



Town Council
Tuesday, May 28, 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

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Phone Conference ID: 111 256 605#

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CALL TO ORDER - 6:00 PM

ROLL CALL

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

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

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

1. Town of Eagle Website Update

CONSENT AGENDA - 6:15 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 - May 14, 2024
2. Resolution 36, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Mayor to execute the Construction Contract with Schofield Excavation Inc. for the Howard and 4th Street Utilities and Paving Replacement Project"
3. Resolution 37, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Grant Agreement Between the Town of Eagle and the State of Colorado Department of Public Health and Environment to Contract Services for the Inventory and Inspection of Water Service Lines for Lead.
4. Resolution 38, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Professional Service Agreement Between the Town of Eagle and the Badger Daylighting Corp for the Inventory and Inspection of Water Service Lines for Lead and the Planning of Potential Replacement of Service Lines.
5. Resolution 39, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving an Amendment to Resolution 37, Series 2020, which Approved a Special Use Permit for 263 and 483 Sawatch Road"

STAFF REPORTS - 6:20 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update

BUSINESS ITEMS - 6:25 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Ordinance Updates Regarding Mobile Food Vendor Hours of Operation and Open Alcohol Containers During Special Events.
 - a. Ordinance 03, Series 2024 "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 5.18.060(G) of the Eagle Municipal Code, Regarding Mobile Vendor Hours of Operation"
 - b. Ordinance 04, Series 2024 "An Ordinance of the Town Council of the Town of Eagle, Colorado Amending Section 9.15.060(C) of the Eagle Municipal Code, Regarding Possession of Open Alcoholic or Fermented Malt Beverages During Permitted Special Events"

EXECUTIVE SESSION - 6:35 PM

1. Executive Session pursuant to C.R.S. §24-6-402(4)(a) - to consider the purchase, acquisition, lease, transfer or sale of any real, personal or other property interest, and C.R.S. §24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations and instruct negotiators on the topic of a potential real property acquisitions by the Town.

ADDITIONAL BUSINESS ITEM - 6:50 PM

1. Direction to staff on potential purchase of employee housing at Eagle Ranch.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:00 PM *Council will use this time to propose future agenda items, provide updates on Council Committees, and address general discussion items.*

ADJOURN - 7:10 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



STAY CONNECTED



MAKE A PAYMENT



JOIN OUR TEAM



POLICE DEPARTMENT



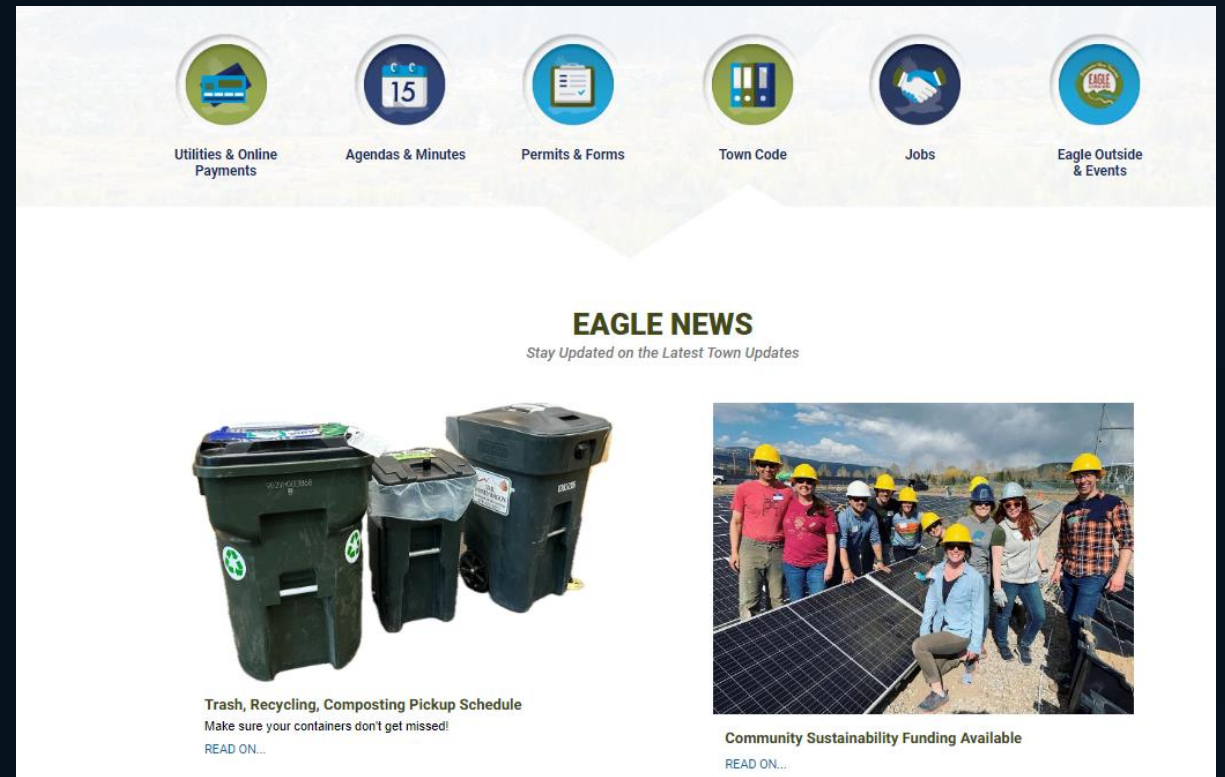
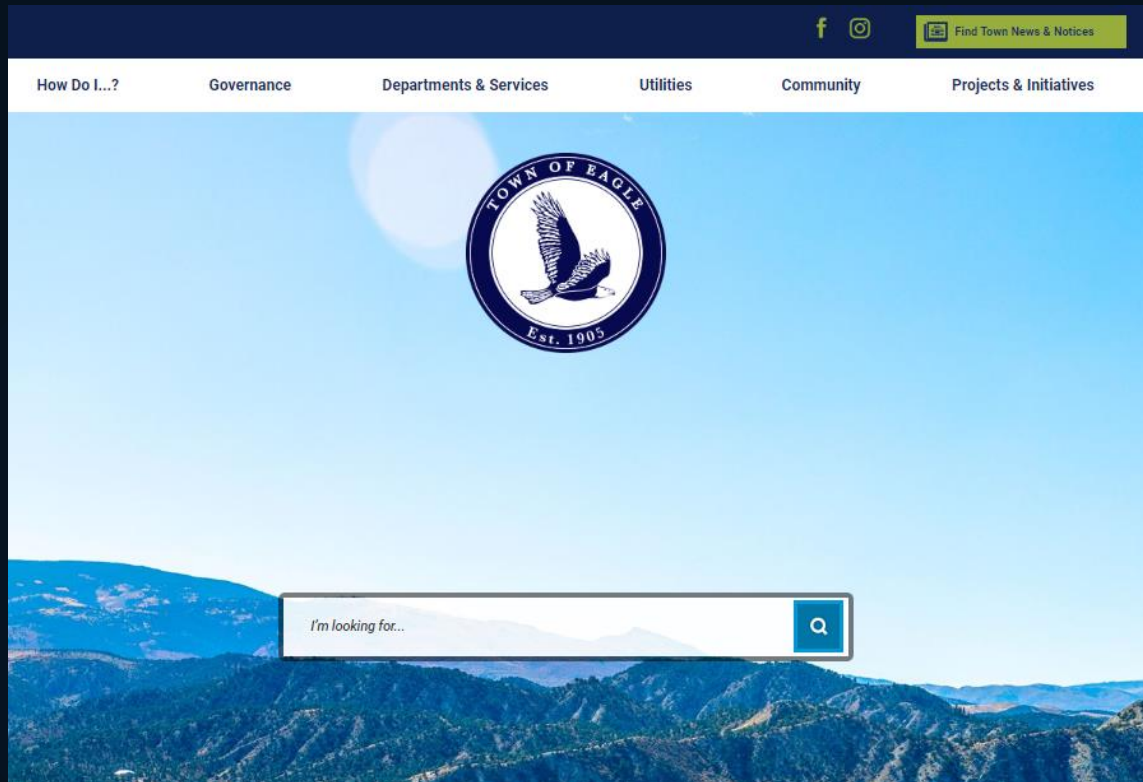
EAGLE OUTSIDE

2024 Town of Eagle Website Refresh

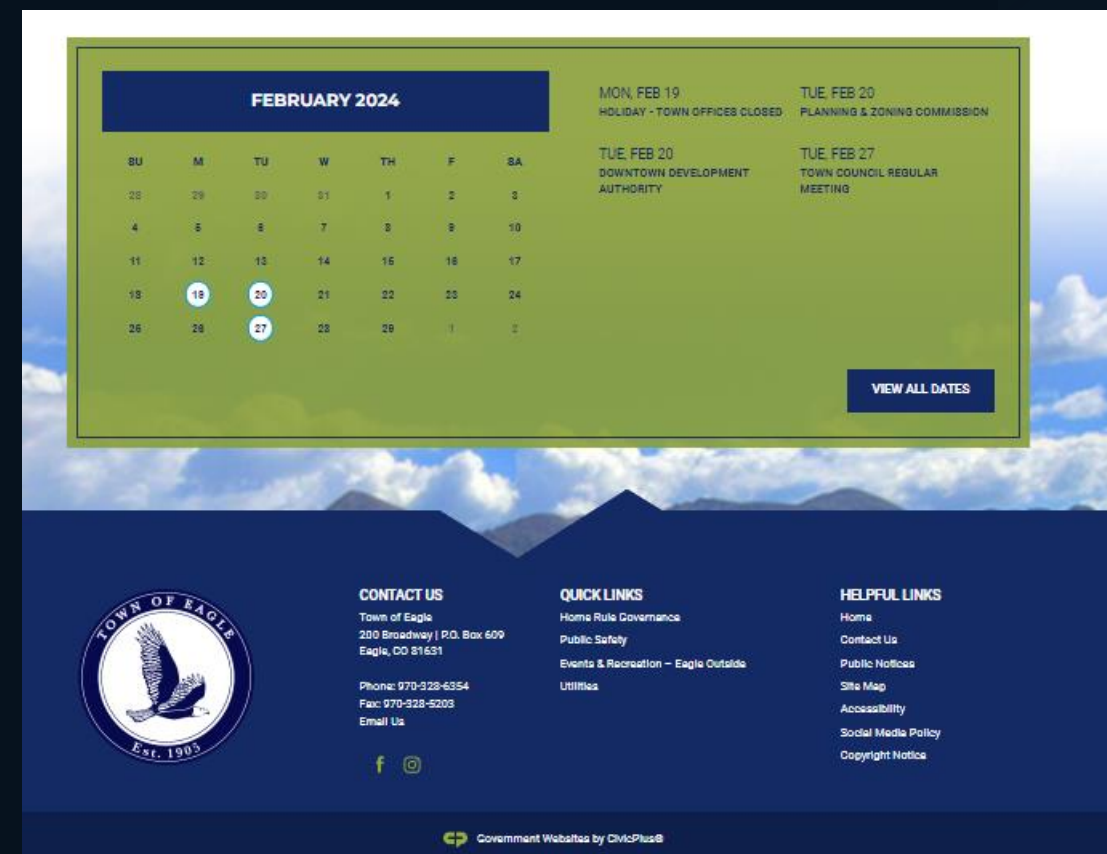
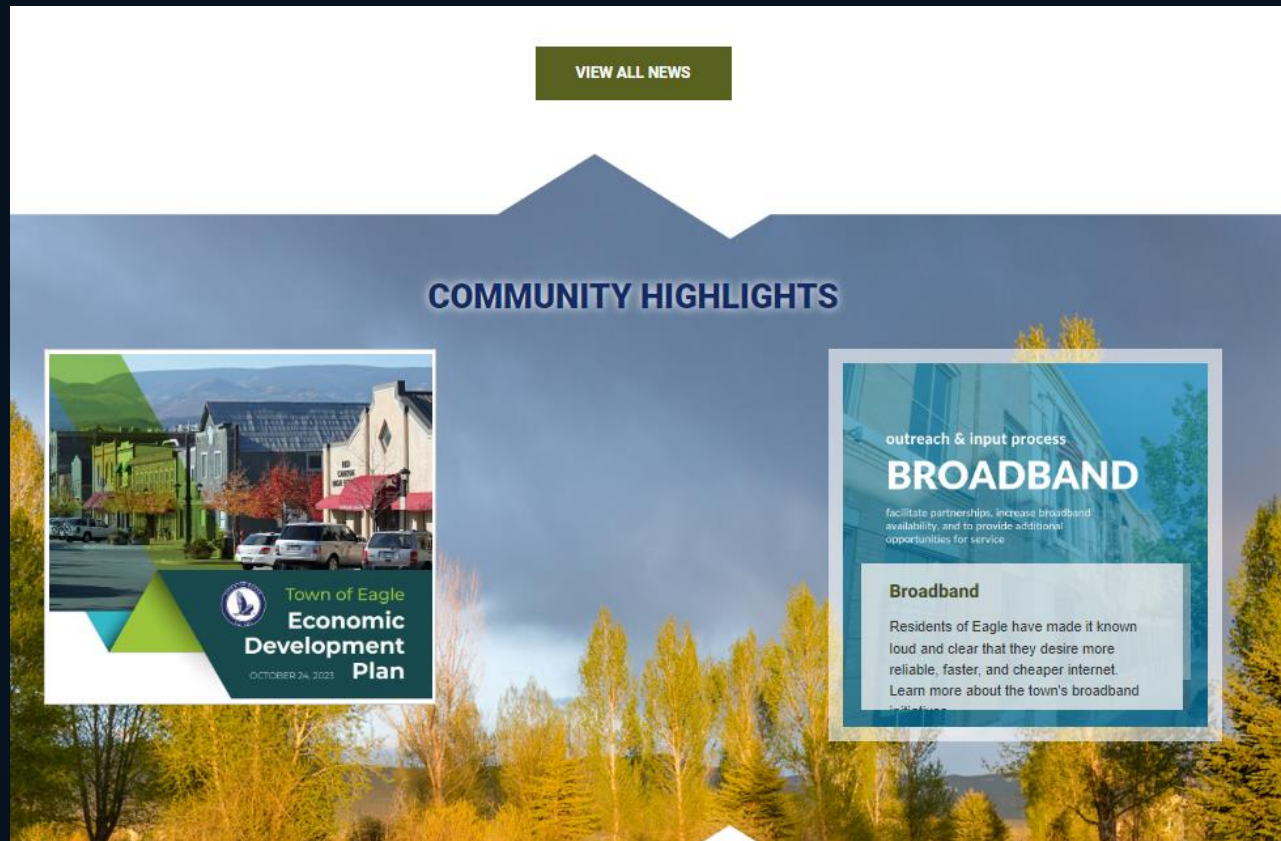
What's New

