Fontana	Procurement - Equipment		5/17/2024	Ordered First week of April.	
31-55-715	312308	License Plate Reader	-	26,000	26,000	-	26,000	Ron Delp	Project Closeout		5/30/2024		
31-55-715	312405	Mobile Vehicle Barriers	-	47,000	98,000	51,000	98,000	Carrie Buhlman	Procurement - Equipment		7/31/2024	Can purchase as soon as given the ok	
31-55-715	312406	Armored Car Contribution	-	45,000	45,000	-	45,000	Carrie Buhlman	Project Closeout		5/30/2024		
31-55-724		Patrol Vehicles	413,334	335,216	454,668	119,452	41,334	Carrie Buhlman	Procurement - Equipment		9/30/2024	Vehicles purchased and decals applied. Waiting on upfitter to procure upfitting equipment and schedule for completion.	
		* 2023 Rollover x 2 Vehicles											
		* 2024 x 4 Vehicles											
TOTAL CAPITAL IMPROVEMENTS FUND CAPITAL PROJECTS			\$ 570,192	\$ 5,576,514	\$ 6,317,742	\$ 741,228	\$ 5,747,550						
GENERAL FUND FUND													
10-54-361		Street Resurfacing	\$ -	\$ 735,000	\$ 735,000	\$ -	\$ 735,000	Ryan Johnson	Procurement - Issued RFP/RFQ		9/27/2024	bids back 5/2	
TOTAL GENERAL FUND CAPITAL PROJECTS			\$ -	\$ 735,000	\$ 735,000	\$ -	\$ 735,000						
WATER FUND													
52-59-711	522314	Yearout Energy Solar Project	\$ -	\$ 1,569,657	\$ 1,610,657	\$ 41,000	\$ 1,610,657	Kira Koppel	Procurement - Contract in Review by Attorney	5/10/2024	12/2/2024	Project conducted via Energy Performance Contract	
52-59-711	522302	Security Cameras and Access Controls	-	13,324	13,324	-	13,324	Kevin Aoki	Construction - Execution		7/1/2024	Ordering last of product and scheduling install/training	
52-59-711	522401	Water Meter Antenna	-	54,000	54,000	-	54,000	Stephan Wilson	Procurement - Equipment Received	5/24/2024	1/30/2025	Final antena location is located and the Cemetery Tank site	
52-59-711	522304	Water campus landscaping Xeriscape	-	10,000	10,000	-	10,000	Kira Koppel	Not Started		6/30/2025	Intended to finish non-pot irrigation and landscaping installation from the LBWTP construction	
52-59-711	522303	Converting Water connections to Town Wireless	20,171	-	33,146	33,146	12,975	Kevin Aoki	Construction - Execution		12/31/2024	Ongoing throughout year	
52-59-711	16	Fencing for Water Properties	-	-	65,890	65,890	65,890	Stephan Wilson	Project Closeout	5/31/2024	5/31/2024		
52-59-740	17	Cemetery Tank	9,615	3,600,000	3,600,000	-	3,590,386	Stephan Wilson	Procurement - Evaluating bids/select contractors and suppliers	5/28/2024	1/30/2025	Needs easement finalization and bid award	
52-59-740	522312	East Eagle Tank	19,154	1,550,000	1,310,000	(240,000)	1,290,846	Stephan Wilson	Planning		11/30/2027		
52-59-740	522305	Lower Eby Creek Tank and Booster Pump Station Replacement	-	1,665,000	1,839,046	174,046	1,839,046	Stephan Wilson	Design - 30%	5/28/2024	11/1/2024		
52-59-740	522317	UBWTP: 2 MG Tank Rehab	-	2,070,800	2,242,683	171,883	2,242,683	Stephan Wilson	Design - 60%	5/28/2024	10/1/2024	CDPHE design approval in progress/Staff should know if project is feasible by 5/25, if not feasible staff will prioritize expanding LBWTP prior to initiating project.	
52-59-754	522404	LBWTP wall insulation	-	-	24,000	24,000	24,000	Stephan Wilson	Procurement - Contractor Hired	-	9/15/2024	Waiting on contractor scheduling	
52-59-757	522403	UBWTP Fire Alarms	-	-	36,000	36,000	36,000	Stephan Wilson	Procurement - Contractor Hired	-	9/15/2024	Waiting on contractor scheduling	
52-59-757	252405	UBWTP Pretreatment Valve and Actuator	-	-	20,000	20,000	20,000	Stephan Wilson	Procurement - Equipment Ordered	-	9/1/2024	Waiting on equipment lead-time	
52-59-773	522306	Water Line: Brush Creek Transmission Main Replacement - Phase III	-	75,000	75,000	-	75,000	Stephan Wilson	Not Started		12/31/2026	Need to issue contract design services/Design 2025/Construct in 2026	
52-59-773	522318	Transmission Main: Brush Creek Pressure Reducing Value (PRV)	-	-	75,000	75,000	75,000	Stephan Wilson	Procurement - Equipment Ordered	7/15/2024	7/15/2024	Waiting on equipment lead-time	
52-59-774	522307	Water Line: Adams Rib School House PRV	-	50,000	50,000	-	50,000	Stephan Wilson	Not Started		11/15/2025	Need to issue contract design services	

2024 TOWN OF EAGLE CAPITAL PROJECTS - BUDGET TO ACTUAL REPORT - 03/31/24												
Account #	Activity Code	Title	YTD Amount	Original Budget	Revised Budget	Budget Change Increase/ (Decrease)	Variance under/(over) Compared to Revised Budget	Staff Lead	Q1 Status	Estimated Status Completion Date	Estimated Project Completion Date	Notes/(Postponed? Reasoning)
Projects highlighted in green are being 2023 projects rolled over to 2024								Projects highlighted in light green are complete				
Projects highlighted in blue are newly identified projects since the budget was adopted								Projects highlighted in yellow are projects that staff is recommending to put on hold				
52-59-774	522320	Water Line: Grand Ave	-	28,300	38,305	10,005	38,305	Martha Miller	Design - 30%	7/15/2024	12/31/2027	30% Design July 15, 2024
52-59-774	522308	Water Line: Downtown Distribution: Fourth Street: Wall St. to Washington St.	-	200,000	255,125	55,125	255,125	Martha Miller	Procurement - Evaluating bids/select contractors and suppliers		10/31/2024	Bids due on 5/7/2024
52-59-774	522319	Water Line: Howard Street Water Main: 2nd Street to 6th Street	17,411	500,000	525,601	25,601	508,190	Martha Miller	Procurement - Evaluating bids/select contractors and suppliers		10/31/2024	Bids due on 5/7/2024
52-59-774	522402	Water Line: Downtown Distribution: Capitol Street: 2nd to 5th Street	-	60,000	60,000	-	60,000	Ryan Johnson	Planning		12/31/2026	Design by Spring 2025; construction in 2026
TOTAL WATER FUND CAPITAL PROJECTS			\$ 66,349	\$ 11,446,081	\$ 11,937,777	\$ 491,696	\$ 11,871,428					
WASTE WATER FUND												
51-58-711	512302	Security Cameras and Access Controls	\$ -	\$ 8,158	\$ 8,158	\$ -	\$ 8,158	Kevin Aoki	Construction - Execution		7/1/2024	Ordering last of product and scheduling install/training
51-58-711	512303	Converting WW connections to Town Wireless	1,494	-	10,723	10,723	9,229	Kevin Aoki	Construction - Execution		12/31/2024	Ongoing throughout year
51-58-711	512306	Brush Creek and Eagle River Temperature Monitoring Stations	-	-	50,000	50,000	50,000	Stephan Wilson	Planning	6/30/2024	10/31/2024	
51-58-711	512305	Water/Wastewater campus landscaping - Xeriscape	-	10,000	10,000	-	10,000	Kira Koppel	Not Started		6/30/2025	Intended to finish non-pot irrigation and landscaping installation from the LBWTP construction
51-58-711	512401	Sanitary Sewer Piers across Eagle River	-	220,500	220,500	-	220,500	Stephan Wilson	Not Started			
51-58-711	512308	Nutrient Criteria Nitrogen	28,870	5,600,000	5,526,500	(73,500)	5,497,631	Stephan Wilson	Design - 30%	6/15/2024	12/31/2025	Working on chemical evaluation and building sizing
51-58-711	512312	Yearout Energy Solar Project	-	1,569,657	1,613,657	44,000	1,613,657	Kira Koppel	Procurement - Contract in Review by Attorney	5/10/2024	12/2/2024	Project conducted via Energy Performance Contract
51-58-711	512309	Collection System Improvements	-	50,000	50,000	-	50,000	Stephan Wilson	Not Started	-		Work will be completed under R&M
51-58-721	512310	WWTP: Replumbing	-	10,000	10,000	-	10,000	Stephan Wilson	Not Started	7/31/2024	6/30/2025	Waiting on chemical addition evaluation
51-58-721	512402	Process Building: Fire Alarms	-	15,000	15,000	-	15,000	Stephan Wilson	Procurement - Contractor Hired		6/30/2024	Waiting on crotractor schedule
51-58-721	512403	WWTP: Headworks Grit Chamber Lining Repair	-	-	73,500	73,500	73,500	Stephan Wilson	Procurement - Contractor Hired		6/30/2024	Waiting on crotractor schedule
51-58-721	512311	Headworks Screen	-	-	315,000	315,000	315,000	Stephan Wilson	Design - 90%	5/28/2024	12/15/2024	Waiting on equipment performance specificaion
51-58-730	512313	Howard Street Sanitary Sewer Main, 4th Street to 5th Street & 5th Street	17,411	300,000	320,476	20,476	303,065	Martha Miller	Procurement - Evaluating bids/select contractors and suppliers		10/31/2024	Bids due on 5/7/2024
51-58-730	512314	Grand Avenue Sanitary Sewer Main Improvements	-	28,300	38,305	10,005	38,305	Martha Miller	Design - 30%			30% Design July 15, 2024
51-58-740		Truck - Replace Ford F-350	-	75,000	75,000	-	75,000	Kevin Fontana	Not Started	7/1/2024	12/15/2024	
TOTAL WASTE WATER FUND CAPITAL PROJECTS			\$ 47,774	\$ 7,886,615	\$ 8,336,819	\$ 450,204	\$ 8,289,045					
SALES TAX CAPITAL IMPROVEMENT FUND (STCIF)												
61-50-720	612304	Multi-Use Recreational Facilities - Pool Rebuild Project	\$ 257,882	\$ 12,000,000	\$ 13,161,525	\$ 1,161,525	\$ 12,903,643	Melissa Daruna	Construction - Mobilization	5/15/2024	5/31/2025	Ground breaking 5/9/24, mobilization starting the week of 5/6/24
61-50-730	612301	Sidewalk/Trail: Pedestrian Trail Bull Pasture - West Side	-	110,250	110,250	-	110,250					
61-50-745	612401	Dog Park Improvements	-	45,000	45,000	-	45,000	Brian Lieberman	Not Started	6/3/2024	11/1/2024	Need some feedback from the community and to better define the partnership/ funding with Eagle Ranch
61-50-745	612303	Haymaker Trailhead Bike Park And Skill Loop Cont.	-	-	100,000	100,000	100,000	Melissa Daruna/ Brian Lieberman	Construction - Execution	5/31/2025	6/30/2025	Specific grant elements of the bike park will be executed over the next 2 months (landscaping, shade structures). The bulk of the bike park construction is nearing completion.
61-50-745	612403	BMX Park Improvements	-	-	100,000	100,000	100,000	Melissa Daruna	Procurement - Evaluating bids/select contractors and suppliers	6/1/2024	10/1/2024	Melissa is working with EC BMX on ordering supplies and finalizing permits for their improvements. Work expected to begin in the next month.
61-50-745	612404	Skate Park Improvements Design	-	-	30,000	30,000	30,000	Melissa Daruna	Not Started	10/1/2024	6/30/2025	Anticipate sending out RFP for design firms in the fall, doing actual planning in 2025.
61-50-745	42	Brush Creek Park Playground Replacement	-	-	50,000	50,000	50,000	Tom Gosiorowski	Not Started		10/30/2025	
61-50-760		Riverpark - Misc To be Removed in Supplemental	-	30,000	-	(30,000)	-					
61-50-760	47	Riverpark: Rapid Blocs	3,376	40,000	35,000	(5,000)	31,625	Larry Pardee	Procurement - Contractor Hired		unknown	We have submitted our responses to our 404 Army Corp permit on May 3rd
61-50-760	612402	New Wave Feature (Planning)	-	20,000	20,000	-	20,000	Larry Pardee	Not Started			Staff is waiting to get community survey feedback and will then work with the Council to prioritize STCIF spending. We plan on hosting a stakeholders meeting in August to seek input and feedback on potential opportunities
TOTAL STCIF CAPITAL PROJECTS			\$ 261,258	\$ 12,245,250	\$ 13,651,775	\$ 1,406,525	\$ 13,390,517					
OPEN SPACE												
81-50-730	812401	Restoration project/habitat improvements on Open Space Phase 1	\$ -	\$ 80,000	\$ 80,000	\$ -	\$ 80,000	Brian Lieberman	Procurement - Preparing Bid Docs (RFP/RFQ)	7/1/2024	11/1/2025	Planning to be completed in 2024. Construction/ implementation in 2025. We will need to roll over some funding to 2025.
81-50-747	812301	Open Space and Trails Master Plan Implementation Phase 1 - Implementation	-	100,000	100,000	-	100,000	Brian Lieberman	Construction - Mobilization	6/3/2024	11/30/2024	The EA has been approved, and the Town has entered into a contract with VVMTA to complete the work. The goal is for everything to be completed in 2024, but it is likely that work will need to continue in 2025.
81-50-755		Open Space Signage Projects	11,668	125,000	125,000	-	113,333	Brian Lieberman	Procurement - Equipment Ordered	6/15/2024	9/1/2024	The signage content and the design are complete. A contractor has been hired for fabrication, delivery, and installation. Installation is scheduled for July and August 2024.
TOTAL OPEN SPACE CAPITAL PROJECTS			\$ 11,668	\$ 305,000	\$ 305,000	\$ -	\$ 293,333					
TOTAL CAPITAL PROJECTS			\$ 957,241	\$ 38,194,460	\$ 41,284,113	\$ 3,089,653	\$ 40,326,872					



To: Mayor and Town Council

From: Brian Lieberman, Open Space and Trails Manager

Date: May 14, 2024

Agenda Item: Resolution 30, Series 2024- Appointment of a New Alternate OSRAC Member

REQUEST: Staff requests that the Town Council appoint a new alternate Committee member to fulfill an existing term through 2024 on the Open Space and Recreation Advisory Committee (“OSRAC”). The Committee has evaluated the ten candidates and made a recommendation for the appointment.

BACKGROUND: Anna Nakae accepted a new position in Washington and, as such, has left OSRAC. Staff advertised the vacancy on the Open Space and Recreation Advisory Committee (OSRAC) on March 8, 2024. Information about the vacancy was posted on the Town’s website, Eagle Today newsletter, Town social media, and the Vail Daily. Applications were accepted through Friday, April 5, 2024.

Ten applications were received for the vacancy, and all applicants met the committee's residency requirements. It’s exciting to see such a high level of community interest in the Committee's work.

The applications received are included in the packet. They are organized alphabetically according to first names. The application form is included first, followed by a cover letter or experience information (if submitted) for each applicant.

In addition, the prospective committee member evaluation rubric developed by Committee members and staff to evaluate candidates is attached.

ANALYSIS: According to the Committee Bylaws, staff establishes an application process to fill Committee vacancies. The Bylaws also indicate that OSRAC members may provide recommendations to the Town Council regarding the appointments of Committee members.

At OSRAC’s meeting on May 7, 2024, the Committee evaluated the applications and voted for their preferred candidate. The Committee motioned to recommend the candidate who received the most votes for the appointment.

The results of the vote are as follows:

Two (2) votes for Chris Cohen
One (1) vote for Dan Lambert
One (1) vote for Jason Holt
One (1) vote for Johnathan Christensen
One (1) vote for Kate Sheldon

All of the other applicants received zero (0) votes. Chris Cohen is the recommended candidate from OSRAC.

In addition, the Committee completed a rubric ranking each of the applicants to assist with their voting. The rubric included several criteria ranking the applicant’s knowledge of local natural resources and whether they have an important perspective to the committee that is currently missing and/or a valuable perspective that would be beneficial for the committee overall. The full criteria from the rubric are included as an attachment.

The table below shows the final results from committee member evaluations of the applicants. The higher the number, the more favorably the candidate was ranked. The average is the arithmetic mean score for each candidate. Again, the higher the average number, the higher the candidate ranked overall.

Applicant:	Ben Hilly	Beth Doliboa	Chris Cohen	Christopher Alvey	Dan Lambert	Jacci McKenna	Jason Holt	John Ives	Jonathan Christensen	Kate Sheldon
TOTAL	290	261	323	155	259	282	304	298	263	240
AVERAGE	48.33	43.5	53.83	25.83	50.17	47	40.67	49.67	43.83	40
RANK (by total)	5	8	1	10	3	6	2	4	7	9

COMMUNITY INPUT: No public comment was received.

BUDGET / STAFF IMPACT: No additional impacts to the Town budget or staff.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The Elevate Eagle Comprehensive Plan and the Open Space and Trails Master Plan speak to the importance of engaging an advisory committee to advise staff and the Town Council on open space and recreation management.

RECOMMENDED ACTION OR PROPOSED MOTION: Resolution 30, Series 2024: “A Resolution by the Town Council of the Town of Eagle, Colorado, appointing _____ to fulfill an existing term through 2024 as the alternate Committee member on the Open Space and Recreation Advisory Committee.”

According to the OSRAC Bylaws: *“The Town Council shall then vote on the appointment of members by written ballot, with such ballots being tallied by the Town Clerk, followed by a motion to appoint the highest vote-getters and a voice vote on that motion. The written ballots shall include the name of the person voting and shall be public records, as required by the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.”* Jenny will facilitate a ballot vote at the meeting.

ATTACHMENTS:

1. Resolution 30-2024
2. Applications for the vacancy (ten)
3. Prospective Committee Member Evaluation Rubric

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 30
(SERIES OF 2024)

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, APPOINTING
_____ TO FULFILL AN EXISTING TERM THROUGH 2024 AS THE ALTERNATE COMMITTEE MEMBER
ON THE OPEN SPACE AND RECREATION ADVISORY COMMITTEE

WHEREAS, in November 2020, Town Council formed the Open Space and Recreation Advisory Committee ("OSRAC") to provide additional expertise to the Town Council and staff necessary to enhance and facilitate open space and outdoor recreation in Town; and

WHEREAS, the OSRAC Bylaws establish that staff shall create an application process to fill vacancies on the Committee, which can include input from current Committee members; and

WHEREAS, OSRAC has evaluated the applications received and recommends that Chris Cohen be appointed as the alternate member of OSRAC for the remainder of a 4-year term through 2024; and

WHEREAS, the Town Council has reviewed the applications and the recommendations from OSRAC [*and concurs with their recommendation to appoint Chris Cohen*] or [*but instead voted for* _____] to fulfill the remainder of a 4-year term through 2024.