- Improved scrolling (navigation menu is static)
- Improved placement of search bar and social links
- Updated icons for easy access
- New Quick Links search area
- Overall look and feel: Branding specifications and web standards (colors, images, fonts consistencies, etc.)
- Separate meeting and community calendars

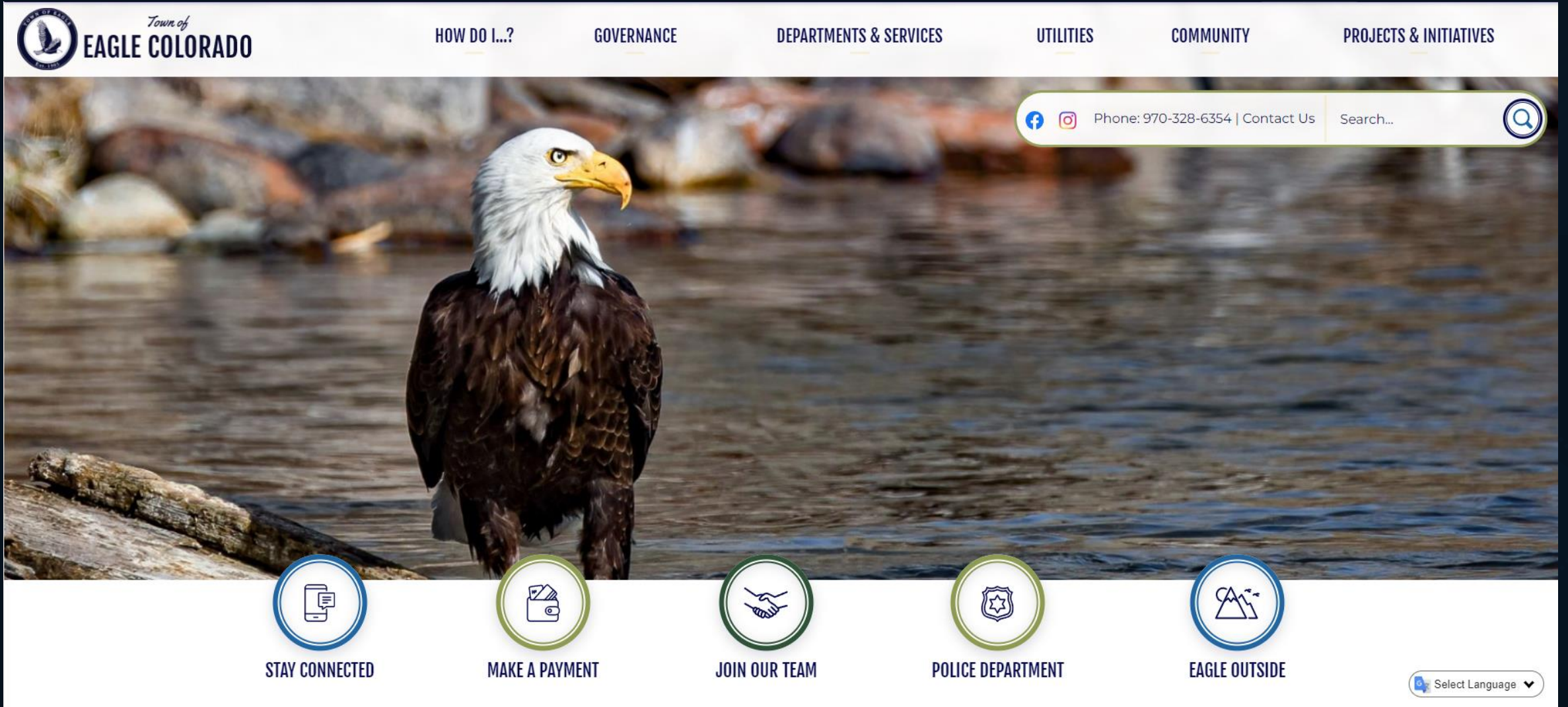
Old Homepage



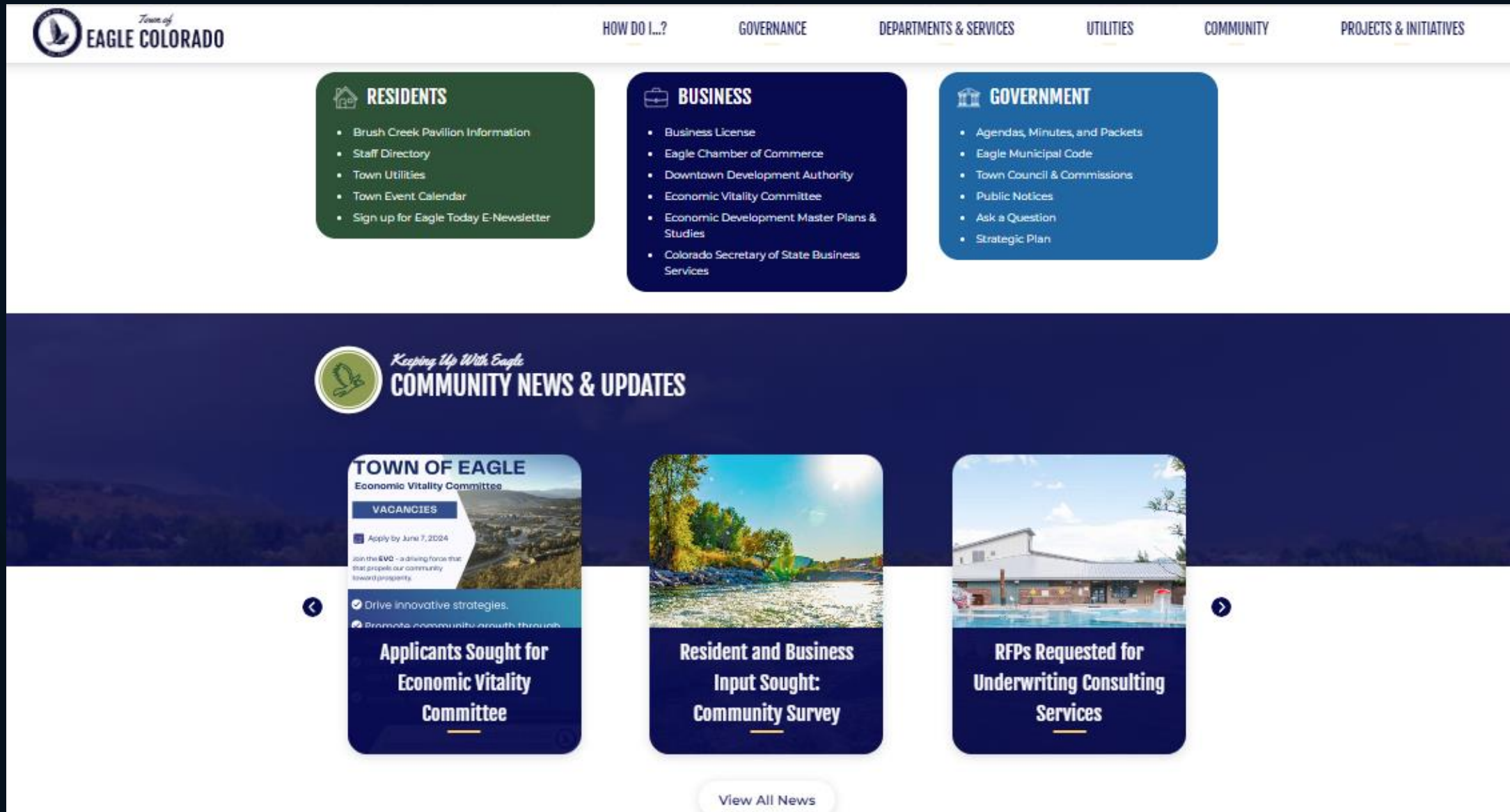
Old Homepage



New Homepage



New Homepage



New Homepage



Committee

HOW DO I...?

Community Survey

GOVERNANCE

DEPARTMENTS & SERVICES

Services

UTILITIES

COMMUNITY

PROJECTS & INITIATIVES

View All News



See What's Happening

MEETINGS & EVENTS

☒ Meetings

☐ Community Events

Mon, May 27

Holiday - Town Offices Closed

Read on >

Tue, May 28

May 28, 2024 Town Council Meeting

Read on >

Tue, May 28

Town Council Regular Meeting

Read on >

<

May 2024

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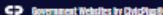
Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

View All Events

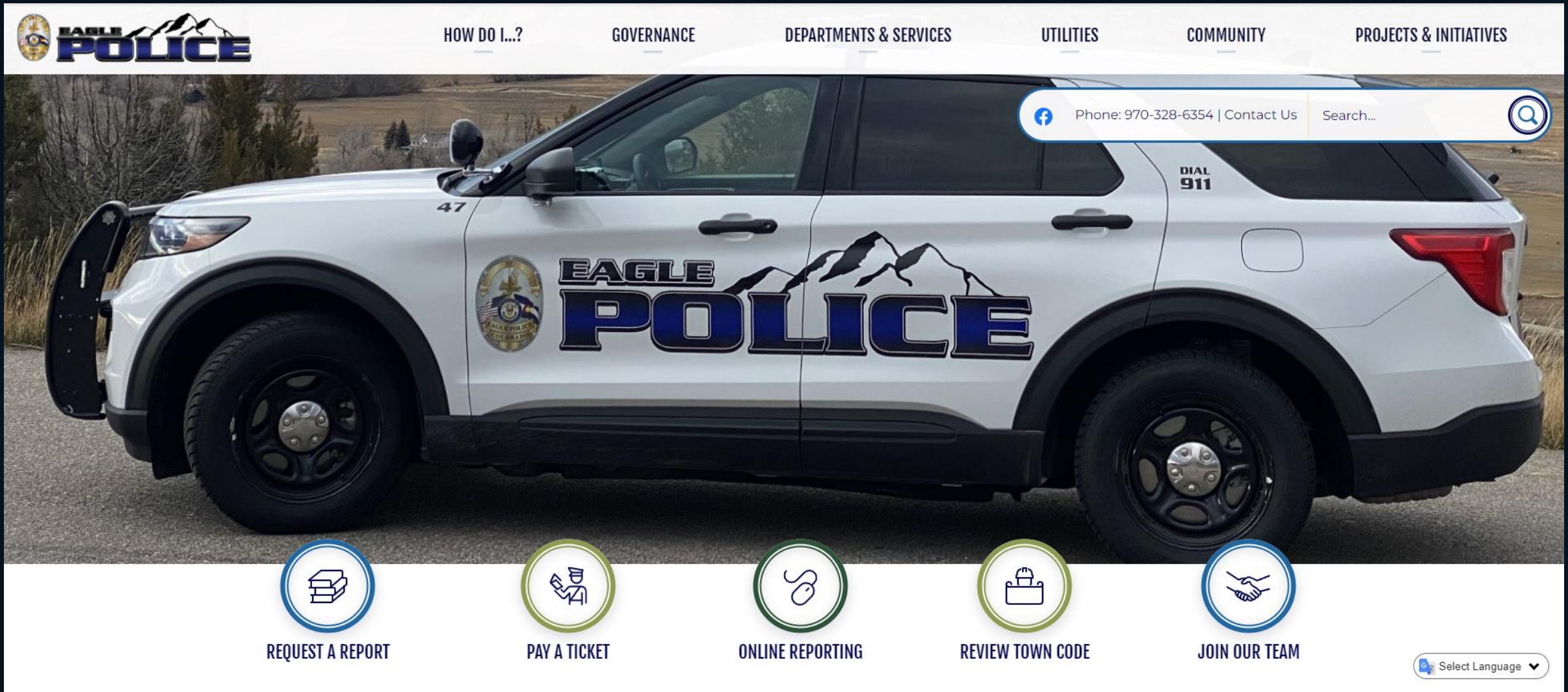


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EAGLE COLORADO
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INTERNET PLANS



The Nest



The Eaglet



Soaring Eagle



Screaming Eagle



Keeping Up With Eagle
INTERNET NEWS & UPDATES

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Next Steps

- Input information not included in the migration of content to the refreshed site
- Create department leads and train to update and maintain pages
- Content audit: Page-by-page (typos, layout consistencies, etc.)
- Removal of unnecessary pages
- Digital accessibility planning and training



MEETING MINUTES
Town Council
Tuesday, May 14, 2024
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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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,
Geoffrey Grimmer, Nick Sunday, Jamie Woodworth
Foral, Bryan Woods

COUNCIL MEMBERS ABSENT

None

STAFF PRESENT

Melissa Daruna, Assistant Town Manager
Matt Mire, Town Attorney
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
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
Kira Koppel, Sustainability Specialist
Brian Lieberman, Open Space & Trails Manager
Ryan Goebel, IT Analyst
Kevin Aoki, Information Technology Manager
Carrie Buhlman, Interim Police Chief
Ron Delp, Code Enforcement Officer
Elena Sutton, Records & Information Technician

ADOPTION OF AGENDA

There were no changes to the agenda.

MOTION: Council Member Nick Sunday motioned to approve the agenda as presented. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenheimier, Grimmer, Sunday, Woodworth Foral, and Woods) and 0 opposed.

PUBLIC COMMENT

Keith Klesner, 110 Ewing Street stated he is running for Holy Cross Energy Board.

Mike McCormack – Requested the town's partnership on improvements and bike park facility.

Cara Connolly 225 Palmer loop, stated support for the East Eagle parcel, the need for recreation, and the importance of having a sports complex.

PRESENTATIONS.

1. Introduction of New Police Department Staff

Chief Carrie Buhlman introduced this item.

Elen Sutton, Records & Information Technician, introduced herself.

Ronald Delp, Code Enforcement Officer, introduced himself.

2. TreeTop Child Advocacy Center, Melissa Barbour and Amy Oliveira

Amy Oliveira Executive Director of the Tree Top Child Advocacy Center, and Melissa Barbour presented this item. Due to funding cuts, they are requesting \$10,000 in funding from the Town of Eagle in 2025.

3. Vail Valley Mountain Trails Alliance Update on the Bike Park Construction

Ernest Saegar presented this item. He thanked the Council for the bike park and provided an update on the over \$500K in committed funding. The goal is to open the park by May 31st.

4. Eagle County Airport Update, David Reid Director of Aviation

David Reid Director Eagle County Regional Airport presented this item.

5. Merv Lapin, East Eagle Hockey Sheet

Eric Eves, presented this item on behalf of Eagle Meadows.

Council comments: confirmed there is no financial request at this time without knowing what other partners are involved. Council discussed the costs of the Sprung building and infrastructure. The offer is Eagle Meadows will donate 2 acres to the town to start the project. From there entities will collaborate on the funding for the structures. Council expressed concern about costs and current expenditures related to the pool with Mountain Recreation. Other concerns were who would operate the facility. Staff will continue to work with Eagle Meadows on this proposal and partnerships. While members expressed support for the idea the overall cost, traffic impacts, and additional partners. Staff will return to the council with additional updates.

CONSENT AGENDA

MOTION: Council Member Nick Sunday motioned to approve the consent agenda. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, Sunday, Woodworth Foral, and Woods) and 0 opposed.

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

1. Department Update
Council comments thanked Jill Kane and staff on the capital project report. Jill stated the Council will receive an update on these items quarterly. Discussion took place on the broadband projects and the need to identify additional items that need to be funded. Mobile vehicle barriers were also discussed and Chief Buhlman provided details on that item. Staff also provided information on the issues relating to the pedestrian trail in Bull Pasture and addressing the root heaving that causes damage to the trail.
 - 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

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."
Brian Lieberman, Open Space & Trails Manager presented this item.

Council comments: A discussion took place regarding the process of selection for committees and updates that may streamline the process and make it easier for everyone.

Town Clerk Jenny Rakow provided the Council with paper ballots to vote for the alternate Committee Member.

The results were tallied and Dan Lambert had the highest votes.

Council Member Bodenheimier expressed concern that the council was again not following the recommendation of OSRAC members and due to that, stated she would be voting nay for Dan Lambert.

MOTION: Council Member Bryan Woods motioned to approve Resolution 30, Series 2024 "A Resolution by the Town Council of the Town of Eagle, Colorado, appointing Dan Lamber to fulfill an existing term through 2024 as the alternate Committee member on the Open Space and Recreation Advisory Committee." The motion was seconded and passed with a vote of 6 in favor (Kerst, Turnipseed, Grimmer, Sunday, Woodworth Foral, and Woods) and 1 opposed (Bodenheimier).

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"
Mayor Turnipseed opened the public hearing.

Jill presented this item.

Mayor Turnipseed opened public comment. There were no comments.

MOTION: Council Member Bryan Woods motioned to approve 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". The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, Sunday, Woodworth Foral, and Woods) and 0 opposed.

3. PUBLIC HEARING: File LUDC24-01: Text Amendment to the Land Use and Development Code (*Request for continuance to June 11, 2024*)

Mayor Turnipseed opened the public hearing for File LUDC24-01: Text Amendment to the Land Use and Development Code.

Staff requested this item be continued until June 11, 2024

MOTION: Council Member Scott Turnipseed motioned to continue File LUDC24-01: Text Amendment to the Land Use and Development Code until June 11, 2024. The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Grimmer, Sunday, Woodworth Foral, and Woods) and 0 opposed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

Council requested additional information on zoning for Eagle Meadows for a sports complex.

Council Member Grimmer stated that Estes Park recently implemented a short-term rental cap. Would like to have additional discussion on this topic.

Council Member Grimmer stated with regards to the Quality of Life Survey QOL survey he would like further discussion on goals for the housing units, including how many and if they were only for Town of Eagle staff. Further discussion on whether this matched what the EPS study recommended for next steps. Additional comments were that the ballot question/tax will only generate a small amount of money for all the items that may be contained in the ballot language.

Council Member Sunday stated he will be wearing the Chicken Man suit on the 10:43 a.m. bus leaving out of Town Park. The EVTA Board will be at the Transportation Center. It was questioned whether the Town is communicating about the free bus. Further discussion on the schedule and concerns about additional parking at the park n ride and we may need to consider overflow parking at the Information Center.

Mayor Turnipseed stated the Eagle Ranch Housing Corporation closed on an Eagle Ranch unit upgrade if the Town is in a position to purchase.

ADJOURN - 7:35 PM

MOTION: Council Member Mikel Kerst motioned to approve the agenda as presented. The motion was seconded and passed with a vote of 7 in favor (Turnipseed, Kerst, Bodenhemier, Grimmer, Sunday, Woodworth Foral, and Woods) and 0 opposed.

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



To: Mayor Turnipseed and Town Council
 From: Ryan Johnson, Town Engineer
 Date: May 28, 2024
 Agenda Item: Resolution 36, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Mayor to execute the Construction Contract with Schofield Excavation Inc. for the Howard and 4th Street Utilities and Paving Replacement Project"

REQUEST:

Staff requests the Council to authorize the Mayor to execute the Construction Contract with Schofield Excavation Inc. For the construction of the Howard and 4th Street Utilities and Paving Replacement Project.

BACKGROUND:

Staff advertised for bidders for the Howard and 4th Street Utilities and Paving Replacement Project on BidNet on May 1, 2024, the Town opened bids. One bid was received:

1. Schofield Excavation Inc: \$2,573,381.50

The current dedicated project budget is approximately \$2,047,800 coming from budget line items 31-52-770, 52-59-774, 51-58-730. The difference from budget to construction cost is \$525,581.50. It is recommended that approval includes a 5% contingency for construction costs. Which would adjust the total construction cost to \$2,702,050.58. Additionally public works recommends authorizing construction assistance from the design team for \$35,000 to cover any construction assistance or design adjustments during construction.

Public Works analyzed the current year project budgets to see if the difference could be covered within the current year budget. The budget analysis is located in the table below.

	Roadway	Water	Wastewater	Total Project
	CIP	CIP	CIP	CIP
	31-52-770	5259774 (52-59-774-522319)	5158730 (51-58-730-512313)	
Total Bid	\$ 1,240,868.50	\$ 1,046,831.00	\$ 285,682.00	\$ 2,573,381.50
5% Contingency	\$ 62,043.43	\$ 52,341.55	\$ 14,284.10	\$ 128,669.08
Construction Assistance from Design Team	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00
Total Budget Required	\$ 1,337,911.93	\$ 1,099,172.55	\$ 299,966.10	\$ 2,737,050.58
Current Budget	\$ 1,045,748.75	\$ 703,588.86	\$ 298,463.83	\$ 2,047,801.44
Difference (required minus current)	\$ (292,163.18)	\$ (395,583.69)	\$ (1,502.27)	\$ (689,249.14)

The last row in the table above identifies the additional budget need. The table below identifies the projects that will underrun the current year budget that the difference will be allocated from.