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

Section 1. _____ is hereby appointed to the Open Space and Recreation Advisory Committee as the Alternate Member by the Town Council of the Town of Eagle, Colorado, beginning immediately and expiring in December 2024 or upon resignation.

INTRODUCED, READ, PASSED AND ADOPTED ON _____, 2024.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE
OPEN SPACE AND RECREATION ADVISORY COMMITTEE (OSRAC)
PROSPECTIVE COMMITTEE MEMBER EVALUATION
MAY 2024

This rubric was developed with Committee input and is intended to help Committee members determine a recommendation for appointment to the OSRAC. Committee members should use a scale of 1-10 for the criteria listed below. A "1" would indicate that the applicant does not satisfy the criterion, whereas a "10" indicates that the applicant completely meets the criterion. At the bottom of the table, add all the scores together for each applicant.

Criteria	Applicant Name:	Ben Hilley	Beth Doliboa	Chris Cohen	Christopher Alvey	Dan Lambert	Jacci McKenna	Jason Holt	John Ives	Jonathan Christensen	Kate Sheldon
The applicant demonstrates knowledge of local recreational opportunities and trails.											
The applicant demonstrates knowledge of local natural resources, such as wildlife, noxious weeds, vegetation, or restoration.											
The applicant shows an understanding of the importance of partnerships and collaboration as it relates to the Committee's mission and goals.											
The applicant demonstrates sufficient knowledge of the Eagle area to assist with Open Space and Trails planning.											
The applicant is knowledgeable of the challenges and opportunities facing the Open Space and Trails program in Eagle.											
The applicant seems to have an understanding of the responsibility of the OSRAC. The applicant has the capacity to be a productive member of the committee.											
The applicant would bring an important perspective to the committee that is currently missing, and/or the applicant has a valuable perspective that would be beneficial for the committee overall.											
TOTAL											



**TOWN OF EAGLE
OPEN SPACE AND RECREATION ADVISORY COMMITTEE (OSRAC)
COMMITTEE MEMBER APPLICATIONS
MAY 2024**

Staff advertised the vacancy on the Open Space and Recreation Advisory Committee (OSRAC) on March 8, 2024. Information about the vacancy was posted on the Town's website, Eagle Today newsletter, Town social media, and posted in the Vail Daily. Applications were accepted through Friday, April 5, 2024.

We received ten applications for the vacancy, and it's exciting to see such a high level of community interest in the committee's work.

The ten applications received are included in this packet for your review. They are organized alphabetically according to first names. The application form is included first followed by a cover letter or experience information (if submitted) for each applicant.

Thank you,

Brian Lieberman, Open Space and Trails Manager

Commission & Committee Application Form

Select the Council, Commission, or Committee applying for

Open Space and Recreation Advisory Committee

PERSONAL INFORMATION

First Name	Ben
Last Name	Hilley
Address1	186 Ewing St
Address2	Field not completed.
City	Eagle
State	Colorado
Zip	81631-5836
Email Address	bhilley8150@gmail.com
Contact Phone Number	8177264494
Business Address	186 Ewing St
Business Phone Number	8177264494
Occupation	Central US Business Developer - Bombardier Recreational Products - Owner Vail 4x4 LLC

(Section Break)

COMMITTEE INFORMATION:

Economic Vitality Committee: Monthly meetings are typically held on the third Thursday at 1:00pm.

Marketing & Events Advisory Committee: Monthly meetings are typically held on the first Wednesday at 9:00 a.m.

Open Space and Recreation Advisory Committee: Monthly meetings are typically held on the first Tuesday at 9:00am.

Downtown Development Authority: Monthly meetings are typically held on the third Tuesday at 1:00pm.

Grand Avenue Stakeholder Committee: Meeting dates to be announced.

Town Council, Commission or Committee meetings are held in-person at Eagle Town Hall, 200 Broadway, with a secondary virtual option.

(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

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

No

If yes, which

Field not completed.

Please list organization memberships and positions held

Volunteer Wilderness Ranger - Eagle Holy Cross Wilderness Alliance
Friends of the Eagles Nest Wilderness - member
Friends of the Dillon Ranger District - member
National Forest Foundation - partnership Weston
1% for the Planet - partnership Weston
Leave No Trace - member
Stay the Trail - member
CORE - member
Eagle County 4x4 Club - member

Please List Areas of Special Interest

Environmental & wildlife protection, recreational access preservation, tourism insight, affordable housing, and childrens programs

(Section Break)

ADDITIONAL QUESTIONS

What opportunities does the Town of Eagle have?

We have the opportunity to continue to provide the fairest possible sustainable access to our amazing public lands, while preserving those places for future users.

What challenges currently exist in the Town of Eagle?

Currently we have many different kinds of people in different stages of their lives that recreate in different ways. My #1 priority on the OSRAC would be balancing those residents various desires to recreate on public lands with the protection of those lands.

As a Committee Member, how would you approach these challenges?

I would do my best to see all sides' views on access and use of our public lands. My 15 years of backcountry guiding experience, both motorized and non-motorized gives me a unique and first hand knowledge of how our public lands can be managed effectively. I would strive to provide a balance between allowing residents access of their choice to our public lands and protecting those lands for future generations as well as the wildlife that call them home.

Are you a resident of Eagle or do you own real property, own a business or work for an Eagle owned business?

Yes

Please attach a cover letter or experience information

[Ben Hilley OSRAC Application.pdf](#)

Ben Hilley
186 Ewing St.
Eagle, CO 81631

Qualifications & Affiliations:

15 year veteran backcountry guide - motorized and non-motorized

- Nova Guides
- Timberline Tours
- Vail 4x4 Tours - Owner - Current USFS Special Use Permit Holder

Volunteer Wilderness Ranger - Eagle Holy Cross Wilderness

Friends of the Eagles Nest Wilderness

Friends of the Dillon Ranger District

National Forest Foundation

1% for the Planet

Leave No Trace

Stay the Trail

CORE

Eagle County 4x4 Club

I believe I'd be an ideal candidate for a position on the Open Space and Recreation Advisory Committee because I am a strong proponent for protecting our public lands while also providing sustainable access. I've based the past 15 years of my life around this goal as a backcountry guide and now the owner of Vail 4x4 Tours. I responsibly share our public lands with people from around the world year after year. I have an immense first hand knowledge of how different user types impact trail systems and wildlife, as well as the dynamics that exist between various user groups. The USFS saw me as an ideal candidate to award the most recent special use permit allowing commercial access to USFS lands in Eagle County because I'm known in the guiding industry as someone who respects and loves our public lands. I spent the past decade building partnerships in the outdoor industry for Weston Backcountry, another Eagle County born outdoor business, including the National Forest Foundation and 1% for the Planet. I am a proponent of LNT ethics and have taught "Backcountry 101" education for over a decade to new users interested in accessing the unique mountain terrain our state provides.

On top of this, I'm a father and homeowner in Eagle who primarily recreates on public land. I love splitboarding, mountain biking, hiking, camping, fishing, hunting, and jeeping just to name a few. I've worked hard to make a life for myself and my family here and I look forward to raising my two young children with the ability to experience the amazing wild places that made me stay here. I want to use my experience and time here in Eagle County to give back and make sure that we are making the best decisions for our current residents as well as our future generations.

Commission & Committee Application Form

Select the Council, Commission, or Committee applying for

Open Space and Recreation Advisory Committee

PERSONAL INFORMATION

First Name	Beth
Last Name	Doliboa
Address1	750 Castle Dr
Address2	<i>Field not completed.</i>
City	Eagle
State	Colorado
Zip	81631
Email Address	bethann1120@gmail.com
Contact Phone Number	937-545-3938
Business Address	<i>Field not completed.</i>
Business Phone Number	<i>Field not completed.</i>
Occupation	Customer Success Manager - Prove Identity

(Section Break)

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(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

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

Yes

If yes, which

I have been a committee member on the following committees and working groups.

Please list organization memberships and positions held

Regional Active Transportation Stakeholder Committee, Wilmington Bike and Pedestrian Advisory Committee, Micromobility Working Group, Denver Vision Zero Technical Committee, Colorado Safe Routes to School Advisory Committee

Please List Areas of Special Interest

Active Transportation Planning and Safety Planning

(Section Break)

ADDITIONAL QUESTIONS

What opportunities does the Town of Eagle have?

Eagle already has a robust open space and trails system. With all the development that will be coming to the town in the next several years there is a opportunity to continue to build on that system in a way that continues to promote active transportation and a healthy lifestyle that many residents live here for.

What challenges currently exist in the Town of Eagle?	With large amount of growth and development coming to Eagle there is going to continue to be push back from locals on change and the disruption on the local mountain town feel.
As a Committee Member, how would you approach these challenges?	I have served on many committees that have to balance development, safety, and connectivity. I have been on the engineering side and on the planning/more progressive side and feel like I can provide a balance between both perspectives. Eagle is going to grow quickly in the next several years. I would like to help embrace that growth by showing residents that grow and new development can be a positive thing for the town and bring in more money for our local business as long as the development continues to make our open space and trail systems better and prioritizes protecting those areas as the development takes place.
Are you a resident of Eagle or do you own real property, own a business or work for an Eagle owned business?	Yes
Please attach a cover letter or experience information	Beth Doliboa Resume.pdf

BETH DOLIBOA

Email: bethann1120@gmail.com
Phone: (937) 545-3938

Planner, Denver Regional Council of Governments (DRCOG)

Denver, CO

August 2017 to May 2021

Performs advanced planning duties relating to the Denver regional roadway networks. Continually works with federal, state, and regional partnering agencies to develop and implement transportation plans and projects. Subject matter expert on regional objectives and deliverables.

Project Management:

- Regional Vision Zero Initiative – plan development, adoption, and implementation
- Regional Complete Streets Toolkit – plan development and adoption
 - Developed detailed scope of work, submitted RFP, organized consultant interviews, managed contract development.
 - Managed robust public involvement to initiate plan development. This included website content, video to promote the plan, social media ad campaign, regional events, survey, and interactive public comment map development.
 - Oversaw existing conditions analysis, toolkit for member governments and regional action initiatives with timeline for implementation years.
 - Worked with DRCOG's GIS team to collect crash data with partnering agencies. Used crash data to create the Regional Vision Zero interactive map for clients to easily view and filter data resources to identify target areas of concern.
 - Regular coordination with Colorado Department of Transportation (CDOT) to align efforts with the state's Strategic Safety Plan and to allocate \$77 million to safety projects in Denver Metro.
 - Managed the Regional Vision Zero Working Group and Complete Streets Steering Committee, made up of partners and clients from DRCOG's 58-member jurisdictions.
- Active Transportation Plan – plan implementation
 - Monitor and collaborate transportation demand projects and initiatives, including project selection, studies, and status updates.
 - Worked with the GIS team to collect and compile active transportation data. Kicked off a regional bicycle count program and on-line viewing platform.
 - Managed the Community Mobility Planning and Implementation set aside – establish program goals, focus areas, funding evaluation and project selection process and evaluation criteria for \$4.8 million of federal funds for planning and infrastructure projects that contribute to implementation outcomes.
 - Managed the TDM set aside - establish program goals, focus areas, funding evaluation and project selection process and evaluation criteria for \$1.8 million of federal funds to support marketing, outreach and research projects that reduce SOV travel.
- DRCOG's transportation safety-related planning activities and analysis:
 - Authored and completed all analysis for the Active Transportation Plan's Bicycle and Pedestrian Crash Report.
 - Work with DRCOG's GIS team, regional partners such as CDOT and the Department of Revenue to prepare annual regional crash data.

Advanced Planning:

- Managed the process to establish DRCOG's Fast Act-required safety, pavement, bridge, congestion, freight, and CMAQ performance measure targets, in coordination with Federal Highways Administration and CDOT.
- Assist in executing DRCOG's Public Involvement Plan to address federal requirements and internal objectives.
- Regularly review memorandums, letters, documentation, and technical reports for regional transportation projects.
- Develop memorandums and presentations to present to DRCOG's committees (TAC and RTC) and DRCOG Board of Directors

Education

BS / City and Regional Planning
The Ohio State University, 2012

AA / Architecture
Columbus State Community
College, 2009

Years of Experience

DRCOG	3.5 yrs
Wilmington MPO	2 yrs
AECOM	4 yrs
Catalyst Custom Homes	2 yrs

Areas of Expertise

Project Management
Client Relations
Presenting Deliverables
Developing Graphics
Technical Reports / RFP's

Skills

Microsoft Office
Adobe Creative Suite
ArcGIS Suite
AutoCAD / Civil 3D
MicroStation / Geopak
SketchUp

Certifications

Project Management Certificate
UNCW, 2016

**Associate Planner, City of Wilmington Metropolitan Planning Organization
Wilmington, North Carolina
November 2015 to August 2017**

Responsible for completing various transportation projects resulting in short- and long-range planning studies; assisting with GIS analysis, project analysis, project prioritization, public outreach, and planning activities to meet federal requirements. Included oversight of consultant staff, preparing, and reviewing memorandums and technical reports.

- Served as Secretary of the WMPO Bicycle and Pedestrian Advisory Committee
 - Oversaw committee by developing annual work plans and schedules, created monthly agendas, prepared monthly presentations, and facilitated meetings. Drafted policy resolutions of support for regional bike/ped plans.
 - Coordinated with Transportation Demand Management program to organize regional commuter events.
- Manage the Congestion Management Process - an ongoing procedure used to evaluate regional congestion.
 - Work with partnering agencies to oversee the schedule for data collection needed to analyze various roadway segments throughout the WMPO region. Created the first adopted CMP Biennial Data Report.
- Created and managed the regional geodatabase for WAVE Transit including all stops, routes, amenities, and facility updates.
- Served as WMPO representative on multiple Steering Committees for regional comprehensive plans, providing comments and review of existing and proposed facilities ensuring compliance with the Metropolitan Transportation Plan.
- Submitted transportation project funding request for statewide, division, and regional needs through the state of North Carolina's STIP process, for SPOT Prioritization 3.0, 4.0 and 5.0.
- Provided graphic support for government documents, branding documents, website illustrations and promotional events.

**Graduate Planner / Civil Designer, AECOM
Columbus, OH
May 2012 to November 2015**

Worked under multiple Project Managers, to support the preparation of planning documents for traffic studies, utilizing highway capacity software to develop alternate solutions for clients. Gained direct experience in construction plan production of roadway, drainage, bridge, maintenance of traffic, and right-of-way plans, assuring drawings were generated according to client standards and specifications. Participated in detailed reviews of plans and addressed stakeholder comments before being submitted for final review.

Projects included:

- Shared Use Path Connectivity, Dublin, OH - With a Senior Project Engineer, designed and produced the construction plan set for an asphalt shared-use path at four locations to provide connectivity between existing shared-use paths.
- Goodale Street Bikeway Improvements, Columbus, OH - Prepared and edited construction plans and specifications in accordance with ODOT and City of Columbus bikeway standards, the project included a connecting bikeway ramp from Goodale Street to the existing Lower Olentangy Trail below the bridge.
- Far East Freeway Project - Columbus, OH - This project targeted four major highway interchanges, managed all highway capacity analysis and developed a planning document including graphics that illustrated conceptual alternatives.

- Arterial Street Rehab - Hamilton Road, Columbus, OH - Assisted in the development of alternative analysis, illustration, and determination of roadway and complete street improvements necessary to address current capacity and safety issues.
- Detroit Rd Pedestrian and Parking Study - Rocky River, OH - Worked closely with the AECOM Akron office to review design alternatives and their impacts. Project closely coordinated with the City of Lakewood due to the impacts to local streets.

Designer, Catalyst Custom Homes**Dayton, OH****May 2010 to May 2012**

While completing my Bachelor of Science; regularly coordinated with the contractor to produce construction plan sets. These plans included, site plan development, plan views, elevations, and section views. Also, assisted in producing contracts for construction and specifications when needed.

Commission & Committee Application Form

Select the Council, Commission, or Committee applying for

Open Space and Recreation Advisory Committee

PERSONAL INFORMATION

First Name	Chris
Last Name	Cohen
Address1	3 Shedhorn Court
Address2	<i>Field not completed.</i>
City	Eagle
State	CO
Zip	81631
Email Address	chris.e.cohen@gmail.com
Contact Phone Number	2152844857
Business Address	<i>Field not completed.</i>
Business Phone Number	<i>Field not completed.</i>
Occupation	Non-Profit Program Director

(Section Break)

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(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

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Yes

If yes, which

Boards/Committees

Please list organization memberships and positions held

Aspen Young Professionals, Aspen - Website Chair, Membership Chair | Buddy Program, Aspen - Board member | Spring Board, Aspen - Board Chair, Education Chair | CollegeTrek, Aspen - Founder | Colorado Association for Environmental Education - Board member, Secretary, Certification Committee, Professional Development Committee, JEDI Committee

Please List Areas of Special Interest

Public Lands, Arts, Culture, Events, DEIA

(Section Break)

ADDITIONAL QUESTIONS

What opportunities does the Town of Eagle have?

With so much growth, there are opportunities for the Town of Eagle to assess current community resources and invest in financially responsible amendments and improvements to accommodate a growing population and interest in recreation.

What challenges currently exist in the Town of Eagle?	Growth is always a challenge. The draw of Eagle's recreation opportunities presents challenges related to multiple-use resources as well as considerations for our public lands and wildlife. Overall, navigating the variety of interests and demands of residents seems like the biggest challenge.
As a Committee Member, how would you approach these challenges?	With public service in mind, I would listen to understand and weigh different viewpoints to find solutions that make the most sense financially and serve our town and constituents. Everyone can't win, but their ideas can be heard and considered.
Are you a resident of Eagle or do you own real property, own a business or work for an Eagle owned business?	Yes
Please attach a cover letter or experience information	CohenLetterResume2024.pdf

April 2, 2024

Town of Eagle
Open Space and Recreation Advisory Committee
200 Broadway | P.O. Box 609
Eagle, CO 81631

Dear Committee Members and Selection Committee,

I am writing to express my interest in serving on the Town of Eagle - Open Space and Recreation Advisory Committee. My desire to join this committee stems from a lifelong passion for community involvement and service. I have always found that volunteering has created strong community connections and has given me a sense of purpose in contributing back to where I live.

With these experiences in mind, I have been searching for an opportunity to join a Board or Committee since moving to the Eagle Valley in 2018. When a friend shared an opening on the Open Space and Recreation Advisory Committee, it seemed like a perfect fit. Since purchasing a home in Eagle in 2021, I have fallen in love with our small town. My husband works for the town and takes so much pride in caring for our community. I would love to do my part as well.

In addition, my twenty-year career as an Environmental Educator has allowed me to learn a tremendous amount about public lands, management, and our human role in caring for and living within the natural world. Currently, as Youth & Graduate Programs Director at Walking Mountains Science Center, I work to educate both youth and adults about science, earth's systems, and environmental issues. As a teacher, I am tasked with sharing multiple perspectives with my students so that I am not teaching them what to think but rather how to think about the important issues of our day.