	Roadway	Water	Wastewater
	CIP	CIP	CIP
	31-52-770	52-59-774 (52-59-774-522319)	51-58-730 (51-58-730-512313)
Difference	\$ (292,163.18)	\$ (395,583.69)	\$ (1,502.27)
Project	Grand Ave (31-52-780)	East Eagle Tank (52-59-740,522312)	Sanitary Sewer Piers across Eagle River (51-58-711,512401)
Project	-	UBWTP: 2 MG Tank Rehab (52-59-740,522317)	-
Current Budget Total	\$ 2,406,443	\$ 3,533,529	\$ 220,500
Budget Adjustment (total minus difference)	\$ 2,114,279.82	\$ 3,137,945.31	\$218,997.73

ANALYSIS:

Public Works design team prepared an estimate for the project. The Schofield Excavation Inc. bid came in 33% greater than the estimate. Given construction cost inflation and anticipated phasing of the project public works department determined that delaying the project and rebidding at a later date is unlikely to yield a significant cost reduction on the project, thus the recommendation to approve the construction contract.

COMMUNITY INPUT:

Public works held two open houses during the design phase to receive input from residents on the proposed scope of work.

BUDGET/STAFF IMPACT:

As noted in the background section, In FY 2024, the Town had budgeted \$ 2,047,801.44 for this project. The actual construction cost is anticipated to be \$ 2,737,050.58. The cost differential is being allocated from the projects listed in the second table in the background section.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This project aligns with the Town's 2024 Goal/Strategic Plan and Capital Improvements Plan of completing the Howard and 4th Street Utilities and Paving Replacement Project 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 36, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Mayor to execute the Construction Contract with Schofield Excavation Inc. for the Howard and 4th Street Utilities and Paving Replacement Project."

ATTACHMENTS:

- Resolution 36, Series 2024
- Construction Contract

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 36
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
AUTHORIZING THE MAYOR TO EXECUTE THE CONSTRUCTION CONTRACT WITH
SCHOFIELD EXCAVATION INC. FOR THE HOWARD AND 4TH STREET UTILITIES AND
PAVING REPLACEMENT PROJECT

WHEREAS, the Town of Eagle desires to contract with Schofield Excavation Inc. for the construction of the Town of Eagle Howard and 4th Street Utilities and Paving Replacement Project pursuant to the standard construction contract included with the invitation to bid on the terms and conditions set forth therein; and

WHEREAS, the Town identified the Howard and 4th Street Utilities and Paving Replacement Project and appropriated funds during the development of the 2024 budget;

WHEREAS, Schofield Excavation Inc. agrees to perform such services on the terms and conditions set forth in the standard construction contract;

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

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

The Town Council approves authorizing the Mayor to execute the Construction Contract with Schofield Excavation Inc. for the amount of \$ 2,573,381.50

The Town council approves 5% (\$128,669.08) contingency on the construction contract that may be authorized during construction by the Town Engineer with a change order/s to the contract.

The Town council approves \$35,000 construction administration from Martin/Martin inc. that may be necessary during construction as authorized by the Town Engineer.

INTRODUCED, READ, PASSED AND ADOPTED ON May 28, 2024.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Stephan Wilson, Utility Manager

Date: May 22, 2024

Agenda Item: RESOLUTION NO. 37 (Series 2024) A RESOLUTION APPROVING THE ACCEPTANCE PO, FEGA,202400011386 EPA Lead Service Lines

REQUEST: Consideration of Lead Service Line (LSL) Inventory and LSL Replacement Planning Grant
Review and approve of the Lead Service Line Inventory and Lead Service Line Replacement Planning Grant. PO,FEGA,202400011386.

BACKGROUND: In August 2023, the federal Lead and Copper Rule Revisions (LCRR) were adopted into the Colorado Primary Drinking Water Regulations (Regulation 11). The LCRR modifies the current Lead and Copper Rule (LCR), impacting all community and non-transient, non-community water systems. The LCRR has various new requirements for water systems, including the need to inventory the materials of service lines connected to the distribution system. The Town's initial service line inventory is due to the department by October 16, 2024 and will require significant resources.

ANALYSIS: Through state provided assistance the Town began working with Sunrise Engineering in January 2024 to identify service line materials through records review and surveys. After the initial records review 178 service lines were identified as unknown material and mailed surveys forms. As of 05/16/2024 13 surveys have been returned. The surveys are limited in that they can generally only identify service line material on the privately owned portion. Based on available records and feedback from similarly sized utilities approach to verification, staff identified the need for supplemental data gathering through potholing.

COMMUNITY INPUT: None

BUDGET / STAFF IMPACT: The Grant requires a 10% match of \$13,482 which is currently budgeted. Public Works staff will be required for water service line material identification and contractor coordination efforts.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:
This proposal aligns with the Town's commitment to protecting the well-being of the community.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to approve of or deny adoption of Resolution No. 37 (Series 2024) A Resolution Approving a grant agreement between the Town of Eagle and the State of Colorado Department of Public Health and Environment to contract services for the inventory and inspection of water service lines for lead.

ATTACHMENTS:

- 2024-05.28-RESOLUTION-37
- 2024-05.28-RESOLUTION-37-CDPHE_Completed Purchase Order
- 2024-05.28-RESOLUTION-37-Purchase Order Exhibit SOW
- 2024-05.28-RESOLUTION-37-CDPHE_Final PO confirmation

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 37
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, APPROVING A GRANT AGREEMENT BETWEEN THE TOWN OF EAGLE AND THE STATE OF COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT TO CONTRACT SERVICES FOR THE INVENTORY AND INSPECTION OF WATER SERVICE LINES FOR LEAD.

WHEREAS, the United States Environmental Protection Agency (EPA) has set the maximum contaminant level goal for lead in drinking water at zero;

WHEREAS, the EPA finalized the Lead and Copper Rule Revisions (LCRR), requiring communities to identify and create a plan for the replacement of service lines containing lead;

WHEREAS, the Town of Eagle seeks to address a potential health concern within its service area by identifying and planning for the removal of potential lead service lines to reduce human exposure to lead through consumption;

WHEREAS, The Colorado Department of Public Health and Environment (CDPHE) has created a policy with guidance to assist water systems in supporting water restoration efforts by complying with the upcoming LCRR requirements;

HEREAS, the Town of Eagle applied to the CDPHE for \$121,335.17 in April 2024 to contract services for a water service line inventory (SLI) and, if needed, a lead service line replacement plan (LSLRP);

WHEREAS, the CDPHE approved and awarded \$121,335.17 to the Town on May 17, 2024; and

WHEREAS, the Town Council must approve the Grant Award.

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

Section 1. The Council approves a grant agreement for \$121,335.17 from the Colorado Department of Public Health and Environment to contract services for the inventory and inspection of water service lines for lead.

INTRODUCED, READ, PASSED, AND ADOPTED ON MAY 28, 2024.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, CMC
TownClerk

Resolution 36, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Mayor to execute the Construction Contract with Schofield Excavation Inc. for the Howard and 4th Street Utilities and Paving Replacement Project"

Federal Provisions - Bipartisan Infrastructure Law: Drinking Water State Revolving Fund
Lead Service Line Replacement

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

1. Federal Award Identification

- a. Subrecipient: Town of Eagle
- b. Subrecipient UEI: JES7CL8ANJ53
- c. The Federal Award Identification Number (FAIN) is 96894923
- d. The Federal award date is 10/27/2023
- e. The subaward period of performance start date is May 20, 2024 and end date is December 31, 2024

Federal Budget Period	Total Amount of Federal Funds Awarded	Amount of Federal Funds Obligated to CDPHE
11/01/2022 - 10/31/2029	\$32,600,000.00	\$32,600,000.00

- f. Federal Funds:
- g. Federal award title of project or program: Bipartisan Infrastructure Law: Drinking Water State Revolving Fund - Lead Service Line Replacement.
- h. The name of the Federal awarding agency is: U.S. Environmental Protection agency and the contact information for the awarding official is Jennifer Berig 1595 Wyncop Street Denver, CO 80202-1129 Berig.jennifer@epa.gov; the name of the pass-through entity is the State of Colorado, Department of Public Health and Environment (CDPHE), and the contact information for the

CDPHE official is Mark Henderson 4300 Cherry Creek Drive South, Denver, CO 80246 mark.henderson@state.co.us (CDPHE) Project Manager.

- i. The Catalog of Federal Domestic Assistance (CFDA) number is 66.468 and the grant name is Capitalization Grants for Drinking Water State Revolving Funds.
- j. This award is not for research & development.
- k. Subrecipient is required to provide matching funds. In the event the Subrecipient is required to provide matching funds, Section 8 of this Attachment applies.
1. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDPHE cost allocation plan.
2. Subrecipient shall at all times during the term of this contract strictly adhere to the requirements under the Federal Award listed above, and all applicable federal laws, Executive Orders, and implementing regulations as they currently exist and may hereafter be amended.
3. Any additional requirements that CDPHE imposes on Subrecipient in order for CDPHE to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in the Exhibits.
4. Subrecipient's approved indirect cost rate is as stated in the Exhibits.
5. Subrecipient must permit CDPHE and auditors to have access to Subrecipient's records and financial statements as necessary for CDPHE to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
6. The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Attachment.
7. Performance and Final Status
 - a. Subrecipient shall submit all financial, performance, and other reports to CDPHE no later than 45 calendar days after the period of performance end

date or sooner termination of this Contract containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

8. Matching Funds

- a. Subrecipient shall provide matching funds as stated in the Exhibits.

Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDPHE regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient's treasury or bank account. Subrecipient represents to CDPHE that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

9. Record Retention Period

- a. The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.

10. Single Audit Requirements

- a. If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

11. Contract Provisions

Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:

- a. Office of Management and Budget Circulars and The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable;
- b. when required by Federal program legislation, the “Davis-Bacon Act”, as amended (40 U.S.C. 3141-3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”);
- c. when required by Federal program legislation, the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building of Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- d. 42 U.S.C. 6101 *et seq.*, 42 U.S.C. 2000d, 29 U.S.C. 794 (regarding discrimination);
- e. the “Americans with Disabilities Act” (Public Law 101-336; 42 U.S.C. 12101, 12102, 12111 - 12117, 12131 - 12134, 12141 - 12150, 12161 - 12165, 12181 - 12189, 12201 - 12213 and 47 U.S.C. 225 and 47 U.S.C. 611);
- f. when applicable, the Contractor shall comply with the provisions of the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” (Common Rule);
- g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.
- h. Contractor shall comply with the provisions of Section 601 of Title VI of the Civil Rights Act of 1964, as amended.

- i. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity: (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- j. where applicable, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- k. if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into an agreement with a small business firm or nonprofit organization, comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- l. the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- m. if applicable, comply with the mandatory standards and policies on energy efficiency contained within the State of Colorado’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201.
- n. the Contractor and all principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; the Contractor and all principals shall comply with all applicable regulations pursuant to Executive Order 12549 (3 CFR Part 1986 Comp., p. 189) and Executive Order 12689 (3 CFR Part 1989 Comp., p. 235), Debarment and Suspension; and,

- o. the Contractor shall comply where applicable, the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

12. Compliance

- a. Subrecipient shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDPHE may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

13. Procurement Procedures

- a. Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

14. Certifications

- a. Unless prohibited by Federal statutes or regulations, CDPHE may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to CDPHE at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.

15. Event of Default

- a. Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the

Contract pursuant to 2 CFR §200.339 and CDPHE may terminate the Contract in accordance with the provisions in the Contract.

16. Close- Out

- a. Subrecipient shall close out this Contract within 45 days after the End Date. Contract close out entails submission to CDPHE by Subrecipient of all documentation defined as a deliverable in this Contract, and Subrecipient's final reimbursement request. If the project has not been closed by the Federal awarding agency within 1 year and 45 days after the End Date due to Subrecipient's failure to submit required documentation that CDPHE has requested from Subrecipient, then Subrecipient may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.

17. Erroneous Payments

- a. The closeout of a Federal award does not affect the right of the Federal awarding agency or CDPHE to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END

STATEMENT OF WORK

I. Project Description: This project serves to address a health concern within the Town of Eagle’s service area by identifying and planning for the removal of potential lead service lines in order to reduce human exposure to lead through consumption. Lead is a toxic metal that can be harmful to human health even at low exposure levels; therefore, the United States Environmental Protection Agency (EPA) has set the maximum contaminant level goal for lead in drinking water at zero. Drinking water flows from a water municipality throughout the city into water mains, which then connect to a building inlet through a service line. Older service lines have used materials potentially containing lead, which leaks into the water and is then consumed through drinking. The EPA finalized the Lead and Copper Rule Revisions (LCRR), requiring communities to identify and create a plan for the replacement of service lines containing lead. The Colorado Department of Public Health and Environment (CDPHE) has created a policy with guidance to assist water systems in supporting water restoration efforts by complying with the upcoming LCRR requirements. In order to meet the EPA’s LCRR requirements of reducing human exposure to lead through consumption, the Town of Eagle shall create a service line inventory (SLI) and if needed a lead service line replacement plan (LSLRP) to conduct replacement of lead service lines. A plan for replacing lead service lines will result in a reduction of pollution of state waters and lead consumption in Colorado.

II. Work Plan:

Goal #1: To protect and restore Colorado’s water quality for public health, the environment and future generations.	
Objective #1: To submit Lead and Copper Rule Revision-required deliverables by the USEPA submission deadline.	
Primary Activity #1	The Contractor shall complete a service line inventory.
Primary Activity #2	The Contractor shall perform confirmation activities.
Primary Activity #3	The Contractor shall perform lead service line replacement planning
Primary Activity #4	The Contractor shall create or update Geographic Information Systems records of their distribution system.
Primary Activity #5	The Contractor shall create reports.
Sub-Activities #1	1. The contractor shall prepare quarterly reports. 2. The contractor shall prepare a final report.
Standards and Requirements	1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The grant recipient shall monitor documents and website content for updates and comply with all updates. 2. The Contractor shall adhere to the requirements of the EPA Guidance for Developing and Maintaining a Service Line Inventory for Small Entities. This document is incorporated and made part of this contract by reference and is available on the following website: EPA Guidance for Developing and Maintaining a Service Line Inventory: Small Entity Compliance Guidance 3. The Contractor shall adhere to the requirements of 40 CFR Part 33 to solicit participation of Disadvantaged Business Enterprise. The requirements are located on the Code of Federal Regulations website Code of Federal Regulations Title 40 Chapter I Subchapter B Part 33 are incorporated and made part of this contract by reference. 4. CDPHE will provide comments on any project plans for field investigation methods via email within 10 days of receipt.

	5. The Contractor shall submit the SLI to the Water Quality Control Division's Drinking Water Portal. The portal is incorporated and made part of this contract by reference and is available on the following website: Water Quality Control Division Drinking Water Portal 6. The Contractor shall submit the LSLRP to the Water Quality Control Division's Drinking Water Portal. 7. Upon completion or termination of the contract, all datasets, work product, tracking mechanisms, GIS information or other information associated with this contract will become the property of CDPHE. a. A copy of all information listed above shall be provided to CDPHE electronically in native file formats. b. Information not accessible to CDPHE will be formatted in such a way to be accessible. 8. CDPHE will provide a reporting template prior to project start. 9. The Contractor shall follow the terms of the RFA by proceeding with work within the specified 30 days from the date of award. 10. CDPHE will retract the grant award If proceeding of work does not follow the RFA as specified above.	
Expected Results of Activity(s)	Continuing the restoration of Colorado's water quality through supporting the EPA LCRR implementation.	
Measurement of Expected Results	1. Completed confirmation activities 2. Completion of Service Line Inventory 3. Completion of Service Line Replacement plan.	
		Completion Date
Deliverables	1. The Contractor shall submit the Service Line Inventory to the Water Quality Control Division's Drinking Water Portal.	No later than October 16, 2024.
	2. The Contractor shall submit the Service Line Replacement Plan to the Water Quality Control Division's Drinking Water Portal.	No later than October 16, 2024.
	3 . The Contractor shall submit a quarterly progress report form to the project manager via email at cdphe_wqcd_sli_grant@state.co.us .	No later than the 3rd Friday of the month in Jan, Apr, July and Oct. during the contract period.
	4 . The Contractor shall submit a final report upon completion of the project to the project manager via email at cdphe_wqcd_sli_grant@state.co.us .	No later than 30 calendar days following project completion, and within the term of the contract.

III. Additional Provisions:

The following terms and conditions are in addition to the standard purchase order terms and conditions and are to be read and interpreted in conjunction with the provisions of the purchase order. Wherever used in the following provisions, "Contractor" and "Vendor" shall have the same meaning. Contractor and/or Vendor – any party to which a Purchase Order is issued.

A. ADDITIONAL PROVISIONS -- Invoicing

To receive compensation under the Purchase Order, the Contractor shall submit a signed Quarterly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <http://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this SOW by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. The Contractor shall submit the invoice using one of the three methods listed below.

The Contractor shall submit the following documentation with the completed CDPHE Reimbursement Invoice Form and Expenditure Details page: a completed quarterly report form, available for download from the information section for Service Line Inventory and Lead Service Line Replacement Planning Grants on the [CDPHE Water Grants Page](#).

1. Scan the completed and signed CDPHE Reimbursement Invoice Form and quarterly reporting form into an electronic document. Email the scanned invoice, Expenditure Details page, and quarterly report to: Program Manager at cdphe_wqcd_sli_grant@state.co.us and cdphe_wqcd_contracts+infra@state.co.us.

Final billings under the Purchase Order must be received by the State within a reasonable time after the expiration or termination of the Purchase Order; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Purchase Order.

Unless otherwise provided for in the Purchase Order, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

B. ENTIRE AGREEMENT

These Provisions together with the Purchase Order constitute the entire agreement between the parties, and supersedes all prior proposals, agreements or other communications between the parties.

IV. Monitoring:

CDPHE's monitoring of the purchase order for compliance with performance requirements will be conducted throughout the purchase order period by the Contract Administrator. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and documentation and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within 10 calendar days of discovery of a compliance issue. Within 20 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the Project Manager and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Terms and Conditions of this Purchase Order.



STATE OF COLORADO
Department of Public Health & Environment

Page 1 of 1

ORDER		*****IMPORTANT*****				
Number:	PO,FEGA,202400011386	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	5/17/24	BILL TO				
Description:	Eagle LCRR	WATER QUALITY CONTROL DIVISION 4300 CHERRY CREEK DRIVE SOUTH DENVER, CO 80246-1530				
Effective Date:	05/20/24					
Expiration Date:	12/31/24					
BUYER		SHIP TO				
Buyer:		WATER QUALITY CONTROL DIVISION 4300 CHERRY CREEK DRIVE SOUTH DENVER, CO 80246-1530				
Email:						
VENDOR		SHIPPING INSTRUCTIONS				
TOWN OF EAGLE PO BOX 609 EAGLE, CO 81631-0609		Delivery/Install Date: FOB:				
Contact:						
Phone:						
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
To protect and restore Colorado's water quality for public health, the environment and future generations. To submit Lead and Copper Rule Revision-required deliverables by the USEPA submission deadline. The attached Federal Provisions apply to this purchase order.						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1			0	0.00	\$121,335.17	☐
Description: EPA Lead Service Lines						
Service From: 05/20/24			Service To: 12/31/24			
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						
DOCUMENT TOTAL = \$121,335.17						



To: Mayor and Town Council

From: Stephan Wilson, Utility Manager

Date: May 22, 2024

Agenda Item: RESOLUTION NO. 38 (Series 2024) A RESOLUTION APPROVING CONTRACT WITH
BADGER DAYLIGHTING CORP FOR SERVICE LINE MATERIAL IDENTIFICATION SERVICES

REQUEST: Consideration of Lead Service Line (LSL) Inventory services

Review and approve of hydro excavating services proposal submitted by Badger Daylighting Corp. April 1, 2024.

BACKGROUND: In August 2023, the federal Lead and Copper Rule Revisions (LCRR) were adopted into the Colorado Primary Drinking Water Regulations (Regulation 11). The LCRR has various new requirements for water systems, including the need to inventory the materials of service lines connected to the distribution system. The Town's initial service line inventory is due to the department by October 16, 2024 and will require significant resources.

ANALYSIS: Through state provided assistance the Town began working with Sunrise Engineering in January 2024 to identify service line materials through records review and surveys. After the initial records review 178 service lines were identified as unknown material and mailed survey forms. Based on available records and feedback from similarly sized utilities approach to verification, staff identified the need for supplemental data gathering through potholing. Due to deadlines for funding several hydro excavation companies providing similar services for utilities were directly contacted however due to project location only one contractor proposed. Costs appear to be within industry standards.

Currently 38 properties need verification to meet the minimum number of confirmation sites required in CDPHE's Initial Service Line Inventory Development Policy. Town Staff will continue to work with LRE, and Sunrise Engineering to reduce the total number of services that require potholing.

COMMUNITY INPUT: None

BUDGET / STAFF IMPACT: The total cost of work completed under this proposal is anticipated to be \$75,000 and is currently budgeted for. Public Works staff will be required for water service line material identification and contractor coordination efforts.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the Town's commitment to protecting the well-being of the community.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to approve of or deny adoption of Resolution No. 38 (Series 2024) A Resolution Approving a Contract with Badger Daylighting Corp. for potable water service line potholing.

ATTACHMENTS:

- RESOLUTION-38, Series 2024
- Agreement for professional services between the Town of Eagle Badger Daylighting Corp.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 28 day of May, 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 BADGER DAYLIGHTING CORP., a Contractor with an address of 1936 County Road 319, Rifle, CO 81650 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. TERM AND TERMINATION

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

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

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor per the unit prices outlined in **Exhibit A** not to exceed \$ 75,000.00. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall

5/22/2024

be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. RESPONSIBILITY

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

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

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

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

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

VIII. INDEMNIFICATION

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

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless

the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is

subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

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

TOWN OF EAGLE

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Badger Daylighting Corp

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed, sworn to and acknowledged before me this ____ day of _____,
2024, by _____ as _____ of _____.

My Commission expires:

(SEAL)

Notary Public

Attachments:

- Badger Daylighting Corp. Proposal Dated; April 1, 2024

EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

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

- Contractor shall mobilize and perform hydro excavation at a at a unit price of \$295.00 HR.
- Contractor shall dispose of excavated material at a unit cost of \$225.00 EA.
- Contractor shall provide additional services as needed including includes extra operator, backfill, core drill, cold patch unit cost of \$225.00 day.

Contractor's Deliverables

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

- A list identifying service line material of potable water service lines selected by the Town for verification.

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 38
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING A CONTRACT WITH BADGER DAYLIGHTING CORP. FOR SERVICE LINE POTHOLING AND MATERIAL IDENTIFICATION

WHEREAS, the Town of Eagle desires to contract with Badger Daylighting Corp for hydrovac pothole services, pursuant to the agreement attached as Exhibit "A" on the terms and conditions set forth therein; and

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

WHEREAS, Badger Daylighting Corp agrees to perform such services on the terms and conditions set forth in Exhibit "A"; and

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

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

The Town Council approves the contract with Badger Daylighting Corp for services attached as Exhibit "A".