Valuing different perspectives is an innate quality and value of mine. As an avid recreationist and nature lover, I would bring a valuable and balanced viewpoint to the Open Space and Recreation Advisory Committee. In addition, my varied professional and board experiences have allowed me to gain many of the experiences and skills needed to be a strong board member including strong listening and communication skills, flexibility, and attention to detail.

I have attached a resume that expands on my experiences and skills. I am available by phone or email and I know I would be a great addition to your board. Thank you for taking the time to review my application materials. I look forward to speaking with you soon.

Sincerely,

Chris Cohen

Education

The Colorado State University Fort Collins, Colorado
Master of Science in Human Dimensions of Natural Resources 2011

- Adjunct Professor for Undergraduate Environmental Education *EE in the Rockies* course.
- Certificate in Non-Profit Administration and Leadership.
- Successful grant writing experience.
- **Thesis:** Cohen.CE. (2011) Connecting Children and Families to Nature: Targeting Wildlife Agency Education Initiatives. *Report to Western Association of Fish & Wildlife Agencies. ProQuest.* Fort Collins, CO: Colorado State University.

The Pennsylvania State University University Park, Pennsylvania
Bachelor of Science in Biology 2005

- Ecology option, minors in Economics and Spanish with honors in Wildlife and Fisheries Science.
- **Thesis:** Cohen.C.E. (2005) Biological and Socioeconomic Impacts of the removal of the Goof Hope Mill Dam. *ProQuest.* University Park, PA: Pennsylvania State University.

Relevant Experience

Walking Mountains Science Center Avon, Colorado
Youth Programs Director & Graduate Faculty 2018-present

- Oversee all aspects of Youth Programs Department including summer science camps, school field science programs, after school programs and in-school programs.
- Responsible for recruitment, hiring, training, supervision, and evaluation of 9-18 Youth Programs team members.
- Acting as visionary for all initiatives and departmental strategic objectives.
- Developing and managing department budget.
- Tracking and reporting all program data.
- Cultivating partnerships for collaboration with Eagle County School District and other education partners.
- Serving as administrator of special use permits.
- Acting as faculty advisor for graduate student action research projects and teaching graduate level coursework for the University of Northern Colorado.

Aspen Center for Environmental Studies Aspen, Colorado
Rock Bottom Ranch Program Manager 2013-2018

- Managed education staff and curriculum development for in-school and field-based education programs.
- Responsible for educator training and mentorship, professional development, and program scheduling.
- Maintained program budget, invoicing and facilities maintenance.
- Coordinated community outreach, special events, facility rentals and visitor engagement.
- Assisted in facilitation of Tomorrow's Voices *Political Geography* and *Politics of Sustainability* courses through University of Colorado CU Succeed.

Environmental Educator 2011-2013

- Developed standards-based curriculum and taught both in-school science specials and field programs for kindergarten through fifth grade.

Naturebridge: Olympic Park Institute Port Angeles, Washington
Field Science Educator 2010

- Developed curriculum and facilitated inquiry-based, residential environmental science field study programs within Olympic National Park.

Walking Mountains, formerly Gore Range Natural Science School Avon, Colorado
Natural Science Educator/Graduate Fellow 2008-2009

- Completed graduate fellowship in Environmental Education through partnership with Colorado State University.
- Developed curriculum and facilitated inquiry-based environmental science field study, summer camp and interpretive programs for students pre-school through adult.

Audubon Center at Bent of the River Southbury, Connecticut
Education Program Manager 2007

- Directed and evaluated school, community and summer camp programs.
- Managed education staff, education program budget and volunteer recruitment.
- Expanded program participation and increased marketing through development of new organization website, distribution of quarterly newsletter, weekly e-newsletter, and program brochures.

New Canaan Nature Center New Canaan, Connecticut
Assistant Director of Youth and Family Programs and Adventure Camps 2006

- Directed after-school and scout programs, birthday parties, and public outreach.
- Coordinated weeklong summer adventure trips for middle and high school students.
- Hired, trained, and evaluated full-time Environmental Educators and seasonal summer camp staff.

Community Involvement	<i>Colorado Association for Environmental Education</i>	Northwest Colorado
	Secretary and Board Member	2018-present
	Working to advance Environmental Education efforts across Colorado through programming, evaluation and advocacy work.	
	Northwest Colorado Regional Council Member	2016-present
	Working on a committee with a variety of Environmental Education providers from across the Western Slope of Colorado to enhance Environmental Education efforts across the state and at the national level as they relate to the Colorado Environmental Education Plan.	
	<i>Vail Leadership Academy</i>	Vail, Colorado
	Graduate	2018
	Completed a 6-month professional leadership program focused on values, integrity and communication.	
	<i>Roaring Fork Leadership</i>	Aspen, Colorado
	Graduate and Team Coach	2016-2018
	- Completed a yearlong professional leadership program with 100+ hours of training in personal, professional and community problem solving and effectiveness. - Served as a Civic Project Team Coach to mentor current leadership class.	
	<i>CollegeTrek</i>	Aspen, Colorado
	Co-Founder & Basalt High School Liaison	2013-2018
	Directed an innovative volunteer program pairing young professionals with high school students to assist in the college application process at Aspen, Basalt and Roaring Fork High Schools.	
	<i>Aspen Young Professionals Association (AYPA)</i>	Aspen, Colorado
	Membership & Website Chair	2015-2018
	Responsible for database and website management, member recruitment, and event coordination.	
	<i>The Buddy Program</i>	Aspen, Colorado
	Leadership Development Board	2014-2018
	Supported the Buddy Program through involvement in recruitment efforts and fundraising events.	
	Big Buddy	2012-2014
	Worked to make a difference in the Roaring Fork Valley community by connecting with and mentoring a young person.	
	<i>Spring Board Aspen</i>	Aspen, Colorado
	Board Chair	2012-2015
	- Managed strategic planning process, organizational redevelopment, branding and events. - Developed an educational framework and organizational structure focused on building the next generation of philanthropic leaders.	
	.	
	Colorado Association for Environmental Education Certified Master Environmental Educator	
	WMI Wilderness First Responder	
	NAI Certified Interpretive Guide	
	American Red Cross	
Certifications	- CPR/First Aid for the Professional Rescuer - Pet First Aid - Lifeguard, CPR, and First Aid for the Professional Rescuer - Canoeing and Kayaking	
	TIPS Alcohol Service Certified	
	BEETLES Leadership Institute Graduate	
Skills	Intermediate Spanish, Photography/Digital Editing, Graphic Design	
	Personnel Management, Program Evaluation, Budget Management	

Additional Education: Scholarship recipient for professional courses in Environmental Education through University of Wisconsin Stevens Point (*Fundamentals of Environmental Education and Making Environmental Education Relevant for Culturally Diverse Audiences*).

Additional Work Experience: Public Safety - Vail Resorts, Market Salesperson - Avalanche Cheese Company, Research Assistant - Denver Zoo, Deckhand/Educator - Soundwaters, Summer Educator - Riverbend Environmental Center, Summer Educator - Schuylkill Center for Environmental Education, Educator - Upham Woods 4-H Environmental Center, Educator - Shaver's Creek Environmental Center, Educator - Aullwood Audubon Center and Farm, Research Assistant - Smithsonian National Zoo, Campaign Intern - American Rivers.

Additional Community Involvement: Worked as a volunteer with Urban Blazers, Snowboard Outreach Society, Foresight Ski Guides, CSU Environmental Learning Center, Environmentors, Briar Bush Nature Center, Sound Experience Aboard Adventuress, Connecticut Outdoor and Environmental Education Association Board Member, Pennsylvania State Literacy Corps.

Commission & Committee Application Form

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Open Space and Recreation Advisory Committee

PERSONAL INFORMATION

First Name	Christopher
Last Name	Alvey
Address1	379 founders ave
Address2	Field not completed.
City	Eagle
State	Co
Zip	81631
Email Address	Chrisjenn.alvey@gmail.com
Contact Phone Number	970-688-6886
Business Address	Field not completed.
Business Phone Number	Field not completed.
Occupation	Project Management

(Section Break)

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(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	No
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If yes, which	Field not completed.
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Please list organization memberships and positions held	Field not completed.
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Please List Areas of Special Interest	Field not completed.
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(Section Break)

ADDITIONAL QUESTIONS

What opportunities does the Town of Eagle have?	We have lived in Eagle almost 20 years and the variety of things to do.
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What challenges currently exist in the Town of Eagle?	Bike Trails, and bike Trail safety, bike trail surface issues.
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As a Committee Member, how would you	To be active in safe bike riding and education. How many times I see kids with helmets and not the parents.
--------------------------------------	---

approach these challenges?

My wife and I are that over 50 user with pedal assist bikes and love our trails.

Are you a resident of Eagle or do you own real property, own a business or work for an Eagle owned business?

Yes

Please attach a cover letter or experience information

Field not completed.

Commission & Committee Application Form

Select the Council, Commission, or Committee applying for

Open Space and Recreation Advisory Committee

PERSONAL INFORMATION

First Name	Dan
Last Name	Lambert
Address1	253 North Penstemon Ln x3960
Address2	Field not completed.
City	Eagle
State	CO
Zip	81631
Email Address	Lamberttile1@gmail.com
Contact Phone Number	970-390-6503
Business Address	Field not completed.
Business Phone Number	Field not completed.
Occupation	Field not completed.

(Section Break)

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Yes

If yes, which

Eagle Ranch DRB, Eagle River Commercial Condominium association (ERCC) Holy Cross Powder Hounds Snowmobile Club, National Tile Contractors Association, Eagle River Community Wildlife Roundt

Please list organization memberships and positions held

ERCC Board President, Eagle Ranch DRB Board Member, HCPH Treasurer, NTCA Board of Directors, state ambassador, technical committee member, methods and standards committee member, reference manual edits/updates chairperson, Eagle County Community Wildlife Roundtable member.

Please List Areas of Special Interest

As a full time Eagle resident for 29 years and wanting to retire in this community my special interest is in the development of long term sustainable recreation planning to promote opportunities for healthy cohabitation of both humans and indigenous animals through a realistic 100 year outlook.

(Section Break)

ADDITIONAL QUESTIONS

What opportunities does the Town of Eagle have?	The TOE has many opportunities for inclusion and enhancement of current and emerging technologies regarding recreational options for its citizens as well as visitors.
What challenges currently exist in the Town of Eagle?	In my opinion, regarding the topic of recreation and our impact as humans on the environment and how we cohabitate with indigenous animals. I believe one of the largest challenges is staying ahead of the coming changes we will be facing as a community. Primarily in recent years there seems to be challenges in public opinion regarding this.
As a Committee Member, how would you approach these challenges?	If accepted to the OSRAC, I would respectfully consider all viewpoints and weigh them on the scale of proven facts to evaluate if and how a certain matter would impact our community and the established long term goals set forth. I am not intimidated by anyone and will act and speak in the best interest of the community for the greater good of the community.
Are you a resident of Eagle or do you own real property, own a business or work for an Eagle owned business?	Yes
Please attach a cover letter or experience information	<i>Field not completed.</i>

Cover Letter Dan Lambert:

Re:

Position available with Town of Eagle Open Space and Recreation Advisory Committee

Dear OSRAC

I am writing to express my interest in the position available on this committee.

As a multi faceted recreationalist and Eagle citizen since 1995 I believe that a position on this committee would be a good fit.

Since moving to Eagle I have served as a volunteer firefighter 1996-98 Served on the Eagle Ranch Design Review Board 2015-2022 Served two terms as a 5 state regional director for the National Tile Contractors Association (NTCA) Worked in the field of R&D and durability testing for various companies in the snowmobile industry.

Currently I am the chairperson for the NTCA Reference Manual updates and edits.

Technical committee member NTCA since 2011 NTCA Methods and Standards committee Emeritus.
NTCA Colorado State Ambassador.
Eagle County Community Wildlife Roundtable, board member. (ECCWR) Eagle River Commercial
Condominium Center (ERCC) Board president.
Holy Cross Powder Hounds snowmobile club (HCPH) Treasurer. 2016 - current

Through the associations and committees that I have and am currently involved with, I am thankful to be active in the betterment of these endeavors and to give back of my time for the passion I have for each of them.

I feel that the education I've gained through real world experiences through these avenues I've listed in addition to being a positive and productive member of this community with many years spent working with Hardscrabble Trails Coalition including countless solo adventures cleaning up abandoned local campsites, putting out abandoned campfires, clearing trees from trails, building and repairing bridges and more provide me a perspective that could be beneficial to the OSRAC and the community of Eagle.

Thank you for your consideration.

Best regards,

Dan Lambert

Commission & Committee Application Form

Select the Council, Commission, or Committee applying for

Open Space and Recreation Advisory Committee

PERSONAL INFORMATION

First Name	Jacci
Last Name	McKenna
Address1	PO Box 6122
Address2	344 Greenhorn Avenue
City	Eagle
State	CO
Zip	81631
Email Address	xotic61@yahoo.com
Contact Phone Number	970)328-0338
Business Address	Field not completed.
Business Phone Number	Field not completed.
Occupation	retired

(Section Break)

COMMITTEE INFORMATION:

Economic Vitality Committee: Monthly meetings are typically held on the third Thursday at 1:00pm.

Marketing & Events Advisory Committee: Monthly meetings are typically held on the first Wednesday at 9:00 a.m.

Open Space and Recreation Advisory Committee: Monthly meetings are typically held on the first Tuesday at 9:00am.

Downtown Development Authority: Monthly meetings are typically held on the third Tuesday at 1:00pm.

Grand Avenue Stakeholder Committee: Meeting dates to be announced.

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(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	Yes
If yes, which	Eagle County Community Wildlife Roundtable (ECCWR), Adams 14 Education Foundation, Delta Dental of Colorado Board of Trustees
Please list organization memberships and positions held	Past President of the Adams 14 Education Foundation, current Executive Committee member. Provide leadership to the Adams 14 Education Foundation in the areas of strategic planning, succession management, governance, finance, audit and investments. Current community representative on ECCWR, past President of the Adams 14 Education Foundation, past President of the Delta Dental Foundation board, trustee on the Delta Dental of Colorado board, Compensation Committee Chair and Executive Committee member.
Please List Areas of Special Interest	As a resident of Eagle, I am interested in providing service to our community to ensure our quality of life is preserved. This includes conserving wildlife, habitat and corridors essential to their survival. This priority is a shared community value and I would be pleased to represent that interest.

(Section Break)

ADDITIONAL QUESTIONS

What opportunities does the Town of Eagle have?

The Town of Eagle is growing and managing this growth is an opportunity as well as a challenge. People are drawn to our community because of the small town community lifestyle, natural environment and wildlife, access to the outdoors and recreation.

What challenges currently exist in the Town of Eagle?

As mentioned previously, growth provides opportunities as well as challenges. Housing affordability is an example of one challenge, providing access to affordable housing while also conserving land critical to ensure wildlife can thrive and ensuring smart growth principles are followed. Maintaining our small town community with manageable traffic, creating a fire-wise community, ensuring responsible recreation and doing our part to contribute to sustainability goals are the interests being balanced.

As a Committee Member, how would you approach these challenges?

As an OSRAC member, I would support our mission to "Maintain and enhance our community's quality of life by advising on resources, conservation, and sustainable management practices of open space, trails, recreation, and natural resources within the Town of Eagle and adjacent lands." As the Town of Eagle considers various pathways for the future, I would provide evidence-based advice and counsel and feedback from constituents so that the Board can make well-informed decisions.

Are you a resident of Eagle or do you own real property, own a business or work for an Eagle owned business?

Yes

Please attach a cover letter or experience information

[OSRAC Cover 2024.pdf](#)

Jacci McKenna



Executive Director HR, Eagle County Government

2014 – 2018

Executive Director of HR Eagle County, a full-service county with 500 employees. We are home to world-renowned ski resorts of Vail and Beaver Creek. Our Mission is to "Create a Better Eagle County for All." Strategic Priorities include Quality Services, Social Investment, Economic Vitality, Sustainable Communities, and Environmental Stewardship. We are an employer of choice whose HR strategies include creating a culture of empowerment, health and wellness, continual learning and professional growth resulting in service delivery excellence.



Sr Director HR, Kaiser Permanente

2008 – 2014

Senior HR Director for Kaiser Permanente Colorado leading Total Rewards, Employee & Labor Relations and Employee Health. Kaiser Permanente is Colorado's largest non-profit health plan, providing award-winning care for more than 580,000 members. With more than 7,000 staff and physicians, Kaiser is among Colorado's largest employers. Responsible for leading the Employee & Labor Relations, Total Rewards, and Employee Health & Safety functions. Primary accountabilities include design and execution of strategic Human Capital plans, development of best place to work environment, leadership and coaching, contract negotiation & grievance resolution, employee health & safety, integration of HR information systems and processes, compensation & benefits, performance management, payroll, and policy formulation across the region.



Chief HR Officer, Adams County School District 14

2006 – 2008

Chief HR Officer for Adams 14 School District, also served as the district's Chief Negotiator. Adams 14 employs approximately 900 employees and is unionized with two bargaining units; CTA which represents teachers and CCSEA which represents classified staff. Created and developed a strategic HR Program focused on human capital and talent management functions. Primary responsibilities include executive leadership and coaching, design and execution of strategic Human Capital plans, contract negotiations, total rewards programs, policy formulation and implementation, and integration of HR information systems and processes.



Director Employment Services, University of Colorado

1999 - 2006

Employment Services Director for the University of Colorado – Boulder campus. CU Boulder employs 7,000 employees, comprised of faculty, professional-exempt and classified staff. Directed HR initiatives and achieved strategic plan objectives relating to human capital management for 2,700 state employees. Served as a member of the CU Total Compensation Team providing transformational leadership to the four campuses regarding total reward strategies.

Commission & Committee Application Form

Select the Council,
Commission, or
Committee applying for

Open Space and Recreation Advisory Committee

PERSONAL INFORMATION

First Name	Jason
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Last Name	Holt
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Address1	205 Robins Egg Lane
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Address2	<i>Field not completed.</i>
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City	Eagle
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State	Colorado
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Zip	81631
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Email Address	jason@sageoutdooradventures.com
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Contact Phone Number	970-778-1619
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Business Address	3 Cotton Lane Gypsum CO 81637
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Business Phone Number	970-476-3700
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Occupation	Chief Operating Officer Sage Outdoor Adventures LLC
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(Section Break)

COMMITTEE INFORMATION:

Economic Vitality Committee: Monthly meetings are typically held on the third Thursday at 1:00pm.

Marketing & Events Advisory Committee: Monthly meetings are typically held on the first Wednesday at 9:00 a.m.

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Grand Avenue Stakeholder Committee: Meeting dates to be announced.