RESOLVED, APPROVED, AND ADOPTED THIS 28th DAY OF MAY 2024.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow



Badger Hydrovac Service Proposal

United States

Prepared By:	Chance Harvey
Email:	charvey@badgerinc.com
Phone:	970-309-6331
Date:	04/01/2024
Estimate Number:	CPQ-67582v1
Project Name:	Led Service Line



Badger Daylighting Corp
RIFLE CO CORP
1936 County Road 319
Rifle, CO 81650
"An equal opportunity employer"

Estimate

Date

04/01/2024

Reference

CPQ-67582

Prepared By

Chance Harvey

Customer Information

Company	TOWN OF EAGLE	Contact Name	Stephan Wilson
Contact Phone #	+1 (970) 471-4468	Email	stephan.wilson@townofeagle.org
Billing Address	PO BOX 609	Title	Operations
Billing City/State	Eagle CO 81631	Account Number	11360860
Service Address	39.6542086,-106.8265908 Eagle CO 81631		

Scope Of Work

pothole as directed. backfill with squeegee once data has been collected.

Service Item	Item Description	Unit Cost	UOM	Quantity	Amount
BADGER HYDROVAC WITH OPERATOR	8 holes per day, 12 hours per day, 120 hours total.	\$295.00	HR	120.0	\$35,400.00
DISPOSITION	per dump at the end of each shift or as the unit fills.	\$225.00	EA	12.0	\$2,700.00
CONSUMABLE MATERIALS	per job. extra materials, caution tape, ply wood, stakes.	\$75.00	EA	1	\$75.00
SUPPLY WATER	As needed if not provided onsite	\$85.00	EA	12.0	\$1,020.00
ADDITIONAL SERVICE - BACKFILLING	includes extra operator, backfill, core drill, cold patch.	\$2,450.00	DAY	12.0	\$29,400.00
FLUCTUATING FUEL RECOVERY		\$6,077.52	EA	1	\$6,077.52
Total					\$74,672.52

This proposal contains the budgetary estimate to complete the work as described above under the heading "Scope of Work". If any part of the work varies from that described in Scope of Work, or if unexpected digging conditions are encountered (eg rocks, rubble, roots, etc...), then additional charges shall apply. All work will be done on a time and material basis. All work will be done in accordance with the terms and conditions contained in Badger Daylighting Corp.'s standard terms and conditions (USA) attached hereto.

Customer (Company)

PO #:

Name (Please Print)

Title:



Signature

Date:

I am authorized to bind the Company

General Notes, Conditions, & Badger Responsibilities:

1. Travel rates apply when traveling from the closest Badger Operation to the client's project site.
2. Badger will off load material at contracted facility. Travel to and from a designated facility is considered part of the work day and charged at the hourly rate.
3. Any additional third party services provided by Badger Daylighting outside of our typical Hydrovac activities shall be charged out at cost +.
4. With any Hydrovac project, there are possible additional charges that are application and site specific. For example, items such as water trucks, specialized equipment and attachments (remote hose, etc.), crew trucks, and other items may be required. Rather than provide an extensive listing of all possible considerations, this is best implemented on a project-by-project basis and evaluated at the field operations level. The information presented in this document represents the complete proposal.
5. This proposal is valid for 30 days from the date posted on this proposal document.
6. Any and all quotes, offers and transactions are pending Credit Approval by Badger.
7. Terms of Payment - Net 30 days from date of invoice. Late invoices subject to service fees.
8. Zero (0) % retainage is withheld.
9. Taxes – tax will be added to quote pricing as required by State/Local governments.
10. All invoices will be assessed a Fluctuating Fuel Recover Fee on the entire amount of the invoice. This fee is reviewed regularly and is subject to change. Badger utilizes information from the US Department of Energy and the Canadian Department of Natural Resources when calculating the fee.

Customer responsibilities include:

1. Access to the Hydrovac site, including permits and permission from property owners, utilities, and government agents.
2. Surface locates, survey marks and traffic control, if needed unless agreed to in writing prior.
3. Breaking, removal, and restoration of asphalt and or concrete unless agreed to in writing prior.
4. Establish, maintain, and remediate accessible water source and disposal site.
5. Specific direction and locations for Hydrovac excavation.
6. Backfill and site restoration unless agreed to in writing prior to completing work.
7. Materials to secure and cover the excavation unless agreed to in writing prior.
8. Shoring, maintenance, and barricading.
9. Ownership of the soil and debris removed by the Hydrovac including any soils or material contaminated or suspect.
10. Any project delays caused by others that result in downtime of Badger Hydrovac units will be billed at the hourly rates.
11. Pay for all specialized training that is required by contractor/owner/Badger to be on the site to work.
12. Notify Badger of all billing requirements and any appropriate purchase orders, job numbers, AFE, etc. that would be necessary to release payment to Badger. This must be done prior to the first day of work.
13. Notify Badger of any of the following: Certified payrolls, OCIP requirements, prevailing wages.
14. Additional insurance requirements over what Badger already has in place

Customer Representative

Printed Name: _____

Signature: _____

Date: _____

*I am authorized to bind the Company***Badger Representative**

Printed Name: _____

Signature: _____

Date: _____



BADGER DAYLIGHTING CORP. STANDARD TERMS AND CONDITIONS (USA)

1. Definitions. "Service Provider" shall mean Badger Daylighting Corp. "Buyer" shall mean any party who contracts to purchase Services from Service Provider, as indicated on a service agreement or a statement of work. "Services" shall mean those services and any related goods ordered by Buyer from Service Provider pursuant to a service agreement accepted by Service Provider. "Credit Application" shall mean Service Provider's form of credit application, as may be amended from time to time, the review and written approval of which is a pre-requisite to Service Provider entering into any type of binding agreement with Buyer to provide Services. "USA" shall mean the United States of America.

2. Terms of Service Agreement Acceptance and Complete Agreement

(a) Acceptance. Buyer's order for Services is binding only when accepted in writing by an authorized representative of Service Provider, and is accepted subject to all of Service Provider's Standard Terms and Conditions of Services, which constitute the complete agreement between the parties. Buyer's acceptance of delivery and performance of Services evidences Buyer's acceptance of all of Service Provider's Standard Terms and Conditions of Services.

(b) No Acceptance. Service Provider's performance under any Buyer service agreement or a statement of work does not constitute an acceptance of any provision of any Buyer service agreement that is different from or additional to Service Provider's Standard Terms and Conditions of Services, and any such different or additional provisions are hereby expressly rejected and are void.

3. Buyer's Obligations.

(a) Services. Buyer shall: (i) cooperate with Service Provider in all matters relating to Services and provide such access to Buyer's premises, and other facilities as may reasonably be requested by Service Provider, for the purposes of performing Services; (ii) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of the service agreement; (iii) provide such Buyer materials or information as Service Provider may reasonably request and Buyer considers reasonably necessary to carry out Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary permits and consents and comply with all applicable laws in relation to Services before the date on which Services are to start.

(b) Shipment and Delivery. Any goods provided in relation to the Services are sold EXW Service Provider's Facility Incoterms 2010. The method and route of shipment shall be as mutually agreed in each accepted service agreement. Service Provider shall tender delivery of all such related goods to a carrier for transportation to Buyer's place of business. All costs of transportation, including, without limitation, taxes and standard insurance shall be assessed by Service Provider and borne by Buyer unless otherwise agreed to in writing by Service Provider. Service Provider shall invoice Buyer for all shipping related costs.

All risk of loss shall pass to Buyer when such related goods are made available to the carrier at Service Provider's facility, including, without limitation, all risks of loading, transportation, and shipment. Delivery and acceptance shall not be affected by a delay on the part of Buyer in accepting delivery. Shipment of such related goods held by reason of Buyer's request or inability to receive such related goods will be at the risk and expense of Buyer. Claims for shortages in shipment shall be deemed waived by Buyer unless made in writing to Seller within thirty (30) days from the date of invoice.

4. Buyer's Acts or Omissions. If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Taxes and Fees. Unless expressly stated and agreed to in writing by Service Provider, quoted prices do not include any shipping and handling charges, sales, use, excise, or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or shall reimburse Service Provider if Service Provider is required to collect and pay them.

6. Representations and Warranties; Limitation of Remedy.

(a) Service Provider represents and warrants to Buyer that it shall perform Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the service agreement.

(b) Service Provider shall not be liable to a breach of the warranty set forth in Section 6(a) unless Buyer gives written notice of the defective Services, reasonably described, to Service Provider with three (3) days of the time when Buyer discovers or ought to have discovered that Services were defective.

(c) The sole and exclusive remedy of Buyer for any liability of Service Provider of any kind, including (i) warranty, express or implied, whether contained in the terms and conditions hereof or in any terms additional or supplemental hereto, (ii) contract, (iii) negligence, (iv) tort, or (v) otherwise, is limited to Service Provider's repair or re-performance of Services. The sole and exclusive remedy for goods related to Services shall be Service Provider's repair or replacement of those related goods the examination of which by Service Provider reveals material defects during the warranty period or, at Service Provider's option, a refund to Buyer of the money paid to Services Provider for such goods. The warranty period shall begin on the date of completion of Services on Service Provider's invoice and shall continue for a period of one (1) year therefrom for all Services. This limited warranty shall not extend to any Services that have been modified, disassembled, altered, changed, damaged, misused, repaired, misapplied or negligently maintained in any manner.

(d) EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 6(a) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF



INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

7. Limitation of Liability.

(a) SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE COST OF REPAIR AND RE-PERFORMANCE OF SERVICES WITHIN A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY NOTICE BY BUYER. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER ESSENTIAL PURPOSE. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER. Buyer agrees to indemnify and hold Service Provider harmless from and against all liabilities, claims, or demands of third parties of any kind relating to Services and the use of any related goods arising after performance of Services.

(b) The limitation of liability set forth in Section 7(a) above shall not apply to (i) liability resulting from Service Provider's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Service Provider's negligent acts or omissions.

8. Rejection or Claims. A rejection of Services for non-conformity, or a claim of incomplete performance and/or damage by Buyer, shall not be effective unless it is made, and written notice thereof is given to Service Provider, within thirty (30) days after Services are provided to Buyer; or, with respect to any goods related to Services, within thirty (30) days after such related goods arrive at the destination specified in Service Provider's statement of work. Service Provider reserves the right to inspect the site of supposed non-conforming Services and to determine lack of conformity in its sole discretion.

9. Performance Dates. Service Provider shall use reasonable efforts to meet any performance dates specified in the service agreement, and any such dates shall be estimates only.

10. Failure to Take Delivery. If Buyer fails to take delivery of any goods related to Services, or any part thereof, such related goods not delivered shall be held at Buyer's sole risk in all respects. Service Provider, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and/or otherwise protect such related goods or may resell same for Buyer's account. The delivery date(s) quoted are based on Service Provider's best estimate of a realistic time when delivery to the carrier will be made, and are subject to confirmation at time of acceptance of any resulting Service Agreement. Service Provider reserves the right to make either early delivery or partial delivery upon prior notice to Buyer as provided in Section 23 hereof and to invoice Buyer accordingly.

11. Title and Risk of Loss or Damage. Title, risk of loss and/or damage shall pass to Buyer when any goods related to Services are made available to the carrier at Service Provider's facility.

12. Payment Terms.

All payments are due thirty (30) days from date of invoice in U.S. Dollars, unless otherwise specified by Service Provider. Buyer's failure to make payment when due will be a material breach of the service agreement and these Standard Terms and Conditions of Services. Subject to applicable law, amounts unpaid after such date may, at Service Provider's discretion, bear interest from the date of the invoice at a rate of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum. Service Provider shall be entitled to reimbursement from Buyer for all costs and fees, including reasonable attorneys' fees, incurred by Service Provider in the collection of any overdue amounts. Service Provider, at its sole option and without incurring any liability, may suspend its performance of Services until such time as any overdue payment is made or Service Provider receives assurances, adequate in Service Provider's opinion, that the payment will be promptly made. In the event of such suspension of performance of Services by Service Provider, there will be an equitable adjustment made to the remaining performance schedule and pricing to reflect the duration and cost resulting from such suspension. Buyer may only suspend performance upon Service Provider's written consent. In the event of such Buyer suspension, the performance time will be changed, taking into account the suspension, and Buyer will promptly pay Service Provider for all costs, including related overhead costs, resulting from such suspension. All terms of the Credit Application are incorporated into and are part of this Agreement.

13. Cancellation. Except as otherwise expressly provided in a statement of work, the service agreement shall be cancelled only by mutual written consent of the parties. Notice is hereby given that Service Provider shall not consent to cancellation if Buyer has bound itself to purchase Services. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of performance of Services or any part thereof, has not otherwise performed or complied with any of the terms of the service agreement, in whole or in part; or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, or if Service Provider has received any adverse credit information about Buyer, Service Provider may delay performance and/or cancel performance of Services without liability. In the event of U.S. or foreign government intervention, trade restrictions, and/or quotas, which may delay or prevent performance of Services or any part thereof, Service Provider, at Service Provider's option, may cancel the performance of Services without liability. In the event any Services shall become subject to any governmental fees or duties not presently in effect or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Service Provider shall have the right to cancel performance of Services without liability.

14. Default. If Buyer breaches or is otherwise in default under the service agreement or under any other contract between the parties hereto, Service Provider at its sole option, may defer performance of Services until the default is cured, or may treat the default as a repudiation by Buyer of the service agreement in its entirety, and hold Buyer liable for such damages as Service Provider may incur, including consequential and incidental damages. For purposes hereof, Buyer's insolvency shall be a default.



15. **Waiver.** No waiver by Service Provider of any of the provisions of the service agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the service agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. **Force Majeure.** Service Provider shall be free from any liability for delay or failure in performance of Services arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, terrorist acts, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to deliver, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency of whatsoever nature beyond Service Provider's control affecting production and performance of Services, including disturbances existing on the date of the service agreement or a statement of work. In such a situation, if performance is not made during the period contracted for, Buyer shall accept performance under the service agreement when performance is made; provided, however, Buyer shall not be obligated to accept performance if performance is not made within a reasonable time after the cessation of the aforementioned impediments or causes.

17. **Intellectual Property.** All the designs, know-how, innovations, inventions and discoveries related to Services provided under this transaction shall be and remain the property of Service Provider.

18. **Confidential Information.**

(a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by Service Provider to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of Services and the service agreement is confidential, and shall not be disclosed or copied by Buyer without the prior written consent of Service Provider. Confidential Information does not include information that is (i) in the public domain; (ii) known to Buyer at the time of the disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.

(b) Buyer agrees to use the Confidential Information only to make use of Services, and deliverables.

(c) Service Provider shall be entitled to injunctive relief for any violation of this Section.

19. **Integration.** The service agreement, these Standard Terms and Conditions of Services, and a statement of work supersede all prior negotiations, representations, agreements, quotes and catalogues, whether written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. To the extent the provisions hereof conflict with any prior or subsequent agreement of the parties, these Standard Terms and Conditions of Services will control. Any amendment to these Standard Terms and Conditions of Services must be in writing and signed by both parties.

20. **Assignment.** Buyer acknowledges that no service agreement or statement of work, nor the obligations represented thereby, may be assigned or delegated, in whole or in part by Buyer, without the prior written consent of Service Provider. Buyer's unauthorized attempt to assign or delegate any rights or obligations shall serve as grounds for termination of the service agreement.

21. **Severability.** Service Provider and Buyer agree that each and every paragraph, sentence, clause, term and provision of these Standard Terms and Conditions of Services is severable and that, in the event any portion hereof is adjudged to be invalid or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.

22. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in these Standard Terms and Conditions of Services or the service agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties; and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the service agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the service agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. **Governing Law; Venue.** All matters involving the validity, interpretation and application of these Standard Terms and Conditions of Services will be controlled by the laws of the State of Indiana, United States of America and Buyer and Service Provider hereby irrevocably consent to the jurisdiction of the state and federal courts located in Marion County, Indiana for the resolution of any disputes arising under these Standard Terms and Conditions of Services and the service agreement.

25. **Collection, Use and Disclosure of Information.**

Notwithstanding section 18, by submitting an application for the Services, Buyer consents to and authorizes Service Provider and its service providers to use the personal information, confidential information, financial information and other details (collectively "Information") about Buyer that Buyer has provided to:

(a) Exchange Information and reports about Buyer with credit reporting agencies, credit reporting services including Creditsafe USA Inc., and other lenders (collectively "Credit Agencies") prior to the commencement of Services for the purposes of Service Provider providing credit to Buyer, including

in the form of an outstanding receivable with the Service Provider for Services to be performed pursuant to these Service Provider's Standard Terms and Conditions of Services;

(b) Conduct, or arrange for a Credit Agency to conduct, "soft" or "hard" credit checks from time to time for up to one year after Buyer submits an application and Service Provider exchanges Information with Credit Agencies;

(c) Conduct, or arrange for third parties to conduct, risk assessments and identity and payment verification checks from time to time;

(d) Assess Buyer's application for the Services based on the results of the credit, risk assessment, and identity and payment verification checks;

(e) Periodically review and verify Buyer creditworthiness, establish credit and hold limits, help Service Provider collect a debt or enforce an obligation owed to Service Provider by Buyer, and/or manage and assess risk; and

(f) Issue a decision to grant or deny Buyer's application for credit.

Service Provider shall determine in its sole discretion whether to grant any credit to Buyer and, if so, the amount of any such credit. Service Provider has no obligation to grant any credit, and any granting of credit is without commitment to provide any future credit. Buyer shall be responsible for all credit it receives from Service Provider, whether or not such credit exceeds authorized credit limits. In the event that Service Provider grants credit to Buyer and for a reasonable period of time afterwards, Service Provider may from time to time disclose Buyer's Information to other lenders and credit reporting agencies requesting such Information. Service Provider may obtain Information and reports about Buyer from third party providers such as Creditsafe USA Inc., and other Credit Agencies. Once Buyer has applied for credit with Service Provider, Buyer may not withdraw their consent to this exchange of Information.

For more information about the Service Provider's privacy policy and our collection and use of personal information, please see: [https://www.badgerinc.com/learn-about-badger/privacy\[1\]antispam-web-policy/](https://www.badgerinc.com/learn-about-badger/privacy[1]antispam-web-policy/).

End



To: Mayor and Town Council

From: Jessica Lake, Planner, Community Development Department

Date: May 28, 2024

Agenda Item: Resolution 39, Series 2024

REQUEST:

For Town Council to consider approving an amendment to the expiration date of the Special Use Permit associated with 263 and 483 Sawatch Rd.

INTRODUCTION:

Town Council approved a Special Use Permit under file #SU20-01 for 263 and 483 Sawatch Rd. on July 14, 2020. The expiration date included as a condition of approval in Resolution 37, Series 2020, stating that “if, within four years of the date of this Resolution, no building permit has been issued for the special use, the Special Use Permit shall automatically terminate, without further action of the Town”.

ANALYSIS:

On December 12, 2023, Town Council approved a Development Permit, and an associated Development Agreement, for 263 Sawatch Road, which allows for construction of three buildings, each with three first floor commercial units and three second floor residential units.

Staff is in the process of reviewing a Lot Line Adjustment application for 263 Sawatch. An application for building permit has also been submitted by the applicant, but planning staff cannot review, approve or allow for issuance of a building permit without having first completed the required process for the lot line application. The building permit expiration date places undo pressure on staff to review, approve and issue a building permit that is not ready. Staff and the applicant have been consistently working towards meeting the requirements of the Development Agreement and the Code, and staff believes that while the building permit expiration requirement may have at one time been in the best interest of the Town, it no longer is.

COMMUNITY INPUT:

Public comment has not been solicited for this proposed amendment.

BUDGET / STAFF IMPACT:

No impact anticipated.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Staff has not identified any specific alignment with the Strategic Plan associated with this request.

RECOMMENDED ACTION OR PROPOSED MOTION:

APPROVAL of Resolution 39, Series 2024, A Resolution of the Town Council of the Town of Eagle, Colorado, Approving an Amendment to Resolution 37, Series 2020, which Approved a Special Use Permit for 263 and 483 Sawatch Road.

ATTACHMENTS:

- Resolution 39, Series 2024
- Resolution 37, Series 2020

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 39
(Series of 2024)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPROVING AN AMENDMENT TO RESOLUTION 37, SERIES 2020, WHICH
APPROVED A SPECIAL USE PERMIT FOR 263 AND 483 SAWATCH ROAD

WHEREAS, on March 20, 2020, Dave Dantas and Jeffrey Manley of Martin Manley Architects (collectively, the “Applicant”) submitted an application for a Special Use Permit (the “Application”) to allow for 19 accessory dwelling units to be constructed at 263 and 483 Sawatch Road, Eagle, Colorado (the “Property”); and

WHEREAS, the Property is located in the Commercial General Zone District;

WHEREAS, one single dwelling unit – accessory to a use permitted is a special use in the Commercial General Zone District;

WHEREAS, on July 7, 2020, the Planning and Zoning Commission held a properly-noticed public hearing on the Application and recommended that the Town Council approve the Application with the following conditions;

WHEREAS, on July 14, 2020, the Town Council held a properly-noticed hearing on the Application;

WHEREAS, the Town Council, upon reviewing the recommendation of the Planning and Zoning Commission, and upon hearing the statements of staff and the public, and giving due consideration to the matter, approved the Application and issued the associated Special Use Permit subject to certain conditions, as listed in Resolution 37, Series 2020; and

WHEREAS, the Town Council desires to amend Section 3 Expiration of Resolution 37, Series 2020, as follows:

Section 3. Expiration. If, within four years of the date of this Resolution, no Development Permit has been issued for the special use, the Special Use Permit shall automatically terminate without further action of the Town.

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

Section 1. The Amendment to Resolution 37, Series 2020 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 this Resolution on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON MAY 28, 2024.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 37
(Series of 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A SPECIAL USE PERMIT FOR 263 AND 483 SAWATCH ROAD

WHEREAS, on March 20, 2020, Dave Dantas and Jeffrey Manley of Martin Manley Architects (collectively, the "Applicant") submitted an application for a Special Use Permit (the "Application") to allow for 19 accessory dwelling units to be constructed at 263 and 483 Sawatch Road, Eagle, Colorado (the "Property");

WHEREAS, the Property is located in the Commercial General Zone District;

WHEREAS, one single dwelling unit – accessory to a use permitted is a special use in the Commercial General Zone District;

WHEREAS, on July 7, 2020 the Planning and Zoning Commission held a properly-noticed public hearing on the Application and recommended that the Town Council approve the Application with conditions;

WHEREAS, on July 14, 2020, the Town Council held a properly-noticed public hearing on the Application; and

WHEREAS, the Town Council, upon reviewing the recommendation of the Planning and Zoning Commission, and upon hearing the statements of staff and the public, and giving due consideration to the matter, determines as provided below.

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

Section 1. Findings. The Town Council finds that the Application is improved but substantially similar to SU17-06, which was generally approved under the same Code and Plan.

Section 2. Decision. Based on the foregoing findings, the Town Council hereby approves the Application and issues the associated Special Use Permit, subject to the following conditions:

- a. Permit #SU17-06 will be null and void upon issuance of a permit for SU20-01;
- b. There shall be a maximum of 19 accessory residential units on the Property, with up to 10 units at 263 Sawatch (Lot 2), and up to 9 units at 483 Sawatch (Lot 3);
- c. The dwelling units shall remain as *Accessory* as defined in the Eagle Municipal Code; and

- d. Dwelling units shall not be sold separately from the associated commercial units; and
- e. An improvement plan for the stormwater detention area, as an active recreation area, shall be submitted with the development permit application; and
- f. Minor modifications to the buildings or site plan may be approved administratively without notice; and
- g. All site-specific development improvements including without limitation parking, landscaping, impervious coverage, access, setbacks, will be considered as part of the Development Review process.