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(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	No
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If yes, which	Field not completed.
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Please list organization memberships and positions held	Field not completed.
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Please List Areas of Special Interest	Field not completed.
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(Section Break)

ADDITIONAL QUESTIONS

What opportunities does the Town of Eagle have?	Hiking, Biking, Fishing, river floats, adventure racing, dog friendly events and much more.
---	---

What challenges currently exist in the Town of Eagle?	Lack of infrastructure for parking, camping and access.
---	---

As a Committee Member, how would you	I have been in the commercial guiding world for 20 years. I understand how incredibly important our natural resources are for locals and visitors alike. I aim to strike a balance between
--------------------------------------	--

approach these challenges?

providing more recreational opportunities, while also preserving what makes our town so special for everyone who lives here. I also have a deep respect for the wildlife that call our valley home and I have seen firsthand how much their habitat has been effected in the last 10 years, I would try to minimize human contact with wildlife as much as possible.

Are you a resident of Eagle or do you own real property, own a business or work for an Eagle owned business?

Yes

Please attach a cover letter or experience information

[Jason Holt resume.docx](#)

Jason Holt

Chief Operating Officer

205 Robins Egg Lane

Eagle CO 81631

(970)778-1619

Jason@sageoutdooradventures.com

Professional Summary

Accomplished Chief Operating Officer with extensive outdoor industry background and decisive leadership style. Offers strategic planning abilities, background in risk management and forward-thinking mindset. Ready for challenges and focused on meeting future demands.

EXPERIENCE

Sage Outdoor Adventures LLC-*Chief Operating Officer-5/22/22-Present*

- Maintain special use permits through various government agencies. USFS, BLM-Silt, BLM-Kremmling, CPW, AHRA, DORA, CDOT, Eagle County Open Space, Town of Eagle, Town of Glenwood Springs. Provide accurate post use reports to above agencies.
- Work closely with ownership to strategize capital expenditures and budget projections.
- Established Safety protocols and training policies to promote company culture and vision.
- Oversee maintenance, registration and repair for a fleet of 15 transportation vehicles. 24 SXS machines and 102 snowmobiles and 2 snow cats
- Train new guides for river and land based activities
- Maintain trail system on private 6000 acre property for an unrivaled guest experience.
- Maintain property owners agricultural tax status by growing hay and monitoring 200 pair of cattle
- Oversee the wellbeing of 34 rescue horses for horseback riding program

Sage Outdoor Adventures -*Lead Guide/Logistics-Oct 2012-May 2022*

- Maximize revenue by keeping close eye on equipment capacities and available guide staff
- Hire and train new river and land based guides
- Snowcat Operations
- Medical Training- Made up weekly scenarios that all guide staff attended
- Made the daily schedule
- Guide clientele on Class II-V whitewater around the state on the Eagle, Arkansas, Gore Creek and Colorado rivers.
- Guide guests in wintertime on snowmobiles for half and full day trips. Including advanced powder riding high performance trips.

Nova Guides, Camp Hale CO - *Lead Guide Oct 2005-Oct 2012*

- Guide high end guests on whitewater raft trips on the Eagle, Arkansas and Colorado rivers Class II-V.
- Take guests on Backcountry jeep tours
- Take Guests on Backcountry snowmobile trips for 1/2 day and full day excursions
- Train new guides on river and land based activities
- Guide guests on float and wade fly fishing trips

EDUCATION

Colorado Mountain College, Leadville CO -*Associates-Outdoor Recreation Leadership May 2005*

CERTIFICATIONS

- Emergency Medical Technician-Basic
- Swift Water Rescue Level III
- Avalanche Safety Level II
- First Aid CPR/AED Certified
- Class C Commercial Driver's License with passenger endorsement

Commission & Committee Application Form

Select the Council, Commission, or Committee applying for

Open Space and Recreation Advisory Committee

PERSONAL INFORMATION

First Name	John
Last Name	Ives
Address1	356 Harrier Circle
Address2	PO Box 6123
City	Eagle
State	CO
Zip	81631
Email Address	john.ives@me.com
Contact Phone Number	303-809-0787
Business Address	Same
Business Phone Number	303-809-0787
Occupation	Managing Director, Tahoma Ventures

(Section Break)

COMMITTEE INFORMATION:

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(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

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

Yes

If yes, which

Union Creek Town Homes (HOA), Tahoma Ventures, Seaside Aquarium, Copper Labs, Stream.io, Bold Metrics, TempoDB, LineRate Systems, Kozio, Boulder Markets, Vsys

Please list organization memberships and positions held

Boulder Angels (Founder), Chips on the Deck (Founder)

Please List Areas of Special Interest

Outdoor recreation. Economics. Water Management. Climate Modeling

(Section Break)

ADDITIONAL QUESTIONS

What opportunities does the Town of Eagle have?

Maintaining the excellent balance between multiple constituencies that use and enjoy ToE Open Space. Land acquisition to continue to grow the footprint of Open Space.

What challenges currently exist in the Town of Eagle?

Maintaining the quality of the Open Space when the population of the ToE quickly grows over the next several years.

As a Committee Member, how would you approach these challenges?	I would encourage my fellow committee members, OS staff and the ToE Council to consider the long term effects of ToE decisions. I would also advocate a higher priority being placed on Open Space and parks related funding.
Are you a resident of Eagle or do you own real property, own a business or work for an Eagle owned business?	Yes
Please attach a cover letter or experience information	John Ives OSRAC Cover Letter.pdf

JOHN IVES

356 Harrier Circle, PO Box 6123, Eagle, 81631 | 303-809-0787 | john.ives@me.com

April 1, 2024

Brian Lieberman
Open Space & Trails Manager
Town of Eagle
200 Broadway
Eagle, CO 81631

Dear Brian:

I am writing to express my enthusiastic interest in the opening on the Town of Eagle's Open Space Advisory Committee. With a deep-rooted passion for recreation and a keen understanding of the importance of preserving our natural landscapes, I am eager to contribute my skills and expertise to the vital work of this committee.

As a relatively new (circa 2022) resident of Eagle, I have quickly developed a strong connection to our community and a profound appreciation for the diverse and stunning open spaces that surround us. I firmly believe that a balanced approach to safeguarding these precious resources is essential for the well-being of current and future generations.

My background in mapping, recreation and serving on several corporate board of directors uniquely positions me to make meaningful contributions to the Open Space Advisory Committee. As an immediate neighbor to ToE Open Space, I am passionate about the use and management of Open Space lands.

Furthermore, I possess excellent communication and collaboration skills, which I believe are essential for fostering productive relationships with fellow committee members, town officials, and community stakeholders. I am dedicated to working collaboratively to develop and implement effective strategies for the preservation and enhancement of Eagle's open spaces.

I am particularly excited about the opportunity to expand the inventory of Eagle's open spaces, improving access while balancing the requirements of the local wildlife. I am confident that my passion, dedication, and skills would make me an asset to the committee, and I am committed to dedicating the time and effort necessary to fulfill the responsibilities of this role effectively.

Thank you for considering my application. I am eager to further discuss how my qualifications and experiences align with the needs of the Open Space Advisory Committee. I am available at your earliest convenience for an interview, and I can be reached at 303-809-0787 or via email at john.ives@me.com. You may also learn more about my professional career [here](https://www.linkedin.com/in/john-ives-210111/) [https://www.linkedin.com/in/john-ives-210111/].

I am honored to have the opportunity to contribute to the important work of the Open Space Advisory Committee, and I look forward to the possibility of serving our community in this capacity.

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Ives', with a stylized flourish at the end.

John Ives

Commission & Committee Application Form

Select the Council, Commission, or Committee applying for

Open Space and Recreation Advisory Committee

PERSONAL INFORMATION

First Name	Jonathan
Last Name	Christensen
Address1	P.O. Box 1506
Address2	Field not completed.
City	EAGLE
State	CO
Zip	81631
Email Address	mr.jonc@gmail.com
Contact Phone Number	9703761920
Business Address	PO Box 1506
Business Phone Number	9703761920
Occupation	Software services company owner

(Section Break)

COMMITTEE INFORMATION:

Economic Vitality Committee: Monthly meetings are typically held on the third Thursday at 1:00pm.

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(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	Yes
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If yes, which	Eagle River Park Coalition
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Please list organization memberships and positions held	Board member, VP, Treasurer and Secretary
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Please List Areas of Special Interest	Project management, funding, technology
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(Section Break)

ADDITIONAL QUESTIONS

What opportunities does the Town of Eagle have?	I'm particularly interested in continued improvement of the river park and connecting that open space to downtown, possibly through creative planning related to the Case property between downtown and the river.
---	--

What challenges currently exist in the Town of Eagle?	High development prices alongside the conflict between our desires to develop and progress vs our desire to conserve and protect are the most difficult challenges to decision making and prioritizing the town's limited resources.
---	--

As a Committee Member, how would you approach these challenges?

Bringing people together to build friendships and strengthen community is the best way to get people to see that our desires and vision for the town mostly align, and these open space areas are the "3rd places" that let this happen. I would not have met the other members of the Eagle River Park Coalition if it hadn't been for the river park existing, and the more places like this we have that nurture peoples' diverse interests, the more connections the community will form.

Are you a resident of Eagle or do you own real property, own a business or work for an Eagle owned business?

Yes

Please attach a cover letter or experience information

[Eagle Open Space and Recreation Advisory Committee Cover Letter.pdf](#)

Jon Christensen
341 Wall St
X-1506
Eagle, CO 81361
970-376-1920
jon@eagleriverpark.org

Town of Eagle
4/2/2024

Dear Eagle Open Space and Recreation Advisory Committee,

I'm writing to express my interest in joining the Eagle Open Space and Recreation Advisory Committee. As a resident of downtown Eagle since 2016 and the Eagle Valley since 2006, I have a deep love for our community and a vision for enhancing the recreational opportunities and natural beauty that make Eagle such an amazing place to call home.

One of my big dreams is to see Eagle connect the river park to the downtown area, allowing folks to enjoy the stunning natural surroundings along the waterway while also being able to easily access the great restaurants and shopping downtown. By making it possible to experience both without needing a car, we can create a more connected and accessible community for everyone.

As the VP, treasurer, and secretary of the Eagle River Park Coalition, a 501(c)(3) organization formed by a group of passionate river surfers and park users, I've been actively involved in efforts to maintain and improve the surfing features of the park. We've taken inspiration from the successful model in Salida, and I'm excited to bring this experience and perspective to the Advisory Committee.

Alongside my love for outdoor recreation, I bring strong leadership and project management skills to the table. Running my own 65-person software development services company has taught me a lot about guiding teams, managing resources, and delivering successful outcomes. These skills, combined with my understanding of our community's needs, make me well-prepared to contribute to the Advisory Committee's efforts.

As an avid trail user myself, logging around 1,000 miles a year on our local trails, I know firsthand how important it is to maintain and expand our outdoor recreation infrastructure. I'm committed to ensuring that our open spaces, parks, and trails remain accessible, well-maintained, and enjoyable for everyone.

I would be honored to serve on the Eagle Open Space and Recreation Advisory Committee and contribute my passion, experience, and dedication to making our community even better. Thank you for considering my application, and I look forward to the opportunity to discuss further how I can support the Committee's mission.

Best regards,

A handwritten signature in blue ink, appearing to read 'Jon Christensen', with a stylized, flowing script.

Jon Christensen

Commission & Committee Application Form

Select the Council, Commission, or Committee applying for

Open Space and Recreation Advisory Committee

PERSONAL INFORMATION

First Name	Kate
Last Name	Sheldon
Address1	PO Box 4659
Address2	<i>Field not completed.</i>
City	Eagle
State	co
Zip	81631
Email Address	kateinvail@aol.com
Contact Phone Number	9703765431
Business Address	<i>Field not completed.</i>
Business Phone Number	<i>Field not completed.</i>
Occupation	self-employed

(Section Break)

COMMITTEE INFORMATION:

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(Section Break)

ORGANIZATION MEMBERSHIP INFORMATION

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

Yes

If yes, which

Sheldon Chalet, Alaska Retreat

Please list organization memberships and positions held

Owner and board member of both Sheldon Chalet and Alaska Retreat

Please List Areas of Special Interest

Wildlife, recreation, the great outdoors

(Section Break)

ADDITIONAL QUESTIONS

What opportunities does the Town of Eagle have?

To maintain & enhance our awesome quality of life and natural resources while carefully considering development and its long-term effects.

What challenges currently exist in the Town of Eagle?

People have discovered our lovely gem of Eagle and are moving here in droves.

As a Committee Member, how would you

Study and connect with the many other established Open Spaces in Colorado to learn what has worked for them. Continue to learn from CPW wildlife biologists. Continue

approach these challenges?	researching data and articles online relating to Open Spaces nationwide and in Canada. Consult with additional experts as issues/challenges come up to learn solutions options. Work with OSRAC members and various entities toward viable solutions.
Are you a resident of Eagle or do you own real property, own a business or work for an Eagle owned business?	Yes
Please attach a cover letter or experience information	<i>Field not completed.</i>

Please accept this as my Cover Letter for the OSRAC application (Kate Sheldon):

I represent your average Town of Eagle citizen who lives here and enjoys regular trails use, and could help bring balance to OSRAC since I don't have any career or political benefits from serving on the committee.

For more than three years I've strived to learn how to best help our wildlife and specifically our E-16 Elk Herd, which CPW has identified as likely not being sustainable in 20 years. In the process of much research, I've become educated on noxious weeds, soil health, local plant life and endangered plants, trail etiquette, trail user issues, trail restoration, virtual fencing and other fencing, raptors, our dwindling deer population, gopher control methods, much about the various wildlife which populates our area, types of habitats and the political dynamic which controls it all.

Connecting with numerous established Open Spaces in Colorado has helped me to understand the particular challenges which our Open Space experiences; and studying their programs to learn what works (and doesn't) can be beneficial to OSRAC. In addition, I've studied Open Spaces in numerous other comparative states and also Canada, as there are many rich resources out there.

Please accept these following references for my application to OSRAC:

Bill Heicher, Eagle County Open Space Advisory Committee (970) 390-9075
Bret Hooper, Eagle County Open Space Advisory Committee (970) 376-2652
Jamie Harrison, (303) 915-2476

Sincerely,

Kate Sheldon
Eagle, CO



To: Mayor Turnipseed and Town Council

From: Larry Pardee, Town Manager
Jill Kane, Finance Director

Date: May 14, 2024

Agenda Item: PUBLIC HEARING: Resolution 32, Series 2024, "A Resolution of the Town Council of the Town of Eagle, Colorado, Providing for a Supplemental Appropriation of Funds to the Various Funds and Spending Agencies, in the Amounts and For the Purposes as Set Forth Below for the 2024 Budget Year."

REQUEST: Staff requests that the Council review proposed Resolution 32, Series 2024 providing for the first supplemental appropriation for the 2024 budget year.

BACKGROUND: The original 2024 budget was adopted during the Council meeting on November 14, 2023. It has been the Town's historical practice to adopt a supplemental budget amendment to capture carryover projects from the prior year and recognize revisions to the budget that were not identified at the time the budget was originally adopted. The proposed supplemental budget amends the General Fund, Capital Improvements Fund, Sales Tax Capital Improvement Fund, Water Fund, Waste Water Fund, and Refuse Fund.

ANALYSIS: Please find attached a spreadsheet summarizing the proposed budget amendments. During the public hearing at the Council meeting on April 9th, staff introduced supplemental items. Since then, Finance has collaborated further with staff and recommends several additional amendments to the budget. Any adjustments not presented during the April 9th meeting are highlighted in green on the attached spreadsheet for easy reference.

The proposed 2024 supplemental budget amendments entail a total increase of \$1,001,059 in revenues and \$3,573,418 in expenditures. Of these expenditures, \$2,687,481 accounts for rollover items from 2023, while \$885,937 is allocated for newly proposed items. Additionally, \$784,400 of these expenditures will be covered by matching grant revenues. Excluding the rollover items from 2023, the net use of funds amounts to \$101,537.

In the attached Supplemental Budget, staff has incorporated 2023 actuals to update beginning fund balance estimates for 2024. This amendment results in a \$6,304,050 increase in townwide projected 2024 ending fund balances. The increase in budgeted expenditures for 2024, provided by the supplemental, that do not have a corresponding offsetting revenue, will be funded by reserve fund balances.

COMMUNITY INPUT: No public comment has been received to date on the 2024 budget amendments. A public hearing was scheduled for April 9th and May 14th, which was publicly noticed on the Town's website and published in the Eagle Valley Enterprise.

BUDGET / STAFF IMPACT: All 2024 supplemental budget amendment items have a budget and/or staff impact which is discussed in the analysis.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: A majority of 2024 proposed budget amendment items will allow staff to continue to move forward with projects that are geared towards major objectives prioritized by the Town Council.

The actual budget amendment reflects the Town’s “transparency and community engagement” guiding principle in which we strive to continue to build public trust by communicating in a timely manner and receiving feedback from the public concerning the Town’s budget and any amendments thereto.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** Resolution 32, Series 2024, “A Resolution of the Town Council of the Town of Eagle, Colorado, Providing for a Supplemental Appropriation of Funds to the Various Funds and Spending Agencies, in the Amounts and For the Purposes as Set Forth Below for the 2024 Budget Year.”

ATTACHMENTS:

- Townwide Proposed Supplemental 2024 Budget Items
- Resolution 32, Series 2024
- 2024 Budget Document – Supplemental Amendment No. 1

2024 SUPPLEMENTAL BUDGET #1 CHANGES - From 2024 FINAL BUDGET (Approved 11/14/2023)								
General Fund Revenues								
Fund	Department	2023 Final Budget Amount	2023 Actual	2023 Variance	2024 Original Budget	2024 Revised Budget	2024 Increase(Decrease)	Reason for Increase/Decrease
								Grants: Modifying grant revenue for the following: * \$216,659 - Remaining grant fund expenditure matching revenue needs to be rolled over from 2023 to 2024 for Innovative Housing Incentive Program Grant (IHOI) for Habitat 3rd Street Housing Project. * \$54,400 We received the Local Planning Capacity Grant for an Affordable Housing Capacity Project. We have the grant match already budgeted so we now need to include the revenue and matching expenses.
General Fund					451,332	722,391	\$ 271,059	
Sales Tax Capital Improvement Fund					1,850,000	2,580,000	730,000	Grant Revenue: An additional \$730,000 is being added to the STCIF budget for the GOCO grant received which is to help fund additional pool amenities, improvements at the Bike Park and BMX park, and fund the skate park planning.
Total Townwide Revenue Budget Adjustments							\$ 1,001,059	
Expenditures - Rollovers from 2023								
Fund	Department	2023 Final Budget Amount	2023 Actual	2023 Variance	2024 Original Budget	2024 Revised Budget	2024 Increase(Decrease)	Reason for Increase/Decrease
General Fund	Streets	\$ 31,000	\$ 23,330	\$ 7,670	\$ -	\$ 7,670	\$ 7,670	Pavement Management Study: The Town is engaged with IMS Infrastructure Management Services to update the Town's Pavement Management Study, the study was not fully completed in 2023 and work will roll over into 2024.
General Fund	Community Development	19,170	95	19,075	5,400	10,400	5,000	Recording Documents: Staff budgeted approximately \$15,000 in 2023 to record the Muni code Title 4 updates. The work was not completed in 2023 and needs to be partially rolled over to 2024. The actual cost came in less than staff anticipated.
General Fund	General Government	1,100,000	883,341	216,659	-	216,659	216,659	Contract Payments: Innovative Housing Incentive Program Grant (IHOI) for Habitat 3rd Street Housing Project remaining amount needs to be rolled over to 2024.
General Fund	Town Council	141,500	115,031	26,469	-	10,334	10,334	Council Special Projects - Economic Dashboard Development : \$15,500 was budgeted in 2023 for the initial build of the Economic Dashboard. \$5,167 was spent in 2023, staff is requesting the remaining \$10,334 be rolled over to 2024 to complete the build of the dashboard.
Capital Improvement Fund		243,717	116,086	127,631	-	127,631	127,631	Council Room AV Upgrades - The upgrades were completed in December 2023 and January 2024. Staff requests that the unexpended 2023 amount be rolled over to 2024.
Capital Improvement Fund		581,969	466,520	115,449	-	115,449	115,449	Public Art Mural & Beautification Project - There are still a few more wrap up items to be completed in 2024. Staff is recommending rolling over the balance to 2024 to complete the project.
Capital Improvement Fund		44,100	-	44,100	-	44,100	44,100	Nogal Road and Highway 6 Street Light - Staff was unable to get this project completed. Staff has identified this street light will require a solar light and this project will be completed in 2024.
Capital Improvement Fund		190,000	-	190,000	195,000	385,000	190,000	Multi Purpose Trucks - The vehicle replacement schedule identified 3 vehicle replacements in 2023 specifically for B&G. Staff was unable to procure the vehicles in 2023. Staff is requesting rolling over the fund to 2024, in which we have another 3 vehicles identified to be replaced (1 - B&G, 1 - Streets, 1- Engineering), moving our general fund public works vehicles to be replaced from 3 to 6. Year of vehicles being replaced: 2004, 2005x3, 2007, 2008.
Capital Improvement Fund		187,308	67,856	119,452	335,216	454,668	119,452	Patrol Vehicles: Staff was unable to purchase required Patrol Vehicles in 2023 due to lack of inventory. Staff was able to secure vehicles in 2024 and needs to roll over funds from 2023 that were unexpended to cover the cost. Only one of the 3 budgeted vehicles were purchased. Town has 4 vehicles to be purchased in 2024. Thus, a total of 6 vehicles will be replaced in 2024.
Capital Improvement Fund		100,000	62,239	37,761	1,020,000	1,057,761	37,761	Howard Street Replacement including Water and Sewer Line Replacement (Design & Engineering): The Town is under contract with Martin/Martin Engineering to complete the design work for the Howard Street replacement project which began in 2023. The design portion of the project was not fully completed and will need to be rolled over into 2024.
Waste Water Fund		50,000	29,524	20,476	300,000	320,476	20,476	
Water Fund		55,125	29,524	25,601	500,000	525,601	25,601	Grand Avenue Water and Sewer Line Replacements (Design & Engineering): The Town is under contract with Stolfus & Associates for Grand Ave design and engineering, the work budgeted
Waste Water Fund		37,500	27,495	10,005	28,300	38,305	10,005	in 2023 was not fully completed and will need to be rolled over to 2024.
Water Fund		37,500	27,495	10,005	28,300	38,305	10,005	Lower Eby Creek Tank and Booster Pump Station Replacement: Planning for this project was scheduled for 2023 and construction is scheduled in 2024. Staff would like to rollover the remaining planning funds to 2024. This project is anticipated to be completed this year as scheduled.
Water Fund		200,000	25,954	174,046	1,665,000	1,839,046	174,046	UBWTP: 2 MG Tank Rehab: Planning for this project was scheduled for 2023 and construction is scheduled in 2024. Staff would like to rollover the remaining planning funds to 2024. This project is anticipated to be completed this year as scheduled.
Water Fund		200,000	28,117	171,883	2,070,800	2,242,683	171,883	Transmission Main: Brush Creek Pressure Reducing Value (PRV) - Staff requests that we roll over the \$75,000 from 2023 to 2024. No funds were spent in 2023 on this project and is anticipated to be fully completed in 2024.
Water Fund		75,000	-	75,000	-	75,000	75,000	Water Line: 4th Street Water Main Replacement - Wall St. to Washington St. - Staff requests that we roll over the \$55,125 planning funds to 2024. Planning and Construction is scheduled to be completed in 2024.
Water Fund		55,125	-	55,125	200,000	255,125	55,125	Water Fencing - Staff requests rolling over unexpended 2023 funds to complete fencing of water assets for security purposes.
Water Fund		78,750	12,860	65,890	-	65,890	65,890	Yearout Energy Solar Project - The Yearout energy funds will be rolled from 2023 to 2024 to ensure sufficient funds for the solar project at the Wastewater Treatment Plant and Lower Basin Water Treatment plant, in accordance with our Energy Performance Contract with Yearout Energy.
Water Fund		41,000	-	41,000	1,569,657	1,610,657	41,000	Converting Water connections to Town Wireless - Project Started in 2023 and will be completed in 2024. Equipment has been purchased and installation/configuration will be completed in 2024. The roll over amount covers the remaining equipment however, an additional \$10,000 is needed for labor.
Water Fund		52,000	28,854	23,146	-	33,146	33,146	Converting WW connections to Town Wireless - Project Started in 2023 and will be completed in 2024. Equipment has been purchased and installation/configuration will be completed in 2024. The roll over amount covers the remaining equipment however, an additional \$1,500 is needed for labor.
Waste Water Fund		13,000	3,777	9,223	-	10,723	10,723	Yearout Energy Solar Project - The Yearout energy funds will be rolled from 2023 to 2024 to ensure sufficient funds for the solar project at the Wastewater Treatment Plant and Lower Basin Water Treatment plant, in accordance with our Energy Performance Contract with Yearout Energy.
Waste Water Fund		44,000	-	44,000	1,569,657	1,613,657	44,000	WW Plant Headworks Screen - Staff requests rolling over unexpended 2023 funds to complete project in 2024.
Waste Water Fund		315,000	-	315,000	-	315,000	315,000	Brush Creek and Eagle River Temperature Monitoring Stations - Staff requests rolling over unexpended 2023 funds to complete project in 2024.
Waste Water Fund		50,000	-	50,000	-	50,000	50,000	Brush Creek Park Playground Replacement: Staff would like to roll over \$50,000 of the 2023 budget that was not utilized to complete planning for the Park improvements and to schedule construction of the Park in 2025.
Sales Tax Capital Improvement Fund		500,000	3,915	496,085	-	50,000	50,000	Pool Replacement Project - Staff requests to rollover 2023 unexpended funds to 2024.
Sales Tax Capital Improvement Fund		1,000,000	338,475	661,525	12,000,000	12,661,525	661,525	

Expenditures - Additional 2024 Budget Amendments								
Fund	Department	2023 Final Budget Amount	2023 Actual	2023 Variance	2024 Original Budget	2024 Revised Budget	2024 Increase(Decrease)	Reason for Increase/Decrease
General Fund	Public Safety				\$ 6,000	\$ 19,000	\$ 13,000	Recruitment - The 2024 budget was finalized prior to confirmation that Chief Bos would assume the position in Alaska. Consequently, no recruitment expenditures were allocated for the Chief of Police position. Given the departure of our previous Chief within a year of hire, the recruitment firm we previously engaged has agreed to provide their services again at no charge for labor, bearing only expenses. The previous recruitment process incurred approximately \$40,000 in expenses. The estimated cost for this recruitment is \$13,000.
General Fund	General Government				449,400	503,800	54,400	Professional Services - Staff received the Local Planning Capacity Grant for an Affordable Housing Capacity Project. We have the grant match already budgeted so we now need to include the revenue and matching expenses.
Capital Improvements Fund					-	64,800	64,800	Terrace Park Restroom Reconstruction - Public Works had amounts budgeted within the B&G department operational budget (General Fund) in 2023 for R&M of the Terrace Park Restrooms. The project is much larger in scope than initially anticipated and is considered a capital project. Staff would like to roll project from 2023 to 2024 and move it from the General Fund to the Capital Improvements Fund. The B&G budget had \$24,800 budget for this project at YE 2023 which was going to fund the remodel of the restrooms except for the plumbing. Staff recently received two quotes for the replumbing of the facilities and both came back around \$40,000. The Total cost of the project will be \$64,800.
Capital Improvements Fund					-	25,000	25,000	Info Center Restroom Pump Station - The Info Center restroom is currently closed due to a failure in the pump station. Staff has received a quote for approximately \$24,500 to replace the pump station. Even if we close the restroom facilities, the pump station would still need to be replaced since the visitor center runs on the same pump station. Staff would like to have this issue resolved prior to the summer and the historical society museum use.
Capital Improvements Fund					-	209,330	209,330	Communications Tower - A new communications Tower had previously been budgeted in the Water Fund to be located on the new Cemetery Water Tank. Based on best practice recommendations, it is no longer recommended that communication towers be located on water tanks. The communications tower is for Town use and leasing to other private companies in which funds are received through the General fund. The Communications Tower be funded through the Capital Improvement Fund. This tower will be located near the Cemetery Tank.
Capital Improvements Fund					-	65,000	65,000	E-Bike Signage and Installation - During the 03/14/24 Council meeting, Council approved an ordinance to establish e-bike regulations. Signage for speed limits and dismount zones will need to be installed in order to have the regulations be enforceable. Staff estimated the work could be contracted out at an approximate cost of \$65,000.
Capital Improvements Fund					100,000	-	(100,000)	Building Assessment Implementation - Staff recommends reallocating these funds to the projects above since staff first needs to complete the Building Assessment prior to any project implementation. No project is currently identified.
Capital Improvements Fund					77,547	99,252	21,705	IT Improvements-Access and Security Controls - After the budget was finalized, staff requested adding panic buttons for Council Dias and security cameras for Council Chambers & Court Clerk office, this has an additional cost of \$21,705.
Capital Improvements Fund					-	20,000	20,000	IT Improvements - Public Safety Cloud Migration - Troy Brown is no longer able to support public safety IT which now will need to be transitioned to Town IT support. Budget request covers the transition of PD technology infrastructure toward a format that can be supported by Town.
Capital Improvements Fund					250,000	-	(250,000)	Smart City Initiatives - Staff would like to utilize these funds to support the additional access and security controls in the Council Chambers, the Communications Tower, and the Public Safety Cloud Migration.
Capital Improvements Fund					40,000	20,000	(20,000)	Public Works Electric Vehicle Charging Stations Level II - Public works received estimates on the charging stations that will be installed this year and it is half the cost of what is budgeted. Staff would like to reallocate the funds in order to remodel the Engineering offices at Public Works which was a request that was missed in the budget process due to the addition of a new staff Engineer.
Capital Improvements Fund					-	20,000	20,000	Public Works Engineering Office Remodel - With the addition of the new Staff Engineer that was budgeted in the 2024 budget, public works is requesting utilizing the EV charging stations savings to remodel offices in public works to create additional office space.
Capital Improvements Fund					47,000	98,000	51,000	Mobile Vehicle Barriers - Staff received 3 quotes for mobile vehicle barriers with a trailer and the best bid came in around \$97,000. This will allow the Town to purchase a trailer, 8 barriers, equipment to install barriers, and necessary staff training. Staff requests an increase in funding by \$51,000 to complete this purchase for the 2024 events season.
Sales Tax Capital Improvement Fund					12,000,000	12,500,000	500,000	Pool Rebuild Project - Additional amenities will be added to the project due to the additional GOCO funding received.
Sales Tax Capital Improvement Fund					45,000	275,000	230,000	Town Park Improvements - Currently there is \$45,000 in Park improvements for the Dog Park. An additional \$230,000 is being added for the grant funding received from GOCO, to include the following: - \$100,000 - Bike Park Improvements ; \$100,000 - BMX Park Improvements ; \$30,000 - Skate Park Planning
Sales Tax Capital Improvement Fund					90,000	55,000	(35,000)	River Park Expenses- The amount for River Park projects in our Capital plan is \$55,000, staff would like to reduce the \$35,000 amount to agree to the Capital Plan.
Water Fund					-	36,000	36,000	UBWTP Fire Alarms - Work was projected in 2025 in the CIP. Staff is working on installing additional fire alarms in the WW treatment plant facilities in 2024. Staff felt it was a more efficient use of staff time to do it all fire alarm projects at once. Staff requests funds for tank replacements be reclassified to this project in 2024. Fire alarms will be installed at the Pretreatment Building and Filter Plant Building.
Water Fund					-	24,000	24,000	LBWTP wall insulation - Staff request funding for a project to add additional fire foam insulation between wall and roof which would have been installed with the construction of the LBWTP. This project resolves two issues: (1) Safety (2) the additional installation of the fire foam will reduce noise and make the plant a better work environment for staff that are transitioning working from public works offices to the LBWTP.
Water Fund					-	20,000	20,000	UBWTP Pretreatment Valve and Actuator - The existing valve and actuator are in the process of failing and staff would like to have new equipment in hand prior to it fully failing due to the criticality of the equipment for the function of the plant. Lead time is estimated at 18-22 weeks. The equipment is approximately \$15,000 and installation is \$5,000.
Water Fund					221,020	381,020	160,000	Engineering Services - Lead Service Line Survey - Federal EPA mandated that water systems identify sources of lead in the service lines. Previously service Lines to the property were the Town's responsibility and service lines to home was the homeowners responsibility. With the new mandates, service lines to the home are also the homeowners responsibility. Staff would like to get a line survey completed for all service lines constructed prior to the 1970s, total cost is approximately \$160,000. Staff is applying for a grant to hopefully cover most of this expense, if the Town receives the Grant the revenue will be budgeted at a later date.
Water Fund					1,550,000	1,310,000	(240,000)	Tank Replacements (East Eagle)- Staff requests utilizing funds budgeted for Tank Replacements to fund to additional projects requested above.
Waste Water Fund					-	73,500	73,500	WW Treatment Plant - Headworks Grit Chamber Lining Repair - The existing grit chambers were grouted and not lined contributing to the failure of the grout that staff has identified. Originally, staff hoped to cover this work out of 2023 R&M however the proposal received placed the work out of that range.
Waste Water Fund					5,600,000	5,526,500	(73,500)	Nutrient Criteria Nitrogen - Staff recommends reallocation of the portion of this project to cover the cost of the Headworks Grit Chamber Lining repair discussed above.
Refuse Fund					22,690	39,392	16,702	R&M Services - Hazmat Removal and disposal from used motor oil tank - The oil at the Town's oil disposal site tested at a higher hazmat level than our prior vendor was licensed to remove and transport. The Town needed to contact a new vendor that could process the contents of the oil site. The cost was approximately \$17,000, which is not currently budgeted. Staff requests a use of refuse fund balance to cover the cost of this service.

Total Townwide Expense Budget Adjustments \$ 3,573,418

Townwide Supplemental Net Use of Funds \$ 2,572,359

Supplemental Net Use of Funds not including 2023 Rollover Items: \$ 101,537

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 32
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO PROVIDING FOR A SUPPLEMENTAL APPROPRIATION OF FUNDS TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW FOR THE 2024 BUDGET YEAR.

WHEREAS, the Town Council of the Town of Eagle has previously adopted the 2024 budget;

WHEREAS, the Town Council has reviewed the revised estimated revenues and expenditures for 2024;

WHEREAS, the Town Council finds it necessary to amend the 2024 budget to more accurately reflect the revenues and expenditures for 2024;

WHEREAS, the Town Council has caused to be published a notice containing the date and time of a public hearing at which the adoption of the proposed budget amendment will be considered and a statement that the proposed budget amendment is available for public inspection at the office of the Town Clerk located in the Eagle Town Hall during normal business hours, and that any interested elector of the Town of Eagle may file any objection to the proposed budget amendment at any time prior to the final adoption of the proposed budget amendment; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance as required by law.

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

Section 1. There be and hereby is appropriated out of the revenues of the Town of Eagle, Colorado for the fiscal year 2024 beginning January 1, 2024 and ending December 31, 2024, the sum of \$64,526,018 to be raised by taxation and otherwise, which sum is hereby divided and appropriated for the following purposes to wit:

	Original or Previously Amended <u>2024 Budget</u>	Current Proposed Amended <u>2024 Budget</u>
GENERAL FUND		
Operating Expenditures	\$ 13,544,183	\$ 13,851,246
Transfer to Other Funds	2,150,000	2,150,000
TOTAL GENERAL FUND	<u>\$ 15,694,183</u>	<u>\$ 16,001,246</u>

WATER FUND		
Operating Expenditures	\$2,518,855	\$2,678,855
Capital Expenditures	11,446,081	11,937,777
Debt Service	1,266,942	1,266,942
Transfer to Other Funds	76,538	76,538
TOTAL WATER FUND	<u>\$ 15,308,416</u>	<u>\$ 15,960,112</u>
WASTE WATER FUND		
Operating Expenditures	\$ 1,956,050	\$ 1,956,050
Capital Expenditures	7,886,615	8,336,819
Debt Service	971,520	971,520
Transfer to Other Funds	51,197	51,197
TOTAL WASTE WATER FUND	<u>\$ 10,865,382</u>	<u>\$ 11,315,586</u>
REFUSE FUND		
Operating Expenditures	\$ 999,774	\$ 1,016,476
Capital Expenditures	-	-
Transfer to Other Funds	16,000	16,000
TOTAL REFUSE FUND	<u>\$ 1,015,774</u>	<u>\$ 1,032,476</u>
STORMWATER FUND		
Operating Expenditures	\$ 35,470	\$ 35,470
Capital Expenditures	-	-
Transfer to Other Funds	-	-
TOTAL STORMWATER FUND	<u>\$ 35,470</u>	<u>\$ 35,470</u>
BROADBAND FUND		
Operating Expenditures	\$1,432,146	\$1,432,146
Capital Expenditures	-	-
Debt Service	436,190	436,190
Transfer to Other Funds	-	-
TOTAL BROADBAND FUND	<u>\$1,868,336</u>	<u>\$1,868,336</u>
CAPITAL IMPROVEMENTS FUND		
Capital Expenditures	\$ 5,576,514	\$ 6,317,742
Transfer to Other Funds	-	-
TOTAL CAPITAL IMPROVEMENTS FUND	<u>\$ 5,576,514</u>	<u>\$ 6,317,742</u>
SALES TAX CAPITAL IMPROVEMENT FUND		
Operating Expenditures	\$ 27,000	\$ 27,000
Capital Expenditures	12,245,250	13,651,775
Debt Service	1,222,838	1,222,838
TOTAL SALES TAX CAPITAL IMPROVEMENT FUND	<u>\$13,495,088</u>	<u>\$14,901,613</u>

CONSERVATION TRUST FUND

Operating Expenditures	\$ -	\$ -
Transfer to Other Funds	-	-
TOTAL CONSERVATION TRUST FUND	<u>\$ -</u>	<u>\$ -</u>

OPEN SPACE PRESERVATION FUND

Operating Expenditures	\$ 316,146	\$ 316,146
Capital Expenditures	305,000	305,000
Transfer to Other Funds	11,159	11,159
TOTAL OPEN SPACE PRESERVATION FUND	<u>\$ 632,305</u>	<u>\$ 632,305</u>

DOWNTOWN DEVELOPMENT AUTHORITY FUND

Operating Expenditures	\$34,550	\$34,550
Transfer to Other Funds	-	-
TOTAL DOWNTOWN DEVELOPMENT AUTHORITY FUND	<u>\$34,550</u>	<u>\$34,550</u>

GRAND TOTAL ALL FUNDS

<u>\$ 64,526,018</u>	<u>\$ 68,099,436</u>
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INTRODUCED, READ, PASSED, AND ADOPTED ON MAY 14, 2024

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



2024 BUDGET - ALL FUNDS SUMMARY

Supplemental Amendment No. 1

	<u>2023 ACTUAL</u>	<u>2024 BUDGET</u>	<u>2024 REVISED</u>	<u>SUPPLEMENTAL INCREASE(DECREASE)</u>
GENERAL FUND:				
BEGINNING FUND BALANCE	\$ 7,315,684	\$ 6,537,215	\$ 6,939,761	\$ 402,546
REVENUES	13,479,359	13,218,628	13,489,687	271,059
TRANSFERS-IN FROM OTHER FUNDS	190,769	154,894	154,894	-
EXPENDITURES	(11,223,051)	(13,544,183)	(13,851,246)	(307,063)
TRANSFERS-OUT TO OTHER FUNDS	(2,823,000)	(2,150,000)	(2,150,000)	-
ENDING FUND BALANCE	\$ 6,939,761	\$ 4,216,554	\$ 4,583,096	\$ 366,542
WATER FUND:				
BEGINNING FUND BALANCE	\$ 17,749,899	\$ 17,157,229	\$ 21,494,206	\$ 4,336,977
REVENUES	7,581,015	7,871,400	7,871,400	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(3,732,335)	(15,231,878)	(15,883,574)	(651,696)
TRANSFERS-OUT TO OTHER FUNDS	(104,374)	(76,538)	(76,538)	-
ENDING FUND BALANCE	\$ 21,494,206	\$ 9,720,213	\$ 13,405,494	\$ 3,685,281
WASTE WATER FUND:				
BEGINNING FUND BALANCE	\$ 9,348,667	\$ 11,376,261	\$ 12,344,974	\$ 968,713
REVENUES	5,746,108	5,205,000	5,205,000	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(2,693,396)	(10,814,185)	(11,264,389)	(450,204)
TRANSFERS-OUT TO OTHER FUNDS	(56,405)	(51,197)	(51,197)	-
ENDING FUND BALANCE	\$ 12,344,974	\$ 5,715,879	\$ 6,234,388	\$ 518,509
REFUSE FUND:				
BEGINNING FUND BALANCE	\$ 289,497	\$ 306,859	\$ 317,959	\$ 11,100
REVENUES	813,462	1,033,745	1,033,745	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(771,000)	(999,774)	(1,016,476)	(16,702)
TRANSFERS-OUT TO OTHER FUNDS	(14,000)	(16,000)	(16,000)	-
ENDING FUND BALANCE	\$ 317,959	\$ 324,830	\$ 319,228	\$ (5,602)
STORMWATER FUND:				
BEGINNING FUND BALANCE	\$ 168,233	\$ 217,598	\$ 216,841	\$ (757)
REVENUES	101,402	101,000	101,000	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(52,795)	(35,470)	(35,470)	-
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 216,841	\$ 283,128	\$ 282,371	\$ (757)
BROADBAND FUND:				
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
REVENUES	-	1,943,834	1,943,834	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	-	(1,868,336)	(1,868,336)	-
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ 75,498	\$ 75,498	\$ -
CAPITAL IMPROVEMENTS FUND:				
BEGINNING FUND BALANCE	\$ 11,245,307	\$ 13,716,588	\$ 15,365,101	\$ 1,648,513
REVENUES	3,425,407	2,668,581	2,668,581	-
TRANSFERS-IN FROM OTHER FUNDS	2,550,000	2,000,000	2,000,000	-
EXPENDITURES	(1,855,613)	(5,576,514)	(6,317,742)	(741,228)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 15,365,101	\$ 12,808,655	\$ 13,715,940	\$ 907,285
SALES TAX CAPITAL IMPROVEMENT FUND (EAGLE RIVER PARK FUND):				
BEGINNING FUND BALANCE	\$ 2,067,174	\$ 928,925	\$ 2,376,908	\$ 1,447,983
REVENUES	1,277,662	14,374,000	15,104,000	730,000
TRANSFERS-IN FROM OTHER FUNDS	103,000	-	-	-
EXPENDITURES	(1,070,928)	(13,495,088)	(14,901,613)	(1,406,525)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 2,376,908	\$ 1,807,837	\$ 2,579,295	\$ 771,458

2024 BUDGET - ALL FUNDS SUMMARY

	<u>2023 ACTUAL</u>	<u>2024 BUDGET</u>	<u>2024 REVISED</u>	<u>SUPPLEMENTAL INCREASE(DECREASE)</u>
CONSERVATION TRUST FUND:				
BEGINNING FUND BALANCE	\$ 144,926	\$ 201,027	\$ 206,629	\$ 5,602
REVENUES	61,702	53,000	53,000	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	-	-	-	-
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 206,629	\$ 254,027	\$ 259,629	\$ 5,602
OPEN SPACE PRESERVATION FUND:				
BEGINNING FUND BALANCE	\$ 765,933	\$ 813,443	\$ 845,138	\$ 31,695
REVENUES	315,835	332,500	332,500	-
TRANSFERS-IN FROM OTHER FUNDS	150,000	150,000	150,000	-
EXPENDITURES	(370,640)	(621,146)	(621,146)	-
TRANSFERS-OUT TO OTHER FUNDS	(15,990)	(11,159)	(11,159)	-
ENDING FUND BALANCE	\$ 845,138	\$ 663,638	\$ 695,333	\$ 31,695
DOWNTOWN DEVELOPMENT AUTHORITY FUND:				
BEGINNING FUND BALANCE	\$ 6,361	\$ 7,649	\$ 31,687	\$ 24,038
REVENUES	18,858	31,481	31,481	-
TRANSFERS-IN FROM OTHER FUNDS	20,000	-	-	-
EXPENDITURES	(13,532)	(34,550)	(34,550)	-
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ 31,687	\$ 4,580	\$ 28,618	\$ 24,038
PARKING FEE IN LIEU FUND:				
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
REVENUES	-	-	-	-
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	-	-	-	-
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
TOTAL - ALL FUNDS:				
BEGINNING FUND BALANCE	\$ 49,101,681	\$ 51,262,794	\$ 60,139,203	\$ 8,876,409
REVENUES	32,820,810	46,833,169	47,834,228	1,001,059
TRANSFERS-IN FROM OTHER FUNDS	3,013,769	2,304,894	2,304,894	-
EXPENDITURES	(21,783,289)	(62,221,124)	(65,794,542)	(3,573,418)
TRANSFERS-OUT TO OTHER FUNDS	(3,013,769)	(2,304,894)	(2,304,894)	-
ENDING FUND BALANCE	\$ 60,139,202	\$ 35,874,839	\$ 42,178,889	\$ 6,304,050

GENERAL FUND REVENUES

GENERAL FUND SUMMARY

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
FUND BALANCES (Beginning):				
NON-SPENDABLE: 1	\$ 223,267	\$ 223,300	\$ 223,000	\$ (300)
RESTRICTED FOR: Emergency Reserve	290,000	470,714	290,000	(180,714)
RESTRICTED FOR: ARPA Grant Earnings	28,496	122,496	123,855	1,359
ASSIGNED FOR: Capital Projects: 2	103,000	-	-	-
UNASSIGNED FUND BALANCE:	6,670,921	5,720,705	6,302,906	582,201
TOTAL FUND BALANCES (Beginning)	\$ 7,315,684	\$ 6,537,215	\$ 6,939,761	\$ 402,546
REVENUE				
Taxes	10,092,176	10,768,590	10,768,590	-
Licenses and Permits	975,115	683,975	683,975	-
Intergovernmental Revenue	1,273,418	1,246,183	1,517,242	271,059
Charges for Services	365,649	234,000	234,000	-
Fines & Forfeitures	112,562	85,779	85,779	-
Misc. Revenues	660,439	200,101	200,101	-
Transfers from Other Funds				-
From Water	104,374	76,538	76,538	-
From Wastewater	56,405	51,197	51,197	-
From Refuse	14,000	16,000	16,000	-
From Open Space	15,990	11,159	11,159	-
TOTAL REVENUE	\$ 13,670,128	\$ 13,373,522	\$ 13,644,581	\$ 271,059
TOTAL SOURCES	\$ 20,985,812	\$ 19,910,737	\$ 20,584,342	\$ 673,605
EXPENDITURES				
Town Council	219,913	153,143	163,477	10,334
General Government	1,450,964	1,312,843	1,583,902	271,059
General Administration	850,104	1,016,900	1,016,900	-
Information Technology	864,372	863,650	863,650	-
Community Development	1,179,678	1,407,434	1,412,434	5,000
Streets	1,884,357	2,505,131	2,512,801	7,670
Engineering	297,200	575,273	575,273	-
Buildings & Grounds	1,074,126	1,285,350	1,285,350	-
Public Safety	2,789,686	3,661,041	3,674,041	13,000
Municipal Court	90,537	102,026	102,026	-
Information Center	27,491	26,256	26,256	-
Events	427,204	453,313	453,313	-
Communication & Marketing	67,418	181,823	181,823	-
TOTAL EXPENDITURES	\$ 11,223,051	\$ 13,544,183	\$ 13,851,246	\$ 307,063
TRANSFERS TO OTHER FUNDS				
Transfer to Open Space Fund	150,000	150,000	150,000	-
Transfer to Sales Tax Capital Improvements Fund	103,000	-	-	-
Transfer to DDA Fund	20,000	-	-	-
Transfer to Capital Improvements Fund	2,550,000	2,000,000	2,000,000	-
TOTAL TRANSFERS TO OTHER FUNDS	\$ 2,823,000	\$ 2,150,000	\$ 2,150,000	\$ -
TOTAL EXPENDITURES & TRANSFERS	\$ 14,046,051	\$ 15,694,183	\$ 16,001,246	\$ 307,063
NET SOURCE (USE) OF FUNDS	\$ (375,923)	\$ (2,320,661)	\$ (2,356,665)	\$ (36,004)
FUND BALANCES (Ending):				
NON-SPENDABLE: 1	\$ 223,000	\$ 223,000	\$ 223,000	\$ -
RESTRICTED FOR: Emergency Reserve	290,000	537,872	548,164	10,292
RESTRICTED FOR: ARPA Grant Earnings	123,855	-	-	-
ASSIGNED FOR: Capital Projects: 2	-	-	-	-
UNASSIGNED FUND BALANCE: 3	6,302,906	3,455,682	3,811,932 2	356,250
TOTAL FUND BALANCES (Ending)	\$ 6,939,761	\$ 4,216,554	\$ 4,583,096	\$ 366,542
Percentage of Unassigned Fund Balance compared to total expenditures not including transfers to other funds	56%	26%	28%	

1 Non-Spendable: Prepaid Expenditures and EHOP (Long-term notes and funds held with fiscal agent for the Town's Employee Home Ownership Program)

2 This Assigned Fund Balance is from the Eagle County School District settlement funds received in 2021. Council Assigned the funds towards a Mountain Rec Project. Transferred to STCIF in 2023.

3 It is the Town's practice to have the unassigned fund balance for the General Fund to total approximately 25% of total expenditures not including transfers to other funds. The revised 2024 budget's unassigned fund balance is currently at 28% of operating expenditures.

**GENERAL FUND
REVENUE SOURCES**

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
TAXES				
10-431-10 General Property Tax	\$ 382,588	\$ 570,090	\$ 570,090	\$ -
10-431-20 Specific Ownership Tax	21,902	21,000	21,000	-
10-431-30 Sales Tax - Regular	8,296,117	8,840,000	8,840,000	-
10-431-31 Sales Tax - Special Marijuana/Tobacco	815,619	811,000	811,000	-
10-431-44 Severance Tax	281	250	250	-
10-431-45 Federal Mineral Tax	1,865	250	250	-
10-431-50 Franchise Tax	298,286	254,000	254,000	-
10-431-60 Marketing Lodging Tax	275,519	272,000	272,000	-
TOTAL TAXES	\$ 10,092,176	\$ 10,768,590	\$ 10,768,590	\$ -
LICENSES & PERMITS				
10-432-10 Business Licenses	\$ 37,975	\$ 35,000	\$ 35,000	\$ -
10-432-12 Liquor Licenses	12,583	5,000	5,000	-
10-432-13 Marijuana & Tobacco Licenses	6,500	7,000	7,000	-
10-432-20 Building Permits	811,869	596,000	596,000	-
10-432-27 Electrical Permits	103,633	35,000	35,000	-
10-432-30 Road Cut Permits	1,780	5,000	5,000	-
10-432-35 Sign Permits	650	550	550	-
10-432-40 Special Event Permits	125	425	425	-
TOTAL LICENSES & PERMITS	\$ 975,115	\$ 683,975	\$ 683,975	\$ -
INTERGOVERNMENTAL REVENUE				
10-433-20 Motor Vehicle License Fee	\$ 31,389	\$ 32,000	\$ 32,000	\$ -
10-433-30 Highway Users Tax	270,286	266,465	266,465	-
10-433-60 Road & Bridge Tax	112,800	119,000	119,000	-
10-433-70 County Sales Tax	288,605	307,000	307,000	-
10-433-75 Grants	502,031	451,332	722,391	271,059
10-433-85 Intergovernmental Contributions	68,306	70,386	70,386	-
TOTAL INTERGOVERNMENTAL REVENUES	\$ 1,273,418	\$ 1,246,183	\$ 1,517,242	\$ 271,059
CHARGES FOR SERVICES				
10-434-10 Planning & Zoning Fees	\$ 18,450	\$ 16,000	\$ 16,000	\$ -
10-434-20 Planning & Zoning Reimbursable	109,034	140,000	140,000	-
10-434-25 Facility Usage Fees	62,895	63,000	63,000	-
10-434-26 Facility Usage Deposits	3,928	-	-	-
10-434-30 Sponsorship & Event Fees	11,030	15,000	15,000	-
10-434-32 Broadband Service Charges	93,478	-	-	-
10-434-40 Real Estate Transfer Fee	36,936	-	-	-
10-434-50 Disposable Bag Usage Fee	29,899	-	-	-
TOTAL CHARGES FOR SERVICES	\$ 365,649	\$ 234,000	\$ 234,000	\$ -
FINES & FORFEITURES				
10-435-10 Fines & Forfeits	\$ 42,162	\$ 35,000	\$ 35,000	\$ -
10-435-15 Police Surcharge	7,921	6,500	6,500	-
10-435-20 Police Miscellaneous	9,394	5,000	5,000	-
10-435-25 Police Grants	16,868	9,279	9,279	-
10-435-30 Special Duty Reimbursable	36,217	30,000	30,000	-
TOTAL FINES & FORFEITS	\$ 112,562	\$ 85,779	\$ 85,779	\$ -
MISCELLANEOUS REVENUE				
10-436-10 General Interest	\$ 467,569	\$ 150,000	\$ 150,000	\$ -
10-436-11 ARPA Interest	95,359	25,438	25,438	-
10-436-12 GASB87 Lease Interest Revenue	-	-	-	-
10-436-17 Penalty & Interest	4,189	500	500	-
10-436-50 Rental Income	18,260	13,663	13,663	-
10-436-51 GASB87 NPV Adj to Lease Revenue	-	-	-	-
10-436-70 Other Miscellaneous Revenue	10,422	10,500	10,500	-
10-436-72 Sale of Fixed Assets	31,600	-	-	-
10-436-78 Insurance Proceeds	24,299	-	-	-
10-436-80 Reimbursable Revenue - Other	5,973	-	-	-
10-436-94 Impact Fees Administration Fees	2,668	-	-	-
TOTAL MISCELLANEOUS REVENUE	\$ 660,439	\$ 200,101	\$ 200,101	\$ -
TRANSFERS FROM OTHER FUNDS				
10-437-20 Water - Indirect IT Services	\$ 104,374	\$ 76,538	\$ 76,538	\$ -
10-437-30 Wastewater - Indirect IT Services	56,405	51,197	51,197	-
10-437-40 General Admin. Refuse	14,000	16,000	16,000	-
10-437-80 Open Space - Indirect IT Services	15,990	11,159	11,159	-
TOTAL TRANSFERS FROM OTHER FUNDS	\$ 190,769	\$ 154,894	\$ 154,894	\$ -
TOTAL GENERAL FUND REVENUES	\$ 13,670,128	\$ 13,373,522	\$ 13,644,581	\$ 271,059

GENERAL FUND EXPENDITURES

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 48,059	\$ 49,312	\$ 49,312	\$ -
SUPPLIES	42	500	500	-
CHARGES FOR SERVICES	8,327	52,500	47,500	(5,000)
DISCRETIONARY FUNDING	163,209	50,000	65,334	15,334
FIXED CHARGES	277	831	831	-
TOTAL EXPENDITURES	<u>\$ 219,913</u>	<u>\$ 153,143</u>	<u>\$ 163,477</u>	<u>\$ 10,334</u>

FUND: GENERAL
DEPT: GENERAL GOVERNMENT

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 383,399	\$ 664,078	\$ 664,078	\$ -
SUPPLIES	4,278	1,500	1,500	-
CHARGES FOR SERVICES	1,045,545	628,065	899,124	271,059
DISCRETIONARY FUNDING	-	-	-	-
FIXED CHARGES	17,742	19,200	19,200	-
TOTAL EXPENDITURES	<u>\$ 1,450,964</u>	<u>\$ 1,312,843</u>	<u>\$ 1,583,902</u>	<u>\$ 271,059</u>

FUND: GENERAL
DEPT: GENERAL ADMINISTRATION

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 634,448	\$ 744,675	\$ 744,675	\$ -
SUPPLIES	6,923	6,441	6,441	-
CHARGES FOR SERVICES	195,806	249,484	249,484	-
FIXED CHARGES	12,927	16,300	16,300	-
CAPITAL OUTLAY	-	-	-	-
TOTAL EXPENDITURES	\$ 850,104	\$ 1,016,900	\$ 1,016,900	\$ -

FUND: GENERAL
DEPT: INFORMATION TECHNOLOGY

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 201,649	\$ 237,069	\$ 237,069	\$ -
SUPPLIES	98,954	84,000	84,000	-
CHARGES FOR SERVICES	562,384	541,181	541,181	-
FIXED CHARGES	1,385	1,400	1,400	-
TOTAL EXPENDITURES	\$ 864,372	\$ 863,650	\$ 863,650	\$ -

FUND:GENERAL
DEPT: COMMUNITY DEVELOPMENT

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
PERSONNEL SERVICE	\$ 904,484	\$ 1,043,399	\$ 1,043,399	\$ -
SUPPLIES	5,438	5,000	5,000	-
CHARGES FOR SERVICES	268,265	357,535	362,535	5,000
FIXED CHARGES	1,491	1,500	1,500	-
CAPITAL OUTLAY	-	-	-	-
TOTAL EXPENDITURES	\$ 1,179,678	\$ 1,407,434	\$ 1,412,434	\$ 5,000

FUND: GENERAL
DEPT: STREETS

SUMMARY OF EXPENDITURES

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 624,480	\$ 887,930	\$ 887,930	\$ -
SUPPLIES	184,000	190,454	190,454	-
CHARGES FOR SERVICES	1,055,800	1,412,247	1,419,917	7,670
FIXED CHARGES	20,076	14,500	14,500	-
CAPITAL OUTLAY	-	-	-	-
TOTAL EXPENDITURES	<u>\$ 1,884,357</u>	<u>\$ 2,505,131</u>	<u>\$ 2,512,801</u>	<u>\$ 7,670</u>

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
PERSONNEL SERVICE	\$ 267,890	\$ 545,325	\$ 545,325	\$ -
SUPPLIES	3,997	7,450	7,450	-
CHARGES FOR SERVICES	23,766	21,098	21,098	-
FIXED CHARGES	1,547	1,400	1,400	-
TOTAL EXPENDITURES	\$ 297,200	\$ 575,273	\$ 575,273	\$ -

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 586,654	\$ 706,536	\$ 706,536	\$ -
SUPPLIES	164,367	185,122	185,122	-
CHARGES FOR SERVICES	233,293	324,392	324,392	-
FIXED CHARGES	56,597	69,300	69,300	-
CAPITAL OUTLAY	33,215	-	-	-
TOTAL EXPENDITURES	\$ 1,074,126	\$ 1,285,350	\$ 1,285,350	\$ -

FUND:GENERAL
DEPT:PUBLIC SAFETY

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
PERSONNEL SERVICE	\$ 2,159,430	\$ 2,905,797	\$ 2,905,797	\$ -
SUPPLIES	159,673	188,976	188,976	-
CHARGES FOR SERVICES	426,867	492,268	505,268	13,000
FIXED CHARGES	43,716	74,000	74,000	-
TOTAL EXPENDITURES	\$ 2,789,686	\$ 3,661,041	\$ 3,674,041	\$ 13,000

FUND:GENERAL
DEPT: MUNICIPAL COURT

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
PERSONNEL SERVICE	\$ 55,062	\$ 64,221	\$ 64,221	\$ -
SUPPLIES	446	500	500	-
CHARGES FOR SERVICES	34,940	37,215	37,215	-
DISCRETIONARY FUNDING	-	-	-	-
FIXED CHARGES	89	90	90	-
TOTAL EXPENDITURES	\$ 90,537	\$ 102,026	\$ 102,026	\$ -

FUND: GENERAL
DEPT: INFORMATION CENTER

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 26,874	\$ 25,436	\$ 25,436	\$ -
SUPPLIES	594	800	800	-
CHARGES FOR SERVICES	-	-	-	-
FIXED CHARGES	23	20	20	-
TOTAL EXPENDITURES	\$ 27,491	\$ 26,256	\$ 26,256	\$ -

FUND: GENERAL
DEPT: EVENTS

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 209,617	\$ 229,543	\$ 229,543	\$ -
SUPPLIES	4,308	2,300	2,300	-
CHARGES FOR SERVICES	87,310	100,500	100,500	-
DISCRETIONARY FUNDING	125,000	120,000	120,000	-
FIXED CHARGES	967	970	970	-
TOTAL EXPENDITURES	\$ 427,204	\$ 453,313	\$ 453,313	\$ -

FUND: GENERAL
DEPT: COMMUNICATION & MARKETING

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 6,145	\$ 118,173	\$ 118,173	\$ -
SUPPLIES	197	2,700	2,700	-
CHARGES FOR SERVICES	61,076	60,800	60,800	-
FIXED CHARGES	-	150	150	-
TOTAL EXPENDITURES	\$ 67,418	\$ 181,823	\$ 181,823	\$ -

PROPRIETARY FUNDS

WATER FUND SUMMARY

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FOR:				
DEBT SERVICE ¹	\$ 737,984	\$ 848,956	\$ 749,117	\$ (99,839)
ASSIGNED FUND BALANCE	17,011,915	16,308,273	20,745,089	4,436,816
TOTAL FUND BALANCES (Beginning)	<u>\$ 17,749,899</u>	<u>\$ 17,157,229</u>	<u>\$ 21,494,206</u>	<u>\$ 4,336,977</u>
REVENUE				
Operating Revenues	\$ 4,557,100	\$ 4,563,400	\$ 4,563,400	\$ -
Interest on Investments	966,358	420,000	420,000	-
Other Revenue	46,320	88,000	88,000	-
Prepaid Plant Investment Fees	-	-	-	-
Plant Investment Fees (Tap Fees)	2,011,238	2,800,000	2,800,000	-
TOTAL REVENUE	<u>\$ 7,581,015</u>	<u>\$ 7,871,400</u>	<u>\$ 7,871,400</u>	<u>\$ -</u>
TOTAL SOURCES	<u>\$ 25,330,915</u>	<u>\$ 25,028,629</u>	<u>\$ 29,365,606</u>	<u>\$ 4,336,977</u>
EXPENDITURES				
Operating Expenditures	\$ 1,813,282	\$ 2,518,855	\$ 2,678,855	\$ 160,000
Capital Expenditures	735,866	11,446,081	11,937,777	491,696
Debt Service	1,183,186	1,266,942	1,266,942	-
Transfers-Out	104,374	76,538	76,538	-
TOTAL EXPENDITURES	<u>\$ 3,836,709</u>	<u>\$ 15,308,416</u>	<u>\$ 15,960,112</u>	<u>\$ 651,696</u>
NET SOURCE (USE) OF FUNDS	<u>\$ 3,744,307</u>	<u>\$ (7,437,016)</u>	<u>\$ (8,088,712)</u>	<u>\$ (651,696)</u>
FUND BALANCES (Ending):				
RESTRICTED FOR:				
DEBT SERVICE ¹	\$ 749,117.13	\$ 946,449	\$ 986,449.25	\$ 40,000
ASSIGNED FUND BALANCE	20,745,089	8,773,764	12,419,045	3,645,281
TOTAL FUND BALANCE (Ending)	<u>\$ 21,494,206</u>	<u>\$ 9,720,213</u>	<u>\$ 13,405,494</u>	<u>\$ 3,685,281</u>

¹ Per the 2018 loan agreement the Town shall maintain an operations and maintenance reserve in an amount equal to three months operations and maintenance expenses (not to exceed \$1,250,000)

DETAIL OF REVENUES

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
52-434-70 Debt Service Surcharge	\$ 476,936	\$ 473,400	\$ 473,400	\$ -
52-434-80 Water Sales - In Town	3,534,121	3,540,000	3,540,000	-
52-434-83 Water Sales - Out Of Town	546,043	550,000	550,000	-
52-434-85 Water Materials/Other	16,150	76,000	76,000	-
52-434-90 Plant Investment Fees (Tap Fees)	2,011,238	2,800,000	2,800,000	-
52-436-50 Water Interest	927,342	420,000	420,000	-
52-436-60 Water Rights Interest	39,016	-	-	-
52-436-65 Grants	11,875	-	-	-
52-436-75 Service Charge	17,790	12,000	12,000	-
TOTAL REVENUE	\$ 7,581,015	\$ 7,871,400	\$ 7,871,400	\$ -

SUMMARY OF EXPENDITURES

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 876,529	\$ 1,189,702	\$ 1,189,702	\$ -
SUPPLIES	300,575	293,800	293,800	-
CHARGES FOR SERVICES	557,348	898,353	1,058,353	160,000
FIXED CHARGES	78,830	87,000	87,000	-
CAPITAL EXPENDITURES	735,866	11,446,081	11,937,777	491,696
DEBT SERVICE	1,183,186	1,266,942	1,266,942	-
CONTINGENCY	-	50,000	50,000	-
TRANSFER TO OTHER FUNDS	104,374	76,538	76,538	-
TOTAL EXPENDITURES	\$ 3,836,709	\$ 15,308,416	\$ 15,960,112	\$ 651,696

UTILITY (WASTE WATER) FUND SUMMARY	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FOR:				
RATE STABILIZATION ACCOUNT 1	\$ 362,990	\$ 444,611	\$ 386,642	\$ (57,969)
ASSIGNED FUND BALANCE	\$ 8,985,677	\$ 10,931,650	\$ 11,958,331	\$ 1,026,681
TOTAL FUND BALANCES (Beginning)	\$ 9,348,667	\$ 11,376,261	\$ 12,344,974	\$ 968,713
REVENUE				
Operating Revenues	\$ 2,995,150	\$ 3,175,000	\$ 3,175,000	\$ -
Interest on Investments	557,963	230,000	230,000	-
Taxes	-	-	-	-
Plant Investment Fees (Tap Fees)	2,181,120	1,800,000	1,800,000	-
Grants	11,875	-	-	-
Loan Proceeds	-	-	-	-
Transfers-In	-	-	-	-
TOTAL REVENUE	\$ 5,746,108	\$ 5,205,000	\$ 5,205,000	\$ -
TOTAL SOURCES	\$ 15,094,775	\$ 16,581,261	\$ 17,549,974	\$ 968,713
EXPENDITURES				
Operating Expenditures	\$ 1,490,165	\$ 1,956,050	\$ 1,956,050	\$ -
Capital Expenditures	230,963	7,886,615	8,336,819	450,204
Debt Service	972,269	971,520	971,520	-
Transfers-Out	56,405	51,197	51,197	-
TOTAL EXPENDITURES	\$ 2,749,801	\$ 10,865,382	\$ 11,315,586	\$ 450,204
NET SOURCE (USE) OF FUNDS	\$ 2,996,307	\$ (5,660,382)	\$ (6,110,586)	\$ (450,204)
FUND BALANCES (Ending):				
RESTRICTED FOR:				
RATE STABILIZATION ACCOUNT 1	\$ 386,642	\$ 501,812	\$ 501,812	\$ -
ASSIGNED FUND BALANCE	11,958,331	5,214,067	5,732,576	518,509
FUND BALANCE (Ending)	\$ 12,344,974	\$ 5,715,879	\$ 6,234,388	\$ 518,509

1 Per the 2007 loan the Town shall maintain an operations and maintenance reserve in an amount equal to three months of operation and maintenance expenses excluding depreciation of the system

DETAIL OF REVENUES

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
51-434-70 Service Fees	\$ 2,995,150	\$ 3,175,000	\$ 3,175,000	\$ -
51-431-15 Loan Payment Mill Levy 1	-	-	-	-
51-434-85 Other Income	-	-	-	-
51-436-50 Interest Income	557,963	230,000	230,000	-
51-434-90 Plant Investment Fees (Tap Fees)	2,181,120	1,800,000	1,800,000	-
51-436-55 Grants	11,875	-	-	-
Transfers-In	-	-	-	-
TOTAL REVENUE	\$ 5,746,108	\$ 5,205,000	\$ 5,205,000	\$ -

SUMMARY OF EXPENDITURES

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 697,818	\$ 885,402	\$ 885,402	\$ -
SUPPLIES	118,819	166,500	166,500	-
CHARGES FOR SERVICES	636,718	811,548	811,548	-
FIXED CHARGES	36,810	42,600	42,600	-
CAPITAL OUTLAY	230,963	7,886,615	8,336,819	450,204
DEBT SERVICE	972,269	971,520	971,520	-
CONTINGENCY	-	50,000	50,000	-
TRANSFER TO OTHER FUNDS	56,405	51,197	51,197	-
TOTAL EXPENDITURES	\$ 2,749,801	\$ 10,865,382	\$ 11,315,586	\$ 450,204

REFUSE FUND SUMMARY

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
FUND BALANCES (Beginning):				
ASSIGNED FUND BALANCE	\$ 289,497	\$ 306,859	\$ 317,959	\$ 11,100
TOTAL FUND BALANCES (Beginning)	\$ 289,497	\$ 306,859	\$ 317,959	\$ 11,100
REVENUE				
Operating Revenues	\$ 796,454	\$ 1,018,745	\$ 1,018,745	\$ -
Non-Operating Revenues	17,007	15,000	15,000	-
Transfers-In	-	-	-	-
TOTAL REVENUE	\$ 813,462	\$ 1,033,745	\$ 1,033,745	\$ -
TOTAL SOURCES	\$ 1,102,959	\$ 1,340,604	\$ 1,351,704	\$ 11,100
EXPENDITURES				
Operating Expenditures	\$ 771,000	\$ 999,774	\$ 1,016,476	\$ 16,702
Capital Expenditures	-	-	-	-
Transfers-Out	14,000	16,000	16,000	-
TOTAL EXPENDITURES	\$ 785,000	\$ 1,015,774	\$ 1,032,476	\$ 16,702
NET SOURCE (USE) OF FUNDS	\$ 28,462	\$ 17,971	\$ 1,269	\$ (16,702)
FUND BALANCES (Ending):				
ASSIGNED FUND BALANCE	\$ 317,959	\$ 324,830	\$ 319,228	\$ (5,602)
TOTAL FUND BALANCE (Ending)	\$ 317,959	\$ 324,830	\$ 319,228	\$ (5,602)

DETAIL OF REVENUES

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
OPERATING REVENUES				
53-434-40 Service Fees	\$ 724,472	\$ 947,000	\$ 947,000	\$ -
53-434-50 Yardwaste/Recycle Center Fee	41,815	41,745	41,745	-
53-434-60 Administrative Fee	30,167	30,000	30,000	-
OPERATING REVENUES	\$ 796,454	\$ 1,018,745	\$ 1,018,745	\$ -
NON-OPERATING REVENUES				
53-436-50 Interest Income	\$ 17,007	\$ 15,000	\$ 15,000	\$ -
53-436-70 Miscellaneous Revenue	-	-	-	-
NON-OPERATING REVENUES	\$ 17,007	\$ 15,000	\$ 15,000	\$ -
TOTAL REVENUES	\$ 813,462	\$ 1,033,745	\$ 1,033,745	\$ -

SUMMARY OF EXPENDITURES

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
PERSONNEL SERVICES	\$ 10,575	\$ 13,044	\$ 13,044	\$ -
SUPPLIES	977	1,475	1,475	-
CHARGES FOR SERVICES	758,784	984,580	1,001,282	-
FIXED CHARGES	664	675	675	-
CAPITAL EXPENDITURES	-	-	-	16,702
TRANSFERS TO OTHER FUNDS	14,000	16,000	16,000	-
TOTAL EXPENDITURES	\$ 785,000	\$ 1,015,774	\$ 1,032,476	\$ -

STORMWATER FUND SUMMARY

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
FUND BALANCES (Beginning):				
ASSIGNED FUND BALANCE	\$ 168,233	\$ 217,598	\$ 216,841	\$ (757)
TOTAL FUND BALANCES (Beginning)	\$ 168,233	\$ 217,598	\$ 216,841	\$ (757)
REVENUE				
Operating Revenues	\$ 91,818	\$ 91,000	\$ 91,000	\$ -
Non-Operating Revenues	9,584	10,000	10,000	-
Transfers-In	-	-	-	-
TOTAL REVENUE	\$ 101,402	\$ 101,000	\$ 101,000	\$ -
TOTAL SOURCES	\$ 269,635	\$ 318,598	\$ 317,841	\$ (757)
EXPENDITURES				
Operating Expenditures	\$ 52,795	\$ 35,470	\$ 35,470	\$ -
Capital Expenditures	-	-	-	-
Transfers-Out	-	-	-	-
TOTAL EXPENDITURES	\$ 52,795	\$ 35,470	\$ 35,470	\$ -
NET SOURCE (USE) OF FUNDS	\$ 48,608	\$ 65,530	\$ 65,530	\$ -
FUND BALANCES (Ending):				
ASSIGNED FUND BALANCE	\$ 216,841	\$ 283,128	\$ 282,371	\$ (757)
TOTAL FUND BALANCE (Ending)	\$ 216,841	\$ 283,128	\$ 282,371	\$ (757)

DETAIL OF REVENUES**OPERATING REVENUES**

55-434-40 Service Fees

OPERATING REVENUES**NON-OPERATING REVENUES**

55-436-10 Interest Income

55-436-70 Miscellaneous Revenues

NON-OPERATING REVENUES**TOTAL REVENUES**

ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
\$ 91,818	\$ 91,000	\$ 91,000	\$ -
\$ 91,818	\$ 91,000	\$ 91,000	\$ -
\$ 9,584	\$ 10,000	\$ 10,000	\$ -
-	-	-	-
\$ 9,584	\$ 10,000	\$ 10,000	\$ -
\$ 101,402	\$ 101,000	\$ 101,000	\$ -

SUMMARY OF EXPENDITURES

PERSONNEL SERVICES

SUPPLIES

CHARGES FOR SERVICES

FIXED CHARGES

CAPITAL EXPENDITURES

TRANSFERS TO OTHER FUNDS

TOTAL EXPENDITURES

ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
\$ -	\$ -	\$ -	\$ -
-	10,000	10,000	-
52,715	25,440	25,440	-
80	30	30	-
-	-	-	-
-	-	-	-
\$ 52,795	\$ 35,470	\$ 35,470	\$ -

BROADBAND FUND SUMMARY

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
FUND BALANCES (Beginning):				
ASSIGNED FUND BALANCE	\$ -	\$ -	\$ -	\$ -
TOTAL FUND BALANCES (Beginning)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
REVENUE				
56-434-10 Broadband Fees - Residential (In Town)	\$ -	\$ 125,856	\$ 125,856	\$ -
56-434-20 Broadband Fees - Residential (Out of Town)	-	11,748	11,748	-
56-434-30 Broadband Fees - Business	-	117,850	117,850	-
56-434-40 Broadband Installation Fees	-	39,380	39,380	-
56-436-50 Interest	-	-	-	-
56-436-70 Miscellaneous	-	-	-	-
56-431-50 Franchise Tax	-	49,000	49,000	-
56-436-90 Debt Proceeds	-	1,600,000	1,600,000	-
56-437-10 Transfers-In	-	-	-	-
TOTAL REVENUE	<u>\$ -</u>	<u>\$ 1,943,834</u>	<u>\$ 1,943,834</u>	<u>\$ -</u>
TOTAL SOURCES	<u>\$ -</u>	<u>\$ 1,943,834</u>	<u>\$ 1,943,834</u>	<u>\$ -</u>
EXPENDITURES				
Operating Expenditures	\$ -	\$ 1,432,146	\$ 1,432,146	\$ -
Capital Expenditures	-	-	-	-
Debt Service	-	436,190	436,190	-
Transfers-Out	-	-	-	-
TOTAL EXPENDITURES	<u>\$ -</u>	<u>\$ 1,868,336</u>	<u>\$ 1,868,336</u>	<u>\$ -</u>
NET SOURCE (USE) OF FUNDS	<u>\$ -</u>	<u>\$ 75,498</u>	<u>\$ 75,498</u>	<u>\$ -</u>
FUND BALANCES (Ending):				
ASSIGNED FUND BALANCE	\$ -	\$ 75,498	\$ 75,498	\$ -
TOTAL FUND BALANCE (Ending)	<u>\$ -</u>	<u>\$ 75,498</u>	<u>\$ 75,498</u>	<u>\$ -</u>

<u>SUMMARY OF EXPENDITURES</u>	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
SUPPLIES	\$ -	\$ 1,000,000	\$ 1,000,000	\$ -
CHARGES FOR SERVICES	-	431,146	431,146	-
FIXED CHARGES	-	1,000	1,000	-
CAPITAL EXPENDITURES	-	-	-	-
DEBT SERVICE	-	436,190	436,190	-
TRANSFERS TO OTHER FUNDS	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ 1,868,336	\$ 1,868,336	\$ -

CAPITAL IMPROVEMENTS FUND

CAPITAL IMPROVEMENTS FUND SUMMARY

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FOR:				
COMMUNITY ENHANCEMENT	\$ 402,901	\$ 51,924	\$ 51,242	\$ (682)
TRANSPORTATION EXPENDITURES	1,697,801	1,783,801	1,788,531	4,730
ASSIGNED FOR:				
GRAND AVENUE	4,750,371	6,521,221	7,129,504	608,283
AFFORDABLE HOUSING	-	375,000	375,000	
OTHER CAPITAL PROJECTS	4,394,234	4,984,642	6,020,824	1,036,182
TOTAL FUND BALANCES (Beginning)	\$ 11,245,307	\$ 13,716,588	\$ 15,365,101	\$ 1,648,513
REVENUE				
31-430-45 Capital Improvement Interest	\$ 539,303	\$ 454,000	\$ 454,000	\$ -
31-430-46 Community Enhancement Interest	11,310	2,060	2,060	-
31-430-47 Devolution & Transportation Interest	90,730	68,000	68,000	-
31-430-50 Community Enhancement 1	51,242	54,521	54,521	-
31-430-60 Municipal Land Dedication	-	-	-	-
31-430-65 LERP - Fee In Lieu	375,000	-	-	-
31-430-70 Miscellaneous Income	-	-	-	-
31-430-74 Developer Contribution to Grand Ave.	220,850	300,000	300,000	-
31-430-77 Eagle County Contributions	-	-	-	-
31-430-78 ECO Reimbursement	-	-	-	-
31-430-84 Public Safety Impact Fees	311,222	330,000	330,000	-
31-430-85 Street Impact Fees	194,940	160,000	160,000	-
31-430-86 Use Tax	1,630,811	1,300,000	1,300,000	-
31-430-87 Grants	-	-	-	-
31-437-10 Transfer from General Fund - Grand Ave	2,550,000	1,500,000	1,500,000	
31-437-10 Transfer from General Fund - LERP	-	375,000	375,000	
31-437-10 Transfer from General Fund - Other	-	125,000	125,000	-
TOTAL REVENUE	\$ 5,975,407	\$ 4,668,581	\$ 4,668,581	\$ -
TOTAL SOURCES	\$ 17,220,714	\$ 18,385,169	\$ 20,033,682	\$ 1,648,513
EXPENDITURES				
Capital Expenditures	\$ 1,855,613	\$ 5,576,514	\$ 6,317,742	\$ 741,228
Transfers to Other Funds	-	-	-	-
TOTAL EXPENDITURES	\$ 1,855,613	\$ 5,576,514	\$ 6,317,742	\$ 741,228
NET SOURCE (USE) OF FUNDS	\$ 4,119,794	\$ (907,933)	\$ (1,649,161)	\$ (741,228)
FUND BALANCES (Ending):				
RESTRICTED FOR:				
COMMUNITY ENHANCEMENT	\$ 51,242	\$ 106,445	\$ 105,763	\$ (682)
TRANSPORTATION EXPENDITURES	1,788,531	1,851,801	1,856,531	4,730
ASSIGNED FOR: CAPITAL PROJECTS:				
GRAND AVENUE	7,129,504	5,846,221	6,454,504	608,283
AFFORDABLE HOUSING	375,000	750,000	750,000	
OTHER CAPITAL PROJECTS	6,020,824	4,254,188	4,549,142	294,954
TOTAL FUND BALANCES (Ending):	\$ 15,365,101	\$ 12,808,655	\$ 13,715,940	\$ 907,285

1 Per Holy Cross Energy (HCE) 2010 Franchise agreement, the Town receives 1% of the municipalities revenue. The funds received are restricted to be spent on programs approved by HCE.

DETAIL CAPITAL EXPENDITURES

		ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
BLDGS, PARKS & OPEN SPACE					
31-51-724	Pool and Ice Capital Improvements Funding	\$ 62,409	\$ 50,000	\$ 50,000	\$ -
31-51-726	Old Town Hall Improvements	-	250,000	250,000	-
31-51-727	Bus Shelters	18,940	-	-	-
31-51-730	Town Hall Improvements	155,523	303,500	331,131	27,631
31-51-745	Town Parks Improvements	-	121,551	211,351	89,800
31-51-750	Town Shop Improvements	154	30,000	30,000	-
31-51-751	IT Improvements	346,175	364,647	365,682	1,035
31-51-752	Public Art	466,519	-	115,449	115,449
31-51-760	Skate Park	-	-	-	-
31-51-765	Eagle Valley Trail Funding	-	-	-	-
	TOTAL BLDGS, PARKS & OPEN SPACE	\$ 1,049,720	\$ 1,119,698	\$ 1,353,613	\$ 233,915
STREETS & RIGHTS-OF-WAY					
31-52-712	R-O-W Improvements	\$ 60,761	\$ 30,000	\$ 30,000	\$ -
31-52-730	Sign Projects	-	-	65,000	65,000
31-52-737	Traffic Control Improvements	65,165	125,000	125,000	-
31-52-740	Street Lights	34,877	-	44,100	44,100
31-52-770	Howard Street Improvements	62,239	1,020,000	1,057,761	37,761
31-52-771	Capitol Street Improvements	-	118,800	118,800	-
31-52-780	Grand Avenue Improvements	391,717	2,475,000	2,475,000	-
	TOTAL STREETS & RIGHTS-OF-WAY	\$ 614,759	\$ 3,768,800	\$ 3,915,661	\$ 146,861
EQUIPMENT					
31-54-715	Street Sweeper	\$ -	\$ -	\$ -	\$ -
31-54-728	Snow Removal Equipment	99,601	-	-	-
31-54-730	Multipurpose Truck	-	195,000	385,000	190,000
31-54-727	Variable Message Board	-	30,000	30,000	-
31-54-729	Project THOR	9,165	-	-	-
31-54-765	Trailer	-	9,800	9,800	-
31-54-780	Mower	-	-	-	-
31-55-715	Police Equipment	14,513	118,000	169,000	51,000
31-55-724	Patrol Vehicles	67,855	335,216	454,668	119,452
	TOTAL EQUIPMENT	\$ 191,135	\$ 688,016	\$ 1,048,468	\$ 360,452
CONTINGENCY					
31-51-900	CONTINGENCY	\$ -	\$ -	\$ -	\$ -
TRANSFERS					
31-51-920	Transfer to General Fund	\$ -	\$ -	\$ -	\$ -
31-51-940	Transfer to Sales Tax CIF	-	-	-	-
31-51-950	Transfer to Broadband	-	-	-	-
	TOTAL TRANSFERS	\$ -	\$ -	\$ -	\$ -
	TOTAL EXPENDITURES	\$ 1,855,613	\$ 5,576,514	\$ 6,317,742	\$ 741,228

SALES TAX CAPITAL IMPROVEMENTS FUND

SALES TAX CAPITAL IMPROVEMENT FUND (EAGLE RIVER PARK FUND) SUMMARY

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FOR:				
RESERVE	\$ 161,619	\$ 161,619	\$ 161,619	\$ -
NONSPENDABLE	10,848	10,848	10,848	-
ASSIGNED FOR CAPITAL PROJECTS/DEBT SERVICE	1,894,707	756,458	2,204,441	1,447,983
TOTAL FUND BALANCES (Beginning)	<u>\$ 2,067,174</u>	<u>\$ 928,925</u>	<u>\$ 2,376,908</u>	<u>\$ 1,447,983</u>
REVENUE				
61-431-30 Sales Tax	\$ 1,037,015	\$ 1,110,000	\$ 1,110,000	\$ -
61-433-10 Grants	-	1,850,000	2,580,000	730,000
61-433-20 Mountain Rec Capital Funds	112,591	2,000,000	2,000,000	-
61-433-30 Mountain Rec Debt Service Match	-	350,000	350,000	-
61-436-10 Interest - ColoTrust STCIF	128,056	64,000	64,000	-
61-436-42 Contributions & Donations	-	-	-	-
61-436-50 Bond Proceeds	-	9,000,000	9,000,000	-
61-436-60 Bond Premium	-	-	-	-
61-436-70 Miscellaneous Revenue	-	-	-	-
61-437-10 Transfer from General Fund	103,000	-	-	-
61-437-31 Transfer from Capital Improvements Fund	-	-	-	-
61-437-81 Transfer from Open Space Fund	-	-	-	-
TOTAL REVENUE	<u>\$ 1,380,662</u>	<u>\$ 14,374,000</u>	<u>\$ 15,104,000</u>	<u>\$ 730,000</u>
TOTAL SOURCES	<u>\$ 3,447,836</u>	<u>\$ 15,302,925</u>	<u>\$ 17,480,908</u>	<u>\$ 2,177,983</u>
EXPENDITURES				
CHARGES FOR SERVICES				
61-50-347 Professional Services	\$ -	\$ -	\$ -	\$ -
61-50-351 Legal	2,874	2,000	2,000	-
TOTAL CHARGES FOR SERVICES	<u>\$ 2,874</u>	<u>\$ 2,000</u>	<u>\$ 2,000</u>	<u>\$ -</u>
DISCRETIONARY FUNDING				
61-50-450 Eagle County Trails Funding	25,000	25,000	25,000	-
TOTAL DISCRETIONARY FUNDING	<u>\$ 25,000</u>	<u>\$ 25,000</u>	<u>\$ 25,000</u>	<u>\$ -</u>
CAPITAL OUTLAY				
61-50-720 Multi-Use Rec Facilities Improvements	\$ 338,475	\$ 12,000,000	\$ 13,161,525	\$ 1,161,525
61-50-730 Paved Path Improvements	54,910	110,250	110,250	-
61-50-745 Town Park Improvements	203,158	45,000	325,000	280,000
61-50-760 River Park Improvements	124,275	90,000	55,000	(35,000)
TOTAL CAPITAL OUTLAY	<u>\$ 720,817</u>	<u>\$ 12,245,250</u>	<u>\$ 13,651,775</u>	<u>\$ 1,406,525</u>
DEBT SERVICE				
61-50-815 Debt Service	\$ 110,000	\$ 425,000	\$ 425,000	\$ -
61-50-816 Debt Service Interest	211,738	597,338	597,338	-
61-50-810 Cost of Issuance	-	200,000	200,000	-
61-50-820 Agent Fees	500	500	500	-
TOTAL DEBT SERVICE	<u>\$ 322,238</u>	<u>\$ 1,222,838</u>	<u>\$ 1,222,838</u>	<u>\$ -</u>
TOTAL EXPENDITURES	<u>\$ 1,070,928</u>	<u>\$ 13,495,088</u>	<u>\$ 14,901,613</u>	<u>\$ 1,406,525</u>
NET SOURCE (USE) OF FUNDS	<u>\$ 309,734</u>	<u>\$ 878,912</u>	<u>\$ 202,387</u>	<u>\$ (676,525)</u>
FUND BALANCES (Ending):				
RESTRICTED FOR:				
RESERVE	\$ 161,619	\$ 161,619	\$ 161,619	\$ -
NONSPENDABLE	10,848	10,848	10,848	-
ASSIGNED FOR CAPITAL PROJECTS/DEBT SERVICE	2,204,441	1,635,370	2,406,828	771,458
TOTAL FUND BALANCES (Ending):	<u>\$ 2,376,908</u>	<u>\$ 1,807,837</u>	<u>\$ 2,579,295</u>	<u>\$ 771,458</u>

CONSERVATION TRUST FUND

CONSERVATION TRUST FUND SUMMARY

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FUND BALANCE	\$ 144,926	\$ 201,027	\$ 206,629	\$ -
TOTAL FUND BALANCES (Beginning)	\$ 144,926	\$ 201,027	\$ 206,629	\$ 5,602
REVENUES				
71-430-10 Lottery Proceeds	\$ 52,736	\$ 45,000	\$ 45,000	\$ -
71-430-20 Interest on Investments	8,967	8,000	8,000	-
TOTAL REVENUES	\$ 61,702	\$ 53,000	\$ 53,000	\$ -
TOTAL SOURCES	\$ 206,629	\$ 254,027	\$ 259,629	\$ -
EXPENDITURES				
71-50-347 Professional Services	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
NET SOURCE (USE) OF FUNDS	\$ 61,702	\$ 53,000	\$ 53,000	\$ -
FUND BALANCES (Ending):				
RESTRICTED FUND BALANCE	\$ 206,629	\$ 254,027	\$ 259,629	\$ -
TOTAL FUND BALANCE (Ending)	\$ 206,629	\$ 254,027	\$ 259,629	\$ 5,602

OPEN SPACE PRESERVATION FUND

OPEN SPACE PRESERVATION FUND SUMMARY

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
FUND BALANCES (Beginning):				
COMMITTED FUND BALANCE	\$ 765,933	\$ 813,443	\$ 845,138	\$ 31,695
TOTAL FUND BALANCES (Beginning)	\$ 765,933	\$ 813,443	\$ 845,138	\$ 31,695
REVENUES				
81-430-10 Lodging Tax	\$ 275,519	\$ 272,000	\$ 272,000	\$ -
81-430-15 Penalty & Interest	383	500	500	-
81-430-20 Interest on Investments	39,933	25,000	25,000	-
81-431-00 State Grants	-	-	-	-
81-433-00 Other Grants	-	35,000	35,000	-
81-437-10 Transfer from General Fund	150,000	150,000	150,000	-
TOTAL REVENUES	\$ 465,835	\$ 482,500	\$ 482,500	\$ -
TOTAL SOURCES	\$ 1,231,768	\$ 1,295,943	\$ 1,327,638	\$ 31,695
EXPENDITURES				
Operating Expenses	\$ 328,151	\$ 316,146	\$ 316,146	\$ -
Capital Expenditures	42,489	305,000	305,000	-
Transfers-Out	15,990	11,159	11,159	-
TOTAL EXPENIDTURES	\$ 386,630	\$ 632,305	\$ 632,305	\$ -
NET SOURCE (USE) OF FUNDS	\$ 79,205	\$ (149,805)	\$ (149,805)	\$ -
FUND BALANCES (Ending):				
COMMITTED FUND BALANCE	\$ 845,138	\$ 663,638	\$ 695,333	\$ 31,695
TOTAL FUND BALANCE (Ending)	\$ 845,138	\$ 663,638	\$ 695,333	\$ 31,695

<u>SUMMARY OF EXPENDITURES</u>	<u>ACTUAL 2023</u>	<u>BUDGET 2024</u>	<u>REVISED 2024</u>	<u>SUPPLEMENTAL INCREASE(DECREASE)</u>
PERSONNEL	\$ 178,461	\$ 191,761	\$ 191,761	\$ -
MATERIALS & SUPPLIES	9,575	14,475	14,475	-
CHARGES FOR SERVICES	139,021	108,910	108,910	-
DISCRETIONARY FUNDING	-	-	-	-
FIXED CHARGES	1,093	1,000	1,000	-
CAPITAL EXPENDITURES	42,489	305,000	305,000	-
TRANSFERS TO OTHER FUNDS	15,990	11,159	11,159	-
TOTAL EXPENDITURES	<u>\$ 386,630</u>	<u>\$ 632,305</u>	<u>\$ 632,305</u>	<u>\$ -</u>

DOWNTOWN DEVELOPMENT AUTHORITY FUND

DOWNTOWN DEVELOPMENT AUTHORITY FUND SUMMARY

	ACTUAL 2023	BUDGET 2024	REVISED 2024	SUPPLEMENTAL INCREASE(DECREASE)
FUND BALANCES (Beginning):				
RESTRICTED FUND BALANCE	\$ 6,361	\$ 7,649	\$ 31,687	\$ 24,038
TOTAL FUND BALANCES (Beginning)	\$ 6,361	\$ 7,649	\$ 31,687	\$ 24,038
REVENUES				
91-431-10 TIF Property Taxes	\$ 17,502	\$ 29,981	\$ 29,981	\$ -
91-436-10 DDA Interest	1,355	1,500	1,500	-
91-436-70 Miscellaneous	-	-	-	-
91-437-10 Transfer From General Fund	20,000	-	-	-
TOTAL REVENUES	\$ 38,858	\$ 31,481	\$ 31,481	\$ -
TOTAL SOURCES	\$ 45,218	\$ 39,130	\$ 63,168	\$ 24,038
EXPENDITURES				
91-50-210 Office Supplies	\$ -	\$ -	\$ -	\$ -
91-50-220 Operating Supplies	-	-	-	-
91-50-330 Dues & Subscriptions	-	1,000	1,000	-
91-50-347 Professional Services	12,056	24,500	24,500	-
91-50-351 Legal	901	9,000	9,000	-
91-50-371 Travel	-	-	-	-
91-50-385 Treasurer Fees	525	-	-	-
91-50-510 Insurance	50	50	50	-
TOTAL EXPENDITURES	\$ 13,532	\$ 34,550	\$ 34,550	\$ -
NET SOURCE (USE) OF FUNDS	\$ 25,326	\$ (3,069)	\$ (3,069)	\$ -
FUND BALANCES (Ending):				
RESTRICTED FUND BALANCE	\$ 31,687	\$ 4,580	\$ 28,618	\$ 24,038
TOTAL FUND BALANCE (Ending)	\$ 31,687	\$ 4,580	\$ 28,618	\$ 24,038



To: Mayor Turnipseed and Town Council

From: Planning Department

Date: May 14, 2024

Agenda Item: LUDC text amendment to resolve inconsistencies, provide clarity and correct omissions for several items within the Land Use and Development Code (LUDC).

REQUEST:

For Town Council to continue the public hearing to June 11, 2024.

INTRODUCTION:

Staff need additional time to finalize the ordinance with legal counsel.

ANALYSIS:

Analysis of the proposed code amendments will be provided at the public hearing on June 11th.

COMMUNITY INPUT:

None.

BUDGET / STAFF IMPACT:

None.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Analysis of the code amendment against the Strategic Plan will be included in the June 11th staff report.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to CONTINUE file LUDC24-01, a LUDC text amendment to resolve inconsistencies, provide clarity and correct omissions for several items within the Land Use and Development Code (LUDC), to the June 11, 2024 Town Council meeting.

ATTACHMENTS:

None.