Section 3. Expiration. If, within four years of the date of this Resolution, no building permit has been issued for the special use, the Special Use Permit shall automatically terminate, without further action of the Town.

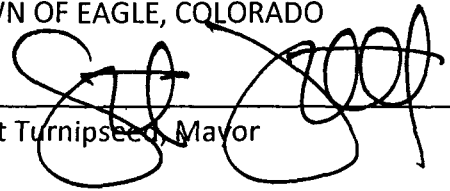
INTRODUCED, READ, PASSED AND ADOPTED ON JULY 14, 2020.

ATTEST:


Jenny Rakow, Town Clerk



TOWN OF EAGLE, COLORADO


Scott Turnipseed, Mayor



To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: May 28, 2024
Re: Town Manager Report

Economic Development:

Our ongoing collaboration with EPS representatives Sarah Dunmire and Andrew Knudtsen is crucial as we discuss the East Eagle Financing and Revenue Sharing initiatives. Recent meetings have provided essential background information for their upcoming report on infrastructure financing and revenue sharing, ensuring they have the insights needed for a thorough analysis. The participation of EPS, including Sarah Dunmire, Andrew Knudtsen, Town staff Nikki Davis, and myself, highlights our commitment to advancing the East Eagle Financing and Revenue Strategies. Our discussions focus on optimizing the 170-acre East Eagle subarea, in line with the 2021 East Eagle Sub Area Plan and the new East Eagle Commercial General Zoning.

In our dedication to fostering economic growth, we are considering a tailored Commercial Linkage Fee to support affordable housing in the Town of Eagle. This initiative aims to complement the existing Local Employee Residency Program (LERP) for residential housing by linking commercial development with affordable housing efforts. The proposed fee will be aligned with market dynamics and land-use patterns, reinforcing the Town's proactive approach to addressing housing needs driven by commercial growth.

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

We continue working with Bill Ray to push out survey information and set up our next stakeholder meetings on the four quality-of-life initiatives. We have received 427 quality-of-life surveys (2 in Spanish) and 318 STIF surveys (1 in Spanish). Outlined below are the key initiatives that we are focusing on:

- **Grand Avenue Multimodal Corridor Project:** This project is crucial for enhancing transportation connectivity to I-70 and the Eagle County Regional Airport. It addresses traffic capacity, multimodal infrastructure needs, and safety concerns by incorporating intersection enhancements, upgrading pedestrian and cyclist facilities, and widening Grand Avenue.
- **Housing:** We aim to provide short-term housing options to attract and retain talented individuals for key positions within our local government. This initiative ensures that Eagle can assemble and maintain an exceptional team to deliver essential services such as public safety, community development, and public works.
- **Sustainability and Net Zero Goals:** Environmental stewardship is a top priority to achieve net zero carbon emissions internally by 2028 and community-wide by 2030. Sustainable initiatives will reinforce our Community's dedication to environmental responsibility and yield lasting positive effects for future generations.
- **Open Space and Outdoor Recreation:** Preserving and enhancing our open spaces is crucial for maintaining our Community's character and providing opportunities for outdoor recreation and wildlife habitat. Your insights on open space management and spending from the Sales Tax Improvement Fund will contribute significantly to these endeavors.

The Eagle County Housing Action Plan bi-weekly meetings focus on community and business surveys to develop county-wide affordable housing strategies. So far, 1,737 household surveys, including 110 in Spanish, and 91 business surveys have been collected. EPS consultants will expand data collection to include affordable housing pipelines, building permit records, water usage data, and other relevant information. This comprehensive data will inform the development and implementation of effective housing strategies.

Discussions with Brandon Cohen and Michael Hood from Abrika are ongoing, focusing on Haymeadow development opportunities related to the new Brush Creek Road extension. We have also collaborated on proposed changes to the Residential Overlay (R.O.) housing requirements and explored options for open space initiatives. These efforts aim to identify strategies and alternatives to advance progress in these areas.

I wish to provide the Town Council with an update on some discussions via emails with members of Aidans HOA regarding Animal Control and the concerns they have expressed.

First email: Scott,

We need to address the escalating harassment by Animal Control towards our residents by involving the county and engaging the E.R. board. It's concerning that while enforcing certain codes, they disregard others, which is evident in incidents like the illegal parking of their vehicle outside your home. This behavior, including your harassment and the overzealous involvement of law enforcement, necessitates action. It's time for elected officials to assert control over bureaucratic overreach. In our next board meeting, let's prioritize this topic and invite community input. The dissatisfaction extends beyond our neighborhood, as evidenced by the demand for yard signs advocating change.

Thanks,
SRC

Second email: Scott,

Our HOA board is deeply concerned about the recent actions of Animal Control within our neighborhood. Instances of excessive enforcement, such as following residents and entering open garages, issuing unwarranted tickets, and disregarding safety regulations, are becoming increasingly problematic. We believe it's imperative to establish a more constructive relationship with Animal Control, aligning with both our Community's needs and the Town's objectives. We request a discussion to address these issues promptly, as continued escalation may result in unnecessary allocation of town resources. Please let us know a suitable time for this dialogue.

Thank you,
S.F.

My response back to S.F. and SRC:

Hi S.F. and SRC,

Thank you for your follow-up email and your patience.

Chief of Police Carrie Buhlman recently met with the Eagle County Animal Control (A.C.) team to address your concerns. The A.C. team mentioned they had received similar emails and expressed their challenges with some interactions in the Town of Eagle. They have encountered extremely aggressive repeat offenders and consistent disrespect toward their staff. Their primary objective remains to educate and cite repeat offenders while maintaining professionalism.

The A.C. team is not harassing, coaxing animals, or unlawfully entering garages. Chief Buhlman has arranged for them to receive additional in-person de-escalation and online training on Fourth Amendment search and seizure, which they greatly appreciate.

The Chief also confirmed that the A.C. team has permission to park in "no parking" areas while on duty. To address visibility concerns, we have suggested they use blinky lights to indicate their official capacity. The team has also reaffirmed its commitment to adhering to traffic regulations and will remind its staff to follow these rules.

The A.C. team comprises three officers covering all of Eagle County: Vail, Minturn, Edwards, Eagle, Gypsum, and El Jebel. They have felt demoralized by some Eagle citizens' negative interactions and emails, which has impacted their morale.

The Town Council and the Chief are dedicated to balancing the enforcement of our ordinances with public education. We fully support our leash laws and strive to support the Animal Control team and the Community. If repeat offenders believe they have been wronged, the appropriate venue for resolution is the courtroom.

I want to assure you that I will share this email exchange with the entire Town Council Board. You are also welcome to attend the Town Council meeting and express your concerns directly during the public comment session of our public meetings.

I am open to meeting in person if you would like to discuss this matter further. Thank you again for your patience and attention.

Thank you

Larry

Administration and organization update:

We continue our efforts to actively seek a qualified candidate for the position of Community Development Director. We acknowledge and appreciate Cliff Simonton's dedicated service as Interim Director during this transitional phase.

As of 2024, we've successfully filled eighteen vacant positions, leaving eight full-time roles remaining. Our focus now is on addressing these remaining vacancies. The Town has taken proactive steps, implementing strategic recruitment measures to attract highly qualified candidates. We recognize the significant impact these individuals will have on enhancing our Community's quality of life. Our commitment to securing the best-suited candidates underscores our dedication to fostering a thriving cultural environment. It aligns with our overarching goal of ensuring continual progress and well-being for our resident's quality of life.

WORK SESSIONS:

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

Date	Topic
February 6, Work Session	<i>EVC priorities and goals for 2024</i>
March 5, Work Session	<i>Eagle Quality of Life Initiatives</i>
April 2, Work Session	<i>Canceled</i>
May 7, Work Session	EVTA – Tanya and Scott will present an update on EVTA
June 4, Work Session	Grand Avenue Project Overview and Bill Ray - Quality of Life Survey Report Out
July 2, Work Session	
August 6, Work Session	
September 3, Work Session	
Request for Additional Work Sessions	Topic



To: Mayor and Town Council
From: Melissa Daruna, Assistant Town Manager
Date: May 28, 2024

Agenda Item: Ordinance Updates Regarding Mobile Food Vendor Hours of Operation and Open Alcohol Containers During Special Events.

REQUEST: Staff requests Council review and consider approving updates to the town's ordinances regarding mobile food vendors (food trucks) and open alcohol containers during special events.

BACKGROUND: Staff reviewed the town's ordinances governing the hours of operation for food trucks as well the administrative approval of open liquor containers during special events. Based on community requests, staff considered how to amend the ordinances to allow longer hours of operation for food trucks and allow the Town Manager to authorize open liquor containers within designated special event spaces that include closed streets.

ANALYSIS: The town's ordinances designate specific hours of operation for food trucks between 9:00 a.m. and 10:00 p.m. Staff are recommending adjusting the hours to include 8:00 a.m. to 12 a.m. to allow vendors who are operating at private establishments to stay open longer. Additionally, staff are recommending adding language to require a mobile vendor to have a permit to operate at a public park if they are operating before 9 a.m. or after 9 p.m.

Additionally, the town ordinances allow for the Town Manager to designate public places where alcohol may be consumed but has a clause prohibiting such authorization in public right of ways (streets). This creates challenges when the town wishes to have an event with closed streets that also allows the consumption of alcohol. Staff are recommending an update to the ordinance that strikes the language prohibiting the designated area from including public rights of way.

COMMUNITY INPUT: Initial requests were made to Town Council to consider these changes to the town's ordinance. No additional public comment has been received.

BUDGET / STAFF IMPACT: None.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: These ordinance updates align with the strategic plan goal to *Improve Community Responsive Services*.

RECOMMENDED ACTION OR PROPOSED MOTION: Approve or deny Ordinance 03, Series 2024 - AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AMENDING SECTION 5.18.060(G) OF THE EAGLE MUNICIPAL CODE, REGARDING MOBILE VENDOR HOURS OF OPERATION.

Approve or deny Ordinance 04, Series 2024 - AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO AMENDING SECTION 9.15.060(C) OF THE EAGLE MUNICIPAL CODE, REGARDING POSSESSION OF OPEN ALCOHOLIC OR FERMENTED MALT BEVERAGES DURING PERMITTED SPECIAL EVENTS.

ATTACHMENTS: None

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 03
(Series of 2024)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
AMENDING SECTION 5.18.060(G) OF THE EAGLE MUNICIPAL CODE, REGARDING
MOBILE VENDOR HOURS OF OPERATION

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

Section 1. Section 5.18.060(G) of the Eagle Municipal Code is hereby amended as follows:

5.18.060. – Location; hours.

* * *

G. Mobile food vendors shall only operate between the hours of ~~9:00 a.m. and 10:00 p.m.~~ 8:00 a.m. and 12:00 a.m. It is unlawful for a mobile food vendor to operate on or near a public park without a permit between the hours of 8:00 a.m. and 9 a.m. or 9 p.m. and 12:00 a.m.

* * *

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

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

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON MAY 28, 2024,
2024.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 04
(Series of 2024)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
AMENDING SECTION 9.15.060(C) OF THE EAGLE MUNICIPAL CODE, REGARDING
POSSESSION OF OPEN ALCOHOLIC OR FERMENTED MALT BEVERAGES DURING
PERMITTED SPECIAL EVENTS

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

Section 1. Section 9.15.060(C) of the Eagle Municipal Code is hereby repealed in its
entirety and reenacted as follows:

**9.15.060. – Possession of open alcoholic or fermented malt beverage container
prohibited.**

* * *

C. Nothing in this Section shall prohibit the consumption of alcoholic
beverages in those public places in the Town designated in writing by the Town
Manager from time to time, subject to the following restrictions:

* * *

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

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

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON MAY 28, 2024.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk