



Town Council
Tuesday, January 14, 2025
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** [Need help?](#)

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Meeting ID: 220 838 047 527

Passcode: oJDDip

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Phone conference ID: 503 120 355#

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.*

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

1. Minutes - December 10, 2024
2. Bill Pay - December 2024
3. Town of Eagle Employee Housing Program Documents
 - a. Resolution 01, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Town of Eagle Employee Housing Guidelines and Lease Template"

- b. Resolution 04, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Deed Restriction Templates to Correspond with the Updated Local Employee Residency Program Guidelines"
- c. Resolution 07, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting an Application to the Office of Economic Development & International Trade, Tourism Management Grant Program"
4. Resolution 08, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Mayor to execute a Construction Contract with Gould Construction, Inc. for the Sylvan Lake Road Improvement Project"
5. Resolution 09, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado, Supporting a Financial Match for the U.S. Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (Raise) Grant Program Application for the Grand Avenue Multimodal Reconstruction Project"
6. Resolution 10, Series 2025 "A Resolution Designating the Place for Posting of Notices of Meetings for the Boards and Commissions of the Town of Eagle"

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

1. Town Manager Update
2. Department Update for December 2024 Activities

BUSINESS ITEMS - 6:20 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. REP, Matt Daley - Eagle River Park
2. Resolution 02, Series 2025: "A Resolution by the Town Council of the Town of Eagle, Colorado, Establishing Seasonal Use Restrictions for all Users on Tract OS-1 at the Reserve at Hockett Gulch for the Protection of Wintering Wildlife from December 1 Through April 15 Annually"
3. Scope of services and timeline direction for the Open Space Ranger Position
4. Discussion and direction for a proposal to consider supporting a review of class 1 pedal assist e-bikes on natural surface trails in Town-owned open space properties
5. Resolution 05, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Allocating Funds to Oversize the Restroom Facility per the Reserve at Hockett Gulch Development Agreement from the Required Vault Restroom to a Plumbed Restroom."
6. Discussion and direction on fees for the Eagle Pool Replacement Project.
7. 2025 Fee Schedule
 - a. EEOP Outdoor Appliances Fee Update
 - b. Resolution 06, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting a Fee Schedule Pursuant to 2.34 of the Eagle Municipal Code"
8. Discussion and direction on current and future legal services for the Town

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 8: 20 PM *Council will use this time to propose future agenda items, provide updates on Council Committees, and address general discussion items.*

EXECUTIVE SESSION - 8:25 PM

1. To consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a) for purposes which cannot be disclosed without compromising the topic of the executive session.
2. And further move to conclude the regular meeting upon the adjournment of the Executive Session.

ADJOURN - 8:45 PM

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



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI – Eagle Guest



MEETING MINUTES
Town Council
Tuesday, December 10, 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

COUNCIL MEMBERS PRESENT

Mikel Kerst, Scott Turnipseed, Ellen Bodenhemier,
Geoffrey Grimmer, Nick Sunday, Jamie Woodworth
Foral, Bryan Woods

COUNCIL MEMBERS ABSENT

-

STAFF PRESENT

Larry Pardee, Town Manager
Melissa Daruna, Assistant Town Manager
Ruthanne H. Goff, Town Attorney
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Carrie Buhlman, Police Chief
Tom Gosiorowski, Public Works Director
Peyton Heitzman, Community Development Director
Lynette Horan, Human Resources Manager
Jessica Lake, Senior Planner
Molly Furtado, Special Events Manager
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
Nikki Davis, Economic Development & Housing Specialist

ROLL CALL

COUNCIL MEMBERS PRESENT

Mikel Kerst, Scott Turnipseed, Ellen Bodenhemier,
Geoffrey Grimmer, Nick Sunday, Jamie Woodworth
Foral, Bryan Woods

COUNCIL MEMBERS ABSENT

None

STAFF PRESENT

Larry Pardee, Town Manager
Melissa Daruna, Assistant Town Manager
Ruthanne H. Goff, Town Attorney
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Carrie Buhlman, Police Chief
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Peyton Heitzman, Community Development Director
Lynette Horan, Human Resources Manager
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Molly Furtado, Special Events Manager
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
Nikki Davis, Economic Development & Housing Specialist

ADOPTION OF AGENDA

MOTION: Council Member Nick Sunday motioned to adopt the agenda as presented. 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.

PUBLIC COMMENT

Tim McMahon – Avon. Requested the Town of Eagle to follow the Town of Avon in removing the tax on tampons.

Kate Sheldon - 2809 E Haystacker. Expressed concerns about the delay in hiring an Open Space Ranger citing recent incidents involving elk and hunters.

Jessica Wheeler – 74 Hollyhock Court. Supported Kate Sheldon’s concerns about hunting issues in Eagle Ranch and highlighted some of the dangers and public safety hazards. Requested adding a mirror on Arroyo to enhance visibility and safety for trail users.

PRESENTATIONS

1. Proclamation - Eagle Valley Devil's Cross Country Program
Geoff Grimmer read the proclamation into the record.

CONSENT AGENDA

MOTION: Council Member Bryan Woods motioned to approve the consent agenda as presented. 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 - November 19, 2024
2. Bill Pay - November 2024
3. Resolution 83, Series 2024, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Fifth Amendment to the Development Improvements Agreement for the Eagle Health Care Center."
4. Three-Mile Plan
 - a. Resolution 85, Series 2024, "A Resolution of the Town Council of the Town of Eagle, Colorado Ratifying the Town's Three-Mile Plan Adopted by the Planning and Zoning Commission."

5. Resolution 86, Series 2024, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the First Amendment to the Development Agreement for 1200 Capitol Street"
6. Resolution 89, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Agreement for Professional Services with Gendelman Klimas Edwards, Ltd. for Municipal Prosecution Services
7. Resolution 91, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving and Intergovernmental Agreement with Eagle County and the Towns of Avon, Basalt, and Vail for Funding of the Eagle County Victim Services Unit"

STAFF REPORTS

1. Town Manager Update
Larry provided that the Rise Grant was successful with results expected in mid-January.
2. Department Update
Council comments: acknowledgement of increase in sales tax in November as well as an increase in broadband revenue. The Hernage Creek restoration also was acknowledge. Kudo's to staff on downtown decorations and Christmas on Broadway parade. Request for e-bike discussion timeline.

BUSINESS ITEMS

1. Resolution 88, Series 2024, "A Resolution by the Town Council of the Town of Eagle, Colorado, appointing selected applicants to serve on the Open Space and Recreation Advisory Committee."
Brian Lieberman described the process for the application process. Ryan Gilmer applied for the alternate position.

The council voted on ballots provided by the Town Clerk.

The Town Clerk provided the results of the votes for the appointments as follows: Chris Cohen, Ernest Saegar, Phillip Kirkman, Jessica Foulis, and Ryan Gilmer as alternate.

MOTION: Council Member Ellen Bodenhemier motioned to approve Resolution 88, Series 2024, "A Resolution by the Town Council of the Town of Eagle, Colorado, appointing selected applicants to serve on the Open Space and Recreation Advisory Committee – with the following members being appointed: Chris Cohen, Ernest Saegar, Phillip Kirkman, Jessica Foulis, and Ryan Gilmer as alternate." 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.

2. PUBLIC HEARING: Adoption of the 2024 Revised Budget and 2025 Budget
Jill Kane presented all budgeted items.
Resolution 79, Series 2024, "A Resolution Reappropriating Funds To The Various Funds And Spending Agencies, In The Amounts And For The Purpose As Set Forth Below For The Town Of Eagle, Colorado For The 2024 Budget Year."
- a.

MOTION: Council Member Bryan Woods motioned to approve Resolution 79, Series 2024, "A Resolution Reappropriating Funds To The Various Funds And Spending Agencies, In The Amounts And For The Purpose As

Set Forth Below For The Town Of Eagle, Colorado For The 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.

- b. Resolution 80, Series 2024, “A Resolution Summarizing Expenditures And Revenues For Each Fund And Adopting A Budget For The Town Of Eagle, Colorado For The Calendar Year Beginning On The 1st Day Of January 2025, And Ending On The Last Day Of December 2025.”

MOTION: Council Member Bryan Woods motioned to approve Resolution 80, Series 2024, “A Resolution Summarizing Expenditures And Revenues For Each Fund And Adopting A Budget For The Town Of Eagle, Colorado For The Calendar Year Beginning On The 1st Day Of January 2025, And Ending On The Last Day Of December 2025.” . 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.

- c. Resolution 81, Series 2024, “A Resolution Appropriating Funds To The Various Funds And Spending Agencies, In The Amounts And For The Purpose As Set Forth Below For The Town Of Eagle, Colorado, For The 2025 Budget Year.”

MOTION: Council Member Bryan Woods motioned to approve Resolution 81, Series 2024, “A Resolution Appropriating Funds To The Various Funds And Spending Agencies, In The Amounts And For The Purpose As Set Forth Below For The Town Of Eagle, Colorado, For The 2025 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.

- d. Resolution 90, Series 2024, "A Resolution Leving General Property Taxes For the Year 2024, To Help Defray the Costs of Government For the Town of Eagle, Colorado, For the 2025 Budget Year."

MOTION: Council Member Bryan Woods motioned to approve Resolution 90, Series 2024, "A Resolution Leving General Property Taxes For the Year 2024, To Help Defray the Costs of Government For the Town of Eagle, Colorado, For the 2025 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. Resolution 87, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Professional Services Agreement with the Adam Palmer Sustainability Fund"

Council Member Geoff Grimmer stepped down for this item as he is the Executive Director for the Adam Palmer Foundation.

MOTION: Mayor Scott Turnipseed motioned to approve Resolution 87, Series 2024 "A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Professional Services Agreement with the Adam Palmer Sustainability Fund" . The motion was seconded and passed with a vote of 7 in favor (Kerst, Turnipseed, Bodenhemier, Sunday, Woodworth Foral, and Woods), 1 abstain (Grimmer) and 0 opposed.

4. PUBLIC HEARING: Land Use File: AN23-01 West Eagle Housing Annexation, Zoning, Preliminary Plan/Final Plat, and Major Development Permit (*Withdrawn*)

5. West Eagle Sub Area Plan Discussion
Peyton Heitzman presented this item.

Staff will return to council with alternatives for the process and public outreach campaign. A future work session was suggested for further discussion about this plan and others that may need review.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

Council Member Bryan Woods would like to see a modification of our guidelines regarding employment of relatives for boards and commissions to include more explicit language.

Council Member Geoff Grimmer noted that our strategic plan could use a refresh.

Mayor Scott Turnipseed thanked council and staff and wished everyone a happy holiday season.

EXECUTIVE SESSION 6:50 PM

- MOTION:** Mayor Scott Turnipseed motioned to enter into Executive Session pursuant to 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/or instruct negotiators, as it relates to the Town Attorney contract and further moved to
1. conclude the regular meeting upon the adjournment of the Executive Session. 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.

ADJOURN - 7:20 PM

MOTION: Council Member Mikel Kerst motioned to adjourn. 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.

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
DECEMBER 2024**

GENERAL FUND

Town Council

Pinnacol Assurance	Workers Compensation	\$	15.50
Turnipseed, Scott	Travel Expense		1,502.21
Woods, Bryan	Travel Expense		1,138.27
CO DOLA	Tuition & Books		21.22
Total Town Council		\$	2,677.20

General Government

Pinnacol Assurance	Worker's Compensation	\$	172.76
CEBT	Health & Life Ins. Payable		3,811.96
Rocky Mountain Reserve LLC	Health & Insurance Benefits		420.69
Standard Insurance Company	Health & Life Ins. Payable		217.03
Costco	Office Supplies		33.21
Amazon	Professional Services		512.04
Booth, Christopher	Professional Services		699.99
KLJ Engineering LLC	Professional Services		1,320.00
Walking Mountains Science Center	Professional Services		6,859.00
Hoffman, Parker, Wilson & Carberry PC	Legal - General		3,165.00
King Soopers Customer Charges	Meeting Expense		70.19
Red Canyon Cafe	Meeting Expense		35.00
Sweet Coloradough	Meeting Expense		36.00
Village Bagel	Meeting Expense		132.00
Crawlin' To A Cure	Public Relations		55.00
Flower Hound	Public Relations		100.00
The Gallery Collection	Public Relations		742.76
American Planning Assoc	Tuition & Books		5.00
Elected Leaders Collective	Tuition & Books		13.38
Total General Government		\$	18,401.01

General Administration

Carey, Bruce	Utility Overpayment Refund	\$	107.87
Cochran, Kay	Utility Overpayment Refund		175.18
King, Matthew	Utility Overpayment Refund		259.01
Skjonsby, Jack	Utility Overpayment Refund		27.54
Tadlock, Stephanie Or Robert	Utility Overpayment Refund		77.72
Co Chapter ICC	Other Prepaid Expenses		279.18
GM Asphalt Repair	Retainage Payable		29,640.87
Greater Eagle Fire Protection Dist.	Fire Impact Fees Payable		173,392.56
Dillon Companies LLC	Restitution Payable		39.29
Colorado State Treasurer	State Unemployment Payable		3,144.79
CEBT	Health & Life Ins. Payable		(1,804.00)
Family Support Registry	Misc. Deductions Payable		146.76
Almanza, Carol	Facility Usage Deposit Refund		375.00

General Administration (Cont.)

Carrasco, Heriberto	Facility Usage Deposit Refund	261.12
Chavez, Adilene	Facility Usage Deposit Refund	750.00
Cornelio, Maria	Facility Usage Deposit Refund	357.46
Moser, Kelly	Facility Usage Deposit Refund	750.00
Native Electric	Facility Usage Deposit Refund	750.00
Nature Ninja	Facility Usage Deposit Refund	1,025.00
On-Site Veterinary	Facility Usage Deposit Refund	750.00
Portillo Ramirez, Victor	Facility Usage Deposit Refund	375.00
Ruiz Hernandez, Nancy	Facility Usage Deposit Refund	750.00
Varela, Maria	Facility Usage Deposit Refund	375.00
Venzor, Rosa	Facility Usage Deposit Refund	375.00
Welch, Amanda	Facility Usage Deposit Refund	1,125.00
Youth Power 365	Facility Usage Deposit Refund	750.00
Lifetime Home Remodeling	Building Permits Refund	167.30
Pinnacol Assurance	Worker's Compensation	185.70
CEBT	Health & Life Ins. Payable	7,958.72
Rocky Mountain Reserve LLC	Health & Insurance Benefits	564.76
Standard Insurance Company	Health & Life Ins. Payable	267.95
Amazon Capital Services	Office Supplies	87.00
Costco	Office Supplies	188.22
Flower Hound	Employee Appreciation	100.00
Mail Chimp	Dues & Subscriptions	132.00
Founders Place Condo Association	Employee Housing Rental Exp	517.00
Trybe Property Management LLC	Employee Housing Rental Exp	551.55
Chase Paymentech	C.C. Transaction Fees	183.50
Xpress Bill Pay	C.C. Transaction Fees	54.66
Employer's Council Services, Inc.	Professional Services	601.25
Hoffman, Parker, Wilson & Carberry Pc	Legal	90.00
Maggard & Hood, Pc	Auditing & Accounting	15,000.00
Caselle, Inc.	Computer Support	1,767.04
Xpress Bill Pay	Computer Support	50.00
Amazon	Meeting Expense	487.41
City Market	Meeting Expense	41.95
Red Canyon	Meeting Expense	37.95
Sweet Mountains	Meeting Expense	137.50
Cirsa	Insurance - Pavilion	1,286.55
Total General Administration		\$ 244,713.36

Community Development

Pinnacol Assurance	Worker's Compensation	\$ 843.52
CEBT	Health & Life Ins. Payable	8,414.38
Rocky Mountain Reserve LLC	Health & Insurance Benefits	928.48
Standard Insurance Company	Health & Life Ins. Payable	357.45
Fleet Services	Vehicle Fuel	107.32
American Planning Assoc	Dues & Subscriptions	35.90
Wave Pro	Dues & Subscriptions	16.00

Community Development (Cont.)

Baseline Engineering Corporation	Professional Services	416.84
McCool Development Solutions, LLC	Professional Services	1,820.50
Baseline Engineering Corporation	Planning Reimbursable	2,579.75
Column	Planning Reimbursable	(44.40)
Garfield & Hecht, P.C.	Planning Reimbursable	17,098.50
Hoffman, Parker, Wilson & Carberry Pc	Planning Reimbursable	5,105.00
Kipp Land Surveying LLC	Planning Reimbursable	1,550.00
LRE Water	Planning Reimbursable	27,949.50
McCool Development Solutions, LLC	Planning Reimbursable	5,953.50
Mott MacDonald	Planning Reimbursable	1,661.50
Hoffman, Parker, Wilson & Carberry PC	Legal	2,442.50
King Soopers Customer Charges	Meeting Expense	78.70
GBCI	Tuition & Books	250.00
Total Community Development	\$	77,564.94

Municipal Court

Pinnacol Assurance	Worker's Compensation	\$ 18.00
CEBT	Health & Life Ins. Payable	259.71
Rocky Mountain Reserve LLC	Health & Insurance Benefits	17.53
Standard Insurance Company	Health & Life Ins. Payable	8.45
Caselle, Inc.	Computer Support	286.29
Johnson, Erik A.	Tuition & Books	235.00
Johnson, Erik A.	Contract Payments	375.00
Total Municipal Court	\$	1,199.98

Streets

Pinnacol Assurance	Worker's Compensation	\$ 7,628.65
CEBT	Health & Life Ins. Payable	5,028.54
Rocky Mountain Reserve LLC	Health & Insurance Benefits	876.44
Standard Insurance Company	Health & Life Ins. Payable	314.69
Amazon Capital Services	Office Supplies	14.32
Nunley, Connie	Office Supplies	14.32
Consolidated Electrical Distributors Inc	Repair & Maintenance Supplies	2,424.00
Ennis-Flint, Inc.	Repair & Maintenance Supplies	19,992.62
Glenwood Springs Auto Parts Inc (Napa)	Repair & Maintenance Supplies	105.42
Grainger	Repair & Maintenance Supplies	38.77
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	190.91
Lawson Products	Repair & Maintenance Supplies	778.60
United Rentals (North America) Inc	Repair & Maintenance Supplies	62.42
Wylaco Supply Co	Repair & Maintenance Supplies	54.27
Collett Enterprises	Vehicle Repair & Maintenance Supplies	86.63
Glenwood Springs Auto Parts Inc (Napa)	Vehicle Repair & Maintenance Supplies	1,018.42
Transwest Trucks	Vehicle Repair & Maintenance Supplies	815.56
Fleet Services	Vehicle Fuel	3,968.92
O.J. Watson Company, Inc.	Equipment (Non-Capital)	2,281.04
Holy Cross Energy	Utility Services	5,448.54

Streets (Cont.)

KLJ Engineering LLC	Professional Services	20,038.77
Thompson Welding	Repair & Maintenance Services	25.00
United Rentals (North America) Inc	Repair & Maintenance Services	163.26
Utility Notification Center Of Colorado	Repair & Maintenance Services	15.48
Column	Street Resurfacing	62.04
GM Asphalt Repair	Street Resurfacing	2,261.00
Caselle, Inc.	Computer Support	18.85
Procom	CDL Testing	60.00
Total Streets		\$ 73,787.48

Public Safety

Pinnacol Assurance	Worker's Compensation	\$ 19,929.99
CEBT	Health & Life Ins. Payable	27,792.43
Rocky Mountain Reserve LLC	Health & Insurance Benefits	2,097.64
Standard Insurance Company	Health & Life Ins. Payable	966.35
Amazon Capital Services	Office Supplies	60.74
Vistaprint	Office Supplies	41.98
Adamson Police Products	Operating Supplies	566.00
Zero9 Holsters	Operating Supplies	512.40
Amazon Capital Services	Uniforms	354.26
Blauer Manufacturing	Uniforms	166.96
Galls, LLC	Uniforms	1,293.30
Garmont North America	Uniforms	119.00
Safariland, LLC	Uniforms	453.81
U.S. Armor Corporation	Uniforms	3,689.27
Amazon Capital Services	Vehicle Repair & Maintenance Supplies	12.95
Auto Zone, Inc	Vehicle Repair & Maintenance Supplies	393.21
Fleet Services	Vehicle Fuel	3,723.65
USPS	Communication & Shipping	6.20
Indeed	Recruitment	85.57
Courtyard	Travel	585.52
Ramada Inn	Travel	710.00
Capitol Public House	Meeting Expense	75.63
Casa Mexico	Meeting Expense	42.21
Gourmet Cowboy Catering & Events	Meeting Expense	1,466.04
IACP	Tuition & Books	445.00
Eagle County Animal Control	Animal Control	13,834.00
Steven A. Nofziger	Contract Payments	100.00
Transunion Risk & Alternative Data Solution	Contract Payments	109.00
Cirsa	Insurance	5,000.00
Total Public Safety		\$ 84,633.11

Buildings & Grounds

Pinnacol Assurance	Worker's Compensation	\$ 4,551.36
CEBT	Health & Insurance Benefits	9,160.48
Rocky Mountain Reserve LLC	Health & Insurance Benefits	759.58

Buildings & Grounds (Cont.)

Standard Insurance Company	Health & Life Ins. Payable	238.05
Amazon Capital Services	Office Supplies	14.31
Nunley, Connie	Office Supplies	14.32
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	338.43
Rexel USA, Inc	Repair & Maintenance Supplies	89.57
Collett Enterprises	Vehicle Repair & Maintenance Supplies	86.62
Fleet Services	Vehicle Fuel	916.81
Amazon Capital Services	Equipment (Non-Capital)	152.89
Christmas Designers.Com LLC	Equipment (Non-Capital)	20,868.00
Display Sales	Equipment (Non-Capital)	10,625.00
Black Hills Energy	Utility Services	5,837.03
Holy Cross Energy	Utility Services	6,615.55
Jerrymaster Janitorial	Janitorial Maint. Contracts	2,158.00
Native Electric	Repair & Maintenance Services	365.50
Sno-White Linen Rental	Repair & Maintenance Services	308.28
United Rentals (North America) Inc	Repair & Maintenance Services	5,095.92
Venzor Carpet Cleaning	Repair & Maintenance Services	388.88
Caselle, Inc.	Computer Support	18.85
Total Buildings & Grounds		\$ 68,603.43

Information Center

Pinnacol Assurance	Worker's Compensation	\$ 7.98
Walmart	Operating Supplies	148.93
Total Information Center		\$ 156.91

Events

Pinnacol Assurance	Worker's Compensation	\$ 1,257.62
CEBT	Health & Life Ins. Payable	2,386.82
Rocky Mountain Reserve LLC	Health & Insurance Benefits	210.35
Standard Insurance Company	Health & Life Ins. Payable	83.91
Amazon	Office Supplies	77.97
Apple	Dues & Subscriptions	12.02
Canva	Dues & Subscriptions	14.99
Dot Zero Multimedia	Media	80.00
Canela Coffee	Meeting Expense	54.39
Yeti's Grind	Meeting Expense	7.02
CBI Online	Event Production	6.00
Endorphin	Event Production	250.00
Gypsum Eagle Ace Hardware	Event Production	30.36
Kaleidoscope Productions	Event Production	2,000.00
Signature Signs Inc	Event Production	324.00
St Clare Of Assisi Parish	Event Production	250.00
Total Events		\$ 7,045.45

Engineering

Pinnacol Assurance	Worker's Compensation	\$ 2,296.32
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Engineering (Cont.)

CEBT	Health & Life Ins. Payable	4,406.69
Rocky Mountain Reserve LLC	Health & Insurance Benefits	286.31
Standard Insurance Company	Health & Life Ins. Payable	138.78
Amazon Capital Services	Office Supplies	14.31
Nunley, Connie	Office Supplies	14.32
Wylaco Supply Co	Operating Supplies	228.80
Gypsum Eagle Ace Hardware	Vehicle Repair & Maintenance Supplies	19.98
Hoffman, Parker, Wilson & Carberry PC	Legal	90.00
Bluebeam	Computer Support	440.00
Total Engineering	\$	7,935.51

Information Technology

Pinnacol Assurance	Worker's Compensation	\$ 59.64
CEBT	Health & Life Ins. Payable	2,461.69
Rocky Mountain Reserve LLC	Health & Insurance Benefits	186.98
Standard Insurance Company	Health & Life Ins. Payable	94.77
Amazon Capital Services	Office Supplies	72.16
Aspen Wireless Technologies, Inc.	Equipment (Non-Capital)	1,159.53
Century Link	Utility Services	6,085.44
Verizon Wireless, Bellevue	Utility Services	2,547.15
Aspen Wireless Technologies, Inc.	Professional Services	175.00
All Mountain Technologies, LLC	Computer Support	19,287.76
Aspen Wireless Technologies, Inc.	Computer Support	1,362.50
Greystone Technology	Computer Support	30.00
Mammoth Networks	Computer Support	510.00
TEC Integration, Inc.	Computer Support	200.00
Brush Creek Saloon	Meeting Expense	38.00
Capitol Public House	Meeting Expense	112.44
Pazzo's	Meeting Expense	325.74
Professional Document Solutions, Inc.	Contract Payments	322.96
Xerox Financial Services LLC	Contract Payments	2,759.42
Total Information Technology	\$	37,791.18

Communication & Marketing

Pinnacol Assurance	Worker's Compensation	\$ 29.08
CEBT	Health & Life Ins. Payable	954.24
Rocky Mountain Reserve LLC	Health & Insurance Benefits	116.86
Standard Insurance Company	Health & Life Ins. Payable	51.41
Colorado Mtn. News Media	Media	867.99
Total Communication & Marketing	\$	2,019.58

Total GENERAL FUND**\$ 626,529.14****CAPITAL IMPROVEMENTS FUND**

GM Asphalt Repair	Retainage Payable	\$ 1,050.00
Schofield Excavation	Retainage Payable	52,358.57

CAPITAL IMPROVEMENTS FUND (Cont.)

Lifetime Home Remodeling	Use Tax	85.10
J A Tellez Construction LLC	Town Parks Improvement	19,794.00
Water Technology Group	Town Parks Improvement	22,498.00
Aspen Wireless Technologies, Inc.	IT Improvements	80,383.27
Sterling Steele, LLC	IT Improvements	3,900.00
Consolidated Electrical Distributors Inc	Street Lights	3,714.46
Column	Street Replacement- Howard St	70.84
Martin/Martin Consulting Engineers	Street Replacement- Capitol St	12,647.88
Mead & Hunt	Grand Avenue Improvements	690.00
Stolfus & Associates	Grand Avenue Improvements	185,354.63
Amazon Capital Services	Multi Purpose Truck	1,492.50
Kustom Signals	Patrol Vehicles	115.00
Total CAPITAL IMPROVEMENTS FUND	\$	384,154.25

WASTE WATER FUND

Schofield Excavation	Retainage Payable	\$ 14,700.93
Pinnacol Assurance	Worker's Compensation	3,334.84
CEBT	Health & Life Ins. Payable	6,394.71
Rocky Mountain Reserve LLC	Health & Insurance Benefits	550.10
Standard Insurance Company	Health & Life Ins. Payable	252.65
Gypsum Eagle Ace Hardware	Operating Supplies	77.92
Polydyne Inc.	Operating Supplies	7,590.00
Carhartt	Uniforms	145.13
Grainger	Uniforms	536.92
Sutherland, Steve	Uniforms	154.85
Tractor Supply Company	Uniforms	387.94
American Mechanical Services	Repair & Maintenance Supplies	3,371.00
ATCO International	Repair & Maintenance Supplies	180.05
Browns Hill Engineering	Repair & Maintenance Supplies	1,533.28
Canla Services LLC	Repair & Maintenance Supplies	490.00
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	29.22
Glenwood Springs Auto Parts Inc (Napa)	Repair & Maintenance Supplies	20.42
Grainger	Repair & Maintenance Supplies	339.85
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	132.04
Industrial Service Solutions, LLC	Repair & Maintenance Supplies	50.00
USA Blue Book	Repair & Maintenance Supplies	479.03
Water Technology Group	Repair & Maintenance Supplies	1,838.90
Glenwood Springs Auto Parts Inc (Napa)	Vehicle Repair & Maintenance Supplies	519.98
O.J. Watson Company, Inc.	Vehicle Repair & Maintenance Supplies	132.14
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies	1,592.62
Fleet Services	Vehicle Fuel	189.72
Nextrust Inc	Communication & Shipping	303.30
Black Hills Energy	Utility Services	10,078.04
Holy Cross Energy	Utility Services	18,119.95
Indeed	Recruitment	89.96
Chase Paymentech	C.C. Transaction Fees	791.54

WASTE WATER FUND (Cont.)

Xpress Bill Pay	C.C. Transaction Fees	464.59
Eagle Embroidery Inc.	Professional Services	90.00
Vranesh And Raishch, Llp	Legal & Audit	1,930.00
Denali Water Solutions LLC	Sludge Disposal	8,088.89
American Mechanical Services	Repair & Maintenance Services	1,415.00
Browns Hill Engineering	Repair & Maintenance Services	380.00
Canla Services LLC	Repair & Maintenance Services	810.00
Industrial Service Solutions, LLC	Repair & Maintenance Services	2,765.00
Two Valley Tire LLC	Repair & Maintenance Services	941.50
Utility Notification Center Of Colorado	Repair & Maintenance Services	15.48
Caselle, Inc.	Computer Support	239.66
Eagle River Water & Sanitation District	Testing & Permits	5,571.00
SGS North America Inc	Testing & Permits	4,371.08
American Mechanical Services	Contract Payments	808.00
Browns Hill Engineering	Contract Payments	2,066.20
Intermountain Systems	Contract Payments	407.00
Eagle County	Capital Expenditures	52.00
Mott Macdonald	Capital Expenditures	63,754.75
Town of Eagle	Capital Expenditures- Solar Array	425.00
Yearout Energy Services Co LLC	Capital Expenditures	511,148.15
Mott MacDonald	WW Treatment Plant Improvement	1,625.00
Gypsum Eagle Ace Hardware	Pickup Trucks	25.04
Signature Signs Inc	Pickup Trucks	126.70
Wylaco Supply Co	Pickup Trucks	435.58
Total WASTE WATER FUND	\$	682,362.65

WATER FUND

Schofield Excavation	Retainage Payable	\$ 51,740.37
Genesis Property, LLC	Water Materials & Other	3,420.00
Pinnacol Assurance	Worker's Compensation	4,921.40
CEBT	Health & Life Ins. Payable	9,352.54
Rocky Mountain Reserve LLC	Health & Insurance Benefits	805.07
Standard Insurance Company	Health & Life Ins. Payable	343.83
Amazon Capital Services	Office Supplies	24.97
Core & Main Lp	Operating Supplies	1,141.47
Grainger	Operating Supplies	48.93
PVS DX Inc	Operating Supplies	250.00
Carhartt	Uniforms	145.14
Tractor Supply Company	Uniforms	221.98
Amazon	Repair & Maintenance Supplies	114.50
Core & Main Lp	Repair & Maintenance Supplies	8,014.06
Cummins Sales And Service	Repair & Maintenance Supplies	803.57
Grainger	Repair & Maintenance Supplies	128.95
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	225.93
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies	562.68
Fleet Services	Vehicle Fuel	263.87

WATER FUND (Cont.)

Ferguson Enterprises, Inc.	Meter Related Items	17,160.00
Nextrust Inc	Communication & Shipping	303.30
AmeriGas	Utility Services	5,986.88
Black Hills Energy	Utility Services	225.34
Holy Cross Energy	Utility Services	15,924.42
Indeed	Recruitment	134.95
Chase Paymentech	C.C. Transaction Fees	1,327.00
Xpress Bill Pay	C.C. Transaction Fees	669.56
Garfield & Hecht, P.C.	Legal	775.00
Badger Daylighting Corp	Repair & Maintenance Services	7,424.78
Blue Monster Service LLC	Repair & Maintenance Services	135.00
Cummins Sales And Service	Repair & Maintenance Services	4,140.75
Nottingham Excavating & Trucking Inc	Repair & Maintenance Services	10,651.84
Two Valley Tire LLC	Repair & Maintenance Services	276.50
Utility Notification Center Of Colorado	Repair & Maintenance Services	15.48
Eagle River Water & Sanitation District	Testing & Permits	434.00
SGS North America Inc	Testing & Permits	584.57
Caselle, Inc.	Computer Support	239.66
Ferguson Enterprises, Inc.	Computer Support	4,024.00
PSI	Tuition & Books	104.00
Browns Hill Engineering	Contract Payments	8,264.80
Hach Company	Equipment Purchase	11,180.70
Outdoor Services Inc	Contract Payments	1,400.00
Town of Eagle	Capital Expenditures-Solar Array	75.00
Yearout Energy Services Co LLC	Capital Expenditures	(400,484.78)
Mott MacDonald	Tank Replacement	6,766.67
Phoenix Industries Ltd	Tank Replacement	227,612.49
SEH Design/Build Inc	Tank Replacement	4,437.75
USA Blue Book	Main Replacement/Brush Creek	1,390.74
Water Technology Group	Main Replacement/Brush Creek	71,587.63
Martin/Martin Consulting Engineers	Water Line Improvements	12,647.87
Wells Fargo - Comm'l Operations	Water Rev Bond Principal-2013	266,037.03
Wells Fargo - Comm'l Operations	Debt Service Interest	3,963.95
Total WATER FUND		\$ 367,946.14

REFUSE FUND

Pinnacol Assurance	Worker's Compensation	\$ 266.12
Nextrust Inc	Communication & Shipping	303.30
Chase Paymentech	C.C. Transaction Fees	186.25
Xpress Bill Pay	C.C. Transaction Fees	163.97
Blue Monster Service LLC	Repair & Maintenance Service	135.00
Vail Honeywagon	Repair & Maintenance Service	421.50
Caselle, Inc.	Computer Support	239.65
Vail Honeywagon	Contract Services	157,086.50
Total REFUSE FUND		\$ 158,802.29

STORM WATER FUND

Nexttrust Inc	Communication & Shipping	\$	303.29
Chase Paymentech	C.C. Transaction Fees		23.28
Xpress Bill Pay	C.C. Transaction Fees		13.67
Total STORM WATER FUND		\$	340.24

BROADBAND FUND

Hoffman, Parker, Wilson & Carberry PC	Legal	\$	45.00
Thermo-Fluids, Inc.	Repair & Maintenance Service		163.40
Aspen Wireless Technologies, Inc.	Computer Support		3,489.00
Total BROADBAND FUND		\$	3,697.40

STCIF

GM Asphalt Repair	Retainage Payable	\$	3,977.10
Dynamic Program Management, LLC	Multi-Use Rec Facilities		11,695.31
Ground Engineering Consultants	Multi-Use Rec Facilities		11,380.00
JHL Constructors Inc	Multi-Use Rec Facilities		1,233,696.01
Ohlson Lavoie Corporation	Multi-Use Rec Facilities		7,322.76
GM Asphalt Repair	Paved Path Improvements		27,014.20
Vail Valley Mountain Trails Alliance	Town Park Improvements		35,582.44
Total STCIF		\$	1,330,667.82

OPEN SPACE FUND

Pinnacol Assurance	Worker's Compensation	\$	1,055.08
CEBT	Health & Life Ins. Payable		1,170.11
Rocky Mountain Reserve LLC	Health & Insurance Benefits		132.05
Standard Insurance Company	Health & Life Ins. Payable		67.79
Glenwood Springs Auto Parts Inc (Napa)	Repair & Maintenance Supplies		32.99
Recycle Across America	Repair & Maintenance Supplies		58.55
Fleet Services	Vehicle Fuel		118.59
Hoffman, Parker, Wilson & Carberry Pc	Legal		900.00
Vail Honeywagon	Repair & Maintenance Services		289.62
Vail Valley Mountain Trails Alliance	Trail Repair & Maintenance		8,376.52
Ero Resources Corporation	Habitat & Riparian Restoration		1,683.85
Vail Valley Mountain Trails Alliance	Trail Construction		52,796.49
Total OPEN SPACE FUND		\$	66,681.64

DDA FUND

Colorado Mtn. News Media	Professional Services	\$	434.00
Hoffman, Parker, Wilson & Carberry Pc	Legal		900.00
Total DDA FUND		\$	1,334.00

Total		\$	3,622,515.57
Payroll		\$	622,979.84
Grand Total		\$	4,245,495.41



To: Mayor Turnipseed and Town Council
From: Nikki Davis, Economic Development & Housing Specialist
Date: January 14, 2025
Agenda Item: Resolution 01, 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Town of Eagle Employee Housing Guidelines and Lease Template"

REQUEST: The request is for Town Council to review and consider approving the proposed Employee Housing Guidelines (guidelines) and lease template (lease).

BACKGROUND: In January 2024, the Council adopted the Town of Eagle Employee Housing Policy via Resolution 06-2024 ([link](#)). The policy guides investment and resource allocation aimed at providing local housing solutions for the Town's growing workforce. Presently, the Town administers two units – one leased and one owned by the organization. To help administer the Town's portfolio of employee housing, staff have prepared a set of guidelines and a lease. During the November 12, 2024 Town Council meeting, staff gathered feedback on the draft guidelines and lease.

ANALYSIS: To inform the drafts, staff researched employee housing documents from Eagle County School District, Eagle River Water and Sanitation District, Eagle County, Town of Vail, and the Town of Jackson. During the course of legal review, the following items were updated to comply with the Fair Housing Act (FHA) and common landlord-tenant practice.

- **Guidelines, Section 2:** Tenant Selection Priority Criteria.

Language Change: Per FHA, the following description, or similar characterization of an 'essential worker' is considered discriminatory therefore, it has been removed -

- *An individual who responds immediately to public health and safety services or performs work with public infrastructure services.*

- **Guidelines, Section 4:** Contract.

Language Change: The first reading of the draft guidelines and lease proposed a minimum term of at least 31 days and up to 11 months. While federal and state landlord-tenant laws continue to evolve, a 12-month lease is still widely considered standard practice. The 12-month term is incorporated into the final drafts of the guidelines and lease.

- **Guidelines, Section 4:** Pet Policy.

Language Change: There is transparency regarding the protection of pets as permitted by the Americans with Disabilities Act.

- **Lease Template.**

The lease template presented for approval is provided by the Town Attorney's office and satisfies the intentions of the current employee housing program. Employee housing tenant files will be updated to reflect the approved lease.

Lastly, similar to the Local Employee Residency Program (LERP) Guidelines, all employee housing program documents will be subject to periodic review to assess effectiveness and relevance.

COMMUNITY INPUT: Community input was not gathered for this matter.

BUDGET / STAFF IMPACT: Staff will conduct annual review of budget appropriations to sustain current and future employee housing investments. When applicable, the Town's investment will be leveraged by grant dollars and other external funding sources, as appropriate. Budget adjustments will also be made to account for incoming revenue from tenants' rent payments.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: The Employee Housing Program documents support the following Strategic Plan objectives:

- Strengthen Town Organization and Culture.
 - Build capacity of existing staff through strategic investment.
- (2022 Addition) Commit to buy, or lease as a secondary option, one unit per year.

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to approve or deny Resolution 01, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Town of Eagle Employee Housing Guidelines and Lease Template".

ATTACHMENTS:

1. Resolution 01, Series 2025
2. Employee Housing Guidelines, dated January 2025
3. Employee Housing Lease Template



Town of Eagle
Employee Housing Guidelines

Dated January 2025

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DEFINITIONS

Department Lead: Individuals who head essential Town departments and are responsible for overseeing the operations and management of their respective departments, ensuring effective governance and administration.

Employee, full-time. An individual working 30 or more hours per week.

Employee, part-time. An individual working between 20-29 hours per week.

Employee, seasonal. An individual that is hired for a specific period during the year to meet the Town's temporary needs.

Essential Department. Town Manager, Assistant Town Manager, Public Safety, Finance, Community Development, Human Resources, Public Works, Town Clerk.

Principal Place of Residence. The home or place in which one's habitation is fixed, and to which one intends to return after a departure or absence from that place. In determining a Principal Place of Residence, the Town shall consider the criteria outlined in C.R.S. § 31-10-201(3), as amended.

Program Administrator. The administrator of the Town of Eagle Employee Housing Program.

SECTION 1: INTRODUCTION

Purpose. The purpose of the Town of Eagle Employee Housing Guidelines (the "Guidelines") is to provide a transparent and equitable framework for ensuring attainable, accessible, and secure housing for Town employees. These Guidelines aim to support the recruitment and retention of a talented workforce, enhance economic stability, and foster a strong sense of community by offering housing solutions that meet the diverse needs of our employees and their families. Through these efforts, the Town strives to improve its employees' quality of life and promote the Town's sustainable growth and development. Furthermore, proper administration of the units protects the Town's investment in its housing portfolio.

The Town does not discriminate based on disability status, race, color, religion, sex, disability, familial status, sexual orientation, or national origin in admission or access to, treatment or employment in, its federal or state-assisted programs and activities. The Town adheres to all Equal Housing Opportunity guidelines. The Town encourages and supports a program in which there are no barriers to obtaining housing because of handicap, race, color, religion, sex, familial status, sexual orientation, or national origin.

Administration. The Town owns or leases several local workforce housing units to attract and retain high-quality employees. These properties are available for rent to employees who meet the eligibility requirements and adhere to the guidelines and restrictions outlined herein.

The Town reserves the right to amend or modify these Guidelines without notice. The Town reserves the right to lease the properties at rental amounts and under terms and conditions deemed necessary or advisable by the Town Manager. These Guidelines are intended to establish a recommended procedure

for leasing the units and do not create any property interest or legally enforceable right for any individual to rent or occupy the units.

SECTION 2: ELIGIBILITY, OCCUPANCY, APPLICATION, SELECTION

Eligible Employee. Any employee is eligible to apply for available units. Full-time employees shall have priority. If there is insufficient interest from full-time employees and units are still available, part-time and seasonal employees will be eligible.

Occupancy. The units must be occupied by at least one employee as their principal place of residence. The Town's goal is to have every bedroom utilized at all times. Short-term rental of units or bedrooms (including Airbnb, VRBO, HomeAway, or similar platforms) is prohibited.

Household Size. The total number of persons in a household is counted in determining the unit size for which applicants may qualify. The priority is a minimum of one employee per bedroom. At most, two occupants per bedroom will be permitted.

Examples of household size include, but are not limited to:

- i. Two Employees would qualify for a 1- or 2-bedroom unit.
- ii. Three Employees would be eligible for a 2- or 3-bedroom unit.

Application. Housing will be allocated through an application process to ensure fairness while balancing the Town's and its employees' needs. Interested employees must submit an Employee Housing Request Form. This form requests housing based on the employee's needs; it is not a mechanism to request specific units. The form can be submitted to the Program Administrator at any time.

Selection. Applicants will be contacted based on the Tenant Selection Priority Criteria as described below. Selected employees will have 5 days to respond and sign a lease for the unit. Employees who cannot take the unit will remain on a waiting list. The Program Administrator may conduct a randomized drawing if any applications are tied. Each applicant may witness the drawing.

Tenant Selection Priority Criteria. The following criteria will be used to select an employee as a tenant:

- i. First Priority: An individual who is a full-time Department Lead.
- ii. Second Priority: An individuals who is a full-time Town employee.
- iii. Third Priority: An individual who is a part-time Town employee.
- iv. Fourth Priority: An individual who is a seasonal Town employee.

Room Selection. Based on availability, the tenant may preview and select which bedroom they wish to occupy on a first-come, first-served basis.

SECTION 3: RENTAL RATE STANDARDS

Rental Rate. Rental rates are designated per bedroom and include certain utilities. The larger, primary bedroom and bath are set at a monthly rate of \$1,500. The second bedroom and bath are set at a monthly rate of \$1,400. Tenants renting the full unit shall pay a monthly rate of \$2,900.

Rent Payments. Rent payments are collected via payroll deduction during the first pay period of the month. In the event of termination, all outstanding employee housing fees shall be deducted from the employee's last paycheck.

Utilities. Utilities of water, sewer, gas and/or electric, trash removal, and snow removal will be included in the monthly rental rate and collected via payroll deduction.

Amenities. Amenities vary depending on the location and type of property. Additional amenities such as garages, parking, and storage that may not be included in the rental rate are the tenant's responsibility.

Security Deposit. Security deposits are due at the time of lease signing. The security deposit equals one month's rent, or an amount determined by the Program Administrator. Accepted payment methods include personal checks, A.C.H. debit, and payroll deductions. Security deposits are tracked and refunded upon move-out, minus any costs incurred to restore the property to its original condition, normal wear and tear excepted, and any outstanding utility bills. If an employee moves from one Town unit to another, the net balance of the previous rental's security deposit (after deducting any damages or cleaning costs) will be applied to the security deposit for the new rental unit. When the rent increases, the tenant shall pay a proportionate increase in the security deposit.

SECTION 4: TENANT RESPONSIBILITIES

Contract. The Employee Housing Lease Agreement is a legally binding document that further defines the responsibilities of the tenant and the Town.

- I. Leases shall be for a term of at least 30 days and not more than 12 months, with the option to renew annually for a maximum of 3 years. Should a tenant wish to reapply following the end of a lease term, the Town reserves the right to negotiate a month-to-month lease based on the Town's evolving needs.
- II. The tenant must provide written notice of intention to vacate the premises or reapply at the end of their lease agreement at least 30 days before the lease expires.
- III. In case of a room vacancy, the vacancy shall be advertised and filled according to these Guidelines. The Town will consult with any remaining tenants before selecting a new tenant to maximize compatibility between the tenants.
- IV. If a tenant's employment is terminated or the tenant resigns from Town employment while the lease is in effect, they will be given a notice specifying the date they must vacate the unit. The tenant shall be granted no more than 72 hours to vacate the unit.

Premises.

- I. Tenants are responsible for the upkeep and general maintenance of the unit and are subject to additional obligations outlined in the Employee Housing Lease Agreement.

- II. The Town ensures that each unit is clean, and repairs are completed before a tenant moves in. The Town may be responsible for repairs beyond general maintenance, provided such repairs are not required because of an intentional or negligent act or omission by a tenant or their licensee, invitee, or guest.
- III. Employee housing units may include furnishings in addition to appliances customarily associated with rental housing (washer, dryer, refrigerator, microwave, dishwasher, and range). Tenants are not permitted to remove existing furniture or appliances. The Town is not responsible for storing personal items.
- IV. Each tenant must coordinate with the Program Administrator on the move-in date and complete the inspection.
- V. Employee housing units are subject to quarterly inspections by the Town to ensure the units are maintained in accordance with the lease agreement. The inspections will be scheduled with the tenants in advance.
- VI. Tenants must coordinate with the Program Administrator on the move-out date and complete the inspection. Before releasing the security deposit, Buildings & Grounds will inspect the unit to ensure it is in good condition.

Insurance. Tenants are required to maintain a standard renter's insurance policy.

Conflict Resolution. Tenants are encouraged to address issues with roommates promptly. At move-in, roommates should discuss joint living agreements related to shared spaces, cleaning, sleeping times, and food. If a conflict arises and no agreement can be reached, tenants may file a complaint with the Town, and the Town will assist with facilitating a solution, which could include specific guidelines or rules.

Pet Policy. Pets are only allowed in certain units and will be addressed in the leases for such units. In other units, pets are only allowed as expressly permitted by the Americans with Disabilities Act.

SECTION 5: SERVICE, REPAIRS, MALFUNCTIONS

All notices and requests for repairs, installations, services, or security-related matters must be submitted in writing to the Town of Eagle Buildings & Grounds Department. The Town will act with customary diligence to make repairs and reconnections. After receiving the request, the Town shall have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities.

TOWN OF EAGLE
EMPLOYEE HOUSING LEASE AGREEMENT

THIS EMPLOYEE HOUSING LEASE AGREEMENT (the "Lease") is made and entered into as of the ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipal corporation with an address of 200 Broadway, P.O. Box 609, Eagle, CO 81631 (the "Town"), and _____, an individual ("Tenant") (each a "Party" and collectively the "Parties").

WHEREAS, the Town owns or leases the following residential dwelling unit: _____ (the "Premises");

WHEREAS, Tenant is a current Town employee or has accepted an employment offer from the Town;

WHEREAS, the Town wishes to lease the Premises to Tenant and Tenant wishes to lease the Premises from the Town, while Tenant is a Town employee; and

WHEREAS, Tenant acknowledges that this Lease is an employer-provided housing agreement governed by C.R.S. § 13-40-104(5)(a).

1. Premises. The Town hereby leases to Tenant the Premises under the terms of this Lease. Tenant accepts the Premises in "as is" condition.

2. Term and Termination.

a. Tenant's right to occupy the Premises shall commence at 12:00 p.m. on _____ and shall terminate at 12:00 p.m. on _____ (the "Term").

b. Notwithstanding the foregoing, Tenant acknowledges that this Lease is strictly contingent upon continued employment with the Town. Pursuant to C.R.S. § 13-40-104(5)(a), if Tenant's employment with the Town terminates for any reason, this Lease shall terminate, and Tenant shall vacate the Premises no more than 72 hours following termination of employment. Upon Tenant's separation of employment from the Town, all rent and other amounts due and owed to the Town (including damages to the Premises) will be due immediately and may be deducted, in whole or in part, from Tenant's final paycheck.

3. Rent.

a. The monthly rent shall be \$____, due on or before the first day of each month.

b. Tenant shall sign a Payroll Deduction Authorization Form to authorize the deduction of the rent from Tenant's paycheck.

c. Per IRS Publication 5137, the Town must account for taxable benefits on its employee housing; the taxable benefit **is derived** from the difference between the affordable

housing market to the rates charged by the Town. The taxable benefit will be adjusted in conjunction with rents annually.

4. Security Deposit.

a. *Amount.* Prior to move-in, Tenant shall provide the Town with a security deposit in the amount of \$_____ (the "Security Deposit"), which shall be retained by the Town as security for the payment by Tenant of the faithful performance of all the terms, conditions and covenants of this Lease. At no time may Tenant use the Security Deposit in lieu of Rent.

b. *Breach.* If Tenant breaches this Lease, the Town may use the Security Deposit to cover any damage to the Premises or necessary cleaning of the Premises.

c. *Restoration.* If, during the term of this Lease, any portion of the Security Deposit is utilized by the Town pursuant to the rights granted in this Lease, Tenant, upon written notice, agrees to immediately remit to the Town an amount sufficient to restore the Security Deposit to its original amount.

d. *Refund.* The Town shall refund the Security Deposit, without interest, within 60 days after Tenant completely vacates the Premises, provided that Tenant is not in breach of the Lease, there is no damage to the Premises except ordinary wear and tear, and the Premises is left clean.

e. *Abandonment.* If Tenant abandons the Premises, the Town will retain the entire Security Deposit.

5. Utilities. The Town shall be responsible for payment of water, sewer, gas, electric, trash removal, and snow removal for the Premises. Tenant shall be responsible for telephone, cable TV and internet. Tenant shall not use utilities in a wasteful, unreasonable or hazardous manner.

6. Use and Occupancy.

a. The Premises shall only be occupied by Tenant and any other tenants approved by the Town with their own individual lease. Tenant shall not allow guests to stay upon the Premises more than 6 days per month without the prior written consent of the Town. A person shall be considered to be occupying the Premises if the person reasonably appears to be using the Premises as a place to live. Indications of occupancy shall include without limitation: coming and going to the Premises with the use of a key, providing any third-party with the address of the Premises as that person's residential address, receiving mail at the Premises, keeping clothes or personal effects at the Premises, commonly being present in the Premises, or commonly parking the person's vehicle at or near the Premises. A person may establish unauthorized occupancy of the Premises even if that person owns or leases other property.

b. Tenant shall use the Premises for residential purposes, in compliance with all applicable law. Tenant shall comply with all rules and regulations enacted by the Town, and if

the Premises is located within a community governed by a homeowners' association (a "HOA"), any governing documents enacted by the HOA.

c. Tenant shall not make additions or alterations to the Premises (including painting) or install any aerials, antennas, or wiring without obtaining the Town's prior written consent.

d. Access to the Premises will be provided by key entry, or by using a unique code to a keyless lock pad. If an access code is provided, Tenant shall not share the code with other persons who are not lawfully occupying the Premises. If the unit requires keys, Tenant will be provided with two keys. Keys shall not be duplicated and returned at the end of the lease term.

e. Tenant shall be responsible for the actions of Tenant's guests. The Town may exclude or evict guests who, in the Town's judgment, have violated or are about to violate applicable law or this Lease.

f. If Tenant is affected by a crime, Tenant shall notify law enforcement, and Tenant shall provide the Town with the law enforcement agency's incident report number upon request. The Town is not liable to Tenant for injury, damage, or loss caused by criminal conduct of other persons. Tenant shall notify the Town within 24 hours if any police or emergency services visit the Premises.

g. Smoking or vaping of cigarettes, pipes, cigars, other tobacco products or marijuana on the Premises is prohibited. The cultivation of marijuana in any form or the manufacture of marijuana products on the Premises is prohibited.

h. Tenant shall not allow on the Premises any activity that would interfere with the quiet enjoyment by adjacent property owners or tenants of their premises, including without limitation loud noises, loud music, noxious or unpleasant odors, and disorderly conduct.

i. Illegal possession of firearms, ammunitions, explosives, or other dangerous weapons is prohibited in the Premises. Tenant shall notify the Town of any possession of legally-owned firearms prior to such firearms being brought to the Premises.

7. Parking. Tenant shall park only in assigned parking spaces. Parking spaces shall be used for motor vehicles only. All motor vehicles shall be registered and insured at all times. The Town may remove any unauthorized or prohibited motor vehicles or other personal property from parking spaces, without notice to Tenant. In addition, the Town may cause removal of vehicles left on the Premises after expiration or termination of the Lease, at Tenant's expense, and Tenant waives any claim of damages for such removal. Parking of trailers, boats, or campers is prohibited on the Premises.

8. Pets. No pet animals shall be allowed on the Premises at any time. Notwithstanding the foregoing, if Tenant is or becomes an individual with a disability, Tenant may have not more than one registered service animal on the Premises at any time, provided that Tenant provides the

Town with prior notice of the presence of such service animal, together with documentation sufficient to demonstrate to the Town that the animal is a service animal.

OR

8. Pets. Tenant may have the following pet animal on the Premises: _____. No other animals shall be allowed on the Premises at any time, and Tenant shall not replace such pet with any other pet without prior written approval from the Town. For the privilege of keeping such pet on the Premises, Tenant shall pay an additional security deposit of \$_____, and additional monthly rent of \$_____.

9. Maintenance and Repairs.

a. *General.* Tenant shall maintain the Premises, including all landscaping not maintained by an HOA, in good, clean, and sanitary condition and appearance, at Tenant's sole cost. Tenant shall not glue, affix contact paper, adhesive hangers, or anything that will leave a hole larger than a nail to the walls or cabinets of the Premises.

b. *Pests.* At Tenant's expense, Tenant shall keep the Premises free from all pests, including without limitation ants, wasps, mice, roaches, fleas, bedbugs, and spiders.

c. *Mold.* Tenant shall keep all areas of the Premises thoroughly clean and dry. Tenant shall inspect all areas to ascertain if there are any water leaks or signs of water damage. Tenant shall make every effort to ensure that water does not escape from shower or tub enclosures. Tenant shall immediately clean and dry any area where water has accumulated. Tenant shall keep all windows and doors closed during adverse weather or when the Premises is unattended. Tenant shall notify the Town immediately if there is any evidence of visible accumulation of mold-like substances on hard surfaces. Tenant shall clean the accumulated and surrounding areas with soap or detergent and allow the area to dry. Within 24 hours of cleaning the area, Tenant shall apply, according to labeled directions, a disinfectant designed to kill mold-like substances. Within a reasonable time following written notification by Tenant, the Town shall repair water leaks. Tenant hereby indemnifies and holds the Town harmless and releases the Town from any and all claims or actions arising from Tenant's breach of this section and all claims of consequential damages, such as damages to Tenant's personal property or claims of adverse health conditions associated with exposure to mold.

d. *Smoke and Carbon Monoxide Detectors.* Upon move in, the Premises was equipped with functioning smoke and carbon monoxide detection devices. Tenant is responsible for testing the devices regularly and immediately reporting any concerns. If the devices are battery-operated, Tenant is responsible for replacing batteries. Tampering with or removing the devices is prohibited.

e. *Repairs.* All requests for repairs shall be submitted in writing to the Town of Eagle Buildings & Grounds at _____. The Town shall act with customary diligence to make such repairs.

10. Tenant Acknowledgement. Tenant acknowledges that during the term of this Lease, Tenant may not have any ownership interest in any residential real estate located in Eagle County, Colorado. If Tenant obtains an ownership interest in any residential real estate located in Eagle County, Colorado, Tenant shall notify the Town, and the Town may elect to terminate this Lease.

11. Surrender; Move-Out.

a. Tenant shall vacate the Premises and remove all personal property before 12:00 p.m. on the date the Term expires. Tenant shall not be permitted to holdover without a new lease.

b. Once a move-out date is established, the move-out date cannot be changed unless agreed to by the Town in writing.

c. Prior to surrendering the Premises, Tenant shall thoroughly clean the Premises, including without limitation doors, baseboards, floors, windows, bathrooms, kitchen appliances, patios and balconies.

d. If Tenant wishes to have a move-out inspection, Tenant shall contact the Town at least 7 days prior to move-out to schedule such inspection.

e. Tenant shall provide the Town and the U.S. Postal Service, in writing, Tenant's forwarding address.

12. Indemnification. Tenant shall indemnify the Town and hold the Town harmless against and from any and all claims arising from Tenant's use of the Premises or any claim arising from any breach or default on Tenant's part under the terms of this Lease, or from any act, omission, or negligence of resident, or any officer, agent, employee, guest or invitee of Tenant and from all costs, attorney fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. Tenant assumes all risk of damage to property or injury to persons in, upon or about the Premises, and waives all claims with respect thereof against the Town.

13. Insurance. Tenant shall insure Tenant's personal property. Tenant acknowledges that the Town's insurance does not cover Tenant's personal property. The Town shall be responsible for providing hazard property insurance for all existing improvements on the Premises.

14. Casualty. If the Premises is rendered totally uninhabitable by fire or other casualty, this Lease shall terminate. If the Premises is partially destroyed or injured by fire or other casualty not arising from the fault or negligence of Tenant, the Town shall repair the same with reasonable diligence after notice of such destruction or injury. The Town shall abate the Rent, or adjust and proportionate part of the Rent based upon the nature and extent of the damage, until the Premises is duly repaired and restored.

15. Town's Rights.

a. *Disclosure.* The Town may disclose the identity and address of Tenant to any requesting law enforcement or other governmental agency, including the U.S. Census Bureau. The Town shall not be obligated to disclose any information to any other third-party. At the Town's option, the Town may disclose information regarding rental history if requested or authorized by Tenant in writing.

b. *Right of Entry.* Any employee of the Town may enter the Premises at any time upon reasonable notice to make repairs, to inspect the Premises, or to show the Premises to persons interested in leasing or purchasing the Premises.

16. Breach and Remedies.

a. *Breach.* Tenant shall be in breach of its Lease by failing to pay Rent or any other amount due or owed under this Lease, or if Tenant violates any provision of this Lease.

b. *Remedies.* If Tenant breaches this Lease, the Town may cure the breach at Tenant's cost and terminate the Lease and Tenant's right to possession of the Premises. In addition, the Town may pursue any and all available remedies in law or equity, and the exercise of one remedy shall not preclude the exercise of any other available remedy.

c. *Attorney Fees.* In the event of a breach of this Lease by Tenant, Tenant shall pay the Town's reasonable attorney fees associated with such violation or breach, whether or not litigation is commenced.

17. Miscellaneous.

a. *Modification.* This Lease may only be modified by subsequent written agreement of the Parties.

b. *Integration.* This Lease and any attached exhibits constitute the entire agreement between the Parties, superseding all prior oral or written communications.

c. *Binding Effect.* This Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

d. *Severability.* If any provision of this Lease is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

e. *Governing Law and Venue.* This Lease 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.

f. *Third Parties.* There are no intended third-party beneficiaries to this Lease.

g. *Notice.* Any notice to the Town under this Lease shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the address set forth on the first page of this Lease. Any notice to Tenant shall be in writing, and shall be deemed sufficient when directly presented, posted on the front door of the Premises, or sent pre-paid, first class U.S. Mail to the address of the Premises.

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

i. *Assignment.* Tenant shall not assign this Lease or sublet the Premises without the Town's prior written consent, which may be withheld in the Town's sole and absolute discretion.

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

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.

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

TOWN OF EAGLE

Larry Pardee, Town Manager

ATTEST:

Jenny Rakow, Town Clerk

TENANT

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 01
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING THE TOWN OF EAGLE EMPLOYEE HOUSING GUIDELINES AND LEASE
TEMPLATE

WHEREAS, the Town Council approved the Town of Eagle Employee Housing Policy that addresses and regulates matters related to the lease and or acquisition of employee housing; and

WHEREAS, the Town Council finds that it is in the best interest of the public health, safety, and welfare to approve the Town of Eagle Employee Housing Guidelines and Lease Template to administer the organization's housing units.

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

Section 1. The Town Council hereby approves the Town of Eagle Employee Housing Guidelines and Lease Template attached hereto as Exhibit A and Exhibit B.

INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 14, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council

From: Nikki Davis, Economic Development & Housing Specialist
Melissa Daruna, Assistant Town Manager

Date: January 14, 2025

Agenda Item: Resolution 04, 2025, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Deed Restriction Templates to Correspond with the Updated Local Employee Residency Program Guidelines ”

REQUEST: The request is for Town Council to review and consider approving the proposed deed restriction templates that will be read and administered in conjunction with the updated LERP Guidelines.

BACKGROUND: In November 2024, the Council repealed and readopted the Local Employee Residency Program (LERP) Housing Guidelines ([link](#)). The new guidelines have triggered a need to update and create new deed restriction templates to help enforce LERP.

ANALYSIS: The following deed restriction templates have been drafted to improve alignment with the new guidelines: a) Price-Capped For-Sale, b) Rent-Capped Rental, c) Resident Occupied (RO) For-Sale, and d) Resident Occupied (RO) Rental. Once approved by the Council, these covenants will apply to future deed restricted housing development in Eagle. It is important to distinguish that the restrictive covenant under the Eagle Ranch Locals Housing Program will remain a separate and enforceable deed restriction.

COMMUNITY INPUT: Community input was not gathered for this matter.

BUDGET / STAFF IMPACT: None

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: Ensuring the Town is equipped with current and enforceable deed restrictions create opportunities to increase and protect the inventory of affordable and workforce housing stock in Eagle.

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to approve or deny Resolution 04, Series 2025, “A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Deed Restriction Templates to Correspond with the Updated Local Employee Residency Program Guidelines”.

ATTACHMENTS:

1. Resolution 04, Series 2025
2. Deed Restriction Templates:
 - a. Price-Capped For-Sale
 - b. Rent-Capped Rental
 - c. Resident Occupied (RO) For-Sale
 - d. Resident Occupied (RO) Rental

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 04
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING THE DEED RESTRICTION TEMPLATES TO CORRESPOND WITH THE
UPDATED LOCAL EMPLOYEE RESIDENCY PROGRAM GUIDELINES

WHEREAS, the Town Council repealed and readopted the Local Employee Residency Program ("LERP") Housing Guidelines by Resolution 84, Series 2024; and

WHEREAS, the Town Council finds that it is in the best interest of the Town and the public health, safety and welfare to establish updated deed restriction templates for a) Price-Capped For-Sale, b) Rent-Capped Rental, c) Resident Occupied (RO) For-Sale, and d) Resident Occupied (RO) Rental housing that will be read and administered in conjunction with the updated LERP Housing Guidelines.

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

Section 1. The Town Council hereby approves the updated deed restriction templates for a) Price-Capped For-Sale, b) Rent-Capped Rental, c) Resident Occupied (RO) For-Sale, and d) Resident Occupied (RO) Rental housing in substantially the forms attached hereto, subject to final approval by the Town Attorney. Upon such approval the Mayor is authorized to execute the Deed Restrictions on behalf of the Town.

INTRODUCED, READ, PASSED, ADOPTED ON JANUARY 14, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEED RESTRICTION AGREEMENT
(Price-Capped For-Sale Units)

THIS DEED RESTRICTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2025 (the "Effective Date") by and between the Town of Eagle, Colorado, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and _____, a _____ with an address of _____ ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer owns the real property more particularly described as _____, County of Eagle, State of Colorado (the "Property");

WHEREAS, the Parties desire to permanently restrict the occupancy and use of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

a. *Eagle County Business* means a business with a Principal Place of Business in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.

b. *Maximum Sales Price* means an Owner's purchase price, plus an annual increase from the date of purchase to the date of the execution of a sales listing contract by an Owner in an amount equivalent to the Denver-Aurora-Lakewood Consumer Price Index ("CPI") or, if the CPI ceases to exist, an equivalent index determined by the Town. A partial year may be prorated. The Maximum Sales Price may also be increased by the amount of any Permitted Capital Improvements, provided that such increase shall not exceed 10% of the initial purchase price of the Property, except that for every 10-year period from the date of the original purchase and Agreement, another 10% of the purchase price may be added for Permitted Capital Improvements. Permitted Capital Improvements shall qualify for inclusion within the calculation of Maximum Sales Price if the Owner furnishes the Town with the following information:

- i. Original or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvements;
- ii. Affidavit verifying the receipts are valid and correct receipts tendered at the time of purchase;
- iii. True and correct copies of any building permit or certificate of occupancy required to be issued by the Town for the Permitted Capital Improvements; and

- iv. The Permitted Capital Improvements comply with **Exhibit A**, attached hereto and incorporated herein by this reference.
 - c. *Non-Qualified Owner* means any Owner other than a Qualified Owner.
 - d. *Owner* means any individual who acquires an ownership interest in the Property.
 - e. *Permitted Capital Improvements* means those improvements to the Property described in **Exhibit A**.
 - f. *Principal Place of Business* means the physical address (not a P.O. Box) of a business, company, corporation or similar entity, as indicated in the entity's corporate documents.
 - g. *Principal Place of Residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. In determining what is a Principal Place of Residence, the Town shall consider the criteria set forth in C.R.S. § 31-10-201(3), as amended.
 - h. *Qualified Household* means a household with at least one Qualified Owner.
 - i. *Qualified Owner* means an Owner who occupies the Property as their Principal Place of Residence, and:
 - i. Works or has been hired to work an average of at least 30 hours per week at an Eagle County Business on a permanent basis;
 - ii. Works at least an average 30 hours per week in Eagle County for a business located outside Eagle County (telecommuting);
 - iii. Is 60 years of age or older and retired, and for the 5 years immediately prior to their retirement, worked at least 30 an average of hours per week at an Eagle County Business; or
 - iv. Is an individual with a disability, and for the 2 years immediately prior to the onset of their disability, worked at least an average of 30 hours per week at an Eagle County Business.
2. Liability. Each Owner shall be jointly and severally responsible for compliance with this Agreement at all times. This Agreement shall constitute a covenant running with the Property as a burden thereon, for the benefit of and enforceable by the Town. Each and every conveyance of the Property or a portion thereof, or interest therein, for all purposes, shall be deemed to include and incorporate this Agreement by reference, even without specific reference to this Agreement in any document of conveyance.

3. Occupancy.

- a. The Property shall be continuously occupied by a Qualified Household.
- b. No later than February 1st of each year, each Owner shall submit one copy of a sworn affidavit, on a form provided by the Town, verifying that the Property was occupied in accordance with this Agreement during the prior calendar year, together with copies of all leases for the prior calendar year.
- c. No business activity shall occur on or in the Property, other than as permitted in the zone district applicable to the Property.
- d. No member of the Qualified Household shall own any interest in other improved real property in Eagle County. If any member of the Qualified Household owns any such interest, the member must transfer such interest within 180 days of occupancy in the Property.

4. Transfer.

- a. An Owner shall first notify the Town that the Owner wishes to Transfer the Property. The Town shall have the first option to purchase the Property at the stated listing price, exercisable within a period of 15 days after receipt of notice, and if the Town exercises its right and option, the Town shall purchase the Property from the Owner.
- b. Should the Town determine not to purchase the Property, the Owner shall list the Property for sale on a widely-viewed, publicly-available platform and the following shall apply:
 - i. For the first 15 days after listing, the Owner shall only accept offers from an individual who will be a Qualified Owner upon closing, and who is employed by the Town.
 - ii. If the Owner accepts no offers under subsection i. hereof, for the next 15 days, the Owner shall only accept offers from an individual who will be a Qualified Owner upon closing and who is employed within the Town, or an individual who qualifies under subsection i. hereof.
 - iii. If the Owner accepts no offers under subsection ii. hereof, for the next 15 days, the Owner may accept offers from any Qualified Owner.
- c. The Property shall be transferred only to the Town or a Qualified Owner, and the selection of the purchaser is subject to the Town's approval, which shall be based solely on compliance with this Agreement. If the Town does not issue an approval or denial of such purchaser within 7 days of notice from Owner of the intent to Transfer the Property to the purchaser, then the Town will be deemed to have approved the purchaser.
- d. The Property shall not be sold for more than the Maximum Sales Price.

e. At closing, the purchaser of the Property shall execute, in a form satisfactory to the Town and for recording with the Eagle County Clerk and Recorder, a document acknowledging this Agreement and expressly agreeing to be bound by it.

5. Effect of Transfer to a Non-Qualified Owner.

a. If for any reason the Property is transferred to a Non-Qualified Owner, the Non-Qualified Owner shall immediately transfer the Property pursuant to Section 4 hereof.

b. A Non-Qualified Owner shall not: occupy the Property; rent any part of the Property; engage in any business activity in the Property; or Transfer the Property except in accordance with this Agreement.

6. Breach.

a. It is a breach of this Agreement to violate any provision of this Agreement, or for any person to occupy the Property in violation of this Agreement.

b. If the Town has reasonable cause to believe that a violation of this Agreement is occurring on the Property, the Town may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner with at least 5 days prior written notice, which notice must state the reasonable cause and provide adequate documentation regarding same. This Agreement shall constitute permission from all Owners and occupants to enter the Property during such times upon such notice.

c. If the Town discovers a violation of this Agreement, the Town shall provide written notice of the violation to each Owner and allow 15 days to cure.

7. Remedies. The Town may pursue all available remedies for violations of this Agreement, including without limitation specific performance or a mandatory injunction requiring compliance, and the exercise of one remedy shall not preclude the exercise of any other remedy. The costs to the Town of any action taken in response to any violation of this Agreement, including reasonable attorney fees, shall be paid by the Owner within 30 days of the date of an invoice specifying the same, sent to the last known address of the Owner by first-class U.S. mail. If such costs are not timely paid, the Town may certify the costs, plus an administrative fee of 15%, to the Eagle County Clerk and Recorder to be collected with all other taxes and assessments on the Property.

8. Foreclosure.

a. For the purpose of securing performance under this Agreement and creating in favor of the Town a right to redeem in accordance with Part 3 of Article 38 of Title 38, C.R.S., as amended, Developer hereby grants to Town a consensual lien on the Property. Such lien shall not have a lien amount.

b. An Owner shall notify the Town, in writing, of any notification received from a lender of past due payments or defaults in payments or other obligations within 5 days of receipt of such notification.

c. An Owner shall immediately notify the Town, in writing, of any notice of foreclosure under the first deed of trust or any other subordinate security interest in the Property, or when any payment on any indebtedness encumbering the Property is required to avoid foreclosure of the first deed of trust or other subordinate security interest in the Property.

d. Within 60 days after receipt of any notice described herein, the Town may (but shall not be obligated to) proceed to make any payment required to avoid foreclosure. Upon making any such payment, the Town shall place a lien on the Property in the amount paid to cure the default and avoid foreclosure, including all fees and costs resulting from such foreclosure.

e. Notwithstanding any other provision of this Agreement, in the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, or assignment, this Agreement shall remain in full force and effect.

f. The Town shall have 30 days after issuance of the public trustee's deed or the acceptance of a deed in lieu of foreclosure by the holder in which to purchase by tendering to the holder, in cash or certified funds, an amount equal to the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional reasonable costs incurred by the holder related to the foreclosure.

8. Miscellaneous.

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

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

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

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

e. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. 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 hereunder 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. *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.

k. *Recordation.* This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder and shall run with the Property.

l. *No Joint Venture.* Neither this Agreement nor any course of conduct or course of performance hereunder shall be construed to constitute or create a joint venture, partnership, or any other similar arrangement between the Parties.

m. *Savings Clause.* If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Eagle Town Council, their now living descendants, if any, and the survivor of them, plus 21 years.

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEVELOPER

STATE OF _____)
)ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2025, by
_____ as _____ of _____.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

EXHIBIT A
DEED RESTRICTION GUIDELINES

1. General. These Guidelines are intended to supplement the Deed Restriction Agreement for _____ (the "Deed Restriction"). These Guidelines may be updated by Town staff as necessary, and the current version of these Guidelines shall always control over any prior version. In the event of any conflict between these Guidelines and the Deed Restriction, the Deed Restriction shall control.

2. Occupancy.

a. Leave of Absence. The Town may grant a leave of absence to a Qualified Owner for up to one year, upon clear and convincing written evidence that shows a reason for leaving and a commitment to return to the Property. Such written evidence shall be presented to the Town at least 30 days prior to leaving.

b. Disability. Should a Qualified Owner become an individual with a disability and, because of such disability, be unable to meet the requirements of the Deed Restriction to remain a Qualified Owner, the Qualified Owner shall notify the Town, in writing, of the nature of the disability. If the disability is permanent, the Qualified Owner shall remain a Qualified Owner, as applicable, despite the disability. If the disability is temporary and the Qualified Owner becomes able to return to work, then to remain a Qualified Owner, the Qualified Owner must return to work when the disability ceases. Notwithstanding anything to the contrary in these Guidelines or the Deed Restriction, the Town will make all reasonable accommodations necessary under the Americans with Disabilities Act.

3. Annual Verification.

a. Affidavit. As provided in the Deed Restriction, no later than February 1st of each year, each Owner shall submit a sworn affidavit, on a form provided by the Town, verifying that the Property is occupied in accordance with the Deed Restriction and these Guidelines.

b. Additional Documentation. The affidavit shall be accompanied by the following supporting documentation:

- i. Verification of the Qualified Owner's current employment and employment during the prior year (paystubs with employer's name, address and contact information);
- ii. Signed authorization allowing the Town discuss employment details with the Qualified Owner's employer; and
- iii. The Qualified Owner's federal income tax return from the prior year, together with an executed Internal Revenue Service Form 8821 or equivalent.

4. Listing. The Transfer of the Property shall be managed by the Town's designated agent (currently the Valley Home Store).

5. Permitted Capital Improvements.

a. Permitted Capital Improvements include only the following:

- Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property;
- Improvements for energy and water conservation;
- Improvements for health and safety;
- Improvements to add or finish permanent/fixed storage space; and
- Improvements to finish unfinished space.

b. Permitted Capital Improvements do not include the following:

- The cost of adding decks and balconies, and any extension thereto;
- Jacuzzis, saunas, steam showers and other similar items; or
- Upgrades or additions of decorative items, including lights, window coverings and other similar items.

c. No Permitted Capital Improvement shall be installed without the Town's prior written approval.

d. The cost of a Permitted Capital Improvement shall be as established by the Town in the currently adopted version of the Town's Local Employee Residency Program Guidelines. All Permitted Capital Improvement items and costs shall be approved by the Town staff prior to being added to the Maximum Resale Price. If any Permitted Capital Improvement is removed from the Property prior to closing, the Maximum Resale Price shall be reduced by the amount of the removed Permitted Capital Improvement.

e. Permitted Capital Improvements shall be depreciated as follows:

- 75% of the cost will be included in the Maximum Sales Price if the improvement has been installed within 12 months of listing the Property for sale.
- 50% of the cost will be included in the Maximum Sales Price if the improvement has been installed in greater than 12 months and less than 36 months of listing the Property for sale.
- 25% of the cost will be included in the Maximum Sales Price if the improvement has been installed in greater than 36 months and less than 60 months of listing the Property for sale.
- No cost will be included in the Maximum Sales Price if the improvement has been installed in greater than 60 months of listing the Property for sale.

f. Sweat equity will not be added to the actual expenses incurred.

g. The total amount of Permitted Capital Improvements shall not exceed 10% of the initial purchase price, provided that, for every 10-year period, from the date of the original purchase of the Property, another 10% of the purchase price may be added to the value of the property for Permitted Capital Improvements.

DEED RESTRICTION AGREEMENT
(Rent-Capped Rental)

THIS DEED RESTRICTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2025 (the "Effective Date") by and between the Town of Eagle, Colorado, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and _____, a _____ with an address of _____ ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer owns the real property more particularly described as _____, County of Eagle, State of Colorado (the "Property");

WHEREAS, the Parties desire to permanently restrict the occupancy and use of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

a. *AMI* means the estimates of median household income compiled and released annually by the U.S. Department of Housing and Urban Development.

b. *Eagle County Business* means a business with a Principal Place of Business in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.

c. *Owner* means any person or entity who acquires an ownership interest in the Property.

d. *Principal Place of Residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. In determining what is a Principal Place of Residence, the Town shall consider the criteria set forth in C.R.S. § 31-10-201(3), as amended.

e. *Qualified Household* means a household with at least one Qualified Tenant.

f. *Qualified Tenant* means an individual who leases the Property, who occupies the Property as their Principal Place of Residence, and:

i. Works or has been hired to work an average of at least 30 hours per week at an Eagle County Business on a permanent basis;

ii. Works at least an average 30 hours per week in Eagle County for a business located outside Eagle County (telecommuting);

iii. Is 60 years of age or older and retired, and for the 5 years immediately prior to their retirement, worked at least 30 an average of hours per week at an Eagle County Business; or

iv. Is an individual with a disability, and for the 2 years immediately prior to the onset of their disability, worked at least an average of 30 hours per week at an Eagle County Business.

2. Liability. Each Owner shall be jointly and severally responsible for compliance with this Deed Restriction at all times. This Agreement shall constitute a covenant running with the Property as a burden thereon, for the benefit of and enforceable by the Town. Each and every conveyance of the Property or a portion thereof, or interest therein, for all purposes, shall be deemed to include and incorporate this Agreement by reference, even without specific reference to this Agreement in any document of conveyance.

3. Occupancy.

a. The Property shall be continuously occupied by a Qualified Household.

b. No lease of the Property shall be for less than 180 days. Each lease of the Property shall specifically reference this Agreement and include a copy of this Agreement as an attachment to such lease. Subleasing is not permitted; all leases must be between the Owner and the Qualified Household.

c. The maximum monthly rent shall not exceed an amount affordable to households earning 80% of the current AMI.

d. No later than February 1st of each year, each Owner shall submit one copy of a sworn affidavit, on a form provided by the Town, verifying that the Property was occupied in accordance with this Agreement during the prior calendar year, together with copies of all leases for the prior calendar year.

e. No business activity shall occur on or in the Property, other than as permitted in the zone district applicable to the Property.

f. No member of the Qualified Household shall own any interest in other improved real property in Eagle County. If any member of the Qualified Household owns any such interest, the member must transfer such interest within 180 days of occupancy in the Property.

4. Transfer.

a. An Owner shall first notify the Town that the Owner wishes to Transfer the Property. The Town shall have the first option to purchase the Property at the listing price, exercisable within a period of 15 days after receipt of notice, and if the Town exercises its right and option, the Town shall purchase the Property from the Owner.

b. Should the Town determine not to purchase the Property, the Owner may sell the Property to any purchaser.

c. At closing, the purchaser of the Property shall execute, in a form satisfactory to the Town and for recording with the Eagle County Clerk and Recorder, a document acknowledging this Agreement and expressly agreeing to be bound by it.

5. Breach.

a. It is a breach of this Agreement to violate any provision of this Agreement, or for any person to occupy the Property in violation of this Agreement.

b. If the Town has reasonable cause to believe that a violation of this Agreement is occurring on the Property, the Town may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Qualified Owner with at least 5 days prior written notice, which notice must state the reasonable cause and provide adequate documentation regarding same. This Agreement shall constitute permission from all Owners and occupants to enter the Property during such times upon such notice.

c. If the Town discovers a violation of this Agreement, the Town shall provide written notice of the violation to all Owners and allow 15 days to cure.

7. Remedies. The Town may pursue all available remedies for violations of this Agreement, including without limitation specific performance or a mandatory injunction requiring compliance, and the exercise of one remedy shall not preclude the exercise of any other remedy. The costs to the Town of any action taken in response to any violation of this Agreement, including reasonable attorney fees, shall be paid by the Owner within 30 days of the date of an invoice specifying the same, sent to the last known address of the Owner by first-class U.S. mail. If such costs are not timely paid, the Town may certify the costs, plus an administrative fee of 15%, to the Eagle County Clerk and Recorder to be collected with all other taxes and assessments on the Property.

8. Foreclosure.

a. For the purpose of securing performance under this Agreement and creating in favor of the Town a right to redeem in accordance with Part 3 of Article 38 of Title 38, C.R.S., as amended, Developer hereby grants to Town a consensual lien on the Property. Such lien shall not have a lien amount.

b. An Owner shall notify the Town, in writing, of any notification received from a lender of past due payments or defaults in payments or other obligations within 5 days of receipt of such notification.

c. An Owner shall immediately notify the Town, in writing, of any notice of foreclosure under the first deed of trust or any other subordinate security interest in the

Property, or when any payment on any indebtedness encumbering the Property is required to avoid foreclosure of the first deed of trust or other subordinate security interest in the Property.

d. Within 60 days after receipt of any notice described herein, the Town may (but shall not be obligated to) proceed to make any payment required to avoid foreclosure. Upon making any such payment, the Town shall place a lien on the Property in the amount paid to cure the default and avoid foreclosure, including all fees and costs resulting from such foreclosure.

e. Notwithstanding any other provision of this Agreement, in the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, or assignment, this Agreement shall remain in full force and effect.

f. The Town shall have 30 days after issuance of the public trustee's deed or the acceptance of a deed in lieu of foreclosure by the holder in which to purchase by tendering to the holder, in cash or certified funds, an amount equal to the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional reasonable costs incurred by the holder related to the foreclosure.

8. Miscellaneous.

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

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

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

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

e. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. 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 hereunder 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. *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.

k. *Recordation.* This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder and shall run with the Property.

l. *No Joint Venture.* Neither this Agreement nor any course of conduct or course of performance hereunder shall be construed to constitute or create a joint venture, partnership, or any other similar arrangement between the Parties.

m. *Savings Clause.* If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Eagle Town Council, their now living descendants, if any, and the survivor of them, plus 21 years.

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEVELOPER

STATE OF _____)
)ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2025, by
_____ as _____ of _____.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

DEED RESTRICTION AGREEMENT
(Resident Occupied For-Sale Units)

THIS DEED RESTRICTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2025 (the "Effective Date") by and between the Town of Eagle, Colorado, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and _____, a _____ with an address of _____ ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer owns the real property more particularly described as _____, County of Eagle, State of Colorado (the "Property");

WHEREAS, the Parties desire to permanently restrict the occupancy and use of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

a. *Eagle County Business* means a business with a Principal Place of Business in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.

b. *Non-Qualified Owner* means any Owner other than a Qualified Owner.

c. *Owner* means any individual who acquires an ownership interest in the Property.

d. *Principal Place of Business* means the physical address (not a P.O. Box) of a business, company, corporation or similar entity, as indicated in the entity's corporate documents.

e. *Principal Place of Residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. In determining what is a Principal Place of Residence, the Town shall consider the criteria set forth in C.R.S. § 31-10-201(3), as amended.

f. *Qualified Household* means a household with at least one Qualified Owner.

g. *Qualified Owner* means an Owner who occupies the Property as their Principal Place of Residence, and:

i. Works or has been hired to work an average of at least 30 hours per week at an Eagle County Business on a permanent basis;

ii. Works at least an average 30 hours per week in Eagle County for a business located outside Eagle County (telecommuting);

iii. Is 60 years of age or older and retired, and for the 5 years immediately prior to their retirement, worked at least 30 an average of hours per week at an Eagle County Business; or

iv. Is an individual with a disability, and for the 2 years immediately prior to the onset of their disability, worked at least an average of 30 hours per week at an Eagle County Business.

2. Liability. Each Owner shall be jointly and severally responsible for compliance with this Agreement at all times. This Agreement shall constitute a covenant running with the Property as a burden thereon, for the benefit of and enforceable by the Town. Each and every conveyance of the Property or a portion thereof, or interest therein, for all purposes, shall be deemed to include and incorporate this Agreement by reference, even without specific reference to this Agreement in any document of conveyance.

3. Occupancy.

a. The Property shall be continuously occupied by a Qualified Household.

b. No later than February 1st of each year, the Owner shall submit one copy of a sworn affidavit, on a form provided by the Town, verifying that the Property was occupied in accordance with this Agreement during the prior calendar year, together with copies of all leases for the prior calendar year.

c. No business activity shall occur on or in the Property, other than as permitted in the zone district applicable to the Property.

d. No member of the Qualified Household shall own any interest in other improved real property in Eagle County. If any member of the Qualified Household owns any such interest, the member must transfer such interest within 180 days of occupancy in the Property.

4. Transfer.

a. An Owner shall first notify the Town that the Owner wishes to Transfer the Property. The Town shall have the first option to purchase the Property at the stated listing price, exercisable within a period of 15 days after receipt of notice, and if the Town exercises its right and option, the Town shall purchase the Property from the Owner.

b. Should the Town determine not to purchase the Property, the Owner shall list the Property for sale on a widely-viewed, publicly-available platform and the following shall apply:

i. For the first 15 days after listing, the Owner shall only accept offers from an individual who will be a Qualified Owner upon closing, and who is employed by the Town.

ii. If the Owner accepts no offers under subsection i. hereof, for the next 15 days, the Owner shall only accept offers from an individual who will be a Qualified Owner upon closing and who is employed within the Town, or an individual who qualifies under subsection i. hereof.

iii. If the Owner accepts no offers under subsection ii. hereof, for the next 15 days, the Owner may accept offers from any Qualified Owner.

c. The Property shall be transferred only to the Town or a Qualified Owner, and the selection of the purchaser is subject to the Town's approval, which shall be based solely on compliance with this Agreement. If the Town does not issue an approval or denial of such purchaser within 7 days of notice from Owner of the intent to Transfer the Property to the purchaser, then the Town will be deemed to have approved the purchaser.

d. At closing, the purchaser of the Property shall execute, in a form satisfactory to the Town and for recording with the Eagle County Clerk and Recorder, a document acknowledging this Agreement and expressly agreeing to be bound by it.

5. Effect of Transfer to a Non-Qualified Owner.

a. If for any reason the Property is transferred to a Non-Qualified Owner, the Non-Qualified Owner shall immediately transfer the Property pursuant to Section 4 hereof.

b. A Non-Qualified Owner shall not: occupy the Property; rent any part of the Property; engage in any business activity in the Property; or Transfer the Property except in accordance with this Agreement.

6. Breach.

a. It is a breach of this Agreement to violate any provision of this Agreement, or for any person to occupy the Property in violation of this Agreement.

b. If the Town has reasonable cause to believe that a violation of this Agreement is occurring on the Property, the Town may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner with at least 5 days prior written notice, which notice must state the reasonable cause and provide adequate documentation regarding same. This Agreement shall constitute permission from all Owners and occupants to enter the Property during such times upon such notice.

c. If the Town discovers a violation of this Agreement, the Town shall provide written notice of the violation to each Owner and allow 15 days to cure.

7. Remedies. The Town may pursue all available remedies for violations of this Agreement, including without limitation specific performance or a mandatory injunction requiring compliance, and the exercise of one remedy shall not preclude the exercise of any other remedy. The costs to the Town of any action taken in response to any violation of this Agreement, including reasonable attorney fees, shall be paid by the Owner within 30 days of the date of an invoice specifying the same, sent to the last known address of the Owner by first-class U.S. mail. If such costs are not timely paid, the Town may certify the costs, plus an administrative fee of 15%, to the Eagle County Clerk and Recorder to be collected with all other taxes and assessments on the Property.

8. Foreclosure.

a. For the purpose of securing performance under this Agreement and creating in favor of the Town a right to redeem in accordance with Part 3 of Article 38 of Title 38, C.R.S., as amended, Developer hereby grants to Town a consensual lien on the Property. Such lien shall not have a lien amount.

b. An Owner shall notify the Town, in writing, of any notification received from a lender of past due payments or defaults in payments or other obligations within 5 days of receipt of such notification.

c. An Owner shall immediately notify the Town, in writing, of any notice of foreclosure under the first deed of trust or any other subordinate security interest in the Property, or when any payment on any indebtedness encumbering the Property is required to avoid foreclosure of the first deed of trust or other subordinate security interest in the Property.

d. Within 60 days after receipt of any notice described herein, the Town may (but shall not be obligated to) proceed to make any payment required to avoid foreclosure. Upon making any such payment, the Town shall place a lien on the Property in the amount paid to cure the default and avoid foreclosure, including all fees and costs resulting from such foreclosure.

e. Notwithstanding any other provision of this Agreement, in the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, or assignment, this Agreement shall remain in full force and effect.

f. The Town shall have 30 days after issuance of the public trustee's deed or the acceptance of a deed in lieu of foreclosure by the holder in which to purchase by tendering to the holder, in cash or certified funds, an amount equal to the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional reasonable costs incurred by the holder related to the foreclosure.

8. Miscellaneous.

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

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

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

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

e. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. 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 hereunder 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. *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.

k. *Recordation.* This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder and shall run with the Property.

l. *No Joint Venture.* Neither this Agreement nor any course of conduct or course of performance hereunder shall be construed to constitute or create a joint venture, partnership, or any other similar arrangement between the Parties.

m. *Savings Clause.* If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Eagle Town Council, their now living descendants, if any, and the survivor of them, plus 21 years.

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEVELOPER

STATE OF _____)
)ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2025, by
_____ as _____ of _____.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

EXHIBIT A
DEED RESTRICTION GUIDELINES

1. General. These Guidelines are intended to supplement the Deed Restriction Agreement for _____ (the "Deed Restriction"). These Guidelines may be updated by Town staff as necessary, and the current version of these Guidelines shall always control over any prior version. In the event of any conflict between these Guidelines and the Deed Restriction, the Deed Restriction shall control.

2. Occupancy.

a. Leave of Absence. The Town may grant a leave of absence to a Qualified Owner for up to one year, upon clear and convincing written evidence that shows a reason for leaving and a commitment to return to the Property. Such written evidence shall be presented to the Town at least 30 days prior to leaving.

b. Disability. Should a Qualified Owner become an individual with a disability and, because of such disability, be unable to meet the requirements of the Deed Restriction to remain a Qualified Owner, the Qualified Owner shall notify the Town, in writing, of the nature of the disability. If the disability is permanent, the Qualified Owner shall remain a Qualified Owner, as applicable, despite the disability. If the disability is temporary and the Qualified Owner becomes able to return to work, then to remain a Qualified Owner, the Qualified Owner must return to work when the disability ceases. Notwithstanding anything to the contrary in these Guidelines or the Deed Restriction, the Town will make all reasonable accommodations necessary under the Americans with Disabilities Act.

3. Annual Verification.

a. Affidavit. As provided in the Deed Restriction, no later than February 1st of each year, each Owner shall submit a sworn affidavit, on a form provided by the Town, verifying that the Property is occupied in accordance with the Deed Restriction and these Guidelines.

b. Additional Documentation. The affidavit shall be accompanied by the following supporting documentation:

- i. Verification of the Qualified Owner's current employment and employment during the prior year (paystubs with employer's name, address and contact information);
- ii. Signed authorization allowing the Town discuss employment details with the Qualified Owner's employer; and
- iii. The Qualified Owner's federal income tax return from the prior year, together with an executed Internal Revenue Service Form 8821 or equivalent.

4. Listing. The Transfer of the Property shall be managed by the Town's designated agent (currently the Valley Home Store).

DEED RESTRICTION AGREEMENT
(Resident Occupied Rental)

THIS DEED RESTRICTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2025 (the "Effective Date") by and between the Town of Eagle, Colorado, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and _____, a _____ with an address of _____ ("Developer") (each a "Party" and collectively the "Parties").

WHEREAS, Developer owns the real property more particularly described as _____, County of Eagle, State of Colorado (the "Property");

WHEREAS, the Parties desire to permanently restrict the occupancy and use of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

a. *Eagle County Business* means a business with a Principal Place of Business in Eagle County, Colorado that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business.

b. *Owner* means any person or entity who acquires an ownership interest in the Property.

c. *Principal Place of Residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. In determining what is a Principal Place of Residence, the Town shall consider the criteria set forth in C.R.S. § 31-10-201(3), as amended.

d. *Qualified Household* means a household with at least one Qualified Tenant.

e. *Qualified Tenant* means an individual who leases the Property, who occupies the Property as their Principal Place of Residence, and:

i. Works or has been hired to work an average of at least 30 hours per week at an Eagle County Business on a permanent basis;

ii. Works at least an average 30 hours per week in Eagle County for a business located outside Eagle County (telecommuting);

iii. Is 60 years of age or older and retired, and for the 5 years immediately prior to their retirement, worked at least 30 an average of hours per week at an Eagle County Business; or

iv. Is an individual with a disability, and for the 2 years immediately prior to the onset of their disability, worked at least an average of 30 hours per week at an Eagle County Business.

2. Liability. Each Owner shall be jointly and severally responsible for compliance with this Deed Restriction at all times. This Agreement shall constitute a covenant running with the Property as a burden thereon, for the benefit of and enforceable by the Town. Each and every conveyance of the Property or a portion thereof, or interest therein, for all purposes, shall be deemed to include and incorporate this Agreement by reference, even without specific reference to this Agreement in any document of conveyance.

3. Occupancy.

a. The Property shall be continuously occupied by a Qualified Household.

b. No lease of the Property shall be for less than 180 days. Each lease of the Property shall specifically reference this Agreement and include a copy of this Agreement as an attachment to such lease. Subleasing is not permitted; all leases must be between the Owner and the Qualified Household.

c. No later than February 1st of each year, each Owner shall submit one copy of a sworn affidavit, on a form provided by the Town, verifying that the Property was occupied in accordance with this Agreement during the prior calendar year, together with copies of all leases for the prior calendar year.

d. No business activity shall occur on or in the Property, other than as permitted in the zone district applicable to the Property.

e. No member of the Qualified Household shall own any interest in other improved real property in Eagle County. If any member of the Qualified Household owns any such interest, the member must transfer such interest within 180 days of occupancy in the Property.

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b. Should the Town determine not to purchase the Property, the Owner may sell the Property to any purchaser.

c. At closing, the purchaser of the Property shall execute, in a form satisfactory to the Town and for recording with the Eagle County Clerk and Recorder, a document acknowledging this Agreement and expressly agreeing to be bound by it.

5. Breach.

a. It is a breach of this Agreement to violate any provision of this Agreement, or for any person to occupy the Property in violation of this Agreement.

b. If the Town has reasonable cause to believe that a violation of this Agreement is occurring on the Property, the Town may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Qualified Owner with at least 5 days prior written notice, which notice must state the reasonable cause and provide adequate documentation regarding same. This Agreement shall constitute permission from all Owners and occupants to enter the Property during such times upon such notice.

c. If the Town discovers a violation of this Agreement, the Town shall provide written notice of the violation to all Owners and allow 15 days to cure.

7. Remedies. The Town may pursue all available remedies for violations of this Agreement, including without limitation specific performance or a mandatory injunction requiring compliance, and the exercise of one remedy shall not preclude the exercise of any other remedy. The costs to the Town of any action taken in response to any violation of this Agreement, including reasonable attorney fees, shall be paid by the Owner within 30 days of the date of an invoice specifying the same, sent to the last known address of the Owner by first-class U.S. mail. If such costs are not timely paid, the Town may certify the costs, plus an administrative fee of 15%, to the Eagle County Clerk and Recorder to be collected with all other taxes and assessments on the Property.

8. Foreclosure.

a. For the purpose of securing performance under this Agreement and creating in favor of the Town a right to redeem in accordance with Part 3 of Article 38 of Title 38, C.R.S., as amended, Developer hereby grants to Town a consensual lien on the Property. Such lien shall not have a lien amount.

b. An Owner shall notify the Town, in writing, of any notification received from a lender of past due payments or defaults in payments or other obligations within 5 days of receipt of such notification.

c. An Owner shall immediately notify the Town, in writing, of any notice of foreclosure under the first deed of trust or any other subordinate security interest in the Property, or when any payment on any indebtedness encumbering the Property is required to avoid foreclosure of the first deed of trust or other subordinate security interest in the Property.

d. Within 60 days after receipt of any notice described herein, the Town may (but shall not be obligated to) proceed to make any payment required to avoid foreclosure. Upon making any such payment, the Town shall place a lien on the Property in the amount paid to cure the default and avoid foreclosure, including all fees and costs resulting from such foreclosure.

e. Notwithstanding any other provision of this Agreement, in the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, or assignment, this Agreement shall remain in full force and effect.

f. The Town shall have 30 days after issuance of the public trustee's deed or the acceptance of a deed in lieu of foreclosure by the holder in which to purchase by tendering to the holder, in cash or certified funds, an amount equal to the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional reasonable costs incurred by the holder related to the foreclosure.

8. Miscellaneous.

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

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

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

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

e. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. 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 hereunder 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. *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.

k. *Recordation.* This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder and shall run with the Property.

l. *No Joint Venture.* Neither this Agreement nor any course of conduct or course of performance hereunder shall be construed to constitute or create a joint venture, partnership, or any other similar arrangement between the Parties.

m. *Savings Clause.* If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Eagle Town Council, their now living descendants, if any, and the survivor of them, plus 21 years.

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

DEVELOPER

STATE OF _____)
)ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2025, by
_____ as _____ of _____.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public



To: Mayor Turnipseed and Town Council

From: Nikki Davis, Economic Development & Housing Specialist
Melissa Daruna, Assistant Town Manager

Date: January 14, 2025

Agenda Item: Resolution 07, 2025, “A Resolution of the Town Council of the Town of Eagle, Colorado Supporting an Application to the Office of Economic Development & International Trade, Tourism Management Grant Program”

REQUEST: The request is for Town Council to review and consider approving Resolution 07-2025 which would authorize staff to pursue the state’s Tourism Management Grant. If awarded, staff would deploy funds toward a town-wide wayfinding planning effort.

BACKGROUND: Colorado’s Office of Economic Development & International Trade (OEDIT) administers the annual Tourism Management Grant program. Broadly, the program provides funding for tourism-related projects that develop, enhance or manage visitor experience in communities throughout the state.

In December 2024, staff submitted a letter of interest and attended an exploration call with a program representative. Initially, staff’s approach was to apply for wayfinding and signage implementation funds. However, with deeper evaluation, staff were advised to first pursue planning funds to remain competitive as a new applicant within the grant program.

With the Council’s approval, staff will prepare and submit an application by the deadline, January 28, 2025.

ANALYSIS: A wayfinding planning effort will underpin thoughtful and deliberate signage updates throughout Eagle. If awarded, staff, with third-party support, would complete a comprehensive wayfinding audit, needs analysis, and schematic plan designed to improve navigation for both residents and visitors. Relative to the 2025 Economic Development budget, this initiative would be in service of destination marketing efforts – a strategy from the 2023 Economic Development Plan ([link](#)) to *attract net new expenditure dollars to Eagle and promote Eagle as a destination with high quality of life, both for visitors and residents.*

In addition to promoting Eagle’s business hubs, vast trail system, recreation facilities and local history there is an opportunity to incorporate recommendations from other initiatives. Where applicable, planning efforts will elevate strategies from Safe Streets 4 All (SS4A), the Northwest Colorado Rural Electric Vehicle Charging Network, and the Open Space and Trails Master Plan.

The Tourism Management Grant has demonstrated a history of accepting and awarding returning applicants who have completed a planning effort and are ready for implementation. It is staff’s intention

to continuously pursue the Tourism Management Grant to financially support wayfinding design and installation in a later phase.

COMMUNITY INPUT: Community input was not gathered for this matter.

BUDGET / STAFF IMPACT: Staff would pursue the maximum grant amount of \$20,000. The program requires only a 4:1 local match which equates to a \$5,000 investment from the Town. Specifically, the \$5,000 match would come from the Economic Development & Housing budget. If awarded, staff would secure a combined total project budget of \$25,000.

The projects will require staff time to draft RFPs, facilitation, and grant administration.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: This work aligns with the Strategic Plan's objectives to Stimulate Economic Vitality and Development and Attract Visitors.

RECOMMENDED ACTION OR PROPOSED MOTION: A motion to approve or deny Resolution 07, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting an Application to the Office of Economic Development & International Trade, Tourism Management Grant Program".

ATTACHMENTS:

1. Resolution 07, Series 2025
2. ([LINK](#)) Tourism Management Grant Information Page

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 07
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
SUPPORTING THE APPLICATION TO THE OFFICE OF ECONOMIC DEVELOPMENT &
INTERNATIONAL TRADE, TOURISM MANAGEMENT GRANT PROGRAM

WHEREAS, major objectives from the 2020 Strategic Plan include stimulating economic vitality and development, and attracting visitors; and

WHEREAS, the Town plans to apply to the Tourism Management Grant Program through the Colorado Office of Economic Development & International Trade ("OEDIT") to complete a comprehensive wayfinding audit, needs analysis, and schematic plan designed to improve navigation for both residents and visitors in the town of Eagle; and

WHEREAS, the application for the Tourism Management Grant is due January 28, 2025.

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

Section 1. The Town Council hereby supports the Town's application for funds from OEDIT's Tourism Management Grant Program and authorizes the Town Manager or their designee to execute any documents necessary for the submission of the application.

INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 14, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council
From: Martha Miller, Project Manager
Date: January 8, 2025
Agenda Item: Resolution 08, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Construction Contract with Gould Construction, Inc. for the Sylvan Lake Road Improvement Project."

REQUEST:

Staff requests the Town Council's approval to execute a construction contract with Gould Construction, Inc. for the Sylvan Lake Road Improvement Project.

BACKGROUND:

Staff advertised the construction project on BidNet on November 6, 2024. The Town held a mandatory pre-bid meeting on November 20, 2024, and received one bid from Gould Construction, Inc. for \$1,205,803.35 at a public bid opening on December 4, 2024. The current project budget is \$1,130,000, which includes \$1,100,000 in CIP/Sylvan Lake Road improvements and \$30,000 in CIP/ADA ramps.

ANALYSIS:

The project budget is \$1,130,000. The Gould Construction bid was \$1,205,803.35, which is \$75,803.35 or 6.7% over the budget. Since this is a CDOT project, the Town must award the full dollar amount on the Bid Form or reject the bid and rebid the project; there isn't an opportunity to modify the bid items before the contract is awarded. Considering current construction inflation and the consistent lack of bidders for small municipal projects, the Public Works Department recommends awarding the contract to Gould Construction.

After the bid opening, Staff reviewed the unit prices and value engineering ideas with Gould Construction. As a result of the conversation, Staff decided to remove two streetlights (\$26,700/EA or \$53,400) and two sets or four total of rectangular rapid flashing beacons (RRFB) (\$15,840/EA or \$63,360) to reduce the project budget by \$116,760. Staff will issue a change order with these modifications immediately after the contract is awarded. Gould agreed with this approach. Staff can also modify several other minor items to reduce project costs.

The RRFBs to be eliminated are at MacDonald Street (2) and the east side of the Capitol Street intersection (2). The MacDonald Street beacons were added late to the design when it appeared there were surplus funds. The Capitol Street intersection will still have one set of RRFBs (2) on the west side. See the figures attached to this memo.

A nighttime inspection revealed adequate area lighting except for the northeast corner of the Sylvan Lake Road and Capitol Street intersection; therefore, a new light fixture will remain at this location. If additional lighting is needed, the Public Works Department can add.

After the change order is signed, the project is estimated to be \$1,089,043 with a \$25,000 contingency, under the budget of \$1,130,000.

COMMUNITY INPUT:

Staff held an Open House during the design phase to receive input from the community on the proposed scope of work. The MacDonald Street flashing beacons were not part of the design then.

BUDGET/STAFF IMPACT:

The Town allocated \$1,130,000 in the 2025 budget for this project. The contract is for \$1,205,804. Following the award, Staff plans to apply Value Engineering to the design, reducing the total contract to \$1,089,043. In addition to the Gould construction contract, Staff estimates an additional \$15,000 for materials testing, bringing the total project cost to approximately \$1,104,043.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This project aligns with the Town's 2025 Goal/Strategic Plan and Capital Improvements Plan of completing pedestrian improvements along Sylvan Lake Road. It is consistent with the Strategic Plan's Major Objective of Matching Infrastructure to Quality of Life.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve: Resolution 08, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Authorizing the Mayor to execute a construction contract with Gould Construction, Inc. for the Sylvan Lake Road Improvement project.

ATTACHMENTS:

- Change Order Figures
- Resolution 08, Series 2025
- SLR Construction contract with received bid documents and award plans & specs

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 08
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING A CONSTRUCTION CONTRACT WITH GOULD CONSTRUCTION, INC.
FOR THE SYLVAN LAKE ROAD IMPROVEMENT PROJECT

WHEREAS, the Town desires to contract with Gould Construction, Inc. for the construction of the Sylvan Lake Road Improvement Project; and

WHEREAS, the Town identified the Sylvan Lake Road Improvements Project to improve pedestrian and multimodal safety in the 2025 Strategic Plan and Budget.

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

Section 1. The Construction Contract with Gould Construction, Inc. for \$1,205,803.35 is hereby approved in substantially the form attached hereto, subject to final approval by the Town Attorney. Upon such approval, the Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 14, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this **14th** day of **January 2025** (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 **Gould Construction Inc.**, an independent contractor with a principal place of business at **PO Box 130, Glenwood Springs, CO 81602** ("Contractor") (each a "Party" and collectively the "Parties").

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

I. SCOPE OF WORK

Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

II. TERM AND TERMINATION

A. Contractor shall complete the Scope of Work on or before **October 4, 2025**.

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

III. COMPENSATION

Upon final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed **\$1,205,803.35** (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

IV. INDEPENDENT CONTRACTOR

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

V. RESPONSIBILITY

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

VI. OWNERSHIP

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

VII. INSURANCE

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

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

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-

made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. INDEMNIFICATION

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

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

IX. KEEP JOBS IN COLORADO ACT

Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment

implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed \$500,000 in the aggregate for any fiscal year.

X. WARRANTY

Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of 2 years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

XI. BONDS

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

XII. LIQUIDATED DAMAGES

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

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

Contractor or any retainage held. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of notice thereof.

XIII. MISCELLANEOUS

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

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

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

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

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

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

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

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

I. *Rights and Remedies.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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

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

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____
day of _____, 2022, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

**EXHIBIT A
SCOPE OF WORK**

SYLVAN LAKE ROAD IMPROVEMENT PROJECT

**MULTIMODAL TRANSPORTATION AND MITIGATION OPTIONS FUND (MMOF) GRANT
CDOT PROJECT # M345-005
Project Code 25945**

Gould Construction, Inc.

Documents received at bid opening:

Bid Form Rev 1 date Nov. 27, 2024

Form 604 - Statement of Residency for Bid Preference Form 604 - Anti Collusion Affidavit

Bid Bond

Documents received after bid opening:

Form 605 - Contractors Performance Capability Statement

Form 621 - Assignment of Antitrust Claims

BID FORM REV 1
SYLVAN LAKE ROAD IMPROVEMENT PROJECT
TOWN OF EAGLE
November 27, 2024

Item No.	Bid Item No.	Item Description	Units	Quantity	Unit Price	Item Cost
1	201-00000	CLEARING AND GRUBBING	LS	1	\$ 1,800.00	\$ 1,800.00
2	202-00019	REMOVAL OF INLET	EACH	2	\$ 3,000.00	\$ 6,000.00
3	202-00035	REMOVAL OF PIPE	LF	18	\$ 87.00	\$ 1,566.00
4	202-00200	REMOVAL OF SIDEWALK	SY	56	\$ 19.00	\$ 1,064.00
5	202-00203	REMOVAL OF CURB AND GUTTER	LF	1,150	\$ 15.00	\$ 17,250.00
6	202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	136	\$ 65.00	\$ 8,840.00
7	202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	71	\$ 53.00	\$ 3,763.00
8	202-00220	REMOVAL OF ASPHALT MAT	SY	1,017	\$ 40.00	\$ 40,680.00
9	202-00810	REMOVAL OF SIGN	EACH	4	\$ 135.00	\$ 540.00
10	203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	63.0	\$ 620.00	\$ 39,060.00
11	203-01597	POTHOLING	HR	8	\$ 460.00	\$ 3,680.00
12	208-00000	EROSION CONTROL	LS	1	\$ 41,400.00	\$ 41,400.00
12A	210-00825	RESET FLASHING BEACON	EACH	2	\$ 9,200.00	\$ 18,400.00
13	212-00050	SOD	SF	2,184	\$ 3.40	\$ 7,425.60
14	214-00000	LANDSCAPE MAINTENANCE	LS	1	\$ 4,000.00	\$ 4,000.00
15	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	410	\$ 164.00	\$ 67,240.00
16	403-00720	HOT MIX ASPHALT (PATCHING)(ASPHALT)	TON	184	\$ 230.00	\$ 42,320.00
17	603-01120	12 INCH REINFORCED CONCRETE PIPE	LF	8	\$ 290.00	\$ 2,320.00
18	603-01240	24 INCH REINFORCED CONCRETE PIPE	LF	16	\$ 350.00	\$ 5,600.00
19	604-19105	INLET TYPE R L 5 (5 FOOT)	EACH	2	\$ 13,500.00	\$ 27,000.00
20	604-30005	MANHOLE SLAB BASE (5 FOOT)	EACH	1	\$ 7,600.00	\$ 7,600.00
21	608-00000	CONCRETE SIDEWALK (6 INCH)	SY	421	\$ 145.00	\$ 61,045.00
22	608-00010	CONCRETE CURB RAMP	SY	307	\$ 250.00	\$ 76,750.00
23	609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	34	\$ 62.50	\$ 2,125.00
24	609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	915	\$ 61.20	\$ 55,998.00
25	609-24008	GUTTER TYPE 2 (8 FOOT)	LF	26	\$ 260.00	\$ 6,760.00
26	610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	SF	443	\$ 38.00	\$ 16,834.00
27	613-16010	LIGHT STANDARD AND LUMINAIRE (DECORATIVE)	EACH	3	\$ 26,700.00	\$ 80,100.00
28	614-00011	SIGN PANEL (CLASS I)	SF	53	\$ 26.00	\$ 1,378.00
29	614-00818	STEEL SIGNPOST (W 8X18)	LF	66	\$ 307.00	\$ 20,262.00
30	614-80003	RECTANGULAR RAPID FLASHING BEACON	EACH	9	\$ 15,840.00	\$ 142,560.00
31	620-00020	SANITARY FACILITY	EACH	1	\$ 1,000.00	\$ 1,000.00
32	625-00000	CONSTRUCTION SURVEYING	LS	1	\$ 53,500.00	\$ 53,500.00
33	626-00000	MOBILIZATION	LS	1	\$ 111,000.00	\$ 111,000.00
34	627-00013	PAVEMENT MARKING PAINT (HIGH BUILD)	GAL	32	\$ 140.00	\$ 4,480.00
35	627-00070	PREFORMED THERMOPLASTIC PAVEMENT MARKING	SF	3,607	\$ 23.25	\$ 83,862.75
36	630-10005	TRAFFIC CONTROL	LS	1	\$ 115,600.00	\$ 115,600.00
37	700-70010	F/A MINOR CONTRACT REVISIONS	FA	1	\$ 25,000.00	\$ 25,000.00
TOTAL:						\$ 1,205,803.35

Comments:

BID FORM

The undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the price set opposite each item, if this Bid is accepted within 60 days of the due date. The undersigned also agrees to make delivery, or render service, within 10 days of receipt of the Notice to Proceed. The undersigned certifies that no federal, state, or local tax is included in the quoted prices and that none will be added.

Bidder acknowledges receipt of the following Addenda:

ADD. #1 11/27/24

Name of Bidder: GOULD CONSTRUCTION, INC.

Address: 6874 HYW. 82, GLENWOOD SPRINGS, CO 81601

Telephone Number: 970-945-7291

BID SUMMARY

Total Base Price:

\$ 1,205,803.35

ONE MILLION, TWO HUNDRED FIVE THOUSAND, EIGHT HUNDRED THREE DOLLARS AND $\frac{35}{100}$
(in words)

BIDDER:

GOULD CONSTRUCTION, INC.

STATE OF COLORADO)
)
COUNTY OF Garfield) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 4th day of December, 20234, by David Hillbrand, as Vice President of Gould Construction Inc.

My commission expires: 03/29, 2025

(SEAL)

Kimberly D Ochko
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20014003716
MY COMMISSION EXPIRES 03/23/2025

~~Notary Public~~

Sylvan Lake Road

Colorado Department of Transportation

Statement of Residency for Bid Preference – Form 604

Instructions: Form to be completed by an authorized agent or Officer for the bidder/Contractor submitting a bid for the Colorado Department of Transportation (CDOT) Project identified below.

Project Number: M345-005

A Resident Bidder is a person, partnership, corporation, or joint venture which is authorized to transact business in Colorado and which maintains its principal place of business in Colorado; or is a person, partnership, corporation, or joint venture which is authorized to transact business in Colorado, which maintains a place of business in Colorado, and which has paid Colorado unemployment compensation in at least seventy-five percent of the eight quarters immediately prior to bidding on a construction contract for a public project.

As a precondition to the award of a contract by the Colorado Department of Transportation for the construction of the above listed project, I do here certify that the company named below is either a Resident or Nonresident Bidder. Check one of the boxes below to indicate Resident or Nonresident Bidder.

Resident Bidder ☒ Nonresident Bidder ☐

If you indicated your company is a Nonresident Bidder, please complete the following:

1. Name the State or foreign country of residency: _____
2. Does the State or foreign country have a bidding preference for resident bidders on public projects? Check the box below to indicate yes or no.
Yes ☐ No ☐

If the answer to the above question is yes, identify the percentage preference here: _____

Signature Declaration: I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

Gould Construction, Inc

Contractor Company Name

Second Company Name if Joint Venture

By

By

Sr VP Finance

Title

Title

12/03/2024

Date

Date

Colorado Department of Transportation

Anti Collusion Affidavit – Form 606

Instructions: Form to be completed by an authorized agent or Officer for the bidder/Contractor submitting a bid for the Colorado Department of Transportation Project identified below.

Project Number: M345-005

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on their behalf and on behalf of my firm. I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
3. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
4. No attempt has been made to solicit, cause, or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or noncompetitive bid or other form of complementary bid.
5. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive, or other form of complementary bid on this project.
6. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive, or other form of complementary bid.
7. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
8. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive, or other form of complementary bid, or agreeing or promising to do so, on this project.
9. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
10. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

Signature Declaration: I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

Gould Construction, Inc.
Contractor Company Name

Second Company Name if Joint Venture

[Signature]
By

By

V.P.
Title

Title

12-4-24
Date

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Gould Construction, Inc.

P.O. Box 130, Glenwood Springs, CO 81602 as Principal, and

Employers Mutual Casualty Company as Surety, are hereby

held and firmly bound unto Town of Eagle as OWNER

in the penal sum of Five Percent (5%) of Total Amount Bid

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 4th day of December, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to _____

Town of Eagle a certain BID, attached hereto

and hereby made a part hereof to enter into a contract in writing, for the _____

Sylvan Lake Road Improvements -Gable Street to Eagle Ranch Road

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

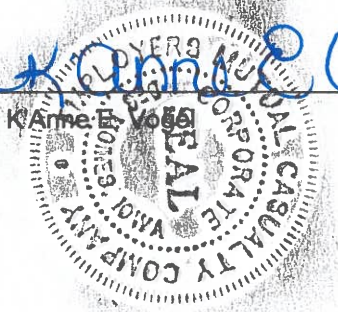
Gould Construction, Inc. _____ (L.S.)
Principal

By: DA Hillbrand
DAVID HILLBRAND V.P.



Employers Mutual Casualty Company _____
Surety

By: K. Anne E. Vogel
K. Anne E. Vogel Attorney-in-Fact



IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

TIMOTHY J. BLANCHARD, ROBERT CHARLES TORREZ, TERRI L. REESE, CHRISTINA L. TOWNSEND, JENNIFER J. WALKER, BARBARA J. ARNOLD, MARY ANN EURICH, DONNA L. ADAMS, Lynn Christine Bosman, Nikki M. Mosbrucker, Nicole Lee McGuire, K'Anne E. Vogel, ASHLEY K. ANDERSON, ANDREW P. WALTERS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

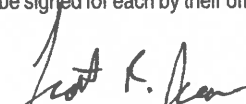
The authority hereby granted shall expire October 10th, 2025, unless sooner revoked.

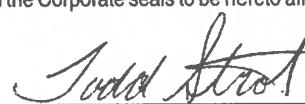
AUTHORITY FOR POWER OF ATTORNEY

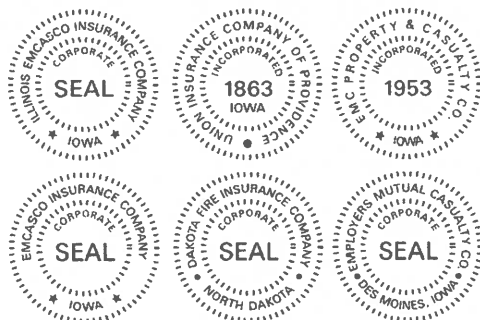
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.


Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6


Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6



On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

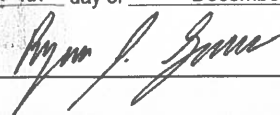
My Commission Expires October 10, 2025.


Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 4th day of December, 2024.


Ryan J. Springer
Vice President

Colorado Department of Transportation

Contractors Performance Capability Statement – Form 605

Instructions: Form to be completed by an authorized agent or Officer of the successful bidder/Contractor selected for award in accordance with the Colorado Department of Transportation's Bid Rules. Attach additional pages as needed if more space is required to complete the form.

Project Number: M345-005

Partnerships or Joint Ventures: List the names of any partnerships or joint ventures in the area below or put a check mark in the box for none.

None ☒

Performance Capability: For each item below identify decreases in the Contractor's fiscal or workmanship qualifications compared to the last prequalification application submitted to the Colorado Department of Transportation. If there are no changes/decreases, put a check mark in each box for none as applicable.

Key Personnel Changes - None ☒

Key Equipment Changes - None ☒

Fiscal Capability Changes - None ☒

Other Changes Affecting Ability to Perform Work - None ☒

Signature Declaration: I declare under penalty of perjury in the second degree, and any other applicable State or Federal laws, that the statements made on this document are true and correct to the best of my knowledge.

Gould Construction, Inc.

Contractor Company Name



By

David Hillbrand, V.P.

Title

12/11/24

Date

Second Company Name if Joint Venture

By

Title

Date

Colorado Department of Transportation

Assignment of Antitrust Claims – Form 621

Instructions: Form to be completed by an authorized agent or Officer of the successful bidder/Contractor selected for award of the Colorado Department of Transportation (CDOT) Project identified below.

Project Number: M345-005

Contractor and CDOT recognize that in actual economic practice antitrust violations ultimately impact on CDOT. Contractor hereby agrees to the following assignment of antitrust claim provisions for the executed construction Contract for the project:

1. Contractor hereby irrevocably assigns to CDOT all claims it may now have or which may hereafter accrue to it under federal or state antitrust laws in connection with the project, goods or services purchased or acquired by CDOT pursuant to the executed construction Contract.
2. Contractor hereby expressly agrees:
 - A. Upon becoming aware that a third party has commenced a civil action asserting on Contractor's behalf and antitrust claim which has been assigned to CDOT hereunder, Contractor shall immediately advise in writing:
 - i. Such third party that the antitrust claim has been assigned to CDOT, and
 - ii. CDOT that such civil action is pending and of the date on which, in accordance with subparagraph A.(i) above, Contractor notified such third party that the antitrust claim had been assigned to CDOT.
 - B. To take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder.
 - C. Promptly to pay over to CDOT its proper share of any payment under an antitrust claim brought on Contractor's behalf by any third party and which claim has been assigned to CDOT hereunder.
3. Further, Contractor agrees that in the event it hires one or more subcontractors to perform any of its duties under the executed construction Contract, Contractor shall require that each subcontractor do the following:
 - A. Irrevocably assign to CDOT as a third party beneficiary all claims that such subcontractor may have or which may thereafter accrue to the subcontractor under federal and state antitrust laws in connection with any goods or services provided by the subcontractor in carrying out the subcontractor's obligations to the Contractor.
 - B. Upon becoming aware that a third party has commenced a civil action asserting on subcontractor's behalf and antitrust claim which has been assigned to CDOT hereunder, Contractor shall immediately advise in writing:
 - i. Such third party that the antitrust claim has been assigned to CDOT, and
 - ii. Contractor and CDOT that such civil action is pending and of the date on which, in accordance with subparagraph B(i) above, subcontractor notified such third party that the antitrust claim had been assigned to CDOT.
 - C. Take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder.
 - D. Promptly to pay over to CDOT its proper share of any payment under an antitrust claim brought on subcontractor's behalf by any third party and which claim has been assigned or dedicated to CDOT pursuant hereto.

Signature Declaration: Acting in my capacity as an authorized agent or Officer for the Contractor do hereby agree to the above assignment of antitrust claim provisions.

Gould Construction, Inc.

Contractor Company Name



By

David Hillbrand, V.P.

Title

12/11/24

Date

Second Company Name if Joint Venture

By

Title

Date

Award Plans and Specifications

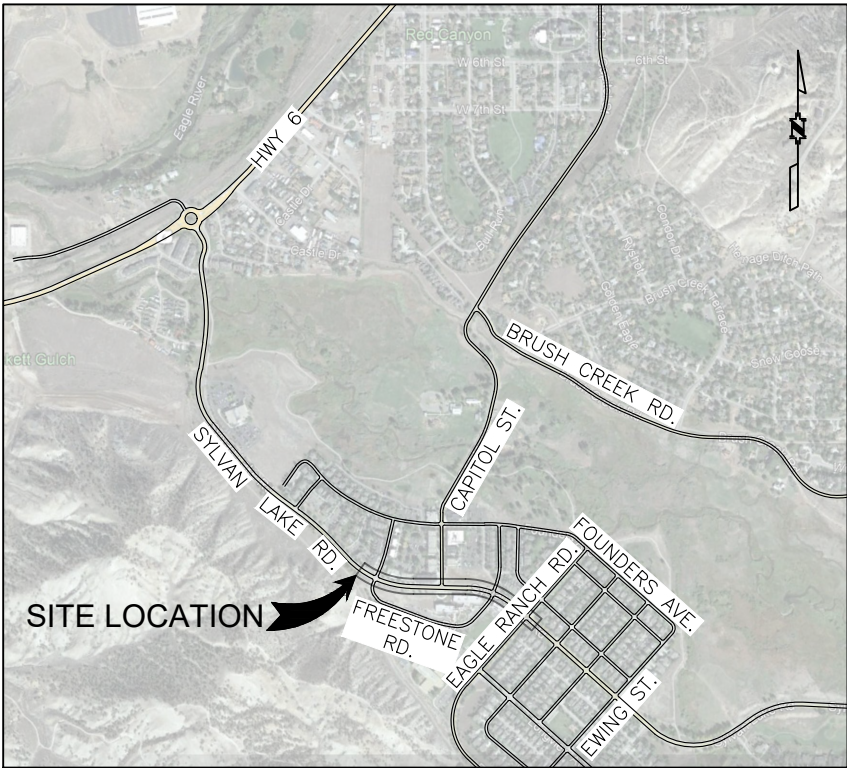
J:\CIVIL\23.1176-EAGLE - SYLVAN LAKE ROAD INTERSECTIONS\PLANS\CDS\ROADWAY\01 - COVER SHEET

Oversight / NHS	
FHWA PROJECTS OF DIVISION INTEREST (PoDI) OVERSIGHT?	☒ NO ☐ YES
NATIONAL HIGHWAY SYSTEM?	☒ NO ☐ YES

TABULATION OF LENGTH & DESIGN DATA

STATION	LINEAL FEET	
	ROADWAY	MAJOR STRUCTURE
SYLVAN LAKE ROAD STA. 11+38 BEGIN PROJECT STA. 24+46 END PROJECT	1308	
	-	
	-	
TOTAL	1308	
SUMMARY OF PROJECT LENGTH	FEET	MILES
ROADWAY (NET LENGTH)	1308	0.25
DESIGN DATA		
MINIMUM RADIUS OF CURVE	N/A	
MAXIMUM GRADE	N/A	
MINIMUM S.S.D. HORIZONTAL	N/A	
MINIMUM S.S.D. VERTICAL	N/A	
MAXIMUM DESIGN SPEED	30	
CLEAR ZONE DISTANCE (MIN)	12	

ROADWAY IMPROVEMENTS
SYLVAN LAKE ROAD
FINAL DESIGN ROADWAY PLANS
PROJECT NO. 23.1176
CDOT PROJECT CONTROL NO. 25693
EAGLE COUNTY, COLORADO
NOVEMBER 21, 2024



PROJECT LOCATION MAP
1"=1500'

CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES WITH THE PROPOSED ELEVATIONS SHOWN IN THESE PLANS. ENGINEER WILL NOT BE LIABLE FOR ANY COST ASSOCIATED WITH CHANGES TO THE DESIGN WITHOUT PROPER NOTIFICATION.



CALL 811 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES
MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM (PROVIDED) ASCE (38) UTILITY QUALITY LEVEL D (Q_u) AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES (DEPICTED OR NOT DEPICTED) PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.



SHEET NO.	INDEX OF SHEETS
1	COVER SHEET
2	M&S STANDARDS PLANS LIST
3	TYPICAL SECTIONS
4	CDOT NOTES
5	GEOMETRIC CONTROL PLAN
6	SURVEY CONTROL PLAN
7	SUMMARY OF APPROXIMATE QUANTITIES
8	TABULATIONS
9	DETAILS
10	EXISTING CONDITIONS
11	EXISTING CONDITIONS
12	DEMOLITION PLAN
13	DEMOLITION PLAN
14	DEMOLITION PLAN
15	INTERSECTION PLAN – CAPITOL ST.
16	INTERSECTION PLAN – MACDONALD ST.
17	INTERSECTION PLAN – EAGLE RANCH RD.
18	NORTH FLOWLINE PLAN – CAPITOL TO MACDONALD
19	NORTH FLOWLINE PROFILE– CAPITOL TO MACDONALD
20	STORM PLAN
21	STORMWATER MANAGEMENT PLAN
22	STORMWATER MANAGEMENT PLAN
23	STORMWATER MANAGEMENT PLAN
24	STORMWATER MANAGEMENT PLAN
25	STORMWATER MANAGEMENT PLAN
26	STORMWATER MANAGEMENT PLAN
27	INITAL – EROSION CONTROL PLAN
28	INITAL – EROSION CONTROL PLAN
29	INITAL – EROSION CONTROL PLAN
30	INTERIM – EROSION CONTROL PLAN
31	INTERIM – EROSION CONTROL PLAN
32	INTERIM – EROSION CONTROL PLAN
33	FINAL – EROSION CONTROL PLAN
34	FINAL – EROSION CONTROL PLAN
35	FINAL – EROSION CONTROL PLAN
36	SUGGESTED TEMPORARY TRAFFIC CONTROL PLAN
37	SUGGESTED TEMPORARY TRAFFIC CONTROL PLAN
38	SUGGESTED TEMPORARY TRAFFIC CONTROL PLAN
39	SIGNING & STRIPING PLAN
40	SIGNING & STRIPING PLAN
41	SIGNING & STRIPING PLAN
42	SURVEY TABULATION SHEET

Print Date: 10/3/2024	0000
File Name: 01 - COVER SHEET.dwg	
Unit Information	
Unit Leader	
MARTIN/MARTIN CONSULTING ENGINEERS 12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215 MAIN 303.431.6100 MARTINMARTIN.COM	

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation
222 SOUTH 6TH ST., #317 GRAND JUNCTION, CO 81501-2769 970-243-2368
Region 3

As Constructed	TOWN OF EAGLE - SYLVAN LAKE ROAD INTERSECTIONS COVER SHEET		Project No./Code
No Revisions:			Number
Revised:	Designer: K. KLIPSTINE		23.1176
Void:	Detailer: C. SIMPSON		Sheet Number
	Sheet Subset: ----	Subset Sheet:	1

J:\CIVIL\23.1176-EAGLE - SYLVAN LAKE ROAD INTERSECTIONS\PLANS\CDS\ROADWAY\02 - STANDARD PLANS

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☒ M-100-2	ACRONYMS AND ABBREVIATIONS (4 SHEETS)	4-7
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☐ M-203-2	DITCH TYPES	9
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COLORADO
DEPARTMENT OF TRANSPORTATION
M&S STANDARDS PLANS LIST
July 31, 2019

Revised on MAY 16, 2024

ALL OF THE M&S STANDARD PLANS, AS SUPPLEMENTED AND REVISED, APPLY TO THIS PROJECT WHEN USED BY DESIGNATED PAY ITEM OR SUBSIDIARY ITEM.

THE M&S STANDARD PLANS USED TO DESIGN THIS PROJECT ARE INDICATED BY A MARKED BOX ☒, AND WILL BE ATTACHED TO THE PLANS. ALL OTHER M&S STANDARD PLANS ARE STILL ELIGIBLE FOR USE IN CONSTRUCTION IF APPROVED BY AN APPROPRIATE CDOT ENGINEER.

PLAN NUMBER	S STANDARD TITLE	PAGE NUMBER
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☐ S-613-1	ROADWAY LIGHTING (6 SHEETS)	179-186
☐ S-613-2	ALTERNATIVE ROADWAY LIGHTING (4 SHEETS) (NEW, ISSUED ON SEPTEMBER 30, 2020)	
☐ S-613-4	TRAFFIC SIGNAL ONE-LINE DIAGRAM (6 SHEETS) (NEW, ISSUED ON JUNE 15, 2023)	
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☐ S-614-3	CLASS II SIGNS	190
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☐ S-614-5	BREAK-AWAY SIGN SUPPORT DETAILS FOR CLASS III SIGNS (2 SHEETS)	194-195
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☐ S-614-10	MARKER ASSEMBLY INSTALLATIONS	207
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☐ S-614-12	STRUCTURE NUMBER INSTALLATION (2 SHEETS)	209-210
☒ S-614-14	FLASHING BEACON AND SIGN INSTALLATIONS (4 SHEETS)	211-214
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☐ S-614-21	CONCRETE BARRIER SIGN POST INSTALLATIONS (2 SHEETS) (REVISED ON SEPTEMBER 21, 2020)	216-217
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☐ S-614-40	TYPICAL TRAFFIC SIGNAL 30'-75' DOUBLE MAST ARMS 65'-75' SINGLE MAST ARMS (5 SHEETS) (REVISED ON JULY 22, 2022)	219-223
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☐ S-614-41	TEMPORARY SPAN WIRE SIGNALS (13 SHEETS)	228-240
☐ S-614-42	CABINET FOUNDATION DETAIL (4 SHEETS)	241-244
☐ S-614-43	TRAFFIC LOOP AND MISCELLANEOUS SIGNAL DETAILS (8 SHEETS)	245-252
☐ S-614-44	PEDESTAL POLE SIGNALS (2 SHEETS)	253-254
☐ S-614-45	PEDESTRIAN PUSH BUTTON POST ASSEMBLY DETAILS (6 SHEETS) (REVISED ON DECEMBER 3, 2020)	
☐ S-614-50	STATIC SIGN MONOTUBE STRUCTURES (12 SHEETS)	255-266
☐ S-614-60	DYNAMIC SIGN MONOTUBE STRUCTURES (14 SHEETS)	267-280
☒ S-627-1	PAVEMENT MARKINGS (11 SHEETS)	281-289
☒ S-630-1	TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION (26 SHEETS) (REVISED ON JULY 24, 2023)	290-313
☒ S-630-2	BARRICADES, DRUMS, CONCRETE BARRIERS (TEMP) AND VERTICAL PANELS	314
☐ S-630-3	FLASHING BEACON (PORTABLE) DETAILS	315
☐ S-630-4	STEEL SIGN SUPPORT (TEMPORARY) INSTALLATION DETAILS (2 SHEETS)	316-317
☐ S-630-5	PORTABLE RUMBLE STRIPS (TEMPORARY) (2 SHEETS)	318-319
☐ S-630-6	EMERGENCY PULL-OFF AREA (TEMPORARY)	320
S-630-7	ROLLING ROADBLOCKS FOR TRAFFIC CONTROL (3 SHEETS)	321-323

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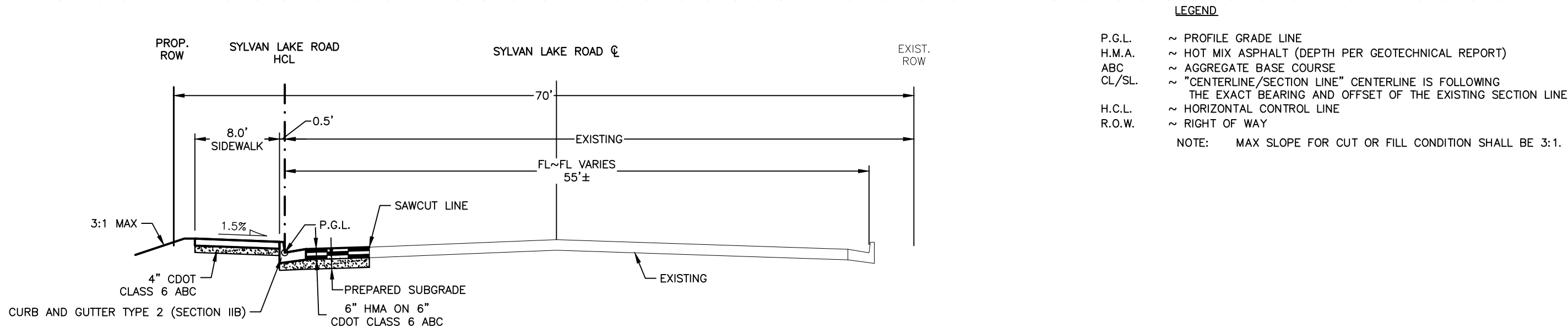
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TOWN OF EAGLE - SYLVAN LAKE ROAD INTERSECTIONS M&S STANDARDS PLANS LIST			Project No./Code
			Number
Designer: K. KLIPSTINE			23.1176
Detailer: C. SIMPSON			
Sheet Subset: ---	Subset Sheet:		Sheet Number 2

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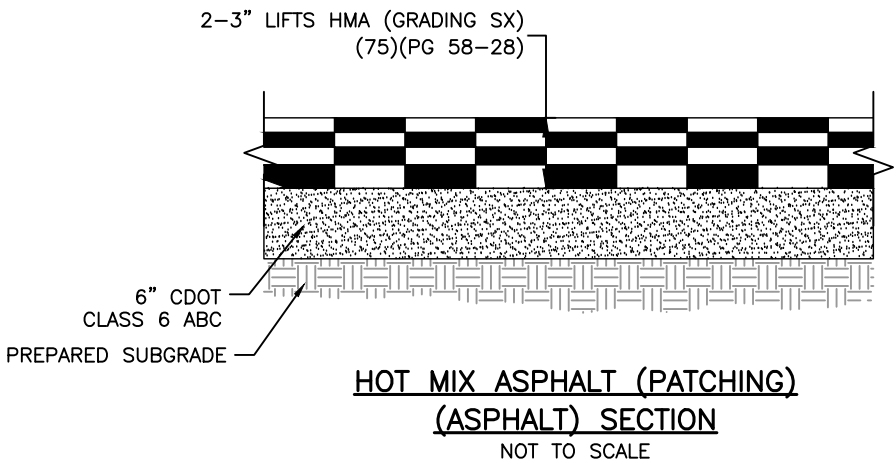


SYLVAN LAKE RD TYPICAL SECTION (LOOKING EAST)
NOT TO SCALE

SUMMARY OF EARTHWORK

ITEM	PROJECT TOTALS
	CU. YDS.
EMBANKMENT MATERIAL (CIP) SYLVAN LAKE ROAD (FOR INFORMATION ONLY)	275
SUBTOTAL	275
TOTAL EMBANKMENT	275
UNCLASSIFIED EXCAVATION (CIP)	453
SUBTOTAL	453
TOTAL UNCL. EX.	453
ROADWAY QUANTITIES BALANCE	
EXCAVATION (NET)	453
BALANCE TOTAL	453
UNCLASSIFIED EXCAVATION TO BE EXPORTED BY CONTRACTOR	453

NOTE:
1. EARTHWORK QUANTITIES ARE RAW NUMBERS AND HAVE NOT BEEN ADJUSTED TO ACCOUNT FOR SHRINK, SWELL, OR COMPACTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EARTHWORK VALUES.



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Detailer: C. SIMPSON	
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Number
23.1176
Sheet Number 3

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CDOT GENERAL NOTES

1. ALL MATERIALS, EQUIPMENT, INSTALLATION AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING STANDARD REFERENCES AS APPLICABLE:
a.CDOT FIELD MATERIALS MANUAL
b.CDOT CONSTRUCTION MANUAL
c.CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION
d.CDOT PROJECT SPECIAL PROVISIONS AND STANDARD SPECIAL PROVISIONS, AS APPLICABLE TO THE PROJECT
e.CDOT STANDARD PLANS (M&S STANDARDS)
f.FHWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR STREETS AND HIGHWAYS AND THE COLORADO SUPPLEMENT THERETO
g.AASHTO ROADSIDE DESIGN GUIDE

PLEASE NOTE THAT SOME OF THE REFERENCE MATERIALS LISTED ABOVE MAY BE PURCHASED FROM:
COLORADO DEPARTMENT OF TRANSPORTATION
BID PLANS ROOM
2829 W. HOWARD PLACE
DENVER, CO 80204
(303) 757-9313
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO AFFECTED PROPERTY OWNERS AT ALL TIMES DURING CONSTRUCTION AT NO ADDITIONAL COST.
3. THE CONTRACTOR SHALL CONDUCT ALL CONSTRUCTION ACTIVITIES WITHIN THE BOUNDARY OF THE PUBLIC RIGHT OF WAY.
4. PERMITTEE SHALL DESIGNATE A CERTIFIED TRAFFIC CONTROL SUPERVISOR (TCS) TO MANAGE CONSTRUCTION SIGNAGE AND SAFETY OF OPERATIONS DURING ACTIVITIES WITHIN CDOT RIGHT OF WAY. THE TCS SHALL BE AVAILABLE WHENEVER WORK IS IN PROGRESS.
5. THE ENGINEER OF RECORD IS RESPONSIBLE FOR ALL EROSION CONTROL ELEMENTS.
6. THE PERMITTEE SHALL COMPLETE ALL WORK IN THE TOWN RIGHT OF WAY WITHIN A SINGLE CONSTRUCTION SEASON.
7. THE PERMITTEE SHALL COMPLETE ALL WORK IN THE TOWN RIGHT OF WAY WITHIN A SINGLE CONSTRUCTION SEASON.
8. UNLESS OTHERWISE NOTED IN THE PLANS, ALL CONCRETE FOR CURB AND GUTTER, MULTI-USE TRAIL, MEDIAN COVER, AND SIDEWALK SHALL BE CLASS B CONCRETE.
9. IF THE PAVEMENT OR CURB AND GUTTER IS DAMAGED BY THE CONTRACTOR, THE ENTIRE AFFECTED SECTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. THE WORK AND EXTENT OF WORK SHALL BE PER THE CDOT PROJECT INSPECTOR AND THE REGION 3 REGION MATERIALS ENGINEER.
10. WHERE IT IS REQUIRED TO CUT EXISTING PAVEMENT, THE CUTTING SHALL BE DONE TO A NEAT WORK LINE, FULL DEPTH WITH A PAVEMENT-CUTTING SAW.
11. FOR PRELIMINARY PLAN QUANTITIES OF PAVEMENT MATERIALS, THE FOLLOWING RATES OF APPLICATION WERE USED:
HOT MIX ASPHALT..... @ 110 LBS./SQ.YD-INCH
TACK COAT DILUTED EMULSIFIED ASPHALT..... @ 0.10 GALS./SQ.YD.(DILUTED)
AGGREGATE BASE COURSE..... @ 133 LBS./CU.FT.
12. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF 1 PART EMULSIFIED ASPHALT AND 1 PART WATER. RATES OF APPLICATION SHALL BE DETERMINED BY THE ENGINEER AT THE TIME OF APPLICATION.
13. A TACK COAT OF EMULSIFIED ASPHALT (SLOW-SETTING) SHALL BE APPLIED AT THE FOLLOWING LOCATIONS:
•BEFORE PLACING NEW PAVEMENT OVER EXISTING OR NEW PAVEMENT
•ADJACENT TO EXISTING PAVEMENT, AND OTHER SURFACES AGAINST WHICH ASPHALT IS PLACED
•BETWEEN PAVEMENT COURSES
14. BEFORE PLACEMENT OF THE TACK COAT, THE CONTRACTOR SHALL CLEAN THE ROADWAY AS DIRECTED BY THE ENGINEER. CLEANING WILL NOT BE MEASURED AND PAID FOR SEPARATELY BUT SHALL BE CONSIDERED INCIDENTAL TO THE WORK.
15. ANY LAYER OF HOT MIX ASPHALT THAT IS TO HAVE A SUCCEEDING LAYER PLACED THEREON SHALL BE COMPLETED FULL WIDTH BEFORE THE SUCCEEDING LAYER IS PLACED. THE TOP LIFT OF HOT MIX ASPHALT SHALL BE TREATED AS AN OVERLAY; IT SHALL NOT BE PLACED UNTIL ALL OTHER WORK, INCLUDING WIDENING, PATCHING AND RECONSTRUCTION THAT REQUIRE A LOWER LAYER OF HOT MIX ASPHALT, HAS BEEN COMPLETED.
16. WHERE PAVEMENT IS TO ABUT EXISTING PAVEMENT OR IT IS REQUIRED TO CUT EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE REMOVED TO A NEAT VERTICAL LINE WITH A SAW OR AS APPROVED BY THE ENGINEER. CUT FACES SHALL NOT REMAIN UNPROTECTED OVERNIGHT. THIS WORK WILL NOT BE PAID SEPARATELY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE WORK. THE CONTRACTOR WILL BE REQUIRED TO PAINT OR SPRAY THE EDGE OF THE CUT ASPHALT WITH DILUTED EMULSIFIED ASPHALT (SLOW-SETTING) PRIOR TO PAVING OPERATIONS.
17. SEAL JOINTS WITH APPROVED SEALING MATERIAL.
18. MOISTURE DENSITY CONTROL SHALL BE FULL DEPTH FOR EMBANKMENTS AND 0.5 FEET FOR THE BASES OF CUTS AND FILLS. MOISTURE DENSITY CONTROL SHALL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCLUDED IN THE COST OF THE WORK.
19. ALL SAW CUTTING AND CONCRETE WASTE WATER RESIDUE SHALL BE CONTAINED AND NOT ALLOWED TO ENTER ANY STORM DRAIN OR SURFACE WATER.

CDOT NOTES CONTINUED

20. TO PROVIDE FOR ADEQUATE SULFATE RESISTANCE IN ALL CONCRETE SUPPLIED, SEVERITY OF POTENTIAL EXPOSURE SHALL BE CLASS 1 FOR THIS PROJECT. CLASS C FLY ASH SHALL NOT BE SUBSTITUTED FOR CEMENT. CLASS F FLY ASH SHALL BE USED IN ACCORDANCE WITH CDOT SPECIFICATIONS.
21. IMPORTED EMBANKMENT MATERIAL SHALL MEET THE REQUIREMENTS FOR CLASS 1 SEVERITY OF SULFATE EXPOSURE.
22. ALL MATERIAL PLACED IN CDOT RIGHT OF WAY SHALL FOLLOW THE TESTING PROTOCOL(S) OUTLINED IN THE LATEST FIELD MATERIALS MANUAL WHICH AVAILABLE HERE:

THE REQUIRED TESTS AND FREQUENCY ARE SHOWN IN THE OA SCHEDULE AVAILABLE HERE:
<https://codot.gov/business/designsupport/materials-and-geotechnical/manuals/2021-fmm/intro-docs/08-0a-schedule-21>
<https://www.codot.gov/business/designsupport/materials-and-geotechnical/manuals/2021-fmm>
23. TRAVEL LANES ARE NOT SUBJECT TO SMOOTHNESS INCENTIVE/DISINCENTIVE PAYMENTS. ROADWAY SMOOTHNESS SHALL BE BASED ON THE STRAIGHTEDGE TESTING METHOD AS DESCRIBED IN THE PROJECT SPECIAL PROVISIONS, SECTION 105.
24. THIS PROJECT WILL NOT BE SUBJECT TO QUALITY INCENTIVE PAYMENTS FOR ASPHALT QUALITY. THIS PROJECT WILL BE SUBJECT TO PRICE REDUCTIONS PER SECTION 105.05 OF THE STANDARD SPECIFICATIONS.
25. THIS PROJECT WILL NOT BE SUBJECT TO ASPHALT CEMENT COST ADJUSTMENT PAYMENTS FOR ASPHALT CEMENT.

UTILITY NOTES:

1. ARE NOT SHOWN ON THE PLANS OR UTILITIES SHOWN ON THE PLANS ARE ASCE 38-22 QUALITY LEVEL (A,B,C,D).
2. THE CONTRACTOR'S ATTENTION IS DIRECTED TO SUBSECTION 105.11 OF THE STANDARD SPECIFICATIONS AND THE UTILITY PROJECT SPECIAL PROVISIONS CONCERNING UTILITIES. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH UTILITY OWNERS IN THEIR REMOVAL, ADJUSTMENT AND/OR RELOCATION OPERATIONS SO THAT THE UTILITY WORK CAN BE ACCOMPLISHED WITHOUT IMPACTING THE CONSTRUCTION SCHEDULE.
3. THE CONTRACTOR SHALL COMPLY WITH ARTICLE 1.5 OF TITLE 9, CRS, (EXCAVATION REQUIREMENTS) WHEN EXCAVATING OR GRADING IS PLANNED IN THE AREA OF UNDERGROUND UTILITY FACILITIES. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC) AT 811 OR 1-800-922-1987. THE CONTRACTOR SHALL NOTIFY ALL AFFECTED UTILITIES NO FEWER THAN TWO (2) BUSINESS DAYS PRIOR TO COMMENCING EXCAVATION OR GRADING. THE TWO (2) BUSINESS DAYS ARE IN ADDITION TO THE DAY NOTIFICATION WAS MADE TO UNCC.
4. CDOT LOCATES ARE REQUESTED THROUGH THE UNCC. UTILITY SERVICE LATERALS SHALL ALSO BE LOCATED PRIOR TO EXCAVATION OR GRADING.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AT PIPES, CULVERTS, CONCRETE BOX CULVERTS AND OTHER AREAS OF EXCAVATION AS NECESSARY TO ENSURE THE UTILITIES WILL NOT BE IMPACTED. IT IS ESTIMATED THAT ZERO (8) HOURS OF POTHOLING WILL BE REQUIRED ON THIS PROJECT AS DIRECTED BY THE PROJECT ENGINEER.
6. THERE ARE POSSIBLE UTILITY CONFLICTS WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL REQUEST UTILITY LOCATES PRIOR TO COMMENCING ANY TYPE OF EXCAVATION. BASED UPON THESE LOCATES CONSTRUCTION IMPROVEMENTS MAY NEED TO BE ADJUSTED AS DIRECTED BY THE PROJECT ENGINEER TO AVOID A UTILITY. HAND DIGGING MAY BE REQUIRED.
CDOT REGION 3 (TRAFFIC SECTION): MARC TRAVIS 970-683-7534 Cell: 970-379-9809
CDOT REGION 3 (ELECTRIC): TYLER POTTORFF 970-712-4134
VARIOUS MEMBER UTILITIES: 811 OR 800-922-1987

GENERAL NOTES:

1. DURING ALL SUBSURFACE ACTIVITIES, WORKERS SHALL BE ALERT FOR VISUAL AND OLFACTORY SIGNS OF CONTAMINATION. IF CONTAMINATION IS ENCOUNTED, WORK SHALL STOP AND PROCEDURES ESTABLISHED IN THE CDOT 250 SPEC SHALL BE FOLLOWED. ANY CONTAMINATED SOILS OR LANDFILL MATERIAL SHALL BE PROPERLY HANDLED AND SAMPLED PRIOR TO DISPOSAL.
2. KEEP ALL STAGING, PARKING, AND MATERIAL STOCKPILES TO PREVIOUSLY DISTURBED AREAS.
3. MEDIAN COVER MATERIAL SHALL BE DAVIS COLOR BAJA RED WITH AN ASHLAR CUT SLATE PATTERN. CONTRACTOR TO CONFIRM COLOR AND PATTERN WITH THE TOWN BEFORE ORDERING MATERIALS.
4. ALL FLAT WORK SHALL BE COMPLETED BY JULY 11, 2025. PAVEMENT MARKING REMOVALS WILL BE INCORPORATED INTO THE TOWN OF EAGLE'S PLANNED MAINTENANCE SCHEDULE THAT INCLUDES THE MILL AND OVERLAY OF SYLVAN LAKE ROAD. AFTER WHICH THE CONTRACTOR WILL BE RESPONSIBLE FOR THE INSTALLATION OF PERMANENT PAVEMENT MARKING.
5. THE CONTRACTOR SHALL ADHERE TO ALL ADA CURB RAMP DETAILS AS NOTED IN M-608-1. NO VARIANCES WILL BE ISSUED FOR RAMPs THAT ARE OUT OF COMPLIANCE AND THE CONTRACTOR SHALL ADHERE TO THE GRADES AND LINES AS SHOWN HEREIN.

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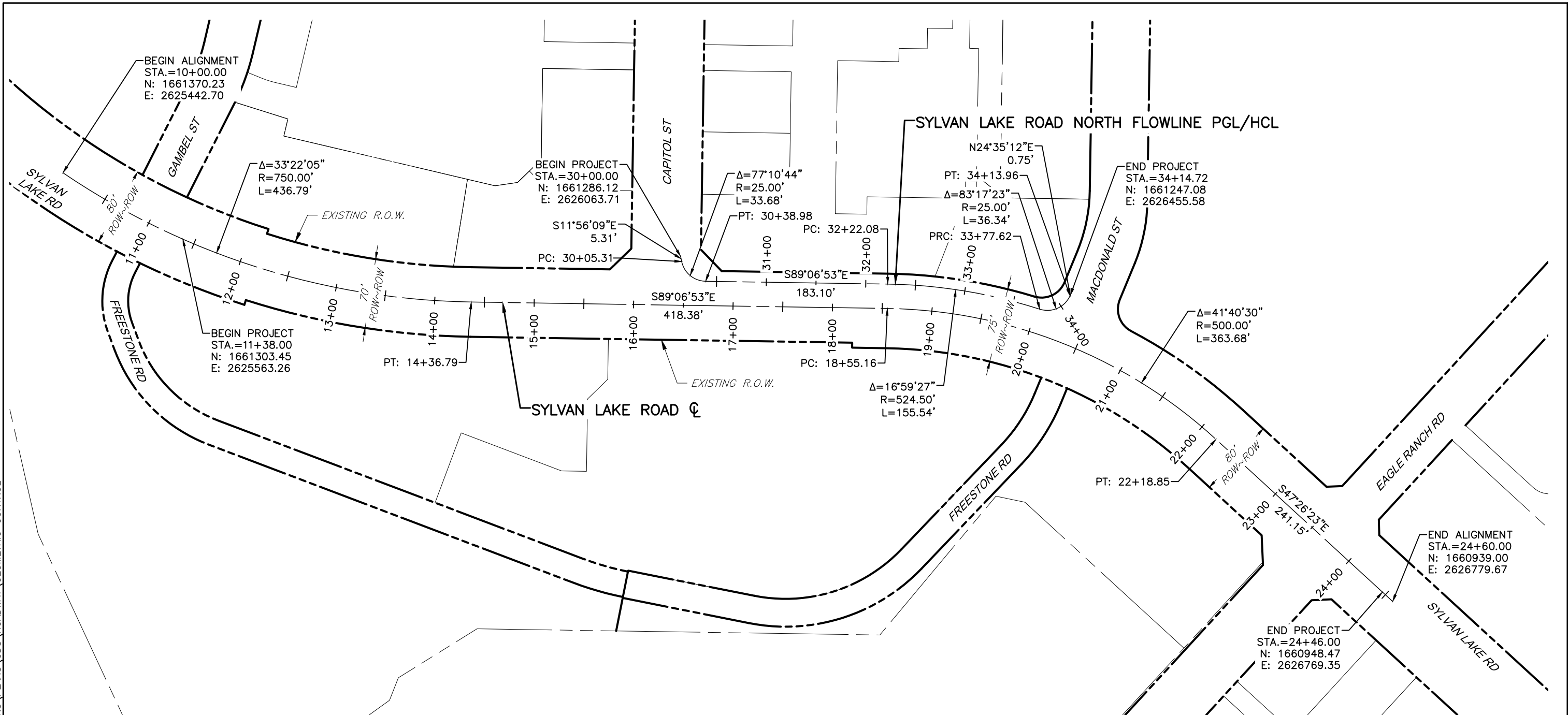
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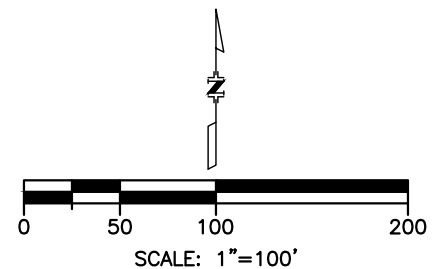
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Detailer:	C. SIMPSON			
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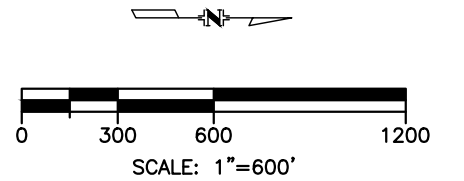
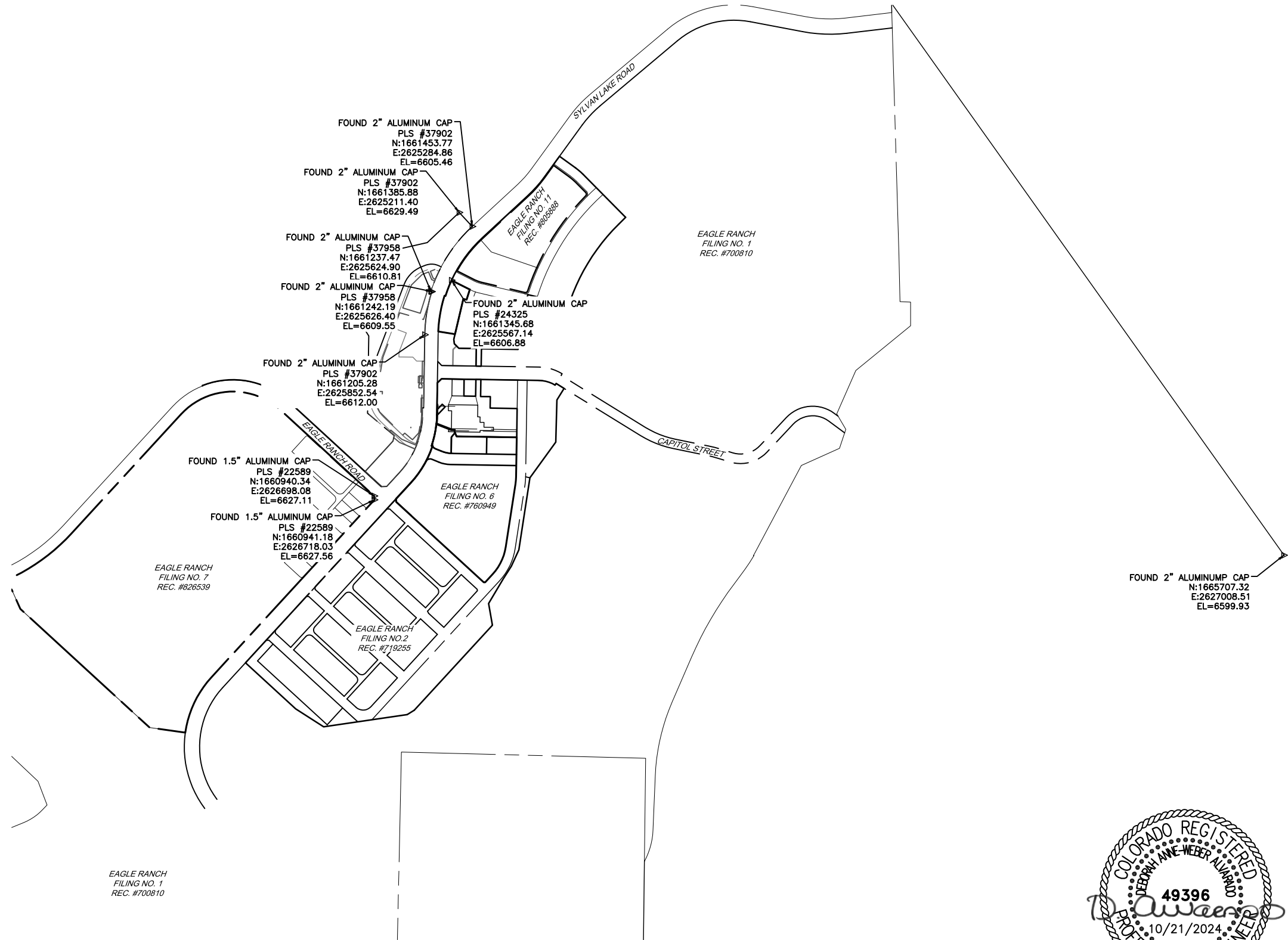
CALL 811 2-BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG, GRADE OR EXCAVATE FOR
MARKING OF UNDERGROUND MEMBER UTILITIES

MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY
LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN
PLOTTED FROM (PROVIDED) ASCE (38) UTILITY QUALITY LEVEL D
(Q_u) AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTORS
RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL
AND VERTICAL LOCATION OF ALL UTILITIES (DEPICTED OR NOT
DEPICTED) PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.



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GENERAL NOTES

- DATE OF TOPOGRAPHY: OCTOBER 10, 2023
- PROJECT BENCHMARK: NGS POINT D-280
ELEVATION=6625.21 (NAVD88)
- HORIZONTAL DATUM: NAD83 COLORADO CENTRAL ZONE 502
SCALE FACTOR=1.000333420



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Sheet Number
6

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Item No.	Contract Item No.	Description	Unit	ROADWAY		DRAINAGE		EROSION CONTROL					Total	
				Plan	As Const.	Plan	As Const.	Plan	As Const.				Plan	As Const.
1	201-00000	CLEARING AND GRUBBING	LS	1									1	
2	202-00019	REMOVAL OF INLET	EACH			2								
3	202-00035	REMOVAL OF PIPE	LF			18								
4	202-00200	REMOVAL OF SIDEWALK	SY	56									56	
5	202-00203	REMOVAL OF CURB AND GUTTER	LF	1,150									1,150	
6	202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	136									136	
7	202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	71									71	
8	202-00220	REMOVAL OF ASPHALT MAT	SY	1,017									1,017	
9	202-00810	REMOVAL OF SIGN	EACH	4									4	
10	203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	453									453	
11	203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)(FOR INFORMATION ONLY)	CY	275	(R-2)								275	
12	203-01597	POTHOLING	HR	8									8	
13	208-00000	EROSION CONTROL (LS)	LS					1					1	
14	210-00825	RESET FLASHING BEACON	EACH	2										
15	212-00050	SOD	SF	2,184									2,184	
16	214-00000	LANDSCAPE MAINTENANCE	LS	1	(R-1)								1	
17	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	410									410	
18	403-00720	HOT MIX ASPHALT (PATCHING)(ASPHALT)	TON	184	(R-1)								184	
19	603-01120	12 INCH REINFORCED CONCRETE PIPE	LF			8							8	
20	603-01240	24 INCH REINFORCED CONCRETE PIPE	LF			16							16	
21	604-19105	INLET TYPE R L 5 (5 FOOT)	EACH			2							2	
22	604-30005	MANHOLE SLAB BASE (5 FOOT)	EACH			1								
23	608-00000	CONCRETE SIDEWALK (6 INCH)	SY	421									421	
24	608-00010	CONCRETE CURB RAMP	SY	307									307	
25	609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	34									34	
26	609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	915									915	
27	609-24008	GUTTER TYPE 2 (8 FOOT)	LF	26									26	
28	610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	SF	443									443	
29	613-16010	LIGHT STANDARD AND LUMINAIRE (DECORATIVE)	EACH	3	(R-1)								3	
30	614-00011	SIGN PANEL (CLASS I)	SF	53									53	
31	614-00818	STEEL SIGNPOST (W 8X18)	LF	66									66	
32	614-80003	RECTANGULAR RAPID FLASHING BEACON	EACH	9									9	
33	620-00020	SANITARY FACILITY	EACH	1									1	
34	625-00000	CONSTRUCTION SURVEYING	LS	1									1	
35	626-00000	MOBILIZATION	LS	1									1	
36	627-00013	PAVEMENT MARKING PAINT (HIGH BUILD)	GAL	32									32	
37	627-00070	PREFORMED THERMOPLASTIC PAVEMENT MARKING	SF	3,607									3,607	
38	630-10005	TRAFFIC CONTROL	LS	1									1	
39	700-70010	F/A MINOR CONTRACT REVISIONS	FA	1									1	



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Region 3

As Constructed		TOWN OF EAGLE - SYLVAN LAKE ROAD INTERSECTIONS				Project No./Code	
No Revisions:		SUMMARY OF APPROXIMATE QUANTITIES				Number	
Revised:		Designer:	K. KLIPSTINE			23.1176	
Void:		Detailer:	C. SIMPSON			Sheet Number	
		Sheet Subset:	----	Subset Sheet:		7	

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TABULATION OF ROADWAY ITEMS

STATION			Side	RESET FLASHING BEACON	SOD	AGGREGATE BASE COURSE (CLASS 6)	HOT MIX ASPHALT (PATCHING)(ASPHALT)	12 INCH REINFORCED CONCRETE PIPE	24 INCH REINFORCED CONCRETE PIPE	INLET TYPE R (5 FOOT)	MANHOLE SLAB BASE (5 FOOT)	CONCRETE SIDEWALK (6 Inch)	CONCRETE CURB RAMP	CURB AND GUTTER TYPE 2 (SECTION I-B)	CURB AND GUTTER TYPE 2 (SECTION II-B)	GUTTER TYPE 2 (8 FOOT)	MEDIAN COVER MATERIAL	LIGHT STANDARD AND LUMINAIRE (DECORATIVE)	RECTANGULAR RAPID FLASHING BEACON
				EA	SF	TON	TON	LF	LF	EA	EA	SY	SY	LF	LF	LF	SF	EA	EA
				210-00825	212-00050	304-06000	403-33741	603-01120	603-01240	604-19105	604-30005	608-00000	608-00010	609-21010	609-21020	609-24008	610-00020	613-16010	614-80003
SYLVAN LAKE ROAD																			
10+00	TO	14+50	LT																
			RT																
14+50	TO	19+00	LT		38	123	42					216	65		285		275	1	2
			RT		209	40	10	8		1		80	24		102			1	2
19+00	TO	24+75	LT	1	550	157	80					115	135	34	252		168		3
			RT	1	1387	90	44		16	1	1	10	83		263	26		1	2
TOTAL				2	2184	410	184	8	16	2	1	421	307	34	915	26	443	3	9

(R-1)

(R-1)

TABULATION OF PAVEMENT MARKINGS

Station			PAVEMENT MARKING LINES (LINEAL FEET)				STOP BAR	CROSSWALK	YIELD TRIANGLES	PAVEMENT MRKG ARROW/BIKE
			EDGE	CENTER	CHANNELIZING					
			WHITE SOLID 4 INCH	DOUBLE YELLOW SOLID 4 INCH	WHITE SOLID 8 INCH	WHITE BROKEN 4 INCH	SF	SF	SF	SF
SYLVAN LAKE ROAD										
10+00	TO	14+50	1242	1222			36	272		21
14+50	TO	19+00	1289	1494	102		40	416	48	90
19+00	TO	24+75	114	1374	209	245	123	832	54	161
TOTAL			2645	4090	311	245	199	1520	102	273
TOTAL (SF)			882	1363	207	82	199	1520	102	273
PREFORMED THERMOPLASTIC PVMT MARKING (SF)							362	2768	204	273
PAVEMENT MARKING PAINT HIGH BUILD (GAL)			11	17	3	1				
PROJECT TOTAL			32				3607			

TABULATION OF REMOVALS, RESETS, AND ADJUSTMENTS

STATION			SIDE	REMOVAL OF INLET	REMOVAL OF PIPE	REMOVAL OF SIDEWALK	REMOVAL OF CURB AND GUTTER	REMOVAL OF CONCRETE CURB RAMP	REMOVAL OF CONCRETE PAVEMENT	REMOVAL OF ASPHALT MAT	REMOVAL OF SIGN
				EA	LF	SY	LF	SY	SY	SY	EA
				202-00019	202-00035	202-00200	202-00203	202-00206	202-00210	202-00220	202-00810
SYLVAN LAKE ROAD											
10+00	TO	14+50	LT								
			RT								
14+50	TO	19+00	LT			10	346	46		339	
			RT	1	8	36	136			120	
19+00	TO	24+75	LT			10	364	60		272	3
			RT	1	10		304	30	71	286	1
TOTAL				2	18	56	1150	136	71	1017	4

* NOTE: ALL FLAT WORK SHALL BE COMPLETED BY JULY 11, 2025. PAVEMENT MARKING REMOVALS WILL BE INCORPORATED INTO THE TOWN OF EAGLE'S PLANNED MAINTENANCE SCHEDULE THAT INCLUDES THE MILL AND OVERLAY OF SYLVAN LAKE ROAD. AFTER WHICH THE CONTRACTOR WILL BE RESPONSIBLE FOR THE INSTALLATION OF PERMANENT PAVEMENT MARKING.

TABULATION OF SIGNS

SIGN CODE	STATION	SIDE	SIGN PANEL SIZE			BACKGROUND COLOR	NO. OF POSTS	LENGTH OF POSTS	SIGN PANEL
								LF	CLASS I
R1-5	15+78	RT	36	X	36	WHITE	1	11	9
R1-5	16+83	LT	36	X	36	WHITE	1	11	9
R1-1	20+22	LT	30	X	30	RED	1	10.5	6.25
R3-8	51+64	RT	48	X	30	WHITE	1	11	10
R1-5	23+08	RT	36	X	36	WHITE	1	11	9
R1-5	24+38	LT	36	X	36	WHITE	1	11	9
TOTAL								66	53

TABULATION OF SUGGESTED TRAFFIC CONTROL ITEMS

	DRUM CHANNELIZING DEVICE	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL (A FLASH ARROW PANEL (A TY)	TRAFFIC CONTROL INSPECTION	TRAFFIC CONTROL MANAGEMENT	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)
	EACH	EACH	DAY	DAY	EACH
PHASE 1	85	0			8
PHASE 2	120	1			10
PHASE 3	33	0			4
TOTAL	120	1	30	30	10

NOTE: TRAFFIC CONTROL BID ITEM CODE 630-10005 TO BE BID AS A LUMP SUM ITEM, ITEMIZED TABULATIONS INCLUDED FOR INFORMATION ONLY

Print Date: 11/25/2024

File Name: 07 - TABS.dwg

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Unit InformationUnit Leader

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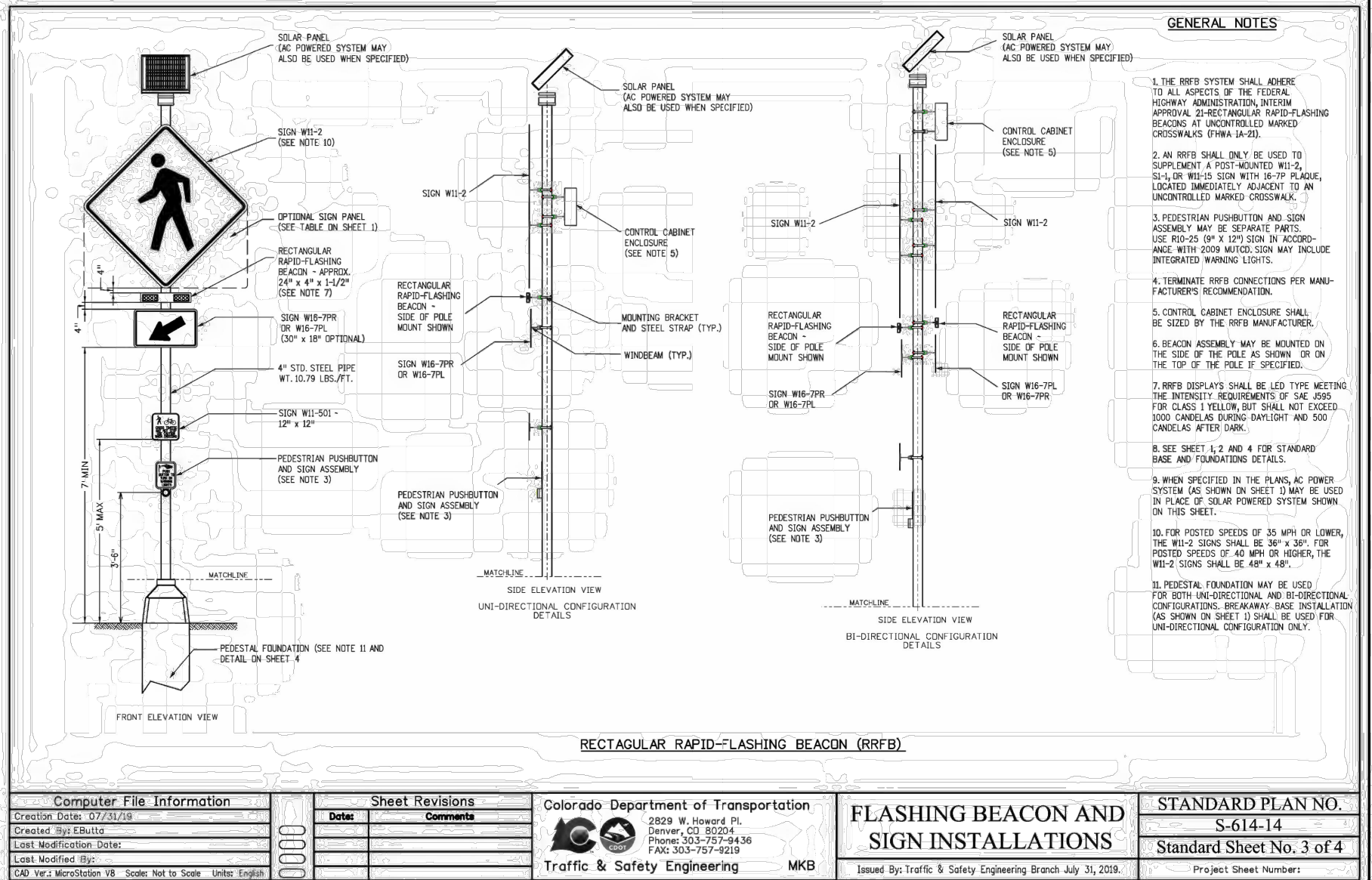
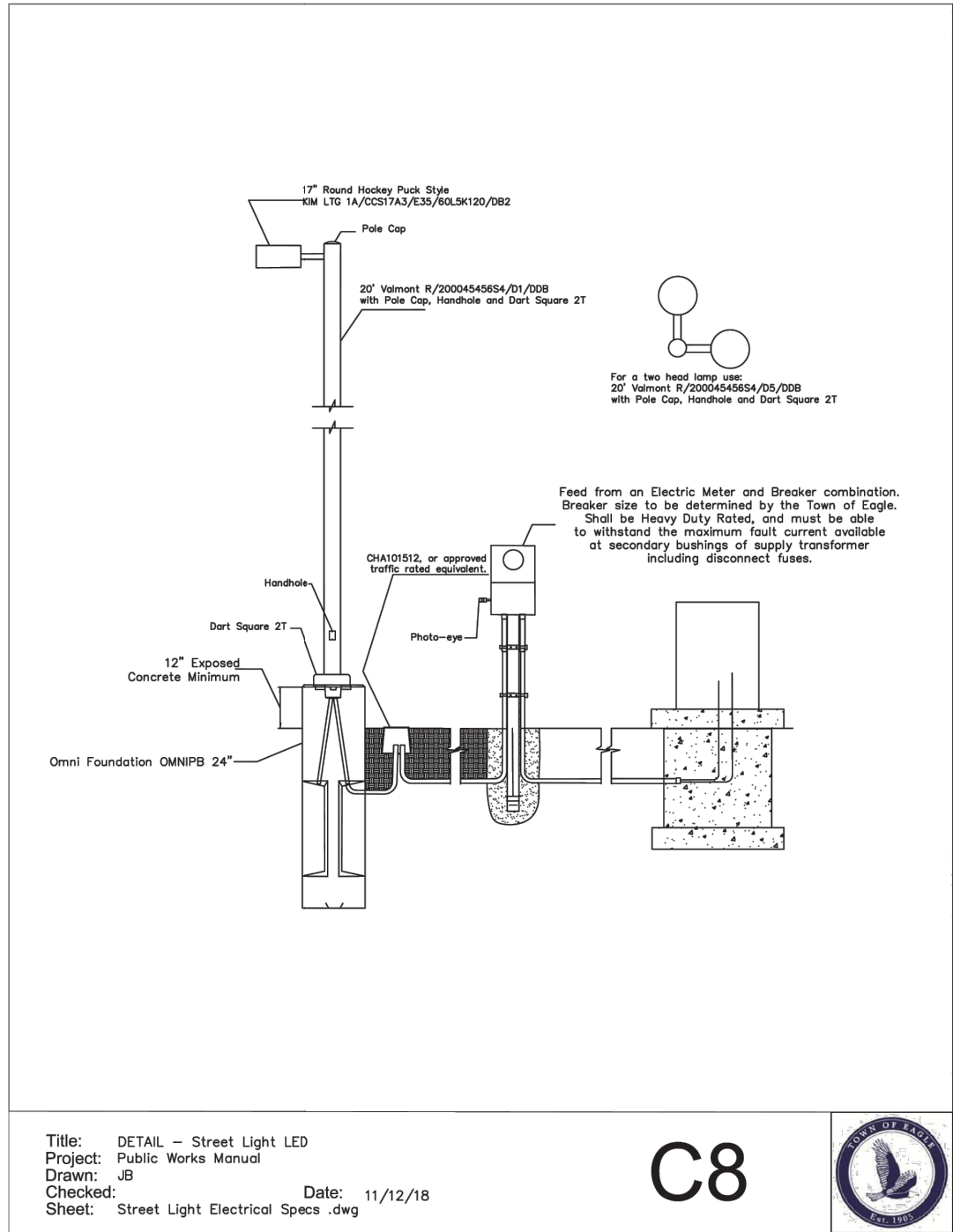
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Region 3



TOWN OF EAGLE - SYLVAN LAKE ROAD INTERSECTIONS TABULATIONS				Project No./Code	
				Number	
Designer:	K. KLIPSTINE			23.1176	
Detailer:	C. SIMPSON				
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No Revisions:		Designer: K. KLIPSTINE		Number
Revised:		Detailer: C. SIMPSON		23.1176
Void:		Sheet Subset: ---	Subset Sheet:	Sheet Number 9

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CALL **811** 2-BUSINESS DAYS IN ADVANCE
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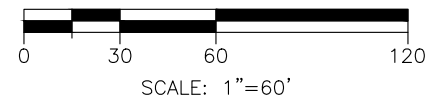
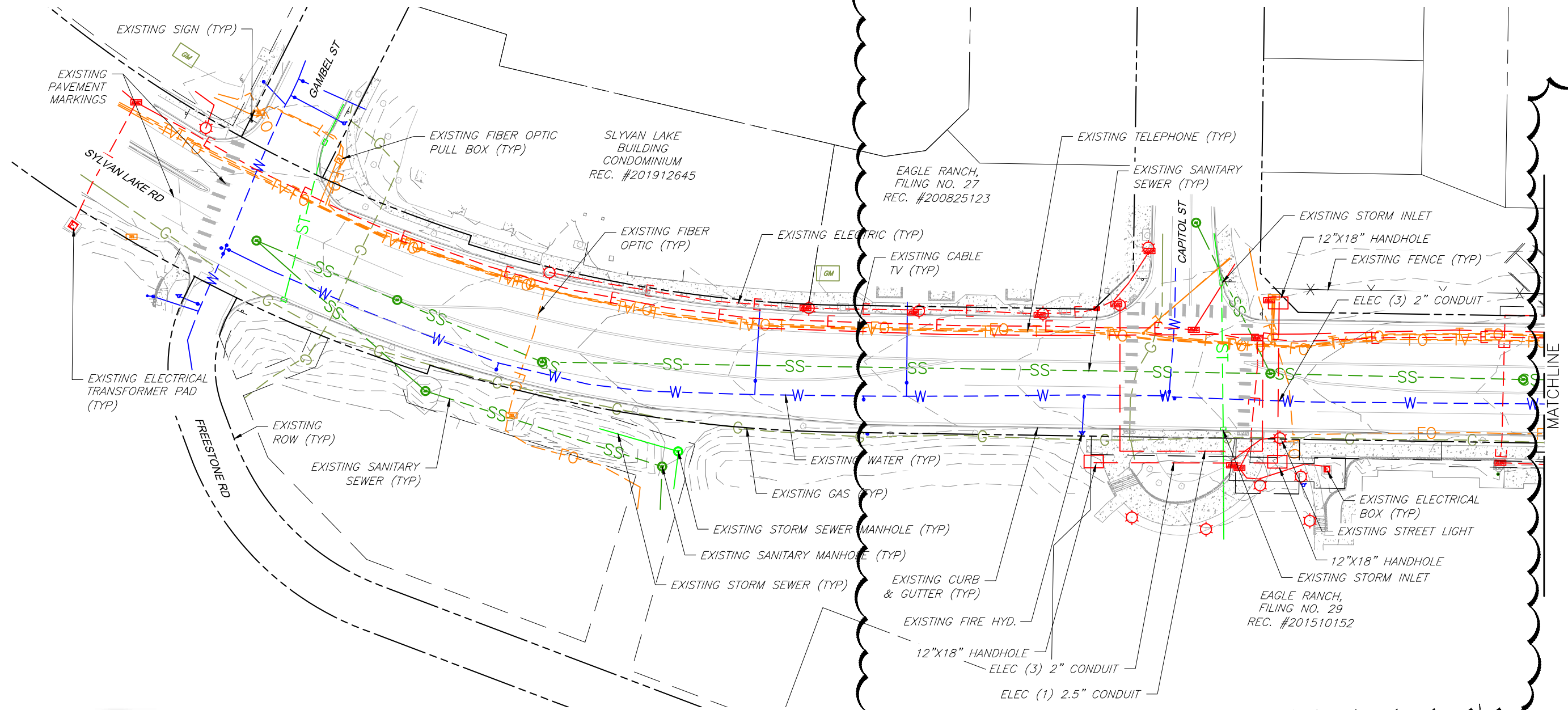
Region 3



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No Revisions:		Designer: K. KLIPSTINE		Number
Revised:		Detailer: C. SIMPSON		23.1176
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NOTE:

1. ELECTRICAL CONDUIT AND HANDHOLES SHOWN HERE WERE MAPPED IN BASED ON SYLVAN LAKE ROAD SHALLOW UTILITIES PLAN DATED MAY 12, 1999.



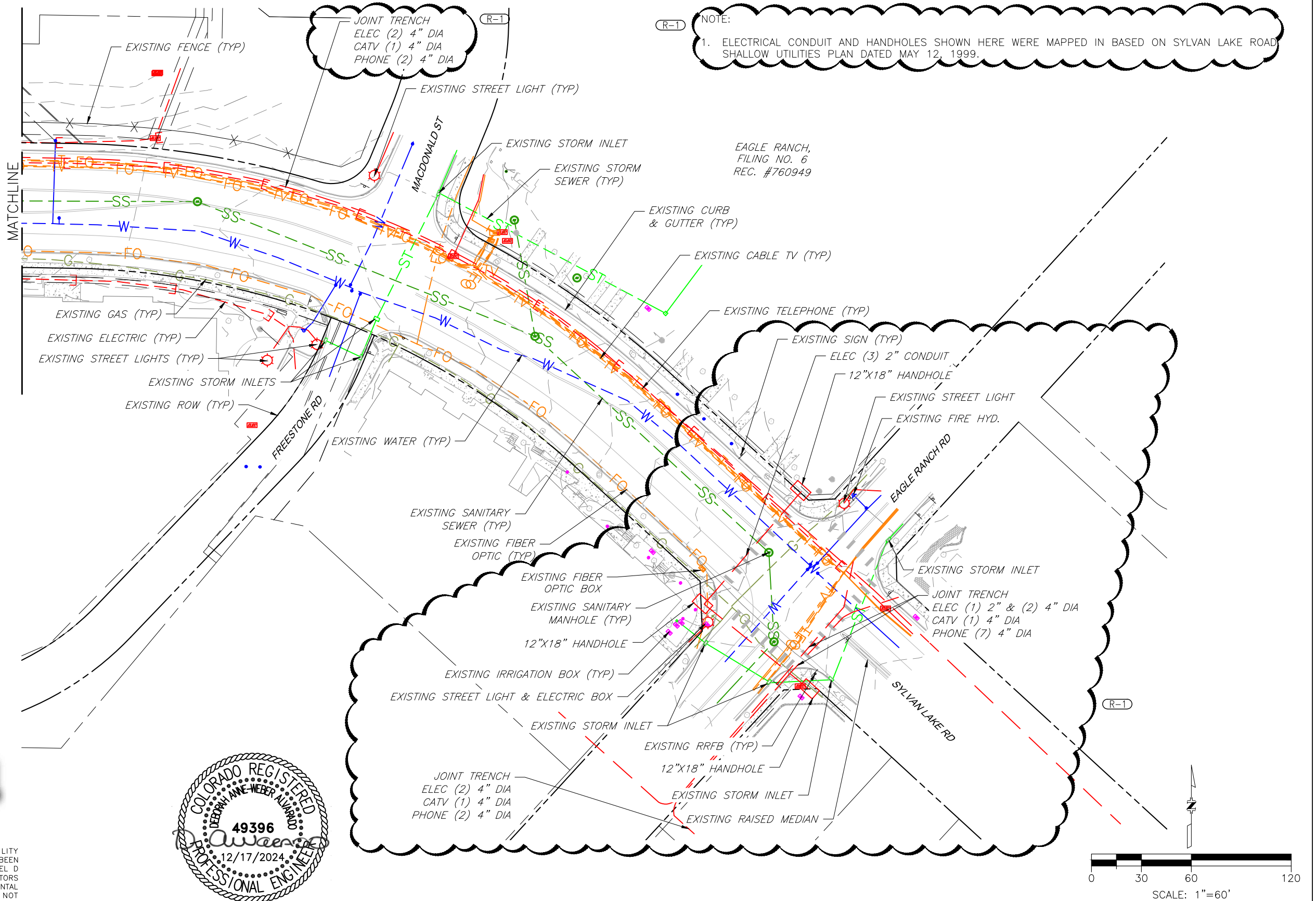
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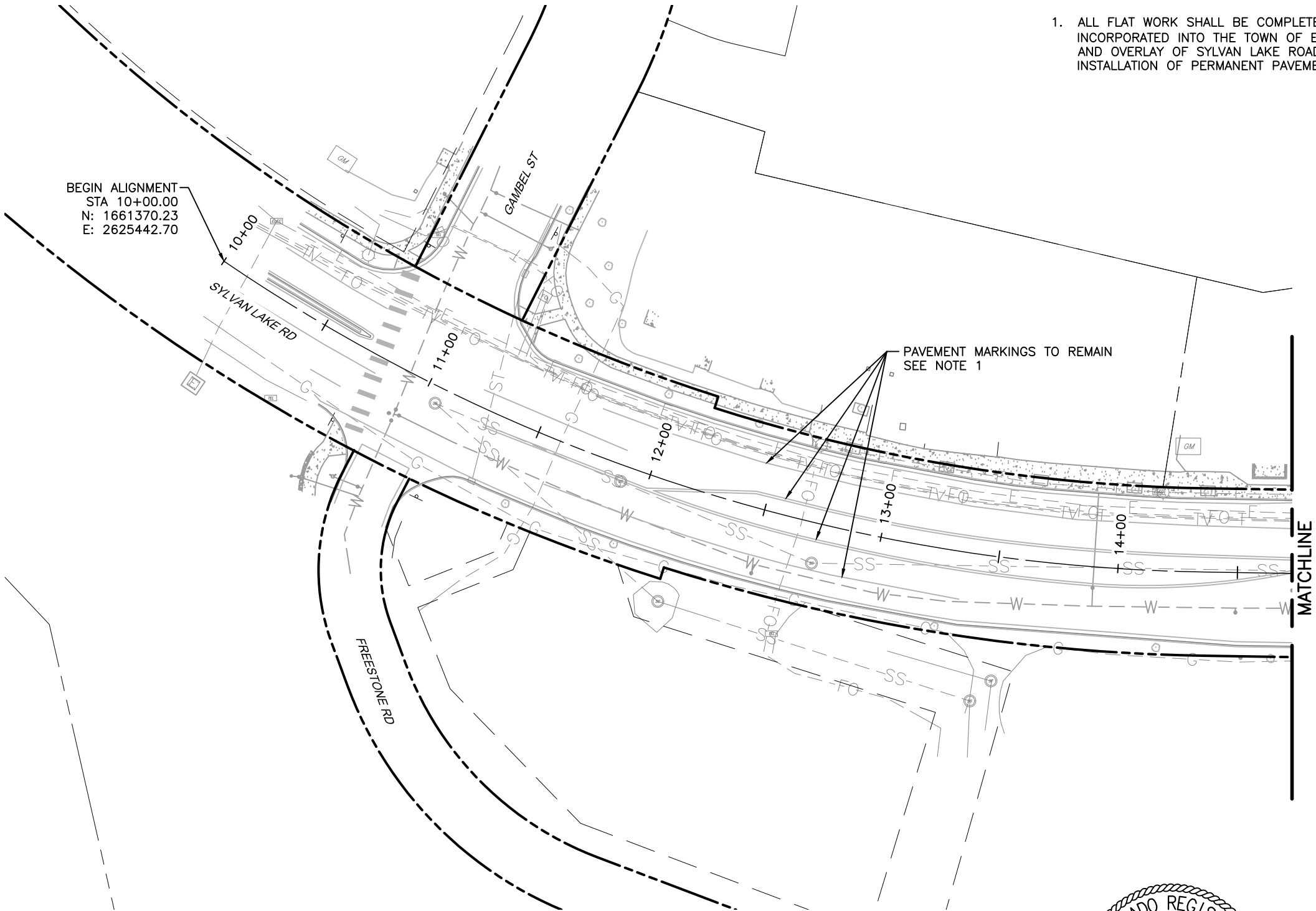
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File Name: 13 - EXISTING CONDITIONS.dwg		Date:		Comments		Init.		No Revisions:					Number	
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NOTE:

1. ALL FLAT WORK SHALL BE COMPLETED BY JULY 11, 2025. PAVEMENT MARKING REMOVALS WILL BE INCORPORATED INTO THE TOWN OF EAGLE'S PLANNED MAINTENANCE SCHEDULE THAT INCLUDES THE MILL AND OVERLAY OF SYLVAN LAKE ROAD. AFTER WHICH THE CONTRACTOR WILL BE RESPONSIBLE FOR THE INSTALLATION OF PERMANENT PAVEMENT MARKING.

BEGIN ALIGNMENT
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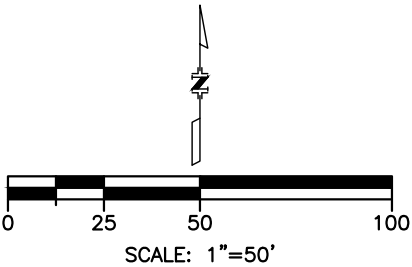


LEGEND

- REMOVAL OF ASPHALT
REMOVAL OF CONCRETE



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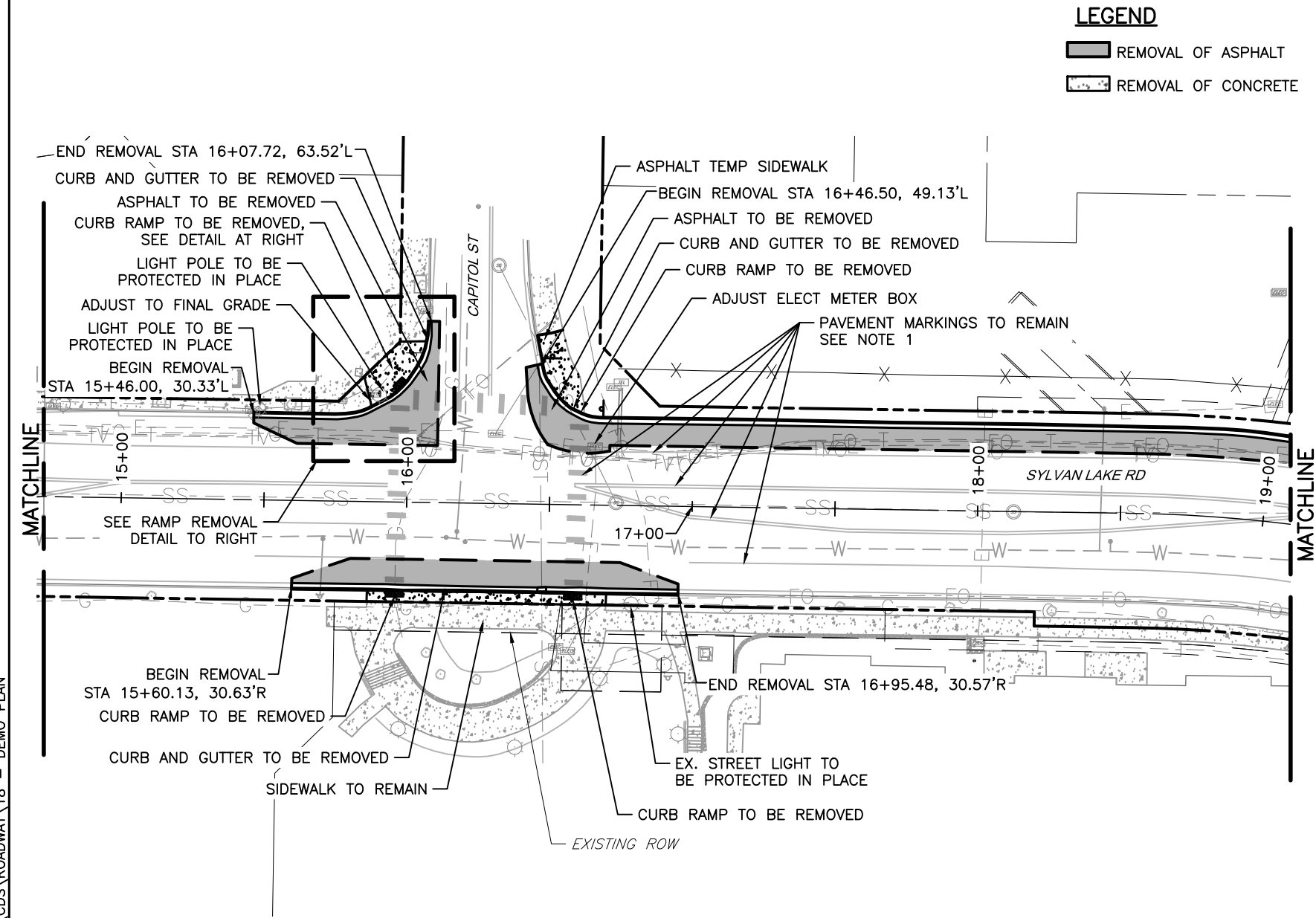
Region 3

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TOWN OF EAGLE - SYLVAN LAKE ROAD INTERSECTIONS DEMOLITION PLAN			
Designer:	K. KLIPSTINE		
Detailer:	C. SIMPSON		
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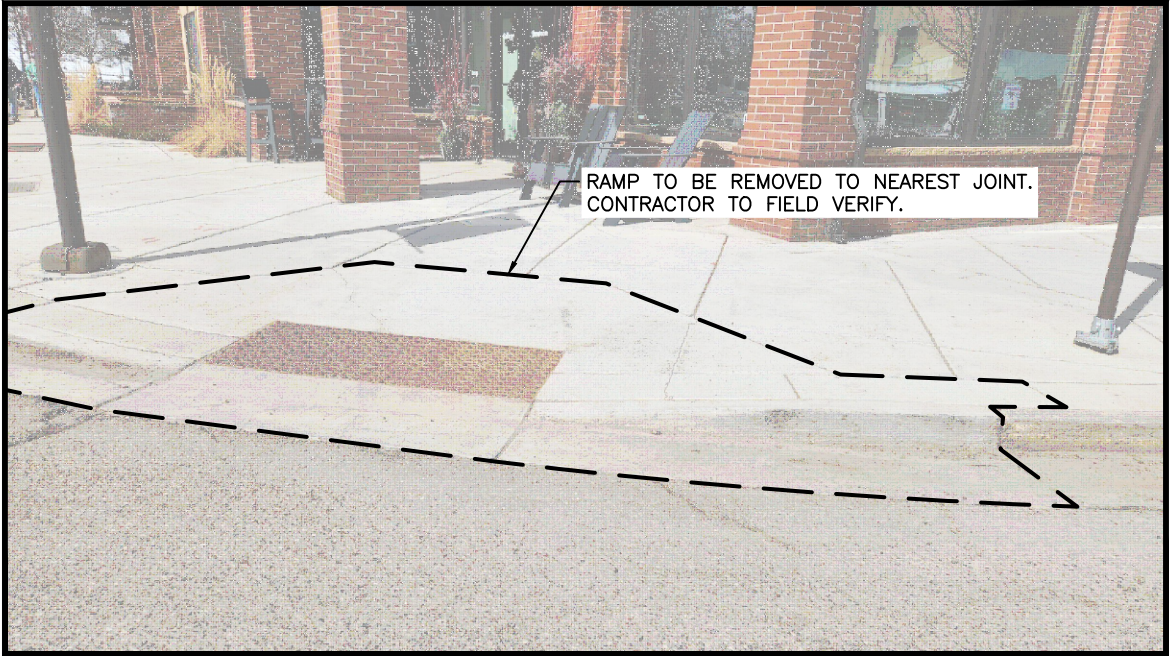
Project No./Code
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NOTE:

1. ALL FLAT WORK SHALL BE COMPLETED BY JULY 11, 2025. PAVEMENT MARKING REMOVALS WILL BE INCORPORATED INTO THE TOWN OF EAGLE'S PLANNED MAINTENANCE SCHEDULE THAT INCLUDES THE MILL AND OVERLAY OF SYLVAN LAKE ROAD. AFTER WHICH THE CONTRACTOR WILL BE RESPONSIBLE FOR THE INSTALLATION OF PERMANENT PAVEMENT MARKING.

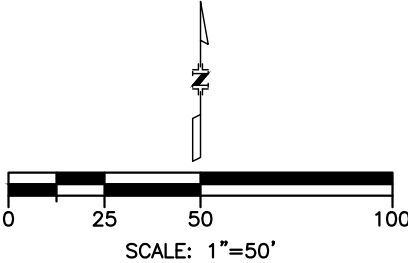


RAMP REMOVAL DETAIL



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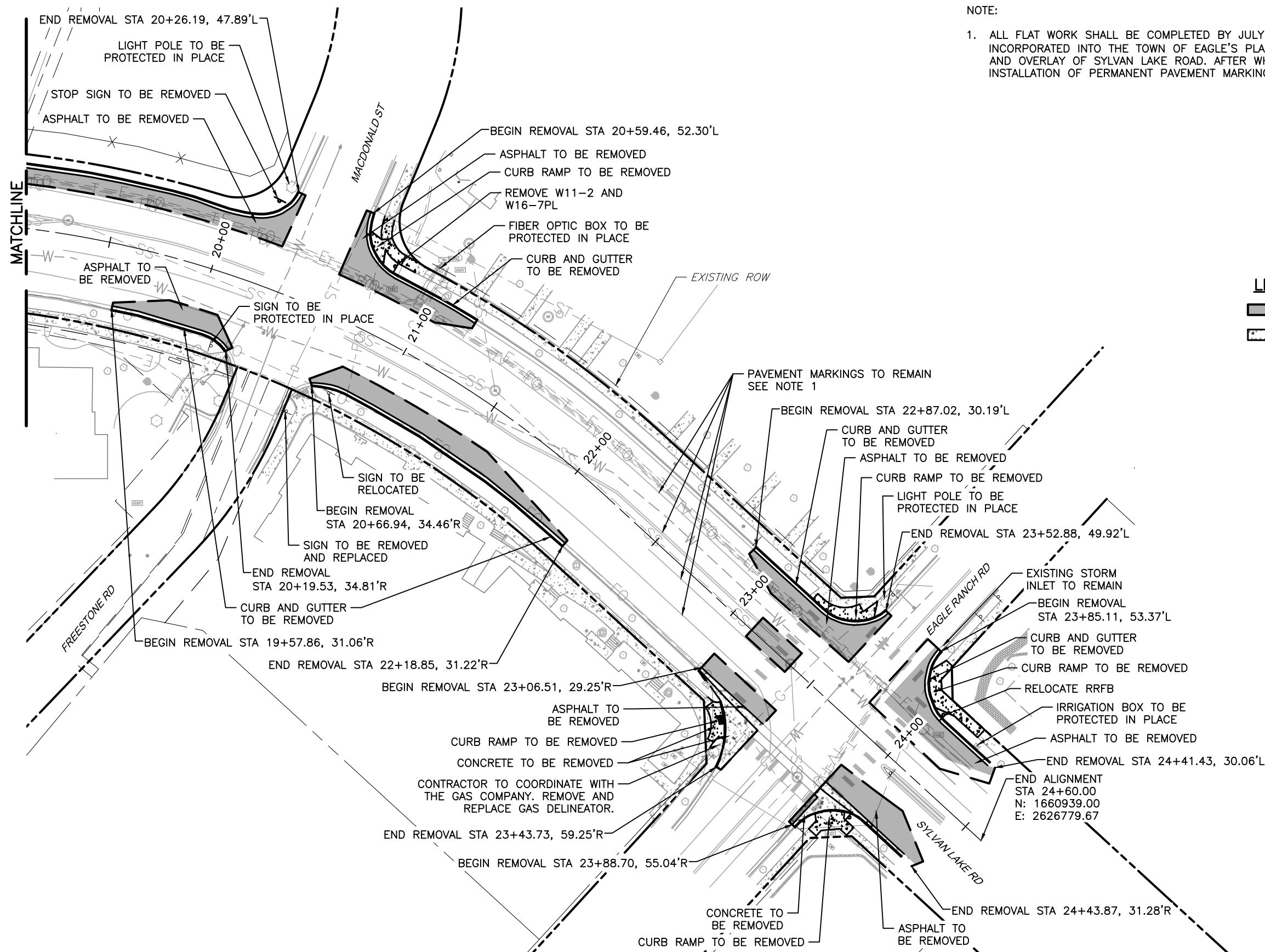
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23.1176	
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NOTE:

1. ALL FLAT WORK SHALL BE COMPLETED BY JULY 11, 2025. PAVEMENT MARKING REMOVALS WILL BE INCORPORATED INTO THE TOWN OF EAGLE'S PLANNED MAINTENANCE SCHEDULE THAT INCLUDES THE MILL AND OVERLAY OF SYLVAN LAKE ROAD. AFTER WHICH THE CONTRACTOR WILL BE RESPONSIBLE FOR THE INSTALLATION OF PERMANENT PAVEMENT MARKING.

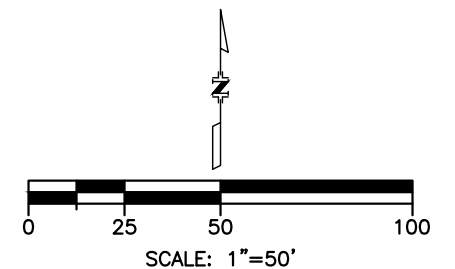
LEGEND

- REMOVAL OF ASPHALT
- REMOVAL OF CONCRETE



CALL 811 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES

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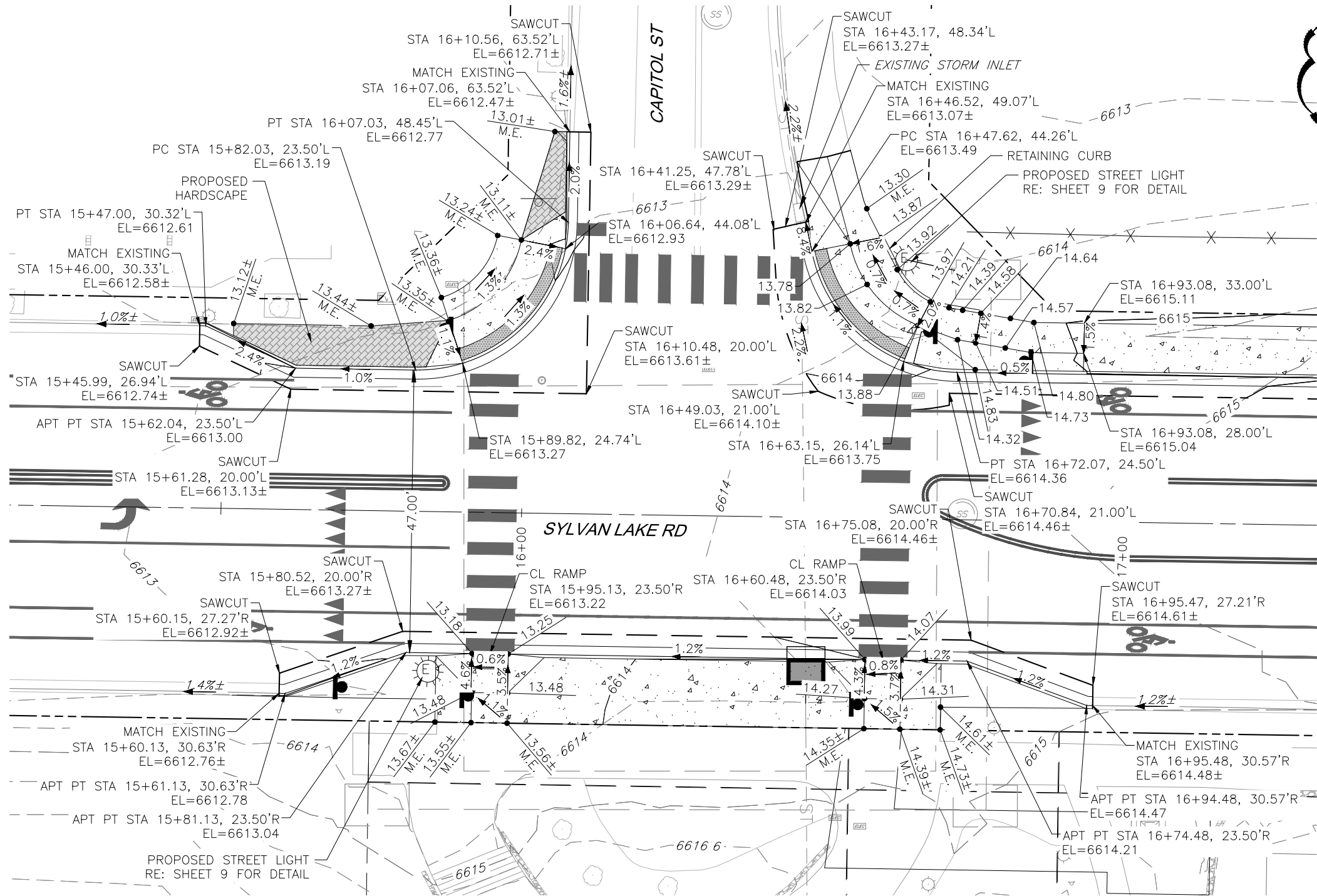
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Revised:	Detailer: C. SIMPSON		23.1176
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NOTE:

1. UTILIZE EXISTING CONDUIT AND HANDHOLES TO CONNECT PROPOSED LIGHT STANDARDS. REFER TO SHEETS 10 AND 11 FOR ADDITIONAL INFORMATION.



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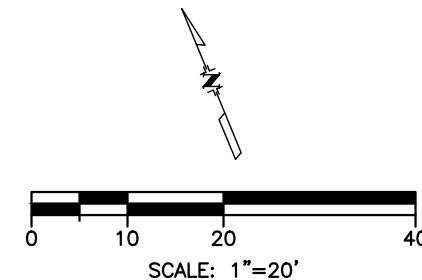
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Designer:	K. KLIPSTINE		
Detailer:	C. SIMPSON		
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Sheet Number 15

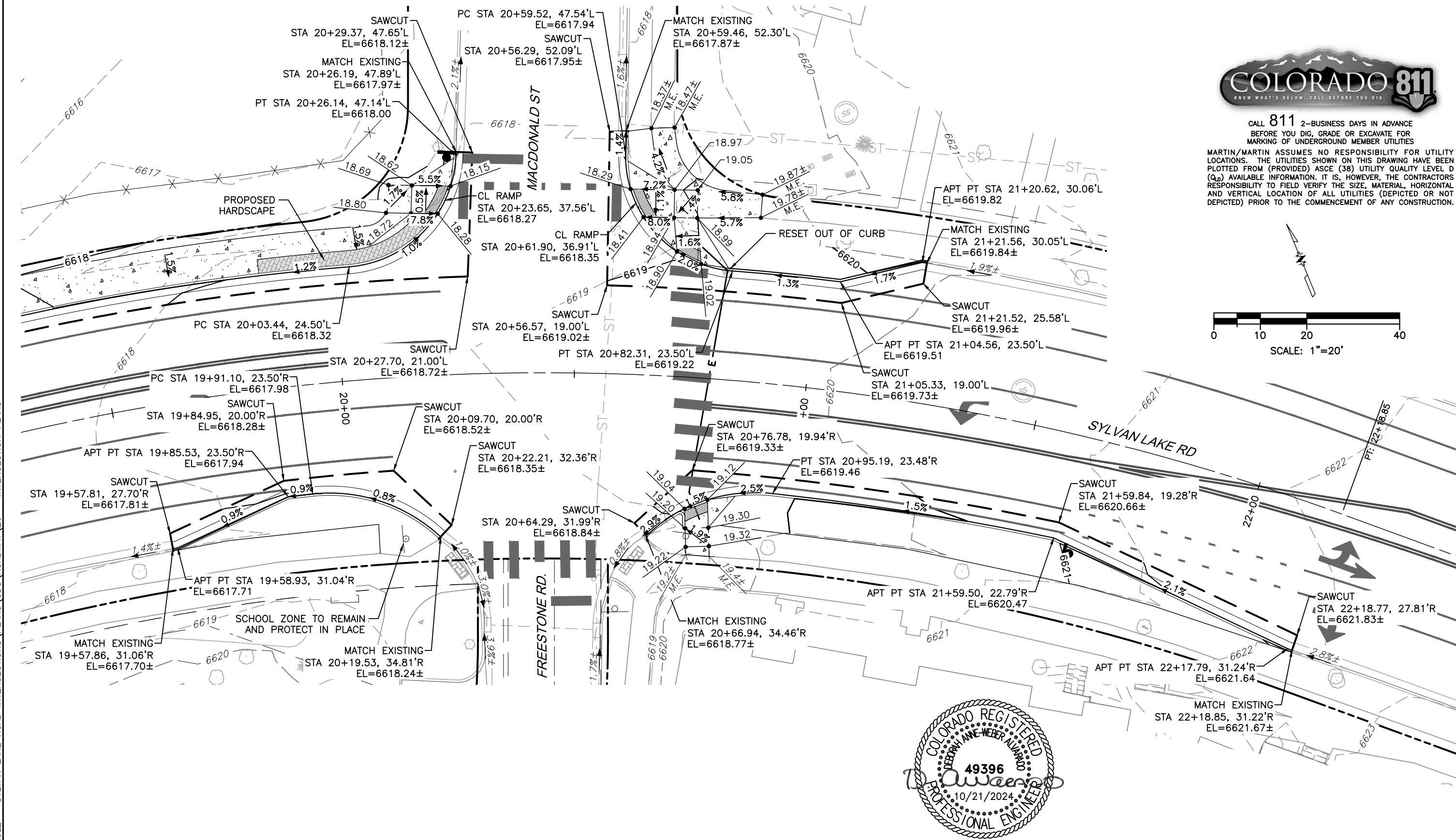


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Region 3

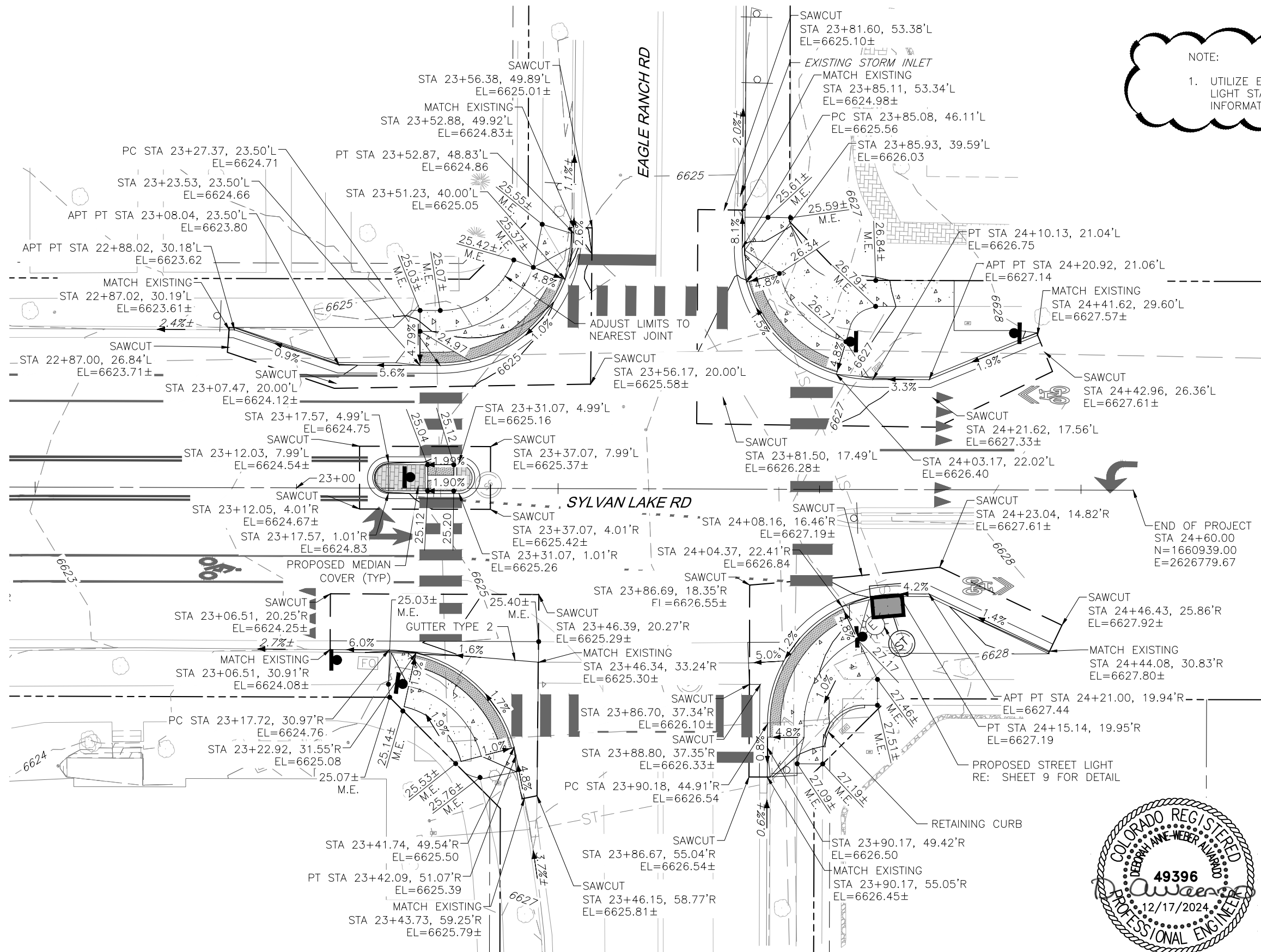


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Detailer:	C. SIMPSON		
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23.1176	
Sheet Number	16

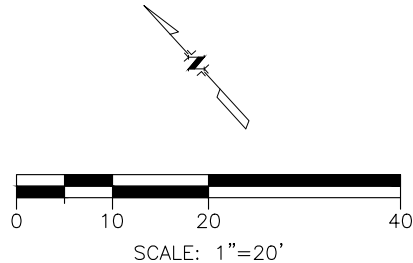
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NOTE:
1. UTILIZE EXISTING CONDUIT AND HANDHOLES TO CONNECT PROPOSED LIGHT STANDARDS. REFER TO SHEETS 10 AND 11 FOR ADDITIONAL INFORMATION.



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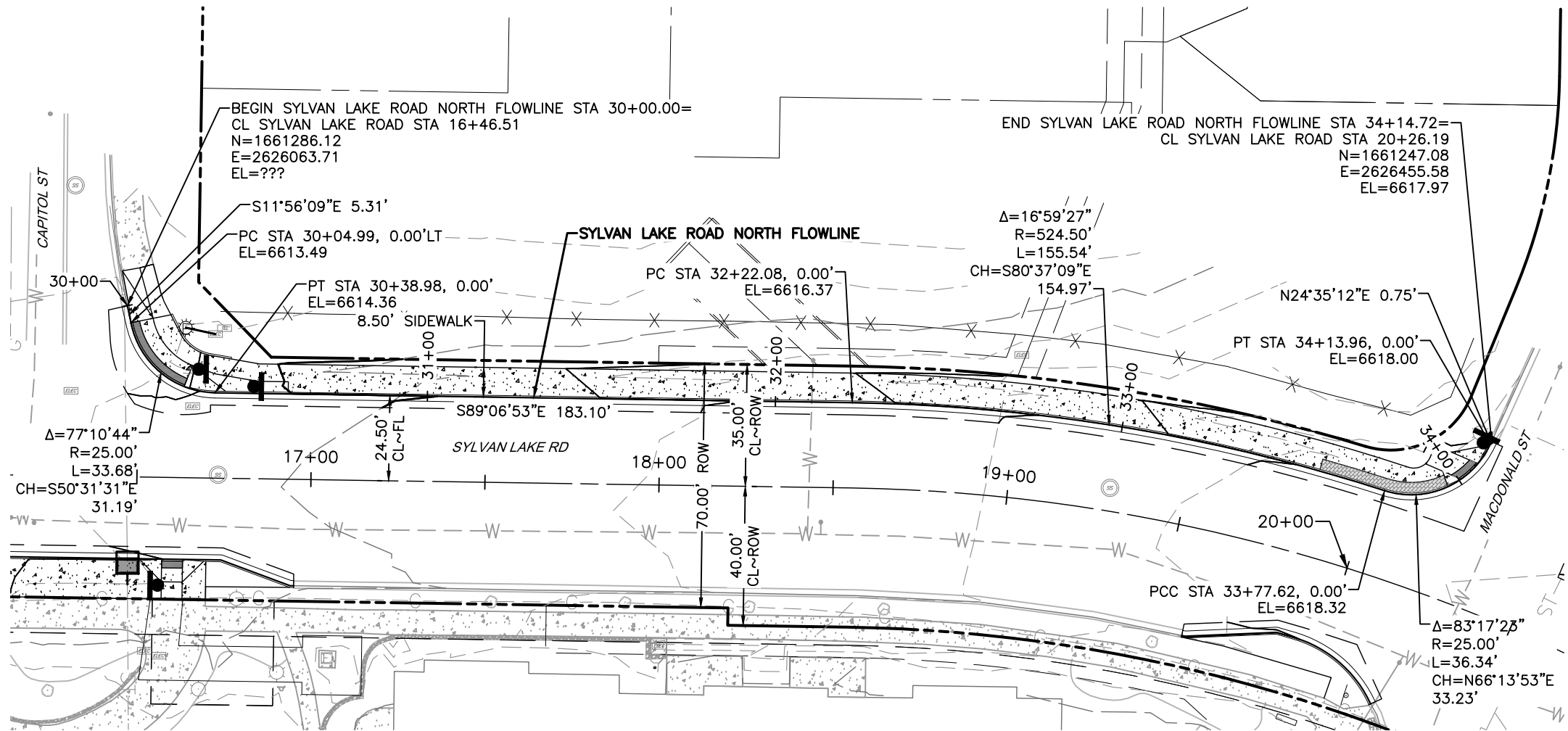


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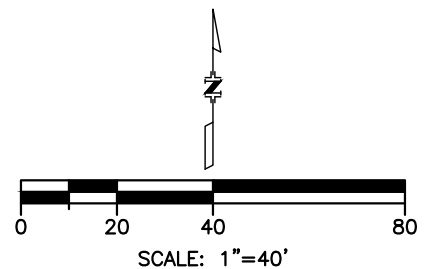
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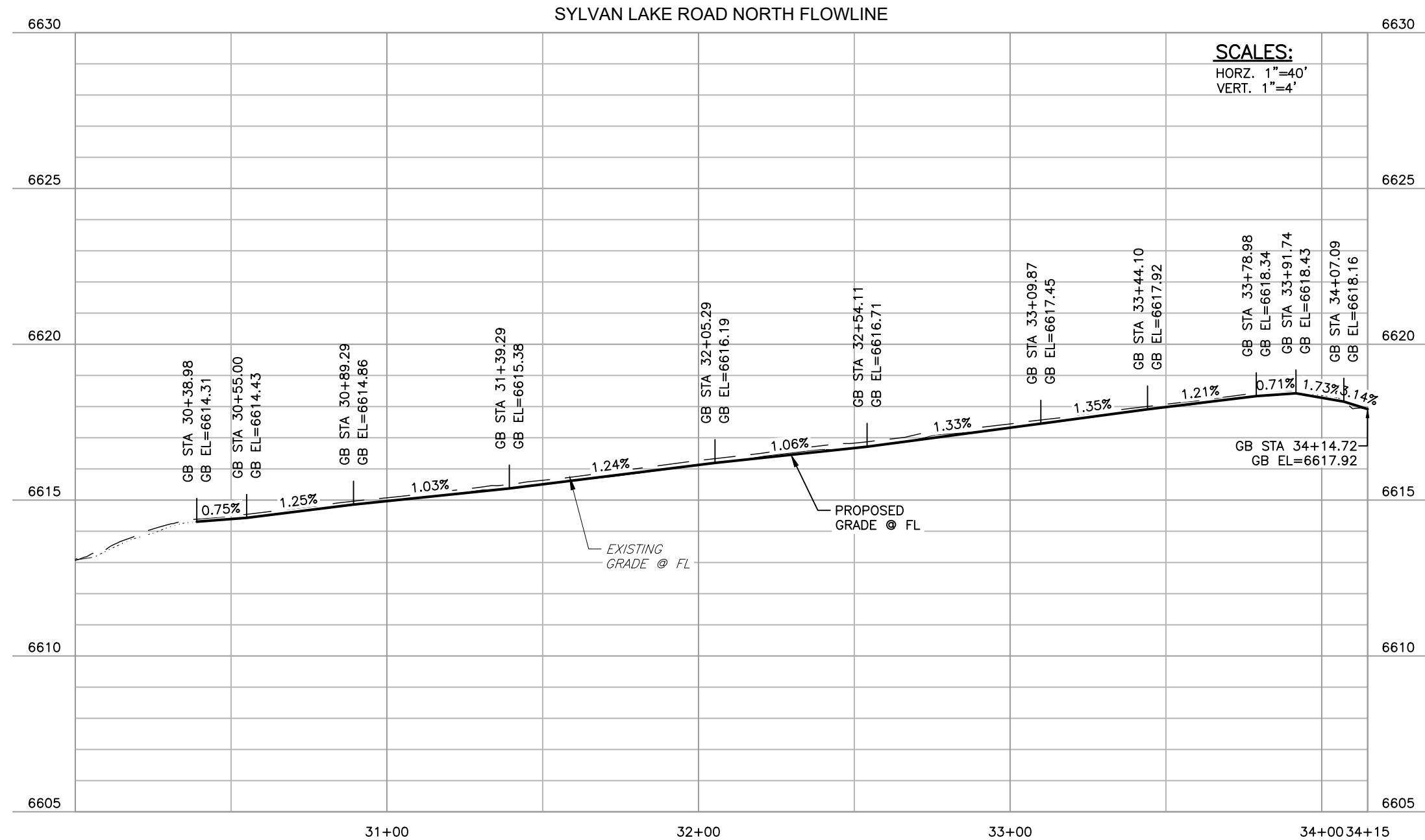
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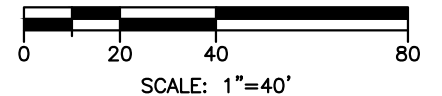
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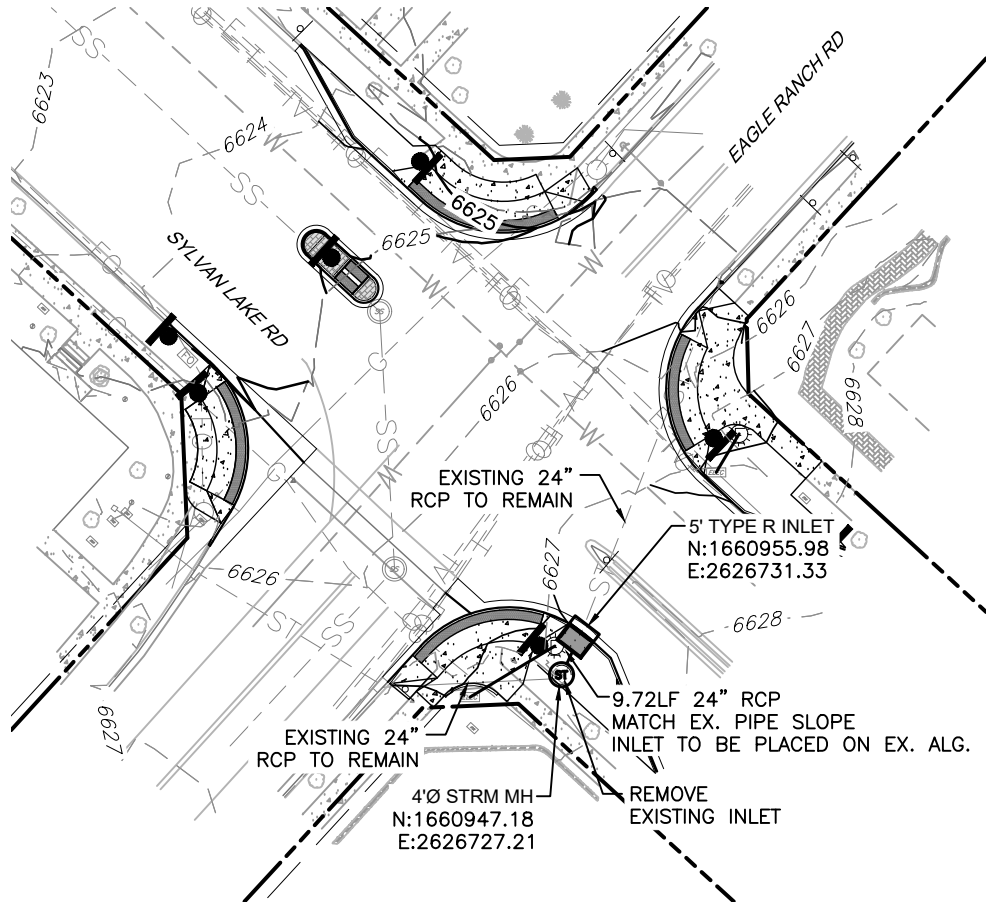
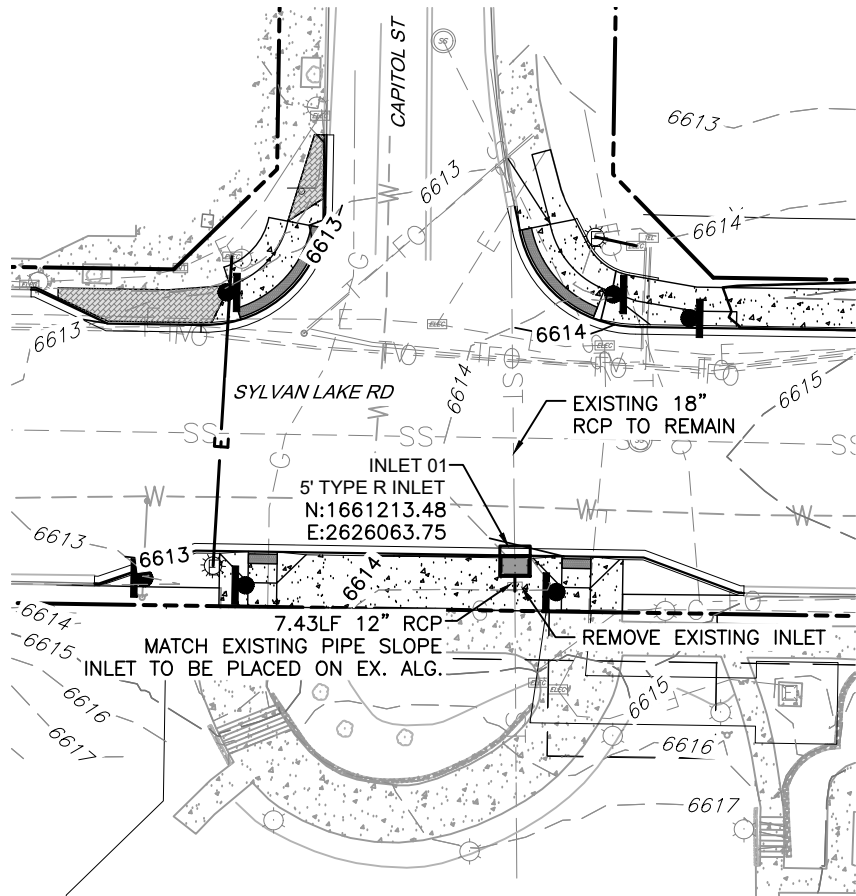
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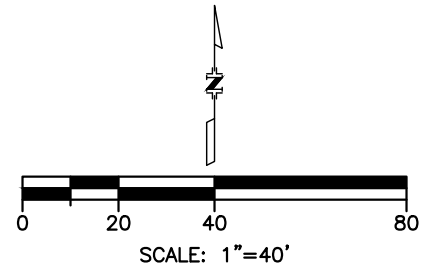
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SWMP TEMPLATE (PLAN SHEETS) FOR PROJECTS WITH LESS THAN 1 ACRE OF DISTURBANCE (2/25/2022)

1. SITE DESCRIPTION

The Contractor shall comply with all CDOT contractual requirements. The SWMP Administrator for Construction shall update to reflect current project site conditions.

A. PROJECT SITE LOCATION:

Location or address of construction office: TBD
The project is located in the Town of Eagle, Colorado. The project site is located along Sylvan Lake Road and is between Freestone Road Intersection and Eagle Ranch Road Intersection.

B. PROJECT SITE DESCRIPTION:

This is an intersection improvement and striping project. Most of the improvement occur at the Sylvan Lake Road - Capitol Street Intersection, Sylvan Lake Road – MacDonald Road/Freestone Road Intersection, and Sylvan Lake Road – Eagle Ranch Road Intersection. The improvements include, but not limited to, addition of bulb outs at intersections, addition of midblock crossing across Capitol Street, addition/redesign of curb ramps and sidewalk, lane restriping, and addition of proposed signs to match proposed traffic pattern.

C. PROPOSED SEQUENCING FOR MAJOR CONSTRUCTION ACTIVITIES:

Stabilize all areas that are not paved or landscaped through establishment of vegetation cover. Construction will occur in three phases: initial, interim, final. During the initial phase, prior to construction, appropriate control measures (CM's) will be placed as shown in the Initial erosion plans. Construction tasks include: clearing and grubbing and removal, in the initial phase. Interim phase includes addition of proposed designs and addition of erosion and sediment control as shown in the Interim Erosion Control Plans. The final phase of the construction include permanent seeding and mulching and final Striping.

D. ACRES OF DISTURBANCE:

- 1. Total area of construction site (LOC): 2.36 acres
- 2. Total area of proposed disturbance (LDA): 0.51 acres
- 3. Total area of seeding: 0.08 acres

E. EXISTING SOIL DATA:

The main existing soil groups in the area are Yamo loam, Kilgore silt loam, and Dahlquist-Southace complex.
Data Source(s): USGS Soil Survey

F. EXISTING VEGETATION, INCLUDING PERCENT OF VEGETATIVE COVER:

During design, the SWMP Administrator for Design in consultation with the Engineer will determine if the SWMP Administrator for Design or the SWMP Administrator for Construction will conduct the Vegetation Transects. If the site is disturbed, an Adequate Reference Site(s) may be utilized, refer to the permit.

Pre-Construction Date of survey: TBD Percent Existing Vegetative Cover: 95%
Description of existing vegetation: Native grass in landscaping areas
Method for determining percent vegetative cover:
Include a map or table showing transect locations, photos documenting pre-Construction vegetative cover, and methodology used to determine existing vegetative cover to SWMP tab 17:

Post-Construction Date of survey: _____ Percent Vegetative Cover: _____
Description of vegetation:
The method used to determine pre-construction percent cover shall be used to determine post construction percent cover.
Include map or table showing transect locations, photos documenting post-Construction vegetative cover, and methodology used to determine existing vegetative cover to SWMP tab 17:

2. STORMWATER MANAGEMENT CONTROLS FOR FIRST CONSTRUCTION ACTIVITIES

THE CONTRACTOR SHALL PERFORM THE FOLLOWING:

A. POTENTIAL POLLUTANT SOURCES

Refer to Potential Pollutant Sources in SWMP Section 4A. Evaluate, identify and describe all potential sources of pollutants at the site in accordance with subsection 107.25 and place any Control Measures required to contain potential pollutants.

B. OFFSITE DRAINAGE (RUN ON WATER):

Place Control Measures to address run-on water in accordance with subsection 208.03.

C. CONSTRUCTION DEWATERING:

Obtain a CDPS Dewatering Permit from CDPHE if conditions of their Low Risk Guidance for Discharges of Uncontaminated Groundwater to Land are not met; see subsections 107.02 and 107.25.

Refer to CDPHE Low Risk Discharge Guidance Document of Uncontaminated Groundwater to Land.
<https://www.colorado.gov/pacific/sites/default/files/WQ%20LOW%20RISK%20GW.pdf>

D. VEHICLE TRACKING CONTROL:

Control Measures shall be implemented in accordance with subsection 208.04.

E. PERIMETER CONTROL:

Perimeter control shall be established as the first item on the SWMP to prevent the potential for pollutants leaving the construction site boundaries, entering the stormwater drainage system, or discharging to state waters.
Perimeter control may consist of berms, silt fence, erosion logs, existing landforms, or other Control Measures as approved.

3. QUALIFIED STORMWATER MANAGERS:

A. SWMP ADMINISTRATOR FOR DESIGN:

CDOT Certified Individual responsible for developing SWMP Plan Sheets and SWMP Site Maps during the design phase.

Name/Title	Contact Information [phone & email]	Certification #
Marie Jennett, PE	mjennett@martinmartin.com 720.544.5382	0DFCCCDF

B. SWMP ADMINISTRATOR FOR CONSTRUCTION:

(As defined in Section 208) The Contractor shall designate a SWMP Administrator for Construction. The SWMP Administrator for Construction shall become the operator for the SWMP and assume responsibility for all design changes to the SWMP implementation and maintenance in accordance to 208.03, the SWMP shall remain the property of CDOT. The SWMP Administrator for Construction shall be responsible for implementing, maintaining, and revising SWMP, including the title and contact information. The activities and responsibilities of the SWMP Administrator for Construction shall address all aspects of the project's SWMP. (Update the information below for each new SWMP Administrator for Construction) (Copy of TECS Certification must also be included in the SWMP.)

Name/Title	Contact Information (phone & email)	TECS Certification #	Start Date	Engineer Approval

Print Date: 10/3/2024

File Name: SWMP.dwg

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Unit Information Unit Leader

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Region 3



TOWN OF EAGLE - SYLVAN LAKE
ROAD INTERSECTIONS
STORMWATER MANAGEMENT PLAN

Project No./Code
Number
23.1176
Sheet Number 21

Designer: K. KLIPSTINE

Detailer: C. SIMPSON

Sheet Subset: Subset Sheet:

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C. **PERMANENT STABILIZATION SUBJECT MATTER EXPERT:** This qualified individual will be either a Regional Environmental Staff member, or an Independent Contractor Controller (Independent Assurance Program). This expert is a project team leader responsible for ensuring project adherence to requirements of the 207 and 212 Project Special Provisions as follows, and will be available for questions regarding permanent stabilization requirements.

- 1. Review the Topsoil Management Plan and the Permanent Stabilization Site Maps.
- 2. Attend the Environmental Pre-construction Conference.
- 3. Coordinate the Site Pre-vegetation Conference.
- 4. Review and recommend approval of products.
- 5. Review and recommend approval of the Quantities Verification Prerequisite.
- 6. Attend the Partial Landscape Completion Walkthrough.
- 7. Attend the Final Landscape Completion Walkthrough.

Name/Title	Contact Information [phone & email]

4. **DURING CONSTRUCTION**

The SWMP should be considered a "living document" that is continuously reviewed and modified. During construction, the following items shall be added, updated, or amended as needed by the Contractor in accordance with Section 208

- A. **MATERIALS HANDLING AND SPILL PREVENTION:**
prior to construction commencing the Contractor shall submit a Spill Prevention, Control and Countermeasure Plan, see subsection 208.06. Materials handling shall be in accordance with subsection 208.06.
- B. **OTHER CDPS PERMITS:**
List applicable CDPS permits associated with the permitted site and activities.
- C. **STOCKPILE MANAGEMENT:**
shall be done in accordance with subsections 107.25 and 208.07
- D. **CONCRETE WASHOUT:**
Concrete wash out water or waste from field laboratories and paving equipment shall be contained in accordance with subsection 208.05.
- E. **SAW CUTTING:**
shall be done in accordance with subsections 107.25, 208.04, 208.05
- F. **STREET SWEEPING:**
shall be done in accordance with subsection 208.04

5. **CONTROL MEASURE MAINTENANCE**

Maintenance shall be in accordance with subsection 208.04 (f).

6. **INTERIM AND PERMANENT STABILIZATION**

The Contractor shall comply with all interim stabilization and permanent stabilization requirements in accordance with subsection 208.04(e).

A. **SEEDING PLAN**

The following seed mix(es) and rates are for drill seeding method as shown on the Permanent Stabilization Site Maps shall be used:

COMMON NAME	BOTANICAL NAME	LBS. PLS PER ACRE
SLENDER WHEATGRASS	ELYMUS TRACHYCAULUS SSP. TRACHYCAULUS "SAN LUIS"	5.0
LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM "CIMARRON"	3.0
WESTERN WHEATGRASS	PASCOPYRUM SMITHII "ARRIBA"	3.0
MOUNTAIN BROME	BROMUS MARGINATUS "GARNET" OR "BROMAR"	6.0
ROCKY MOUNTAIN FESCUE	FESTUCA SAXIMONTANA	2.0
TOTAL		19.0

B. **SEEDING APPLICATION:**

The following seeding methods shall be used for all areas which are not surfaced and as shown on the Permanent Stabilization Site Maps. Soil compaction shall be minimized for areas where permanent stabilization will be achieved through vegetative cover.

Pay Item	Seeding Method (subsection 212.05)	Acre
212-00708	Seeding (Native) Broadcast	0.08
	Total	0.08

The Contractor shall provide the location of where seed is stored and access to stored seed locations to the Engineer. Seed stored by the Contractor for longer than 30 days will be rejected.

C. **MULCHING APPLICATION:**

Apply a minimum of 2 tons/ac of certified weed free hay or 2 1/2 tons/ac of certified weed free straw per acre and in accordance with Section 213, and mechanically crimp it into the soil in combination with an organic mulch tackifier.

Prior to winter shutdown or the summer seeding window closure: Uncompleted slopes shall be mulched with 2 tons of mulching (weed free) per acre, mechanically crimped into the topsoil in combination with an organic mulch tackifier in accordance with Sections 208 and 213.

D. **SPECIAL REQUIREMENTS:**

Soil amendments, seedbed preparation, and permanent stabilization mulching shall be accomplished within four working days of placing the topsoil on the de-compacted civil subgrades. If placed topsoil is not mulched with permanent stabilization mulch within four working days, the Contractor shall complete interim stabilization methods in accordance with subsection 208.04(e) at no additional cost to the Department. Permanent stabilization mulching shall be accomplished within 24 hours of hydraulic application of native seed.

The Contractor shall submit a proposed Permanent Stabilization Phasing Plan to the Engineer for approval showing how the SWMP Permanent Stabilization Plans will be implemented to minimize damage to seeded areas.

E. **SOIL AMENDMENT REQUIREMENTS:**

Minimum amendment material requirements for all disturbances to receive seeding (native).

F. **SOIL RETENTION COVERING:**

On slopes and ditches requiring a blanket or turf reinforcement mat (trm), the blanket/trm shall be placed in lieu of mulch and mulch tackifier and placed after seeding (native). See SWMP Site Map for blanket/trm locations.



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- G. PERMANENT STABILIZATION APPLICATION UNDER STRUCTURES:
Under structures shade patterns should be considered and the use of Median Cover Material (Stone) or other stabilized options with an approved Project Special Provision should be used. See SWMP Site Map for locations.
- H. RESEEDING OPERATIONS/CORRECTIVE STABILIZATION:
Prior to partial acceptance.
All seeded areas shall be reviewed by the SWMP Administrator for Construction and or Engineer for bare soils caused by surface or wind erosion. Bare areas caused by surface or gully erosion, blown away mulch, etc. shall be re-graded, seeded, and have the designated mulching applied as necessary, at no additional cost to the project.
The Contractor shall maintain seeding/mulch/tackifier/blanket/TRM, mow to control weeds or apply herbicide to control weeds in the seeded areas until Partial Acceptance of the stormwater construction work.

7. PRIOR TO PROJECT FINAL ACCEPTANCE

- When directed by the Engineer, removal and disposal of temporary control measures shall be included in the cost of work.
- At the end of the project, all ditch checks shall consist of either temporary erosion logs (or equivalent) or permanent riprap.
- All storm drains shall be cleaned prior to the Final Acceptance of the project. If required, include work in 202-04002 Clean Culvert. **[**Check with Region Water Quality staff to see if CLEAN CULVERT PSP is needed and what Pay Item to use.**]**
- Refer to Specification 208.10 for Items to be completed prior to requesting partial acceptance of water quality work



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8. NARRATIVES:

Control Measure Matrixes During Construction:

- 1. Control measure narratives have been included for the CDOT Standard Specifications and Standard Plan M-208 and M-216 along with any non-standard control measures approved during the design process. If a Non-Standard Control Measure not included in the SWMP is proposed and approved by the Engineer the SWMP Administrator for Construction shall do the following: Place an "X" in the column for non-standard and complete a Non-Standard Control Measure Specification and Narrative covering the what, when, where and why the control measure is being used shall be add to the SWMP. The appropriate "X" shall also be added to the implementation phase(s).
- 2. The SWMP Administrator for Construction shall place an "X" in the column In Use On Site when the control measure has been installed.
- 3. A "B" in the Initial Activities Column indicates that the control measure shall be installed **before** construction activity starts. Locations and quantities will be discussed during the Environmental Pre-Construction Conference with the Regional Water Pollution Control Manager.

STRUCTURAL Control Measures that may be potentially used on the project for erosion and sediment control; practices may include, but are not limited to:

APPLICATION, CONTROL MEASURE	NARRATIVE	M- 208 STANDARD or "X" for NON- STANDARD	IN USE ON SITE	CONTROL MEASURE IMPLEMENTATION PHASE		
				INITIAL ACTIVITIES	INTERIM ACTIVITIES	PERMANENT STABILIZATION
Storm Drain Inlet Protection In Paved Roadways (Type 1, 2 and 3 as shown on M-208-1, sheet 5 of 11)	Manufactured storm drain inlet protection placed prior to construction disturbances as detailed in M-208-1, to protect existing inlets or immediately upon completion of new inlets to prevent sediment from entering the inlet throughout construction.	M-208			X	X
TYPE C, TYPE D AND TYPE 13 PROTECTION Erosion logs, aggregate bags, erosion bales	Placed around inlet grate or slope and ditch paving to prevent sediment from entering inlet. Place prior to start of construction disturbances.	M-208			X	X
PERIMETER CONTROL Erosion logs, silt fence, temporary berm, topsoil windrow*	Placed prior to construction commencing to address potential run-on water from off site, and to divert around disturbed area. *Can be used to stockpile topsoil for salvage.	M-208		B	X	
CONCRETE WASHOUT In-ground or fabricated	Construction control, used for waste management of concrete and concrete equipment cleaning. Place prior to start of concrete activities.	M-208		X	X	
VEHICLE TRACKING PAD	Source control, placed to prevent tracking of sediment from disturbed area to offsite surface. Place prior to start of construction disturbances.	M-208		B	X	
OTHER						



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NON-STRUCTURAL Control Measures that may be potentially used on the project for erosion and sediment control; practices may include, but are not limited to:
Erosion control devices are used to limit the amount of soil loss on site. Sediment control devices are designed to capture sediment on the project site.

APPLICATION, CONTROL MEASURE	NARRATIVE	M-STANDARD or "For NON- STANDARD	IN USE ON SITE	CONTROL MEASURE IMPLEMENTATION PHASE		
				INITIAL ACTIVITY	INTERIM ACTIVITIES	PERMANENT STABILIZATION
Straw or Hay MULCH/MULCH TACKIFIER	Interim or Permanent Stabilization placed as a surface cover for erosion control and or seeding establishment. To be installed as Interim Stabilization as a surface cover when work is temporarily halted and as approved by the Engineer					X
SEEDING PERMANENT (NATIVE)	Permanent Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas.					X
Sweeping	Source control, used to remove sediment tracked onto paved surfaces and to prevent sediment from entering drainage system. Sweep daily and at the end of the construction shift as needed. Kick brooms shall not be permitted.			X	X	X
OTHER						



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9. TABULATION OF STORMWATER QUANTITIES

1. Control Measure sediment removal and disposal shall be paid for as: 208 Removal and Disposal of Sediment (Equipment) and 208 Removal and Disposal of Sediment (Labor). All other control measure maintenance shall be included in the cost of the control measure.
2. It is estimated that blading (140-250 horsepower), dozing (130-250 horsepower) and/or combination loader (80-125 horsepower) may be required for miscellaneous erosion control work as directed by the Engineer. Work shall be paid for as part of Item 208-00000 Erosion Control (LS).

PSP Spec.	Pay Item	Description	Pay Unit	Initial Const.	Interim Const.	Permanent Stabilization	*Total Quantity
	208-00022	Erosion Log (Type 3) (9Inch)	LF		400		400
	208-00035	Aggregate Bag	LF		168		168
	208-00045	Concrete Washout Structure	Each	1			1
	208-00051	Storm Drain Inlet Protection (Type I)	LF		70		70
	208-00070	Vehicle Tracking Pad	Each	1			1
	208-00103	Removal and Disposal of Sediment (Labor)	Hour				60
	208-00105	Removal and Disposal of Sediment (Equipment)	Hour				30
	208-00106	Sweeping (Sediment Removal)	Hour				30
	208-00107	Removal of Trash	Hour				10
	208-00207	***Erosion Control Management (ECM)	DAY				14
	212-00708	Seeding (Native) Broadcast	Acre			0.08	0.08
	213-00003	Mulching (Weed Free)	Acre			0.08	0.08

*It is anticipated that additional control measures and control measure quantities not shown on the SWMP Site Maps shall be required on the project for unforeseen conditions and replacement of items that are beyond their useful service life, see subsections 208.03 and 208.04. **Quantities for all control measures shown above are estimated, and have been increased for unforeseen conditions and normal control measure life expectancy.** Quantities shall be adjusted according to the conditions encountered in the field as directed and approved by the Engineer. Payment shall be for the actual work completed and material used.

**Pay Item 208-00071 is included for anticipated maintenance of vehicle tracking pads based on the service life of the control measure in the field. The use of the material shall be directed and approved by the Engineer.

*** Using Erosion Control Management Pay Item on the project must be approved by the Regional Environmental Staff and Engineer. See 208.11 for method of measurement for the day pay unit.

**** F/A refers to CDOT's Force Account Pay Items.

10. BIOLOGICAL IMPACTS and DEWATERING

A. ENVIRONMENTAL IMPACTS:

Wetland Impacts: NO

Stream Impacts: NO

Threatened and Endangered Species: No species are anticipated to be impacted by the project.

B. DEWATERING:

(Not covered under the CDPHE guidance document Low Risk Discharge Guidance Discharges of Uncontaminated Groundwater to Land):

<https://www.colorado.gov/pacific/sites/default/files/WQ%20LOW%20RISK%20GW.pdf>

Dewatering: Refer to other environmental permits in accordance with subsection 107.02 and the permits contained in Tab 16 of the SWMP.

If groundwater does not meet water quality standards for receiving water a separate CDPS

Dewatering Permit shall be obtained by the Contractor from CDPHE in accordance with subsections 107.02 and 107.25.

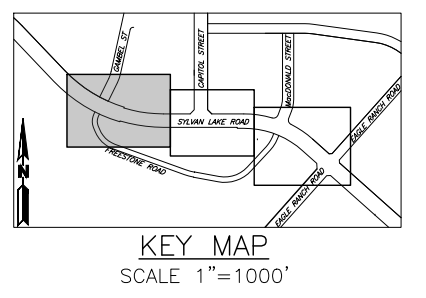
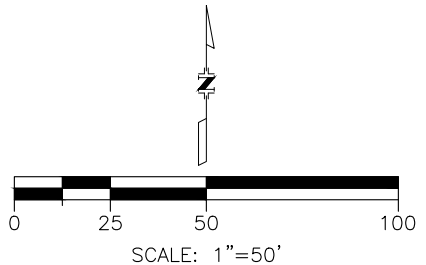
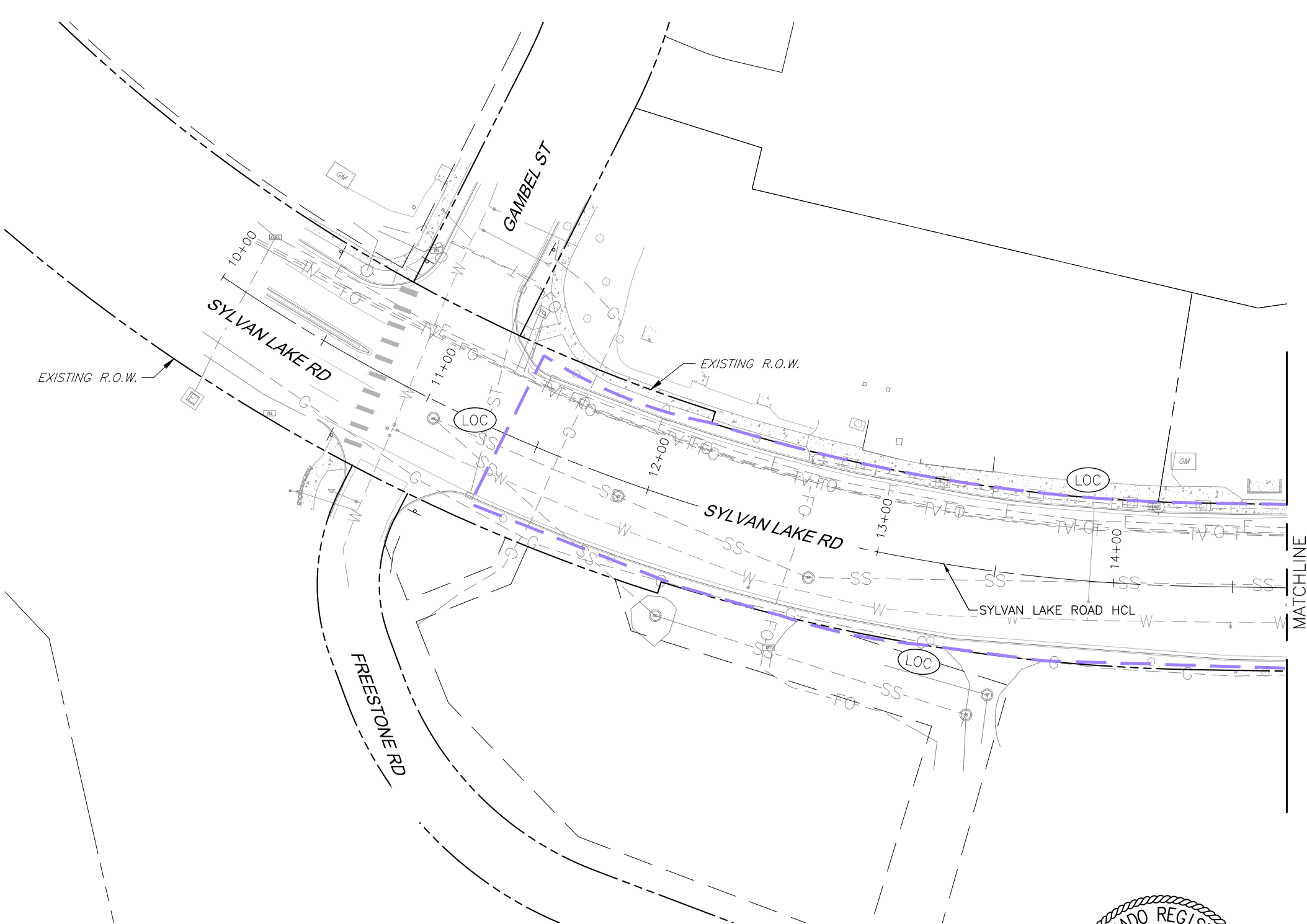
11. NOTE

Erosion Control bid item code 208-00000 to be bid as a lump sum item, itemized tabulations included for information only



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Horiz. Scale: Vert. Scale:								Revised:		Detailer: C. SIMPSON		23.1176	
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LEGEND

—SCL—	SEDIMENT CONTROL LOG	(SCL)
	VEHICLE TRACKING CONTROL	(VTC)
	CONCRETE WASHOUT AREA	(CWA)
	AGGREGATE BAG	(AB)
	TEMPORARY SEEDING/MULCHING (R-1)	(SM)
---	LIMITS OF CONSTRUCTION	(LOC)
	INLET PROTECTION	(IP)
	OUTLET PROTECTION	(OP)

NOTES

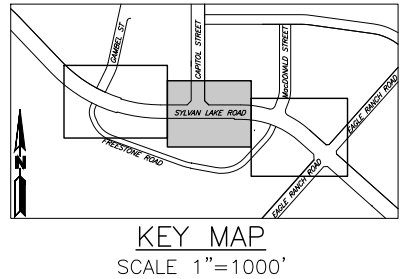
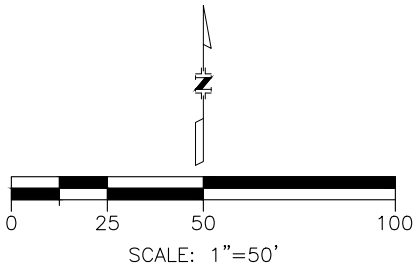
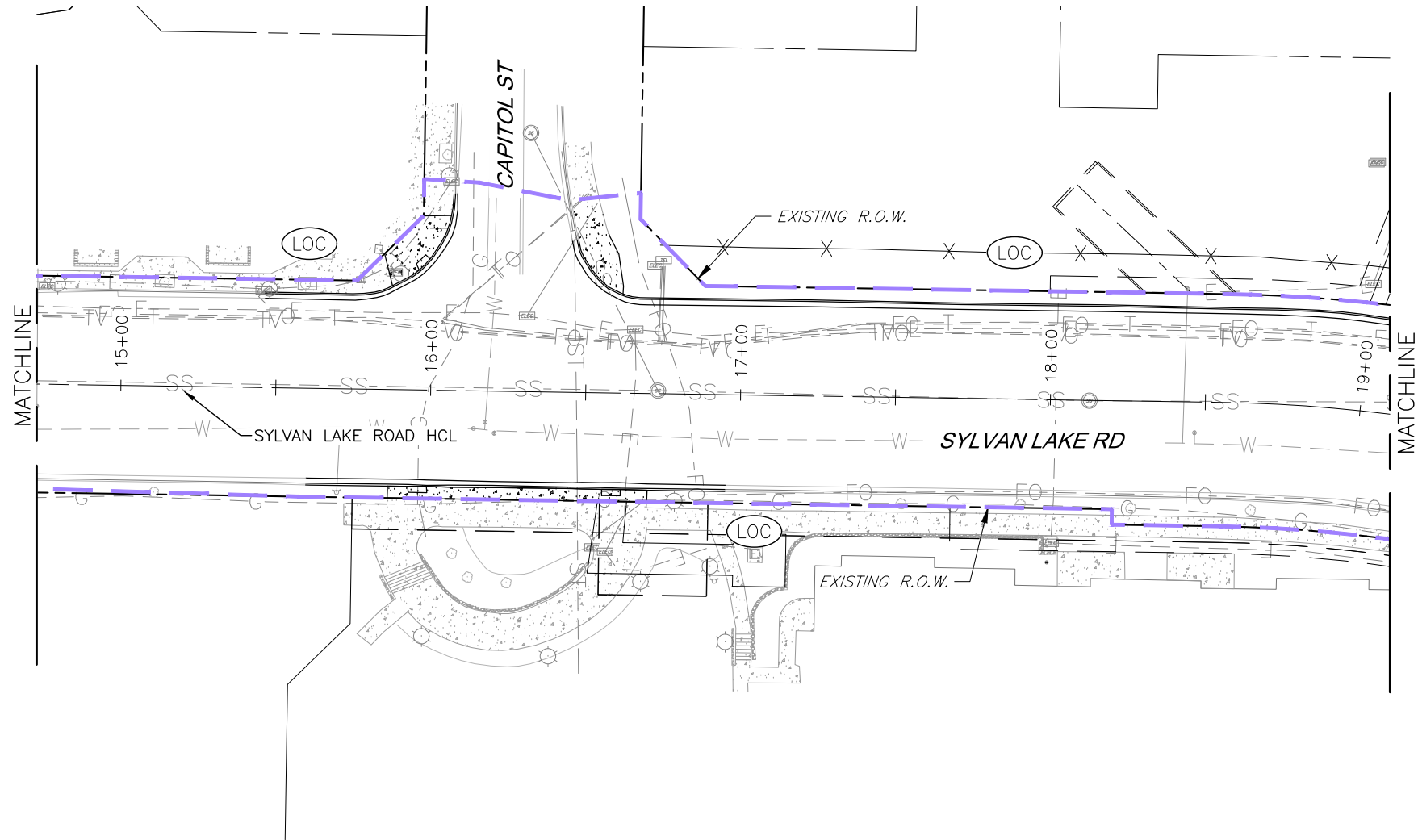
1. CONTRACTOR TO COORDINATE WITH THE TOWN OF EAGLE ON AREA AVAILABLE FOR CONTRACTOR LAYDOWN AREA



CALL 811 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES
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Print Date: 11/25/2024		Sheet Revisions <table><tr><th>Date:</th><th>Comments</th><th>Init.</th></tr><tr><td>11/25/24</td><td>BID ADDENDUM</td><td>DAA</td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>		Date:	Comments	Init.	11/25/24	BID ADDENDUM	DAA							Colorado Department of Transportation  222 SOUTH 6TH ST., #317 GRAND JUNCTION, CO 81501-2769 970-243-2368 Region 3		As Constructed No Revisions: Revised: Void:		TOWN OF EAGLE - SYLVAN LAKE ROAD INTERSECTIONS INITIAL - EROSION CONTROL PLAN Designer: K. KLIPSTINE Detailer: C. SIMPSON Sheet Subset: ----- Subset Sheet:			Project No./Code	
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 MARTIN/MARTIN CONSULTING ENGINEERS 12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215 MAIN 303.431.6100 MARTINMARTIN.COM		(R-1) ☐ ☐ ☐																						

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LEGEND

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	VEHICLE TRACKING CONTROL	(VTC)
	CONCRETE WASHOUT AREA	(CWA)
	AGGREGATE BAG	(AB)
	TEMPORARY SEEDING/MULCHING (R-1)	(SM)
- - - -	LIMITS OF CONSTRUCTION	(LOC)
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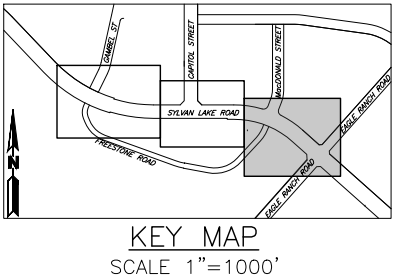
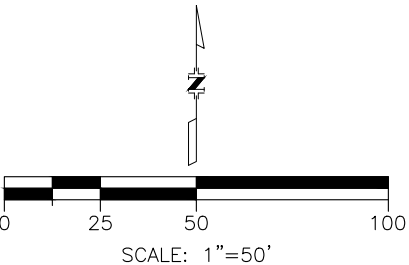
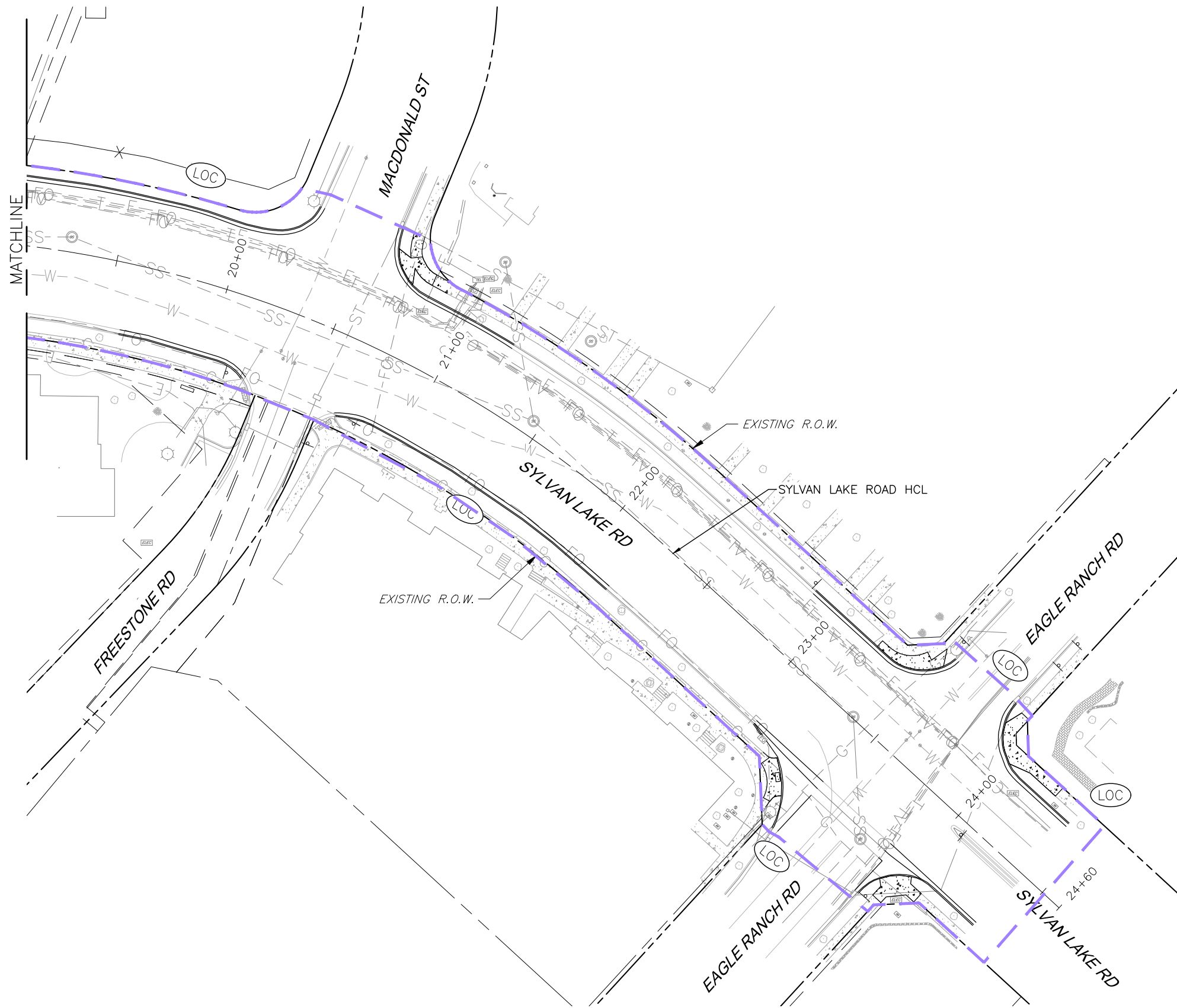


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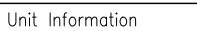


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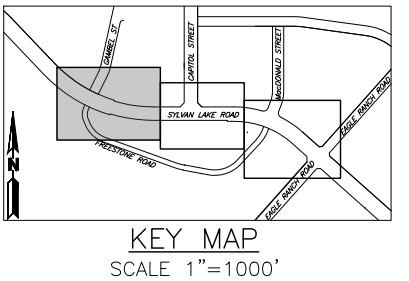
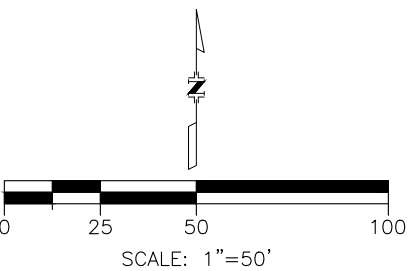
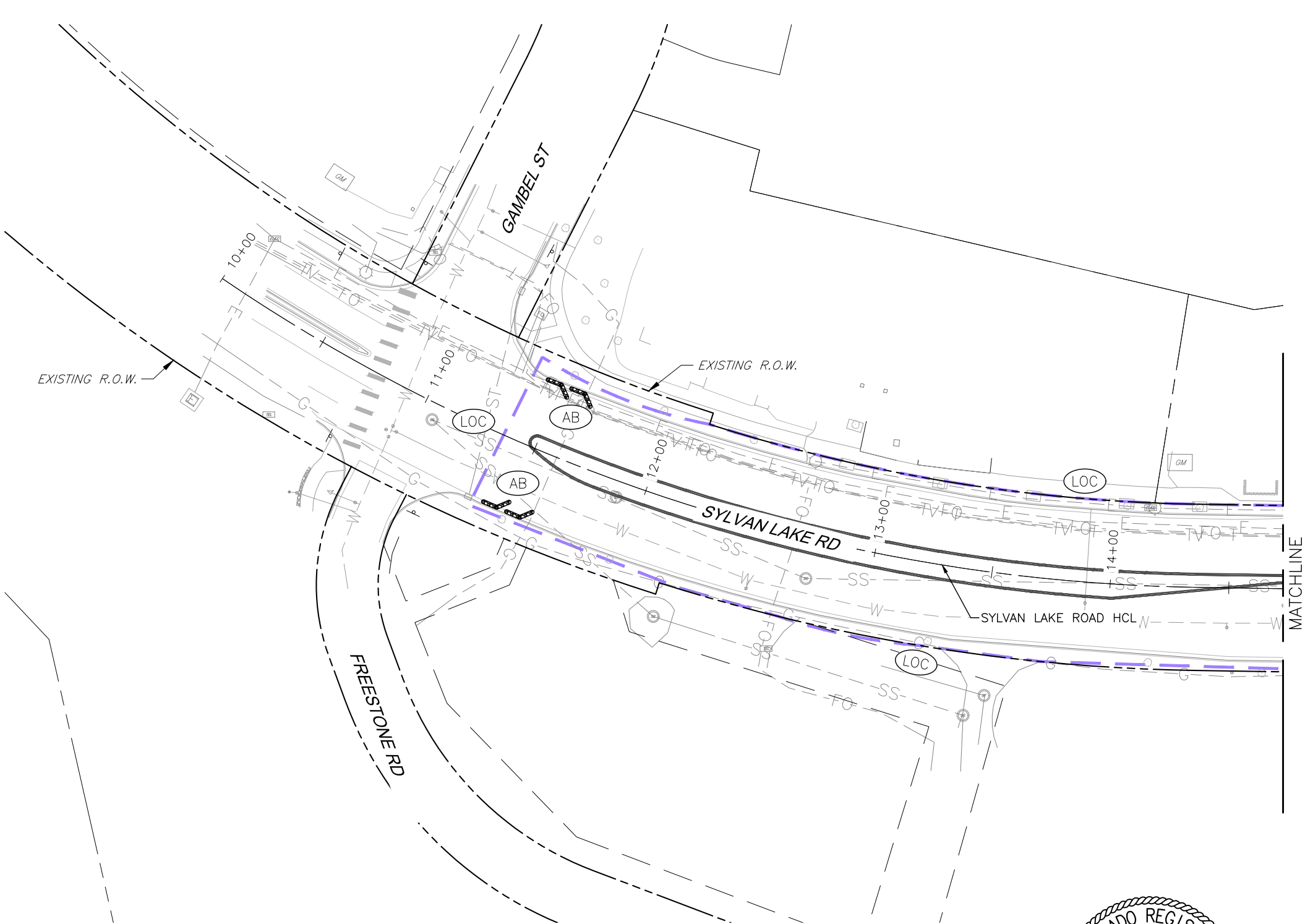
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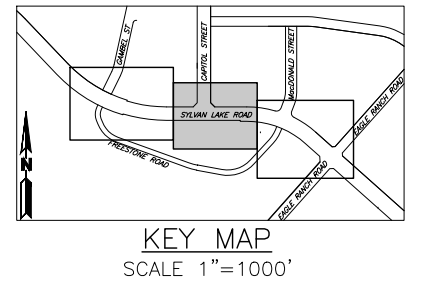
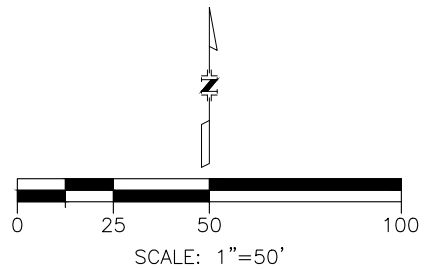
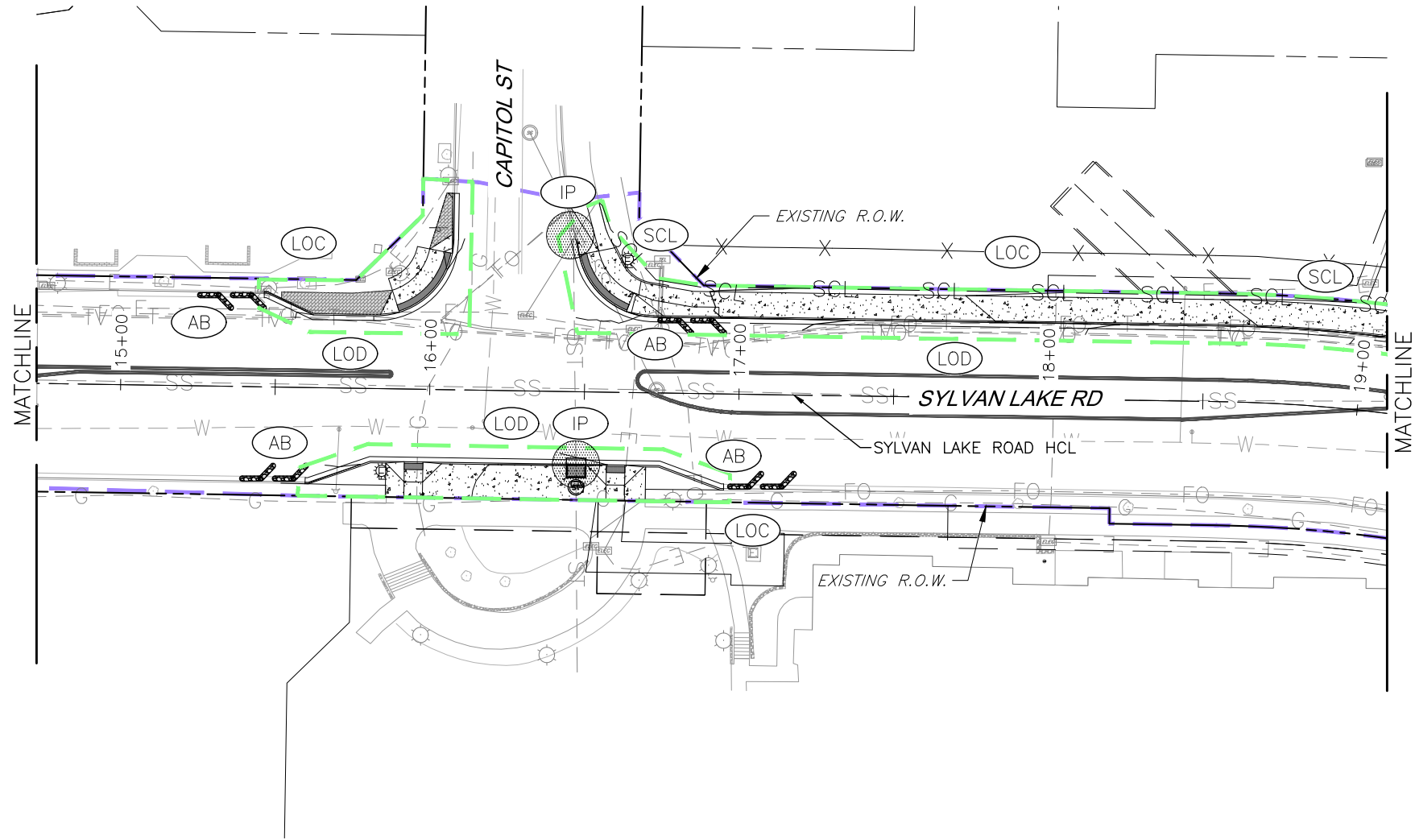
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LEGEND

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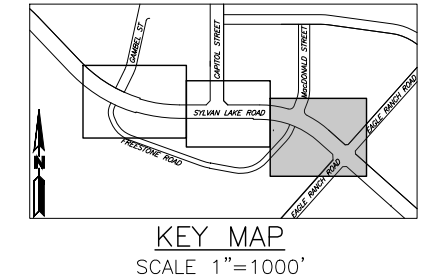
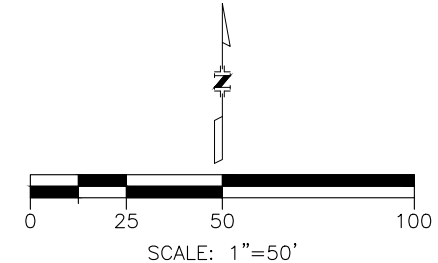
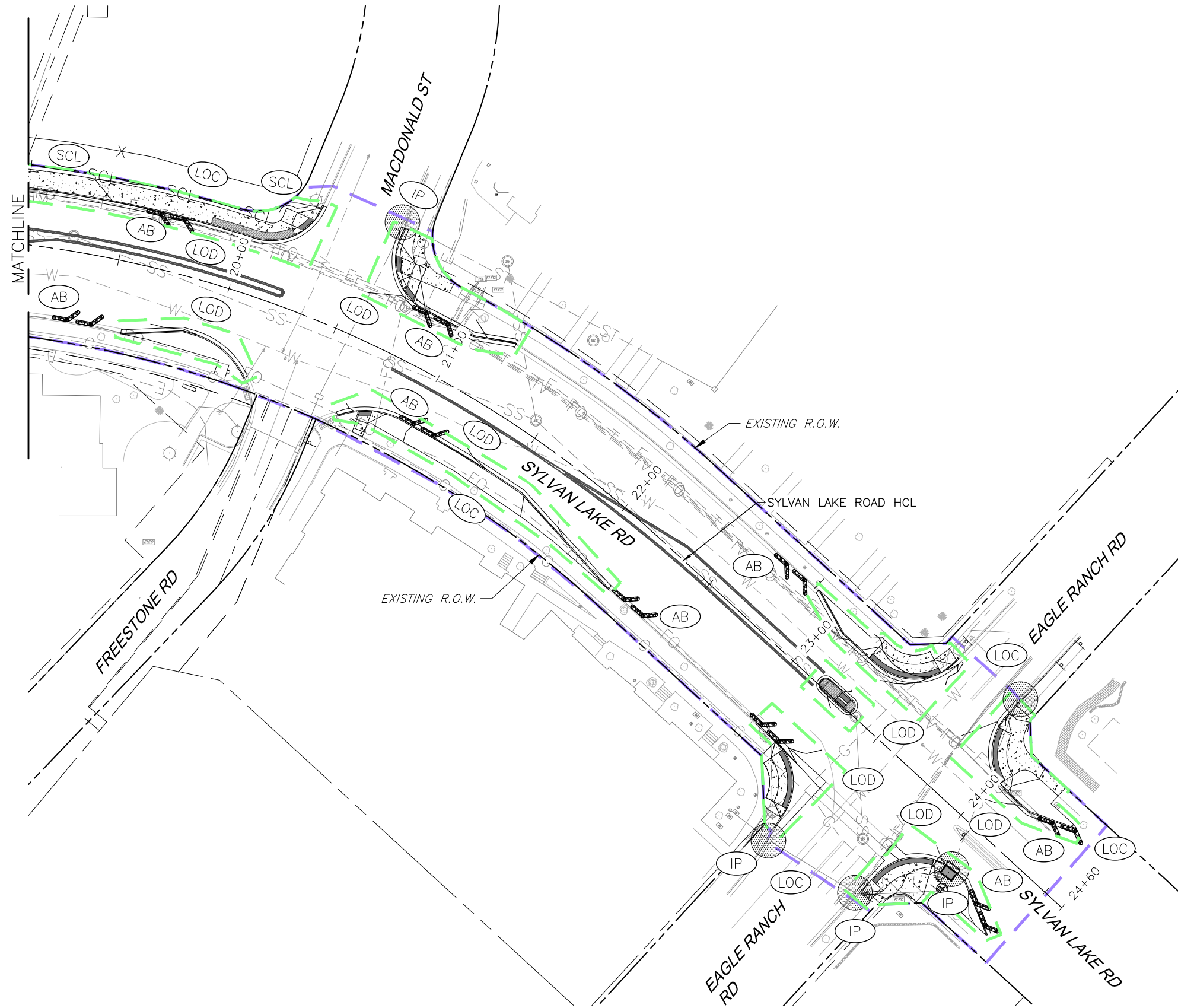
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LEGEND

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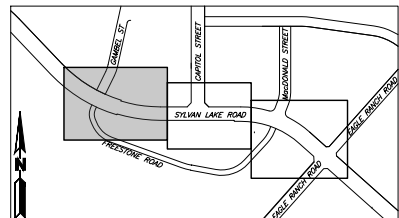
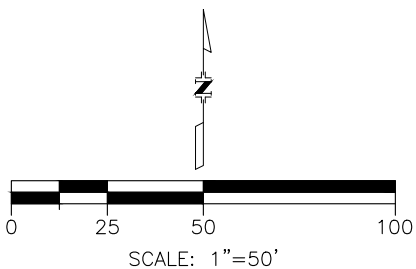
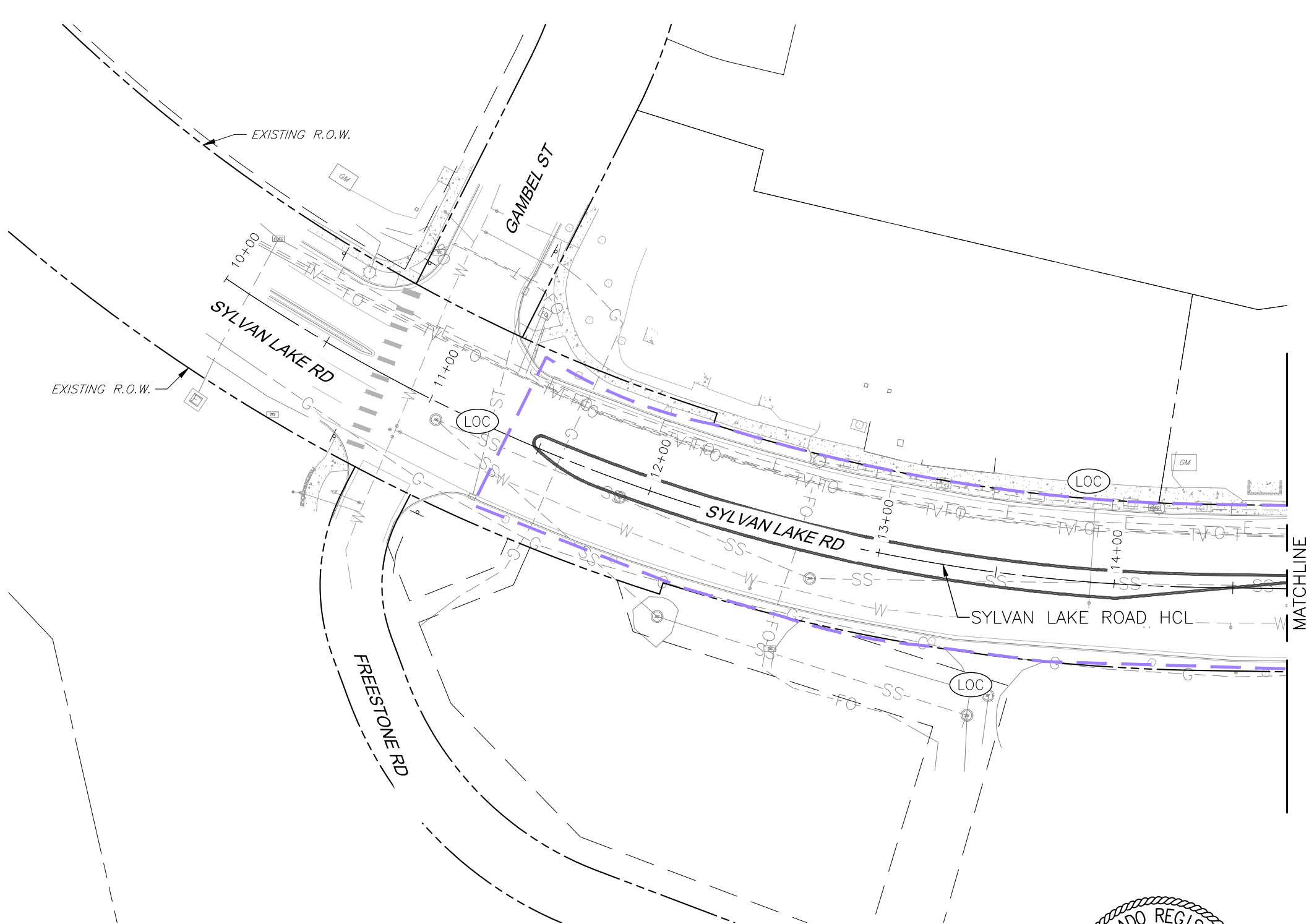


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LEGEND

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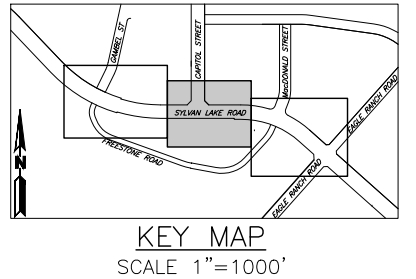
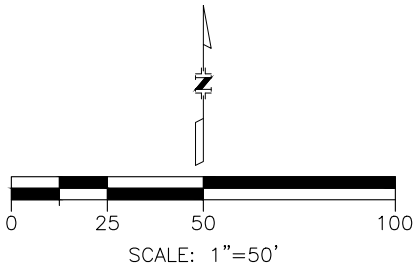
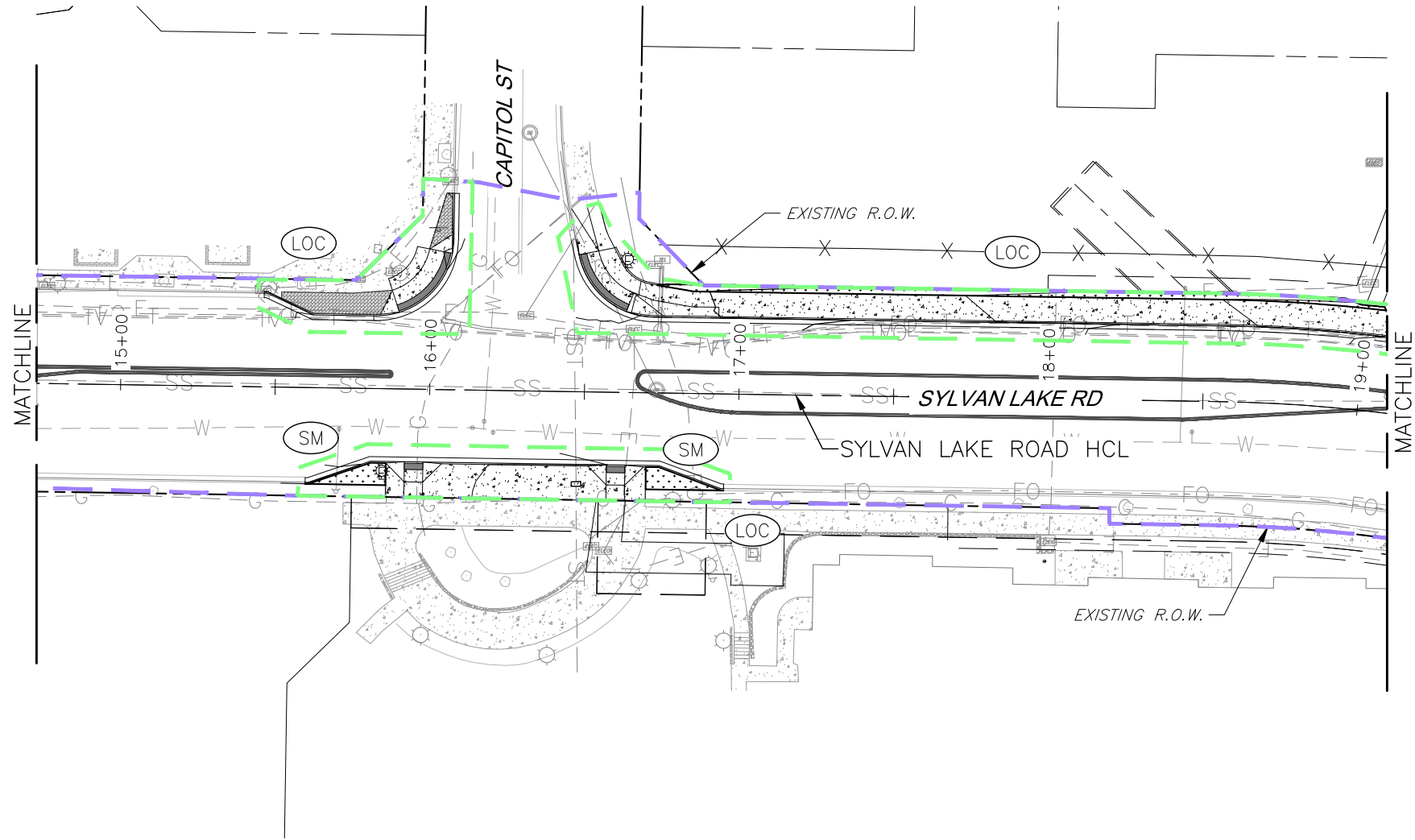
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—SCL—	SEDIMENT CONTROL LOG	(SCL)
	VEHICLE TRACKING CONTROL	(VTC)
	CONCRETE WASHOUT AREA	(CWA)
	AGGREGATE BAG	(AB)
	TEMPORARY SEEDING/MULCHING (R-1)	(SM)
---	LIMITS OF CONSTRUCTION	(LOC)
---	LIMITS OF DISTURBANCE	(LOD)
	INLET PROTECTION	(IP)
	OUTLET PROTECTION	(OP)



CALL 811 2-BUSINESS DAYS IN ADVANCE
BEFORE YOU DIG, GRADE OR EXCAVATE FOR
MARKING OF UNDERGROUND MEMBER UTILITIES
MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY
LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN
PLOTTED FROM (PROVIDED) ASCE (38) UTILITY QUALITY LEVEL D
(Q₆) AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTORS
RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL
AND VERTICAL LOCATION OF ALL UTILITIES (DEPICTED OR NOT
DEPICTED) PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

Print Date: 11/25/2024	
File Name: 21 - EROSION CONTROL - FINAL.dwg	
Horiz. Scale:	Vert. Scale:
Unit Information	Unit Leader
	MARTIN/MARTIN CONSULTING ENGINEERS
	12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215 MAIN 303.431.6100 MARTINMARTIN.COM

Sheet Revisions		
Date:	Comments	Init.
11/25/24	BID ADDENDUM	DAA

Colorado Department of Transportation



222 SOUTH 6TH ST., #317
GRAND JUNCTION, CO 81501-2769
970-243-2368

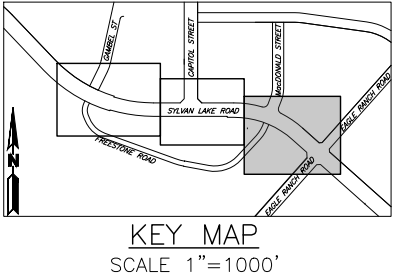
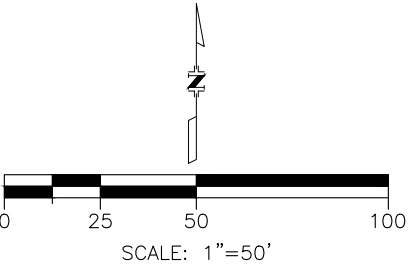
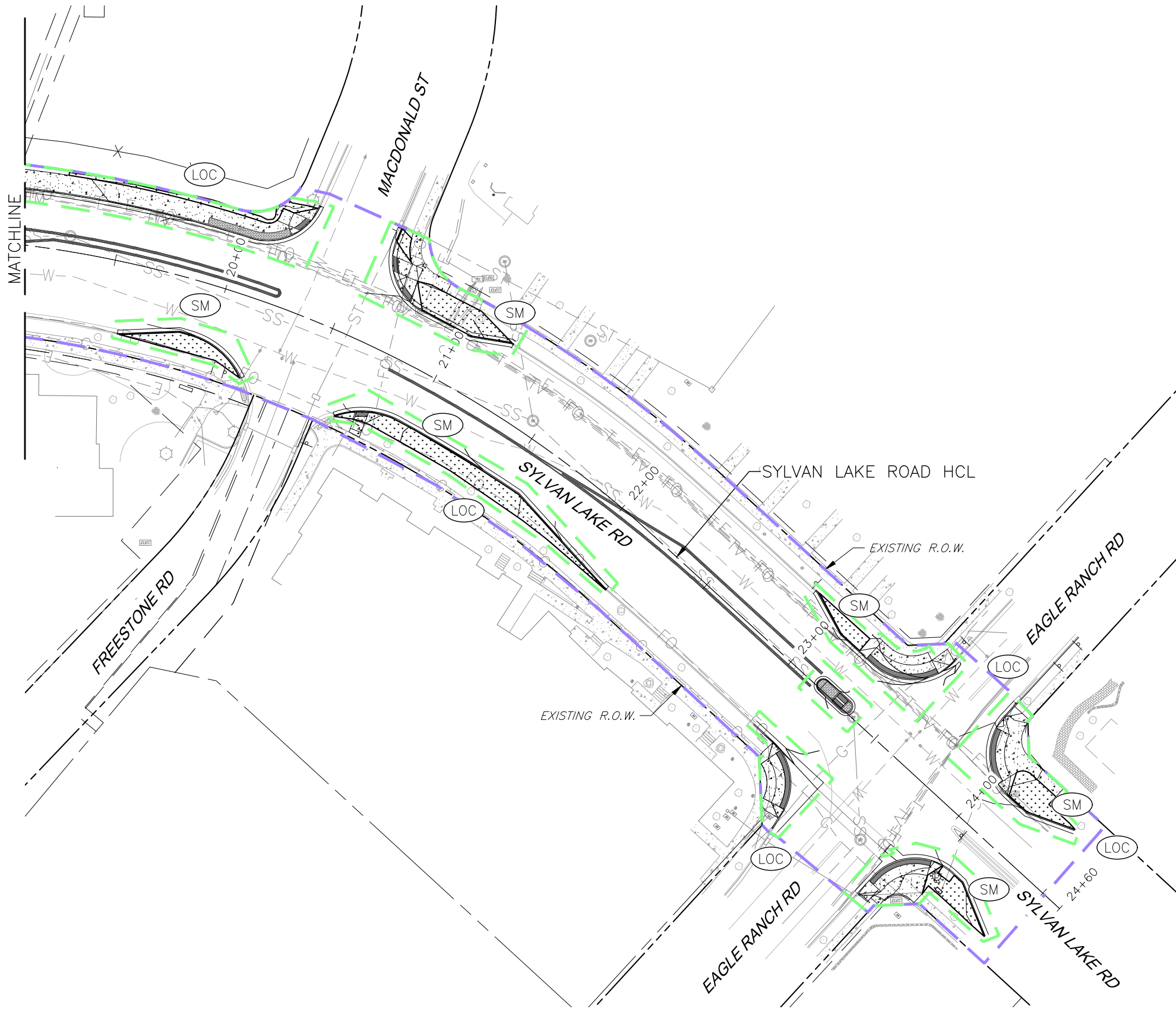
Region 3

As Constructed
No Revisions:
Revised:
Void:

TOWN OF EAGLE - SYLVAN LAKE ROAD INTERSECTIONS FINAL - EROSION CONTROL PLAN			
Designer:	K. KLIPSTINE		
Detailer:	C. SIMPSON		
Sheet Subset:	---	Subset Sheet:	

Project No./Code
Number
23.1176
Sheet Number
34

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LEGEND

—SCL—	SEDIMENT CONTROL LOG	(SCL)
	VEHICLE TRACKING CONTROL	(VTC)
	CONCRETE WASHOUT AREA	(CWA)
	AGGREGATE BAG	(AB)
	TEMPORARY SEEDING/MULCHING (R-1)	(SM)
---	LIMITS OF CONSTRUCTION	(LOC)
---	LIMITS OF DISTURBANCE	(LOD)
	INLET PROTECTION	(IP)
	OUTLET PROTECTION	(OP)



CALL 811 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR MARKING OF UNDERGROUND MEMBER UTILITIES
MARTIN/MARTIN ASSUMES NO RESPONSIBILITY FOR UTILITY LOCATIONS. THE UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM (PROVIDED) ASCE (38) UTILITY QUALITY LEVEL D (Q_UD) AVAILABLE INFORMATION. IT IS, HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES (DEPICTED OR NOT DEPICTED) PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

Print Date: 11/25/2024	
File Name: 21 - EROSION CONTROL - FINAL.dwg	
Horiz. Scale: Vert. Scale:	
Unit Information Unit Leader	
MARTIN/MARTIN CONSULTING ENGINEERS 12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215 MAIN 303.431.6100 MARTINMARTIN.COM	

Sheet Revisions		
Date:	Comments	Init.
11/25/24	BID ADDENDUM	DAA

Colorado Department of Transportation

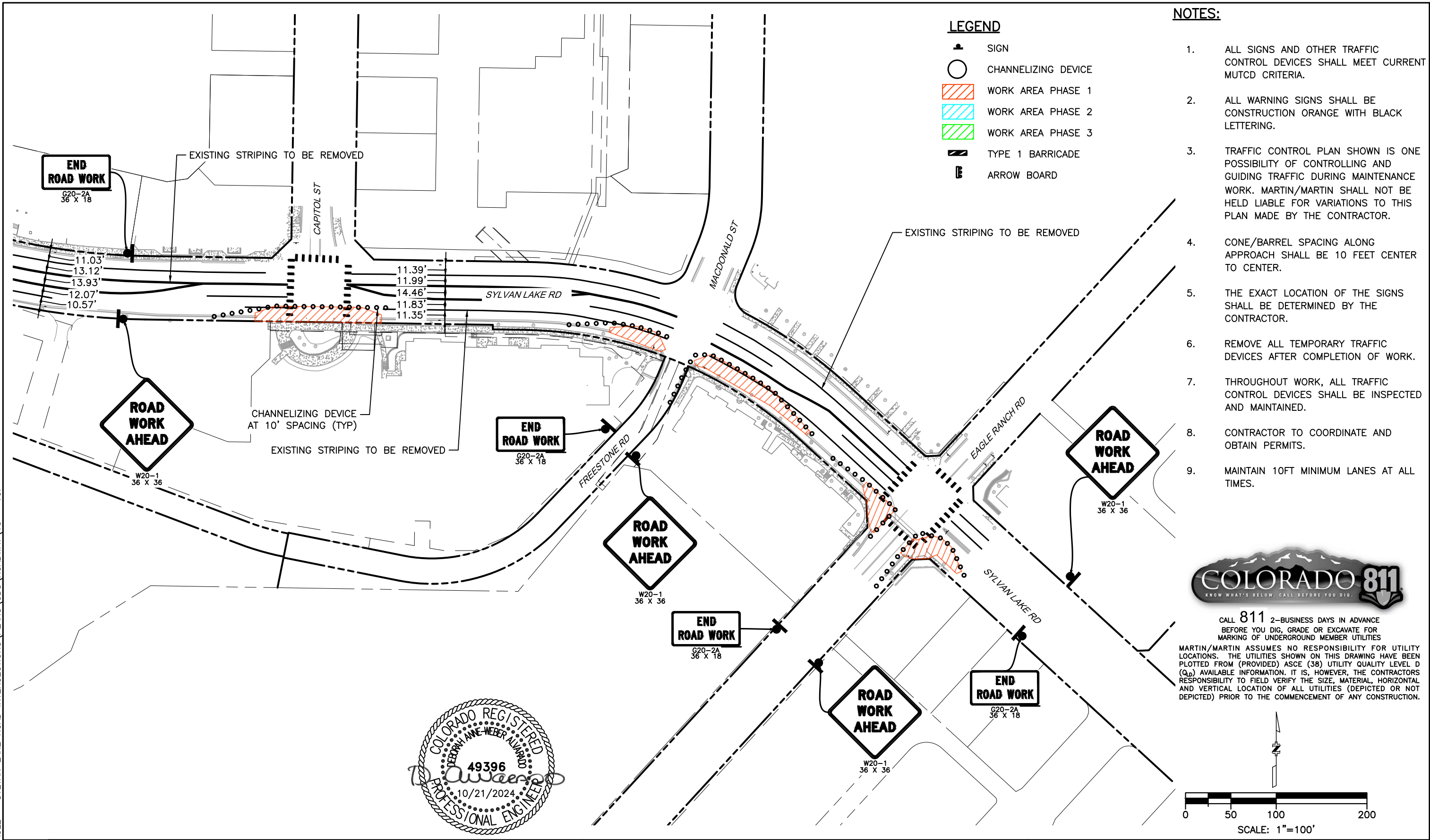


222 SOUTH 6TH ST., #317
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970-243-2368

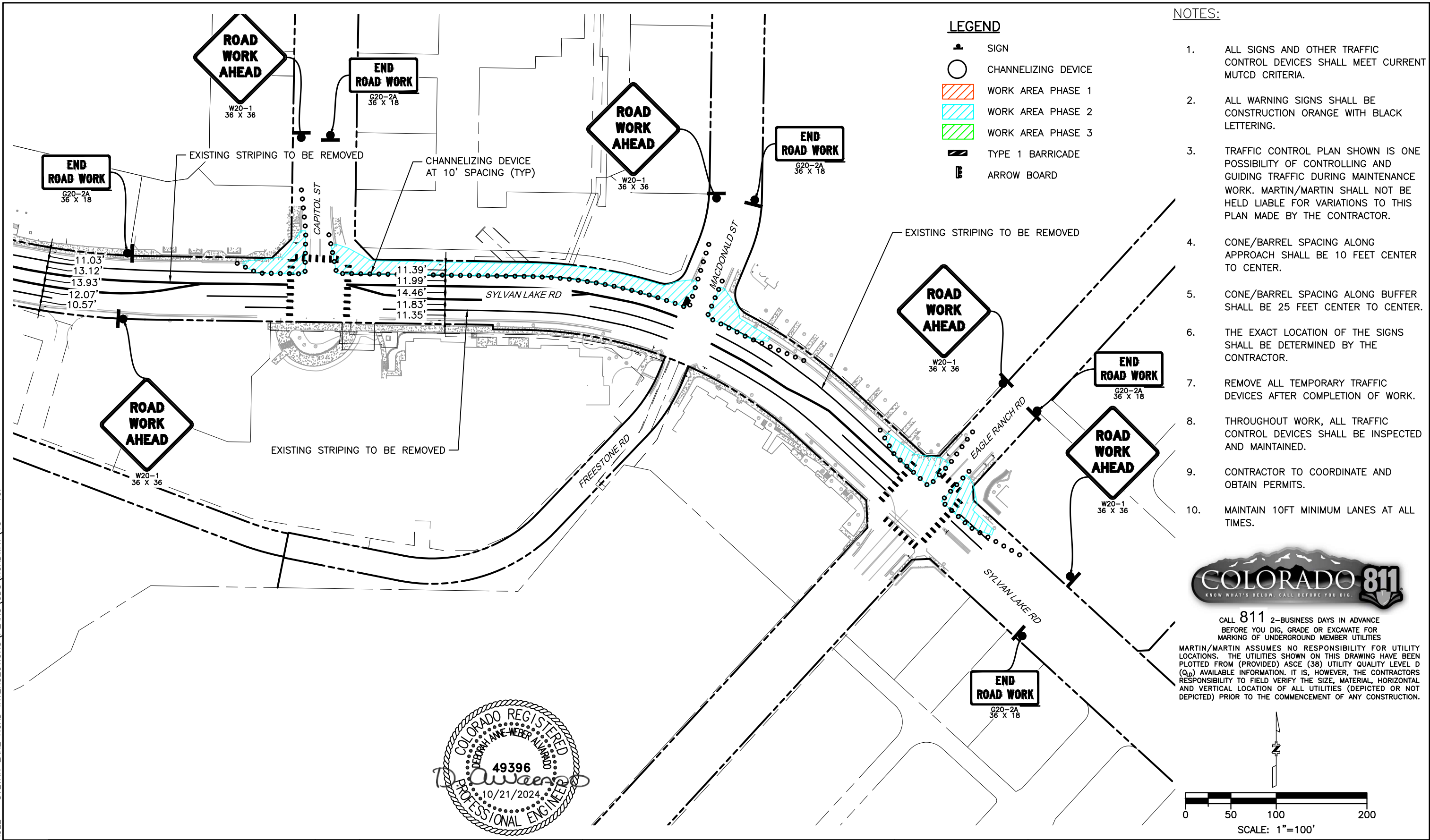
Region 3

As Constructed		TOWN OF EAGLE - SYLVAN LAKE ROAD INTERSECTIONS FINAL - EROSION CONTROL PLAN		Project No./Code	
No Revisions:		Designer: K. KLIPSTINE		Number	
Revised:		Detailer: C. SIMPSON		23.1176	
Void:		Sheet Subset: ---	Subset Sheet:	Sheet Number	35

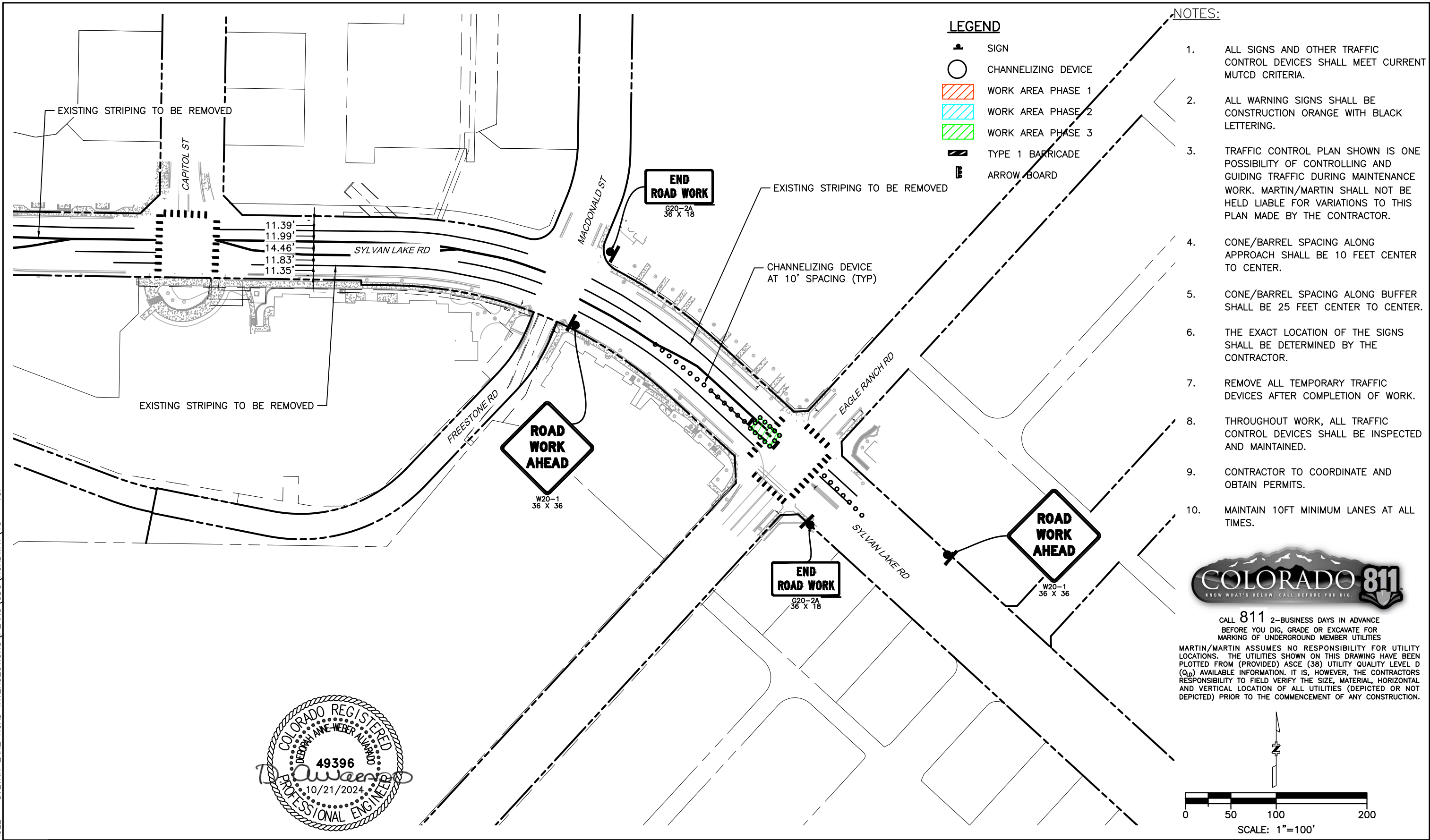
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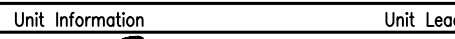


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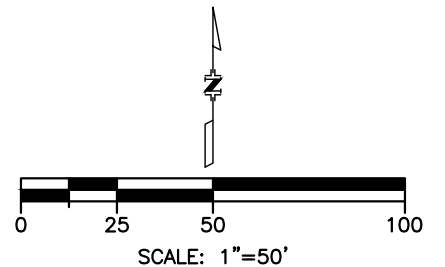
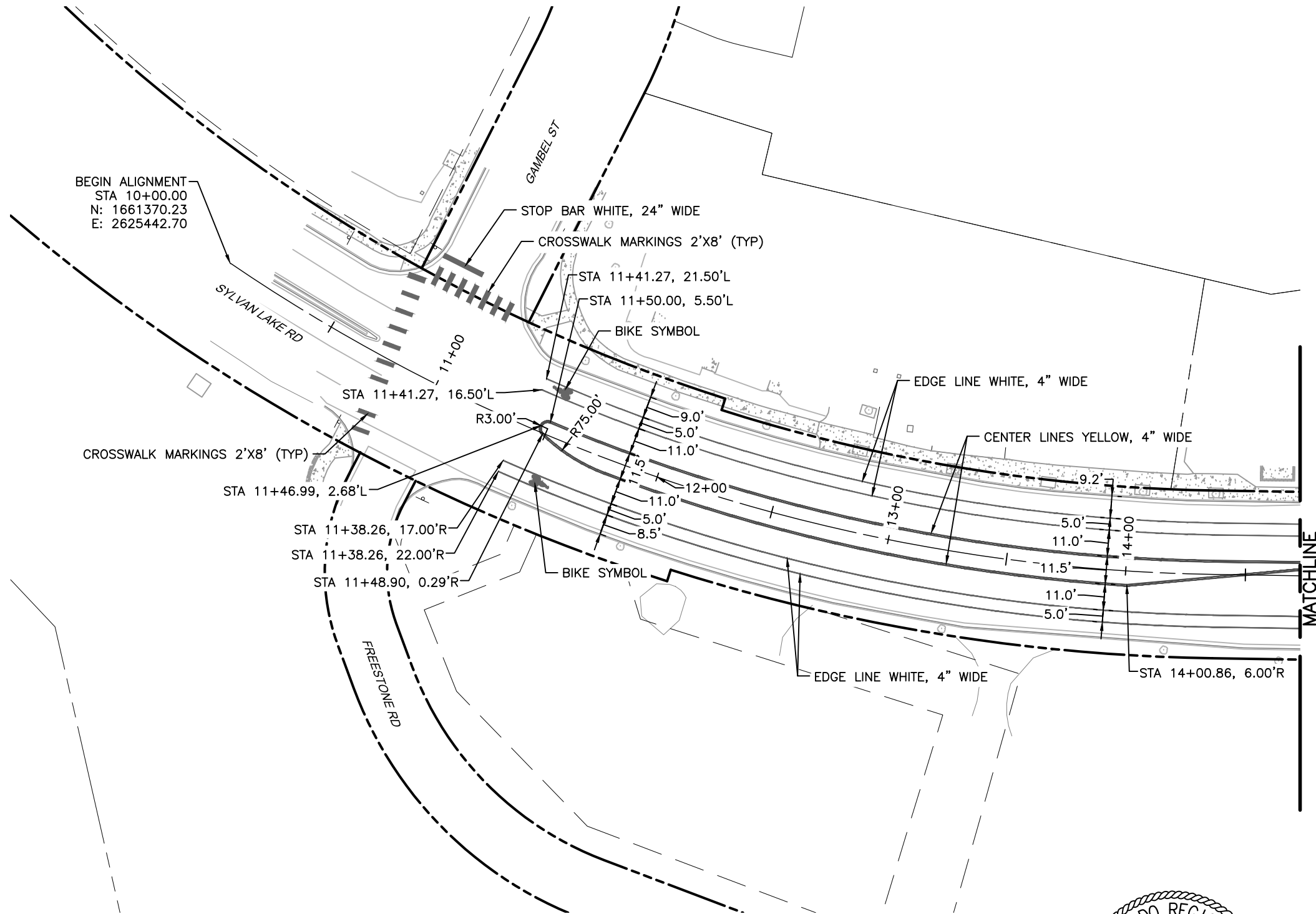


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Print Date: 10/3/2024		Sheet Revisions			Colorado Department of Transportation		As Constructed		TOWN OF EAGLE - SYLVAN LAKE ROAD INTERSECTIONS SUGGESTED TEMPORARY TRAFFIC CONTROL PLAN PHASE 3		Project No./Code	
File Name: 15 - TCP.dwg											Number	
Horiz. Scale:			Date:	Comments	Init.	 222 SOUTH 6TH ST., #317 GRAND JUNCTION, CO 81501-2769 970-243-2368	No Revisions:		Designer: K. KLIPSTINE		23.1176	
Unit Information							Revised:		Detailer: C. SIMPSON			
Unit Leader							Region 3	Void:		Sheet Subset: ----- Subset Sheet:		Sheet Number 38
 MARTIN/MARTIN CONSULTING ENGINEERS 12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215 MAIN 303.431.6100 MARTINMARTIN.COM												

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Print Date: 10/3/2024	
File Name: 33 - SIGNING & STRIPING.dwg	
Horiz. Scale:	Vert. Scale:
Unit Information	Unit Leader
 MARTIN/MARTIN CONSULTING ENGINEERS	
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215 MAIN: 303.431.6100 MARTINMARTIN.COM	

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation

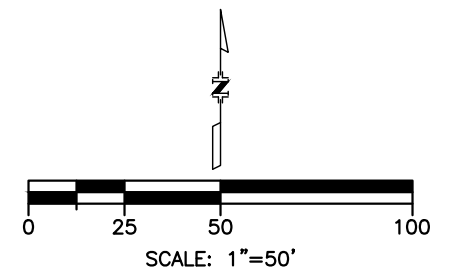
 222 SOUTH 6TH ST., #317
GRAND JUNCTION, CO 81501-2769
970-243-2368

Region 3

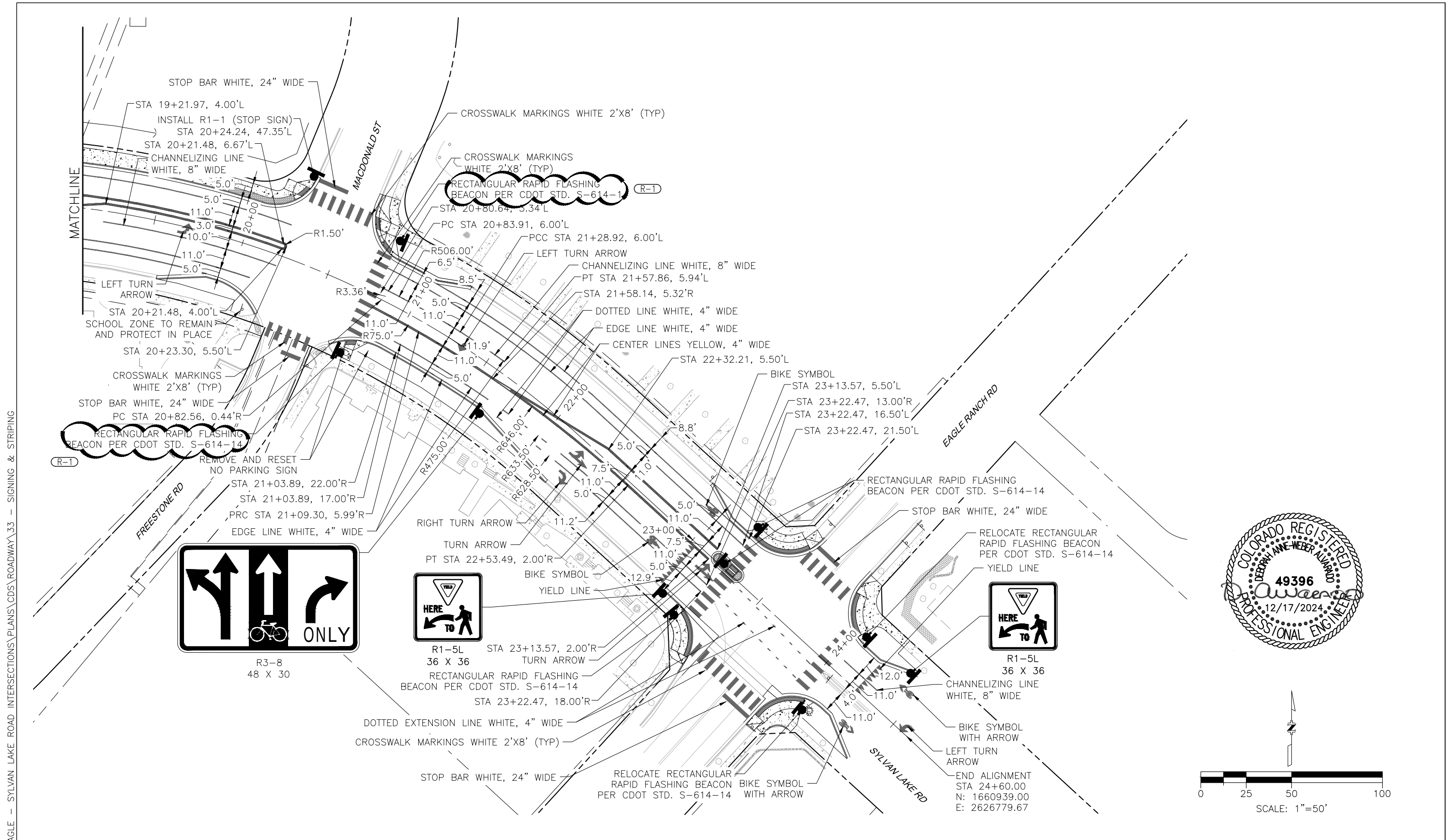
As Constructed
No Revisions:
Revised:
Void:

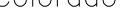
TOWN OF EAGLE - SYLVAN LAKE ROAD INTERSECTIONS SIGNING & STRIPING PLAN			
Designer:	K. KLIPSTINE		
Detailer:	C. SIMPSON		
Sheet Subset:	----	Subset Sheet:	

Project No./Code	
Number	
23.1176	
Sheet Number	39



Print Date: 10/3/2024			Sheet Revisions			Colorado Department of Transportation			As Constructed		TOWN OF EAGLE - SYLVAN LAKE ROAD INTERSECTIONS SIGNING & STRIPING PLAN			Project No./Code		
File Name: 33 – SIGNING & STRIPING.dwg			Date:	Comments	Init.	 222 SOUTH 6TH ST., #317 GRAND JUNCTION, CO 81501-2769 970-243-2368	Region 3			No Revisions:					Number	
Horiz. Scale: Vert. Scale:							Revised:		Designer: K. KLIPSTINE		23.1176					
Unit Information Unit Leader							Void:		Detailer: C. SIMPSON							
 MARTIN/MARTIN CONSULTING ENGINEERS 12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215 MAIN 303.431.6100 MARTINMARTIN.COM									Sheet Subset: -----		Subset Sheet:		Sheet Number 40			



Print Date: 11/25/2024		Sheet Revisions		Colorado Department of Transportation		As Constructed		TOWN OF EAGLE - SYLVAN LAKE ROAD INTERSECTIONS SIGNING & STRIPING PLAN		Project No./Code	
File Name: 33 – SIGNING & STRIPING.dwg										Number	
Horiz. Scale:		Vert. Scale:		 222 SOUTH 6TH ST., #317 GRAND JUNCTION, CO 81501-2769 970-243-2368		No Revisions:		Designer: K. KLIPSTINE		23.1176	
Unit Information		Unit Leader								Detailer: C. SIMPSON	
 MARTIN/MARTIN CONSULTING ENGINEERS 12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215 MAIN 303.431.6100 MARTINMARTIN.COM		(R-1)		Region 3		Void:		Sheet Subset: ----- Subset Sheet:		Sheet Number 41	

TO ESTABLISH GEOMETRIC CONTROL FOR THE CONSTRUCTION OF THIS PROJECT, THE DEPARTMENT HAS PROVIDED THE FOLLOWING INFORMATION:

Format *	
3D Design Modeling Electronic Files EXISTING & PROPOSED SURFACES	
Horizontal Control	PLAN SHEETS, COMPUTER FILE
Vertical Control	PLAN SHEETS, COMPUTER FILE
Roadway Alignment	PLAN SHEETS, COMPUTER FILE
Original Terrain Data	PLAN SHEETS, COMPUTER FILE
Other:	

* Specify the information format, ie., plan sheet, computer disk, computer printout, or other. The information marked is either contained on the plans or is available from the Engineer.

TYPE OF PROJECT

- ☐ Landscaping
- ☐ Signalization
- ☒ Safety Improvement
- ☐ Asphalt Overlay
- ☐ Concrete Overlay
- ☐ Minor Widening
- ☐ Major Reconstruction
- ☐ New Roadway Construction
- ☐ Bridge Replacement
- ☐ Bridge Widening
- ☐ New Bridge
- ☐ Other:

SURVEY WORK TO BE PERFORMED BY OTHERS:

WORK PERFORMED BY THE CONTRACTOR'S SURVEYOR UNDER SECTION 625:

- ☐ A complete passing Base Line report (completed within 6 months prior to the start of the project)
- ☒ An instrument calibration Certification (completed within 6 months prior to the start of the project)
- ☐ Establish and Maintain Project Centerline or Engineer Approved Offset Line(s)
- ☐ Verification and Maintenance of Horizontal and Vertical Control
- ☐ Verify or Determine existing grades and alignments
- ☐ Verify or Determine existing topography
- ☐ Clearing and Grubbing Limits (Section 201)
- ☒ Removal Limits (Section 202)
- ☒ Reset Items (Section 210)
- ☒ Excavation and Embankment (Section 203)

- ☒ Excavation
- ☒ Unclassified
- ☐ Stripping
- ☐ Muck
- ☐ Rock
- ☐ Borrow
- ☐ Other:
- ☐ Potholing

- ☐ Embankment
- ☒ Site Grading
- ☐ Erosion Control (Perm)
- ☐ Other:
- ☐ As Staked Earthwork Quantities (See General Notes)

- ☒ Landscaping
- ☐ Top Soil (Section 207)
- ☒ Seeding (Section 212)
- ☐ Mulching (Section 213)
- ☒ Planting (Section 214)
- ☒ Herbicide (Section 217)
- ☐ Other:

- ☒ Erosion Control (Section 208)
- ☒ Seeding (Temp)
- ☐ Silt Fence
- ☐ Erosion Bales
- ☒ Erosion Logs
- ☐ Riprap (Temp)
- ☐ Other:

- ☐ Roadway Bases
- ☐ Untreated Subgrade
- ☐ Treated Subgrade
- ☒ Aggregate Base Course (Section 304)
- ☐ Reconditioning
- ☐ PMBB - Plant Mix Bituminous Base
- ☐ Other:

Excavation	Slope Staking (Y/N)	Grid (Y/N)	Grade (Y/N)	Special Interval
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-

Embankment	Slope Staking (Y/N)	Grid (Y/N)	Grade (Y/N)	Special Interval
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-

Roadway Bases	Grid (Y/N)	Grade (Y/N)	Special Interval	Special Offset
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-
	-	-	-	-

- ☒ Pavements
- ☒ HMA - Hot Mix Asphalt (Section 403)
- ☐ Concrete (Section 412)
- ☐ Heating & Scarifying Treatment
- ☐ Prime Coat, Tack Coat & Rejuvenating Agent (Section 407)
- ☐ Seal Coat or Chip Seal (Section 409)
- ☐ Other:

- ☒ Roadway Elements
- ☒ Curb and Gutter (Section 609)
- ☐ Drop inlets - alignment and grades (Section 604)
- ☐ Retaining Walls
- ☐ Guard Rail (Section 606)
- ☒ Sidewalk (Section 608)
- ☐ Overlay Stationing
- ☐ Other:

- ☐ Riprap (Perm) (Section 506)
- ☐ Slope and Ditch Paving (Section 507)

- ☐ Minor Structures
- ☐ Structure Excavation limits (Section 206)
- ☐ Culverts (Section 603)
- ☐ Culverts w/ Headwalls and Wingwalls (Section 601)
- ☐ Concrete Box Culverts w/ Headwalls and Wingwalls
- ☐ Pipes (Section 603)
- ☐ Sanitary Sewer
- ☐ Storm Sewer
- ☐ Water
- ☐ Irrigation
- ☐ Miscellaneous
- ☒ Manholes (Section 604)
- ☒ Inlets (Section 604)
- ☐ Permanent Water Quality BMP (Section 208)
- ☐ Other:

- ☐ Major Structures - Overhead Signs (Section 614), Concrete Box Culverts, Bridges - and all other structures assigned a structure number
- ☐ Structure Excavation limits (Section 206)
- ☐ Concrete Box Culverts (Section 603) w/ Headwalls and Wingwalls (Section 601)
- ☐ Piling locations and cut off elevations (Section 502)
- ☐ Caisson locations and elevations (Section 503)
- ☐ Footing locations, alignment, and elevations
- ☐ Abutment/Pier locations, alignment, and elevations
- ☐ Wingwall skew angles/offsets
- ☐ Structural concrete form locations
- ☐ Substructure As-constructed survey required for Bridges (Subsection 601 .12) and Overhead signs (S-614-50)
- ☐ Bridge expansion joint(s) alignment and grade (longitudinal and transverse)
- ☐ Deck grades at Girder 10th or "n" th point locations and elevations
- ☐ Slope and Ditch Paving (Section 507)
- ☐ Other:

- ☐ Fencing (Section 607)
- ☐ Temporary
- ☐ Permanent
- ☐ Sound Barrier
- ☐ Other:

- ☐ Delineators (Section 612)
- ☐ Temporary
- ☐ Permanent

- ☒ Lighting (Section 613) and Traffic Control Devices (Permanent) (Section 614)
- ☐ Signal pole locations and elevations
- ☒ Light pole locations and elevations
- ☐ Sign locations
- ☐ Field verify sign post locations, elevations, and lengths before fabrication.
- ☒ Other: Rectangular Rapid Flashing Beacon

Pavements	Grid (Y/N)	Special Interval	Special Offset
	-	-	-
	-	-	-
	-	-	-
	-	-	-
	-	-	-

Curb & Gutter	Tangent Interval	Curve Interval	Special Offset
	-	-	-

Stationing	Left Interval	Center Interval	Right Interval
	-	-	-

- ☒ Pavement Marking (Section 627)
- ☐ Striping (Temp)
- ☒ Striping (Perm)
- ☐ Symbols
- ☐ Other:

- ☐ Temporary Lighting and Construction Traffic Control Devices (Section 630)
- ☐ Signal pole locations and elevations (Temp)
- ☐ Light pole locations and elevations (Temp)
- ☐ Sign Locations (Temp)
- ☐ Other:

- ☐ All Easements (Temp Staking by P.L.S. Only)

- ☐ Right of Way (Temp Staking by P.L.S. Only)

WORK PERFORMED BY THE CONTRACTOR'S SURVEYOR UNDER SECTION 629:

- ☒ Monumentation (Section 629)
- ☐ Control
- ☐ Right of Way
- ☐ Land corners, Aliquot corners
- ☐ Easements
- ☐ Reference the specified existing monuments: **
- ☐ Replace the specified existing monuments: **
- ☐ Locate monuments. It is estimated hours are required.

NOTE: All 629 items shall include adequate research, calculations, and evaluations of evidence for monuments to be set.

** A Tabulation of Survey Monuments may be provided on the plans.

GENERAL NOTES:

1. Unless indicated otherwise on this Survey Tabulation Sheet, all survey work and staking intervals shall be done in accordance with the latest edition of the CDOT Survey Manual.
2. Adequate information for establishing lines, grades, and locations for all work items have been specified on the plans. Any additional information required to stake the item or element shall be generated by the Contractor's surveyor.
3. The Contractor's surveyor shall provide an estimate of the man-hours necessary to complete the work items indicated on this sheet. A copy of this sheet, with the estimated man-hours written on the blank line to the left of the specified items, shall be submitted with the Survey Schedule to the Engineer days prior to the Presurvey Conference - Construction Survey.
4. Stakes and Monuments which are damaged or destroyed by the progress of construction shall be replaced by the Contractor at no additional cost to the Department.
5. The Contractor shall furnish an As Staked (or 3D Design Modeling Electronic Files) Earthwork Quantity report to the Engineer prior to completion of twenty percent (20%) of the planned earthwork in any phase as per the CDOT Survey Manual. A printed copy of the As Staked (or 3D Design Modeling Electronic Files) Earthwork data report and a computer disk with that information on it, in the specified format shall be submitted to the Engineer. The Contractor shall field verify original ground cross sections at a maximum 500 feet intervals.
6. Prior to beginning work on any subsequent operation, such as placing base course or paving, the Contractor shall certify in writing to the Engineer that the final grade is within specified tolerance.
7. The Contractor's surveyor shall perform all field surveying and calculations necessary to tie plan grades into field grades.
8. The Contractor shall coordinate construction staking on the project with any utility work.
9. Fieldbooks shall contain daily records of points set and or measurements observed. The information recorded shall contain: date, crew members' names, point no., description, staking information, and sketches. If the survey information is collected electronically, information recorded shall be provided to the Project Engineer in a hard copy format that is intuitive, clear and related to the supplemental information recorded in the field books. All linear surveys, such as slope stakes and blue tops, shall have the station and offset information related to the measured information. Non-linear surveys such as structures staking shall have sketches relating electronic information, such as point numbers, to the sketch.
10. The Contractor's surveyor shall submit the following fieldbooks to the Engineer:

☒ Horizontal Control (Primary & Secondary)

☒ Vertical Control (i.e. Benchmarks)

☐ Property Pin Ties

☐ Horizontal Alignment

☐ Grading

☐ Slope Staking

☐ Minor Structures

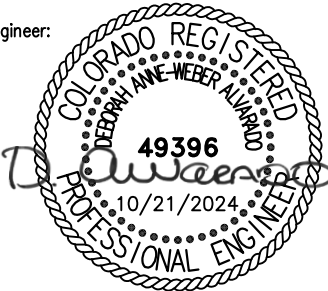
☐ Major Structures

☒ One fieldbook for each work category shown on this sheet

☐ Other Fieldbook(s):

11. The Contractor's surveyor shall submit the following (prior to surveying on the project) to the Engineer:

☒ All required Instrument Calibrations



Print Date: 10/3/2024

File Name: 42- SURVEY TAB.dwg

Horiz. Scale: Vert. Scale:

Unit Information Unit Leader

MARTIN/MARTIN
CONSULTING ENGINEERS

12499 WEST COLFAX AVENUE,
LAKEWOOD, COLORADO 80215
MAIN 303.431.6100
MARTINMARTIN.COM

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation

222 SOUTH 6TH ST., #317
GRAND JUNCTION, CO 81501-2769
970-243-2368

Region 3

As Constructed		TOWN OF EAGLE - SYLVAN LAKE ROAD INTERSECTIONS SURVEY TABULATION SHEET		Project No./Code
No Revisions:		Designer: K. KLIPSTINE		Number
Revised:		Detailer: C. SIMPSON		23.1176
Void:		Sheet Subset: - - - - Subset Sheet:		Sheet Number 42



REQUEST FOR BIDS

For the

**SYLVAN LAKE ROAD IMPROVEMENTS – GABLE STREET to EAGLE
RANCH ROAD**

to be provided to the

TOWN OF EAGLE

October 21, 2024

(Revised November 26, 2024)

(Revised December 17, 2024)

SPECIFICATIONS **ONLY**

IV. SPECIFICATIONS

TOWN OF EAGLE, COLORADO

The specifications for this project shall consist of the Colorado Department of Transportation 2023 *Standard Specifications for Road and Bridge Construction*, as modified herein by these Project Special Provisions, CDOT Standard Special Provisions, CDOT M&S Standards, and the Town of Eagle Regulations, latest editions in effect at the time of bid.

PROJECT SPECIAL PROVISIONS

<u>Title</u>	<u>Date</u>	<u>Page No.</u>
Project Special Provisions Index	October 21, 2024	2
Standard Special Provisions Index	October 21, 2024	3
Commencement and Completion of Work	October 21, 2024	4-5
Revision of Section 101 – Definitions and Terms	October 21, 2024	6
Revision of Section 108 – Critical Path Method Schedule	October 21, 2024	7
Revision of Section 109 – Measurement and Payment	October 21, 2024	8
Revision of Section 201 – Clearing and Grubbing	October 21, 2024	9
Revision of Section 202 – Removal of Structures and Obstructions	October 21, 2024	10
Revision of Section 206 – Excavation and Backfill for Culvert, Pipes and Riprap	October 21, 2024	11
Revision of Section 209 – Watering and Dust Palliatives	October 21, 2024	12
Revision of Section 304 – Aggregate Base Course (Class 6)	October 21, 2024	13
Revision of Section 401 and 403 – Hot Mix Asphalt (Patching) (Asphalt)	October 21, 2024	14-15
Revision of Section 403 – Hot Mix Asphalt Ticket Collection	October 21, 2024	16
Revision of Section 603 – Storm Drain Pipe	October 21, 2024	17-19
Revision of Section 604 – Manholes and Inlets	October 21, 2024	20-21
Revision of Section 608 – Concrete Sidewalks, Bikeways and Curb Ramps	October 21, 2024	22
Revision of Section 614 – Rectangular Rapid-Flashing Beacon	October 21, 2024	23
Revision of Section 625 – Construction Surveying	October 21, 2024	24
Revision of Section 630 – Construction Zone Traffic Control	October 21, 2024	25-27
Revision of Section 630 – Portable Message Sign Panel	October 21, 2024	28-29
Force Account Items	November 26, 2024	30
Utilities	October 21, 2024	31-38



Colorado Department Of Transportation Special Provisions

SYLVAN LAKE RAOD IMPROVEMENTS – GABLE STREET TO EAGLE RANCH ROAD

CDOT Project No. M345-005



Standard Special Provisions

Name	Date	No. of Pages
Revision of Section 101 – Definitions and Section 106 - Control of Materials	(January 8, 2024)	2
Revision of Sections 101 and 106 – Revision of Sections 101 and 106 - Buy America and Build America, Buy America Requirements - No Federal-Aid or Projects with less than \$500,000 in Federal-Aid Highway Funding	(October 16, 2024)	4
Revision of Section 103 – Colorado Resident Bid Preference	(October 1, 2023)	1
Revision of Section 105 – Control of Work	(October 1, 2023)	1
Revision of Section 105 – Dispute Review Board and Claims for Unresolved Disputes	(October 1, 2023)	9
Revision of Section 105 – E-Signature	(January 8, 2024)	1
Revision of Sections 105, 106, 412, and 601 – PCCP Acceptance and Recycled Concrete Aggregate	(Sept. 30, 2024)	15
Revision of Section 106 – Control of Material	(Sept. 30, 2024)	1
Revision of Section 106 – Country of Origin	(October 1, 2023)	1
Revision of Section 107 – Water Quality Control (Under One Acre of Disturbance)	(October 1, 2023)	9
Revision of Section 207 – Topsoil	(October 1, 2023)	9
Revision of Section 208 – Erosion Control (Under One Acre of Disturbance)	(October 1, 2023)	38
Revision of Section 212 – Soil Amendments, Seeding, and Sodding	(October 1, 2023)	25
Revision of Section 213 – Mulching	(Sept. 30, 2024)	1
Revision of Section 401 – Plant Mix Pavements – General (Subsection 401.17)	(January 8, 2024)	4
Revision of Section 401 – Plant Mix Pavements – General (Subsection 401.10)	(Sept. 30, 2024)	1
Revision of Section 601 – Concrete Acceptance	(April 9, 2024)	4
Revision of Section 601 – Pigment in Concrete	(July 23, 2024)	1
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1
COMMENCEMENT AND COMPLETION OF WORK
(SPECIFIED COMPLETION DATE)

The Contractor shall select the date that work begins for this project. The Contractor shall notify the Engineer, in writing, at least 30 days before the proposed beginning date. The date that work begins shall be subject to the Region Transportation Director's approval. A different date may be authorized in writing by the Chief Engineer in the "Notice to Proceed."

The Contractor shall complete all work by October 4, 2025, per the "Notice to Proceed."

Stockpiling of materials before the beginning date is subject to the Engineer's approval. If such approval is given, stockpiled material will be paid for per Sections 109 and 626.

■ Subsection 108.05 shall include the following:

The Contractor shall complete the following discrete portions of the work (milestones) by the dates specified. A disincentive will be assessed for failure to complete the work for each milestone by the specified completion date.

Milestone No. 1

Completion Date: July 11, 2025

Description: All work within the proposed roadway including removals, proposed curb and gutter, storm drainage system, and concrete work. After Milestone No. 1 the Town of Eagle will complete a mill and overlay within the project limits than the Contractor shall complete the final striping and pavement markings prior to October 4, 2025.

Salient Features to be shown on the CONTRACTOR's progress schedule are:

1. Date of Award
2. Notice to Proceed
3. Mobilization
4. Construction Survey
5. Erosion Control Device Placement
6. Construction Signing
7. Storm Sewer Construction
8. Earthwork
9. Curb and Gutter / Curb Ramp / Median Cover Material Construction
10. Landscaping and Irrigation
11. Asphalt Paving
12. Permanent Signing and Striping
13. Seeding
14. Letter Of Completion
15. Final Inspection
16. Punch List Repairs
17. Letter of Final Acceptance

Upon completion of the work and before the final payment, the construction drawings shall be submitted to the engineer and submitted to the Town in paper, digital .PDF and .DXF formats with the registered professional

2
COMMENCEMENT AND COMPLETION OF WORK
(SPECIFIED COMPLETION DATE)

engineer's stamp and signature verifying that the plans are complete. Digital copies shall be submitted via 2 discs. As-Constructed submittals shall include corrected horizontal and vertical locations of hydrants, manholes and inlets and any other related appurtenance. Additionally, water, reclaimed water, sanitary sewer, and storm sewer profile information shall include correct pipe sizes, slopes, lengths, and material types. In addition, "horizontally corrected" line work of the As-Constructed water, reclaimed water, sanitary sewer, and storm sewer features shall be submitted to the GIS Division in one of the acceptable GIS formats noted above.

END OF SECTION REVISION

1
REVISION OF SECTION 101
DEFINITIONS AND TERMS

Section 101 of the Standard Specifications is hereby revised for this project as follows:

Delete and replace the following definitions in subsection 101.02:

CDOT Resident Engineer. Unless otherwise provided in the Contract, reference to the CDOT Resident Engineer shall refer to the Town of Eagle Town Engineer.

Contract. As defined in the General Conditions of the Contract for Construction.

Contract Modification Order. This term shall be interpreted to mean “Change Order” or “Construction Change Directive” as appropriate, and as defined in the General Conditions of the Contract for Construction.

Contractor. As defined in the General Conditions of the Contract for Construction.

Department. Unless otherwise provided in the Contract, references to the Department shall refer to the Town of Eagle, Colorado.

Engineer. Unless otherwise provided in the Contract, references to the Engineer shall refer to the Town of Eagle representative or designated representative.

Project Engineer. Unless otherwise provided in the Contract, references to the Project Engineer shall refer to the Eagle Town Engineer or designated representative.

Region Transportation Director. Unless otherwise provided in the Contract, reference to the Region Transportation Director shall refer to the Town of Eagle Public Works Director or designated representative.

State. Unless otherwise provided in the Contract, references to the State as the owner shall refer to the Town of Eagle, Colorado.

Work. As defined in the General Conditions of the Contract for Construction.

END OF SECTION REVISION

1
REVISION OF SECTION 108
CRITICAL PATH METHOD SCHEDULE

Section 108 of the Standard Specifications is hereby revised as follows:

Subsection 108.03 shall include the following:

The CONTRACTOR's progress schedule shall be a Critical Path Method Schedule and shall be submitted in Microsoft Project format.

END OF SECTION REVISION

1
REVISION OF SECTION 109
MEASUREMENT AND PAYMENT

Section 109 of the Standard Specifications is hereby revised for this project as follows:

Subsection 109.02 shall include the following:

The TOWN will not pay for defective work and will not pay for repair or additional work required to bring the project to a point of acceptance.

Bid prices shall include all costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment and tools; and performing all labor and supervision to fully complete the Work. All work not specifically set forth as a pay item in the Bid Schedule shall be considered a subsidiary obligation of the CONTRACTOR and all costs in connection therewith shall be included in the prices bid for the various items of work. The Total Bid Price shall be interpreted to cover all Work required by the Contract Documents.

END OF SECTION REVISION

1
REVISION OF SECTION 201
CLEARING AND GRUBBING

Section 201 of the Standard Specifications is hereby revised for this project as follows:

Subsection 201.02 shall include the following:

The CONTRACTOR shall coordinate identification of all clearing and grubbing removals with the ENGINEER prior to commencing clearing and grubbing operations.

Burning of perishable material shall not be allowed.

Subsection 201.04 shall include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Clearing and Grubbing	Lump Sum

END OF SECTION REVISION

1
REVISION OF SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.12 shall include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Removal of Sidewalk	Square Yard
Removal of Concrete Curb & Gutter	Linear Foot
Removal of Curb Ramp	Square Yard
Removal of Concrete Pavement	Square Yard
Removal of Asphalt Mat	Square Yard

All removals shall become the property of the contractor and disposed of, in accordance with governing Town, State and Federal regulations.

END OF SECTION REVISION

1
REVISION OF SECTIONS 206
EXCAVATION AND BACKFILL FOR CULVERTS, PIPES AND RIPRAP

Section 206 of the Standard Specifications is hereby revised for this project as follows:

Subsection 206.07 shall include the following:

Structure Excavation, structure backfill, and unclassified excavation required for all storm sewers, pipe culverts, and pipe culvert extensions/reductions, will not be measured and paid for separately but shall be included in the work. Earthwork for pipes complete in place will not be paid for separately but shall be included in the work and excavated to the required depth and backfilled to finished grade in accordance with M 206-1.

END OF SECTION REVISION

1
REVISION OF SECTION 209
WATERING AND DUST PALLIATIVES

Section 209 of the Standard Specifications is hereby revised for this project as follows:

Subsection 209.05 shall include the following:

The CONTRACTOR shall be responsible for controlling vehicle and equipment speeds within the project site to keep dust to a minimum. If excessive dust is being generated by construction traffic, the CONTRACTOR shall immediately take corrective measures.

In Subsection 209.08, delete paragraph three and replace with the following:

Water required for all work covered under the contract will not be measured and paid for separately but shall be included in the work. The source of this water is the CONTRACTOR's responsibility. Water may not be taken from on-site ditches, creeks, or their tributaries.

END OF SECTION REVISION

1
REVISION OF SECTION 304
AGGREGATE BASE COURSE (CLASS 6)

Section 304 of the Standard Specifications is hereby revised for this project as follows:

Subsection 304.02 shall include the following:

Materials for the base course shall be Aggregate Base Course (Class 6) as shown in subsection 703.03.

The aggregate base course (Class 6) must meet the gradation requirements and have a resistance value of at least **78** when tested by the Hveem Stabilometer method.

Subsection 304.08 shall include the following:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Aggregate Base Course (Class 6)	TON

END OF SECTION REVISION

1
REVISION OF SECTIONS 401 AND 403
HOT MIX ASPHALT (PATCHING) (ASPHALT)

Sections 401 and 403 of the Standard Specifications are hereby revised for this project as follows:

Delete subsection 401.02(a) Mix Design and replace with the following:

For the Hot Mix Asphalt (HMA) to be used on this project, the Contractor shall submit to the Engineer an approved CDOT mix design (Form 43) issued and verified on a CDOT project within the last 36 months. The asphalt cement binder grade shall be PG 58-28 for all layers. PG 58-34, PG 64-28, or PG 76-28 may be substituted for the PG 58-28 at no additional cost to the project. The HMA mix design shall conform to the gradation requirements for Hot Mix Asphalt (Grading SX). The Region Materials Engineer may adjust the target asphalt cement content from the submitted Form 43.

A minimum of one percent hydrated lime by mass (weight) of the combined aggregate shall be added to the aggregate for all hot mix asphalt. The HMA may contain reclaimed asphalt pavement and/or Warm Mix Asphalt per the aforementioned pre-approved CDOT mix design.

Subsection 403.02 shall include the following:

The Contractor shall prepare a quality control plan outlining the steps taken to minimize segregation of HMA. This plan shall be submitted to the Engineer and approved prior to beginning the paving operations. When the Engineer determines that segregation is unacceptable, the paving shall stop and the cause of segregation shall be corrected before paving operations will be allowed to resume.

Acceptance samples shall be taken by the Contractor in accordance with either Method B or C of CP 41, as determined by the Engineer. Sampling shall be coordinated with and witnessed by the Engineer or the Engineer's representative. Samples shall be taken at random locations determined by the Engineer or the Engineer's representative.

Subsection 403.03 shall include the following:

Hot Mix Asphalt (Patching) shall be completed prior to beginning placement of the top asphalt mat.

The total depth of patching shall be a minimum of 6 inches, match the depth of the existing pavement surrounding the patch, or be as shown on the typical sections, whichever is more. The depth placed shall not exceed 3 inches per lift. Use of both a pneumatic tire roller and a steel wheel roller is mandatory, unless otherwise approved by the Engineer. Where the patch width does not allow for use of a roller, lifts below the top may be compacted using other methods approved by the Engineer. For the final lift, the Contractor shall ensure that sufficient material is placed so that the rollers do not bridge over the patch area and that the patch will not retain water. Areas that fail to meet this requirement shall be removed and patched correctly at the expense of the Contractor.

Where milling will not be performed subsequent to patching, the smoothness of the patches shall be checked and corrected in accordance with Section 105.07 (a) (2) of the Standard Special Provisions.

2
REVISION OF SECTIONS 401 AND 403
HOT MIX ASPHALT (PATCHING) (ASPHALT)

Delete Subsection 403.04 and replace with the following:

Hot Mix Asphalt (Patching) (Asphalt) will be measured by the ton for work completed in accordance with the project plans and specifications and accepted by the Engineer. No payment will be made for widths exceeding plan widths completed for the convenience of the Contractor or to match the width of the Contractor's equipment. The Engineer may direct additional width and the Contractor shall complete the work as directed. The tonnage shall be the weight used in the accepted pavement. Deduction will not be made for the weight of asphalt cement in the mixture.

Delete subsection 403.05 and replace with the following:

403.05 The accepted quantities of hot mix asphalt will be paid for in accordance with subsection 401.22, at the contract unit price per ton for the bituminous mixture.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Hot Mix Asphalt (Patching) (Asphalt)	Ton

Aggregate, asphalt cement, emulsified asphalt for tack coat, additives, hydrated lime, and all other work and materials necessary to complete each hot mix asphalt item will not be paid for separately, but shall be included in the unit price bid. Any change to the submitted mix design asphalt cement content to establish production targets for this project will not be measured and paid for separately, but shall be included in the work. No additional compensation will be considered or paid for any additional asphalt cement, plant modifications and additional personnel required to produce the HMA as a result in a change to the mix design asphalt cement content.

Saw cutting, excavation, preparation, and tack coat of areas to be patched will not be measured and paid for separately, but shall be included in the work.

END OF SECTION REVISION

1
REVISION OF SECTION 403
HOT MIX ASPHALT TICKET COLLECTION

Section 403 of the Standard Specifications is hereby revised for this project as follows:

Subsection 403.05 shall include the following:

The Contractor shall collect the scale ticket on each load when it is delivered to the project site, and ensure that the information required in subsection 109.01 is shown on each ticket. The Contractor's ticket collector shall add the placement location to each scale ticket using stationing or mileposts and sign it.

The scale tickets shall be available on site for CDOT personnel to inspect.

Each day the Contractor shall provide to the Engineer envelopes which contain the previous day's signed tickets and the following:

1. On each envelope: Project number, date of paving, type of material, daily total and cumulative total.
2. One of the following:
 - A. Two adding machine tape tabulations of the weight tickets with corresponding totals run and signed by different persons,
 - B. One signed adding machine tape tabulation of the weight tickets that has been checked and signed by a second person,
 - C. Signed check tape of computer scale tickets that have a cumulative total. These scale tickets must be consecutive and without voids adjustments.
3. A listing of any overweight loads on the envelope, including ticket numbers and amount over legal limit.
4. A comparison of the actual yield for each day's placement to the theoretical yield. Theoretical yield shall be based on the actual area paved, the planned thickness, and the actual density of the mixture being placed. Any variance greater than +2.5% shall be indicated on the envelope and a written explanation included.

The Contractor shall provide a vehicle identification sheet that contains the following information for each vehicle:

- (1) Vehicle number
- (2) Length
- (3) Tare weight
- (4) Number of axles
- (5) Distance between extreme axles
- (6) All other information required to determine legal weight.
- (7) Legal weight limit.

END OF SECTION REVISION

1
REVISION OF SECTION 603
STORM DRAIN PIPE

Section 603 of the Standard Specifications is hereby revised for this project as follows:

Subsection 603.02 shall include the following:

The provision in the General Notes for Standard Plan M-603-2, which allows the use of non-reinforced concrete pipe in lieu of reinforced concrete pipe, is deleted.

All storm sewer pipe shall be reinforced concrete pipe in accordance with Section 706.02 and shall be produced as a sulfate-resistant product in accordance with the sulfate exposure class shown on the General Notes sheet of the plans and the requirements of the Standard Special Provision titled “Revision of Section 601 and 701 – Structural Concrete”.

In addition to any deficiencies covered by the applicable AASHTO & ASTM Specifications, concrete pipe, which has any of the following visual defects, will not be accepted:

- A. Porous spots on either the inside or the outside surface of a pipe having an area of more than 10 square inches and a depth of more than 1/2 inch;
- B. Pipe which has been patched to repair porous spots, cracks, or other defects, when such patching was not approved by the ENGINEER;
- C. Exposure of the reinforcement when such exposure would indicate that the reinforcement is misplaced;
- D. Pipe that has been damaged during shipment or handling, even if previously approved before shipment.

Acceptance of the pipe at the point of delivery will not relieve the CONTRACTOR of full responsibility for any defects in material or workmanship of the completed pipeline.

Subsection 603.03 shall be revised to include the following:

The CONTRACTOR shall clean all drainage structures and connecting pipes (including existing appurtenances within project limits) upon completion of the project. Adequate sediment control must be in place prior to cleaning.

Subsection 603.04 shall be revised to include the following:

No open trench for storm sewer, culverts, or other pipeline construction shall be left exposed during non-working hours by the CONTRACTOR.

Any trench excavation that is made in advance of pipe or structure installation shall be utilized by placing pipe and backfilling during the same working shift. If any open trench remains after pipe laying or

2
REVISION OF SECTION 603
STORM DRAIN PIPE

structure construction takes place, the trench shall be backfilled or adequately protected with construction fencing at the CONTRACTOR's expense prior to the time that the CONTRACTOR's work stops and the site is vacated.

The length of trench permitted to be open at any one time may be limited when such limitation is necessary for the safety and convenience of the public. All excavation, trenching, shoring, and stockpiling of excavated materials shall be in strict compliance with the applicable OSHA rules and regulations.

PIPE BEDDING MATERIAL:

1. Bedding material shall be distributed and graded to provide uniform and continuous support beneath the pipe at all points between bell holes or pipe joints. Pipe shall not be supported by the bells.
2. To prevent lateral displacement, granular bedding material shall be deposited and compacted uniformly and simultaneously on each side of the pipe.

GROUND WATER BARRIERS:

1. Ground water barriers shall be designed and constructed in such a manner to prevent passage of water through bedding material for the full depth of the granular bedding material and the full width of the trench.
2. Ground water barriers shall be built according to the details on the construction drawings.

Subsection 603.06 shall include the following:

When plugs are specified on the plans, or when temporary plugs are needed to accommodate construction phasing, they shall be precast concrete or match the pipe material being plugged.

Subsection 603.07 shall include the following:

The CONTRACTOR shall use rubber gasketed joints in all storm sewer pipe work. All joints shall be constructed in such a manner that the alignment and flow line grade of the bottom of the pipe is accurately maintained.

Subsections 603.11 and 603.12 shall include the following:

Additional backfill required over pipes to meet the minimum cover shown on the plans will not be measured and paid for separately but shall be included in the work.

The cost for cleaning all drainage structures and connecting pipes upon completion of the project will not be paid separately but shall be included in the work.

3
REVISION OF SECTION 603
STORM DRAIN PIPE

Installation and removal of plugs (temporary or permanent) will not be paid for separately but shall be included in the work.

In subsection 603.12, the third paragraph shall be deleted and replace with the following:

Structure excavation, structure backfill, structure backfill (flow-fill), bedding, and bed course material for new pipes will not be measured or paid for separately but will be included in the work. Additional backfill required over pipes to meet the minimum cover shown on the plans will not be measured and paid for separately but shall be included in the work.

BASIS OF PAYMENT

Subsection 603.12 shall include the following:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
12 Inch Reinforced Concrete Pipe (Complete in Place)	Linear Foot
24 Inch Reinforced Concrete Pipe (Complete in Place)	Linear Foot

END OF SECTION REVISION

1
REVISION OF SECTION 604
MANHOLES AND INLETS

Section 604 of the Standard Specifications is hereby revised for this project as follows:

Subsection 604.01 shall include the following:

Construction of storm sewer pipes and structures (manholes, inlets, etc.) shall be performed in accordance with applicable CDOT M-Standard Drawings.

Quantities and locations of installation shall be as shown and detailed in the plans. The accepted quantities will be paid for at the contract unit price for the items listed below that appear in the bid schedule and shall include all incidental work necessary for completion of installation.

Subsection 604.02 shall include the following:

All concrete products and construction shall be sulfate-resistant product in accordance with the sulfate exposure class shown on the General Notes sheet of the plans and the requirements of the Standard Special Provision titled “Revision of Section 601 and 701 – Structural Concrete”.

The CONTRACTOR is hereby notified that the structure sizes shown on the plans for all inlets and manholes are based on the use of a cast-in-place structure. Precast structures are allowed for non-special structures, with the provisions provided in Section 604.04. In the event that the CONTRACTOR determines that the use of a precast structure will require an increase in structure size, the cost associated with this size increase will not be paid for but shall be included in the work.

Subsection 604.04(a) shall include the following:

The CONTRACTOR will take the responsibility that all rims match the proposed grades, for both precast and cast-in-place manholes. In the event that field conditions are not as anticipated, required modifications to all precast structures shall be at the CONTRACTOR’s expense.

Subsection 604.04(b) shall include the following:

The interiors of all new sanitary manholes, including the bases, the manhole barrel joints, cone sections and channel walls and inverts shall have a 125 mil 100% Solids High Build Epoxy Liner. System shall meet requirements of ASTM C722, and ASTM D1763, and be 100% solids epoxy resin. The product shall have the following minimum requirements at 28 days:

- Compressive Strength (ASTM D 695) 13,267 psi
- Tensile Strength (ASTM D 638) 6,000 psi
- Flexural Strength (ASTM D 790) 11,000 psi
- Hardness, Shore 0 (ASTM D 2240) 80
- Solid by volume 100%

2
REVISION OF SECTION 604
MANHOLES AND INLETS

The coating shall be S-301 Epoxy Spray System, Product Code 301-14 as produced by Warren Environmental, Inc (PO Box 1206, Carver, MA, 508-947-8534) or approved equal, at the discretion of the ENGINEER. The coating shall be applied per the manufacturer's recommendation and per specifications included in *Revision of Section 604 100% High Build Epoxy Liner*. The exteriors of all new sanitary sewer manholes shall be coated with a bituminous coating in accordance with the details.

Subsection 604.04(c) shall include the following:

Precast inlets are not permitted.

Subsection 604.07 shall include the following:

The use of precast manholes may require an increase in the structure size denoted on the plans. The cost associated with an increase in structure size due to the use of precast structures shall be included in the work.

Marker posts for new manholes shall not be paid for separately but shall be included in the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Manhole Slab Base (5 Foot)	Each
Inlet Type R, L-5, (5' Depth)	Each

END OF SECTION REVISION

1
REVISION OF SECTION 608
CONCRETE SIDEWALKS, BIKEWAYS, AND CURB RAMPS

Section 608 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 608.03(d) and replace with the following:

Finishing. The surface shall be floated with a wooden or magnesium float and given a light transverse broom finish. No plastering of the surface will be permitted. Finishing shall occur only after the disappearance of bleed water. Sprinkling of pigment onto the fresh surface is not permitted.

All outside edges of the slab and all joints shall be edged with a 1/4-inch radius edging tool.

Subsection 608.03(e) shall include the following:

Dummy joints shall be spaced at intervals approximately equal to the width of the sidewalk but not greater than 10 feet.

Subsection 608.03(f) shall include the following:

Concrete shall not be left exposed for more than 1/2 hour between the time finishing is completed and commencement of curing treatment unless approved by the ENGINEER.

The CONTRACTOR shall protect the concrete from the elements and physical damage. All concrete showing any signs of exposure to precipitation, flowing water, freezing, or physical damage shall be removed and replaced at the CONTRACTOR's expense.

Sections of sidewalks, bikeways, and curb ramps that develop random cracking shall be replaced in a satisfactory manner as approved by the ENGINEER.

Subsection 608.06 shall include the following:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Curb Ramp	Square Yard
Concrete Sidewalk (6")	Square Yard

Subsection 608.06, third paragraph, shall be deleted and replaced with the following:

Cast iron Detectable Warning Surface (DWS) and bed course material will not be measured and paid for separately but shall be included in the work.

END OF SECTION REVISION

1
REVISION OF SECTION 614
RECTANGULAR RAPID-FLASHING BEACON

Section 614 of the Standard Specifications is hereby revised for this project to include the following:

METHOD OF MEASUREMENT

The Rectangular Rapid-Flashing Beacon assembly will be measured by the actual number that are installed and accepted. No additional compensation will be paid for bi-directional assemblies installed on the project.

BASIS OF PAYMENT

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Rectangular Rapid-Flashing Beacon	Each

Payment will be full compensation for all work, materials and equipment required to install a fully operational Rectangular Rapid-Flashing Beacon in accordance with the plans and these specifications.

END OF SECTION REVISION

1
REVISION OF SECTION 625
CONSTRUCTION SURVEYING

Section 625 of the Standard Specifications is hereby revised for this project as follows:

Subsection 625.03 shall include the following:

The horizontal and vertical control for this project has been established as shown on the plans. All available information defining the extent of that control is provided on the plans, or is available from the ENGINEER. Construction Surveying shall be performed by a Professional Land Surveyor licensed in the State of Colorado.

The project AutoCAD files will be made available to the CONTRACTOR, under the requirement that the CONTRACTOR sign a release indemnifying the TOWN and the Design Consultant from any liability incurred by the use of the electronic files.

The CONTRACTOR shall provide all necessary construction staking for work being performed by the utility owners to resolve conflicts with the proposed improvements.

Subsection 625.13 shall include the following:

Utility staking will not be paid for separately but shall be included in the lump sum price bid for Construction Surveying. This includes location for any utility relocations due to conflicts with proposed improvements.

In Subsection 625.13, delete the last paragraph and replace with the following:

Traffic control for construction surveying and utility construction surveying will not be measured and paid for separately but will be included in the work.

Subsection 625.13 shall include the following:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Construction Surveying	Lump Sum

END OF SECTION REVISION

1
REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL

The key elements of the Contractor's method of handling traffic (MHT) are outlined in subsection 630.10(a).

The components of the TCP for this project are included in the following:

- (1) Subsection 104.04 and Section 630 of the specifications.
- (2) Standard Plan S-630-1, Traffic Controls for Highway Construction and Standard Plan S-630-2.
- (3) Schedule of Construction Traffic Control Devices.
- (4) Signing Plans.
- (5) Construction phasing details.
- (6) Detour Details, if applicable.

Unless otherwise approved by the Engineer, the Contractor's equipment shall follow normal and legal traffic movements. The Contractor's ingress and egress of the work area shall be accomplished with as little disruption to traffic as possible. Traffic control devices shall be removed by picking up the devices in a reverse sequence to that used for installation. This may require moving backwards through the work zone. When located behind barrier or at other locations shown on approved traffic control plans, equipment may operate in a direction opposite to adjacent traffic.

If applicable, the Town may have entered into operating agreements with one or more law enforcement organizations for cooperative activities. Under such agreements, at the sole discretion of the Town, law enforcement personnel may enter the work zone for enforcement purposes and may participate in the Contractor's traffic control activities. The responsibility under the Contract for all traffic control resides with the Contractor and any such participation by law enforcement personnel in Contractor traffic control activities will be referenced in either the Special Provisions or General Notes of the plans depending on whether the Contractor is to hire local law enforcement or if the Town is contracting with a local law enforcement organization for uniformed traffic control. Nothing in this Contract is intended to create an entitlement, on the part of the Contractor, to the services or participation of the law enforcement organization.

Special Traffic Control Plan requirements for this project are as follows:

- A) During the construction of this project, traffic shall use the present traveled roadway unless identified on the plans or approved by the Engineer.
- B) The Contractor shall not have construction equipment or materials in the lanes open to traffic at any time, unless approved by the Engineer.
- C) During the resurfacing work, no lanes of traffic may be closed at any time, unless approved by the Engineer.
- D) The Contractor shall not perform any work requiring lane closure on the roadway during morning peak period of traffic between the hours of 7:30 a.m. and 8 a.m. or as directed.
- E) At least one week prior to starting construction, the Contractor shall notify the Engineer of the date the Contractor intends to start construction.
- F) All costs incidental to the foregoing requirements shall be included in the original contract prices for the project.

2
REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL

Section 630 of the Standard Specifications is hereby revised for this project as follows:

Subsection 630.09 shall include the following:

All construction signing shall be in conformance with the Manual of Uniform Traffic Control Devices (MUTCD) and be installed in accordance with CDOT Standard Drawing S-630-1. Traffic control devices and barricades must be kept clean and in good working order at all times. All flaggers and traffic control supervisors shall be certified per Specifications 630.10 and 630.13.

All advanced construction signing shall be installed prior to any construction activity and remain in place for all phases of construction. Road Work advance sequence signs shall be reset as required to match current locations of initial traffic control devices.

Traffic lanes through construction areas shall be maintained with a clear width of at least 11 feet per lane. Pavement marking paint shall be used for temporary pavement marking. Temporary pavement markings shall be in full conformance with the project traffic control plans. Temporary pavement markings shall be in place prior to opening the roadway to traffic. Prior to the start of a subsequent phase, pavement markings from the previous phase shall be removed if they conflict with markings required by the subsequent phase. CONTRACTOR shall replace faded markings during individual phases as directed by the ENGINEER.

Removal of pavement markings shall be accomplished by heat application (temporary stripes) or grinding as necessary during construction. Painting existing markings black as a means of obliteration shall not be approved.

Concrete barrier (temporary) deployed during construction shall be tapered such that uncovered end sections are outside the clear zone in accordance with the AASHTO “Roadside Design Guide.” If it is not possible to deploy barrier such that clear zone requirements are met, CONTRACTOR shall provide temporary impact attenuators to cover all exposed barrier ends.

During non-construction periods (evenings, weekends, holidays, etc.), all work shall be adequately protected to ensure the safety of vehicular and pedestrian traffic. All excavated areas must be securely enclosed with construction fencing (plastic) or other material meeting the approval of the ENGINEER.

The CONTRACTOR shall provide all traffic control necessary for utility companies to perform the work for which they are responsible, as listed in the “Utilities” section. The CONTRACTOR shall coordinate with the utility companies so they can perform their required work during the appropriate phase of construction prior to paving operations.

Work within the roadway that interferes with traffic shall be performed between the hours of 7 a.m. and 7 p.m. Monday through Friday, Saturday 7am to 5pm, no Saturday work unless approved by Town ENGINEER. Work outside of the roadway will be allowed between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday. No Sunday work will be allowed.

Work that interferes with traffic will not be permitted during any of the following times: 1) on any day of a 3 or 4 day holiday weekend; or 2) after 12:00 noon on the day preceding such holiday weekend unless approved by the ENGINEER. Holidays on which this restriction applies include all banking holidays

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REVISION OF SECTION 630
CONSTRUCTION ZONE TRAFFIC CONTROL

observed in Colorado. Also included are the days before Christmas and New Year's Day whenever the day before either holiday occurs on a Thursday, Friday or Monday; and Fridays whenever Friday is the day after Christmas, New Year's Day, or Thanksgiving Day.

Traffic shall be carried on paved surfaces at all times except as otherwise provided in the Contract or approved by the ENGINEER.

The CONTRACTOR shall cooperate fully with the ENGINEER and others in the handling of traffic. All lane closures shall be subject to the approval of the ENGINEER. The CONTRACTOR shall inform the ENGINEER of his intent to close any lane at least 24 hours prior to closing the lane. Lane closures will not be allowed to remain in perpetuity during a given work shift unless utilized continuously for the purpose for which they were setup.

The CONTRACTOR shall not be permitted to have construction equipment or materials in the lanes open to traffic at any time, unless directed. All personal/employee vehicle and construction equipment parking is prohibited when it conflicts with safety, access, or the flow of vehicular, bicycle or pedestrian traffic.

The CONTRACTOR and subcontractors shall equip their construction vehicles with flashing amber lights visible from all directions.

The CONTRACTOR shall install construction traffic control devices in locations where they do not block or impede other existing traffic control devices, or sidewalks or pedestrians, disabled persons or bicyclists.

Subsection 630.10 shall include the following after the first paragraph:

The CONTRACTOR's Superintendent and all others serving in a similar supervisory capacity shall have completed a CDOT-approved two-day Traffic Control Supervisor training as offered by the CCA. The one-day ATSSA Traffic Control Technician (TCT) training along with the two-day ATSSA Traffic Control Supervisor training will serve as an alternate. If the alternate is chosen, the CONTRACTOR shall provide written evidence that a score of at least 80 percent was achieved in both of the two training classes. The certifications of completion or certifications of achievement for all appropriate staff shall be submitted to the ENGINEER at the preconstruction conference.

BASIS OF PAYMENT

All work associated with traffic control shall be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Traffic Control	Lump Sum

END OF SECTION REVISION

1
REVISION OF SECTION 630
PORTABLE MESSAGE SIGN PANEL

Revise Section 630 of the Standard Specifications for this project as follows:

Subsection 630.01 shall include the following:

This work includes furnishing, operating, and maintaining a portable message sign panel.

Add subsection 630.031 immediately following subsection 630.03 as follows:

630.031 Portable Message Sign Panel. Portable message sign panel shall be furnished as a device fully self-contained on a portable trailer, capable of being licensed for normal highway travel, and shall include leveling and stabilization jacks. The panel shall display a minimum of three - eight character lines. The panel shall be a dot-matrix type with an LED legend on a flat black background. LED signs shall have a pre-default message that activates before a power failure. The sign shall be solar powered with independent back-up battery power. The sign shall be capable of 360 degrees rotation and shall be able to be elevated to a height of at least five feet above the ground measured at the bottom of the sign. The sign shall be visible from one-half mile under both day and night conditions. The message shall be legible from a minimum of 750 feet. The sign shall automatically adjust its light source to meet the legibility requirements during the hours of darkness. The sign enclosure shall be weather tight and provide a clear polycarbonate front cover.

Solar powered message signs shall be capable of operating continuously for 10 days without any sun. All instrumentation and controls shall be contained in a lockable enclosure. The sign shall be capable of changing and displaying sign messages and other sign features such as flash rates, moving arrows, etc.

Each sign shall also conform to the following:

- 1) In addition to the onboard solar power operation with battery back-up, each sign shall be capable of operating on a hard wire, 100-110 VAC, external power source.
- 2) All electrical wiring, including connectors and switch controls necessary to enable all required sign functions shall be provided with each sign.
- 3) Each sign shall be furnished with an operating and parts manual, wiring diagrams, and trouble-shooting guide.
- 4) The portable message sign shall be capable of maintaining all required operations under Colorado mountain-winter weather conditions.
- 5) Each sign shall be furnished with an attached license plate and mounting bracket.
- 6) Each sign shall be wired with a 7-prong male electric plug for the brake light wiring system.

Subsection 630.13 shall be revised to include the following:

The portable message sign panel shall be on the project site at least 7 day before the start of active roadway construction. Maintenance, storage, operation, relocation to different sites during the project, and all repairs of portable message sign panels shall be the responsibility of the Contractor.

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REVISION OF SECTION 630
PORTABLE MESSAGE SIGN PANEL

Subsection 630.18 shall be revised to include the following:

Portable message sign panels will be measured one of the two following ways:

- 1) By the actual number of days each portable message sign is used on the project as approved by the Engineer.
- 2) By the maximum number of approved units in use on the project at any one time.

Subsection 630.19 shall be revised to include the following:

Pay Item
Traffic Control

Pay Unit
Lump Sum

END OF SECTION REVISION

1
FORCE ACCOUNT ITEMS

DESCRIPTION:

This special provision contains the Town's estimate for force account items included in the Contract. The estimated amounts marked with an asterisk will be added to the total bid to determine the amount of the performance and payment bonds. Force Account work shall be performed as directed by the Engineer.

BASIS OF PAYMENT:

Payment will be made in accordance with subsection 109.04. Payment will constitute full compensation for all work necessary to complete the item.

Force account work valued at \$5,000 or less, that must be performed by a licensed journeyman in order to comply with federal, state, or local codes, may be paid for after receipt of an itemized statement endorsed by the Contractor.

<u>Force Account Item</u>	<u>Quantity</u>	<u>Estimated Amount</u>
F/A Minor Contract Revisions	F.A.	\$25,000*

*The Contractor shall include this amount in the bid bond.

F/A Minor Contract Revisions - This work consists of minor work authorized and approved by the Town which is not included in the contract plans or specifications and which is necessary to accomplish the scope of work of this contract.

END OF SECTION REVISION

1
UTILITIES

The known utilities within the limits of this project are:

UTILITY	CONTACT/EMAIL	PHONE
Town of Eagle – Water Transmission & Distribution, Sanitary Sewer, and Storm Sewer 1050 Chambers Avenue Eagle, CO 81631	Town of Eagle - Public Works & Utilities Department	970-328-6678
Century Link 921 Grand Avenue Glenwood Springs, CO 81601		800-603-6000
Comcast Service Center 281 Metcalf Road, Unit 110, Avon, CO 81620	Kip West Kip_West@cable.comcast.com	720-281-8488
Holy Cross Energy – Electric Distribution 132 Buckhorn Valley Boulevard Gypsum, CO 81637	Northern Engineering District (Eagle River Valley)	970-393-5300
Black Hills Energy – Natural Gas 96 CO Road 160 Glenwood Springs, CO 81601		888-890-5554

The work described in these plans and specifications requires full cooperation between the CONTRACTOR and the utility owners in accordance with Subsection 105.10 in conducting their respective operations, to complete the utility work with minimum delay to the project.

In accordance with C.R.S. 9-1.5-101 et seq. (Excavation Requirements), the plans will certify in the Project plans and Specifications what Quality Level (QL) existing known utilities were depicted pursuant to the Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data as developed by the American Society of Civil Engineers (ASCE) CI/ASCE 38 or an analogous successor.

The Contractor shall not be relieved of its responsibility to comply with the requirements set forth therein and shall not rely solely on the Contract Document plans and specifications when completing its work with respect to existing buried utilities. The Contract will indicate those utility items which are to be relocated or adjusted by the utility owner or which are to be relocated by the Contractor. The Contractor shall consider in the bid proposal, all permanent and temporary utility facilities in their present or relocated positions as shown in the Contract as revealed by site investigation.

Utility delays due to changes which are the responsibility of the Contractor will be considered nonexcusable delays. Utility delays beyond the Contractor's control and not due to the fault or negligence of the Contractor shall be documented by the Contractor and tied to the project's critical path schedule to demonstrate a timeline of events leading up to the utility's failure to perform and subsequent delay to the

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UTILITIES

project. This information will be used in determining whether the delay is compensable or non-compensable pursuant to 108.08.

The Contractor and the Engineer shall meet with all the utility owners at least forty-five (45) days in advance of any construction operations and as often as necessary to coordinate and schedule relocations or adjustments. Coordination with utility owners includes, but is not limited to, providing, and periodically updating, an accurate construction schedule that includes all utility work elements. Additional compensation will not be allowed for foreseeable coordination, inconvenience, or damage sustained due to interference from the utility facility or the removal or relocation operations as indicated in the Contract. Delays shall be dealt with under subsection 108.08. Surveying and/or staking of utility relocations or adjustments to be performed by the owner shall be the responsibility of the owner.

A pre-construction field review shall be completed before starting any construction work. The Contractor shall conduct utility coordination meetings a minimum of weekly to coordinate construction activities with the utility owners. The frequency of the utility coordination meetings may be revised with the prior written consent of the Town Engineer. The discussion shall include an emergency plan if a utility facility is damaged during construction or if a utility strike occurs including emergency contact information from each provider. Meeting minutes of each contractor-led utility coordination meeting shall be provided to the Town Engineer.

The Contractor shall provide traffic control for any utility work expected to be coordinated with construction operations as directed by the Engineer. However, traffic control for utility work outside of typical project work hours or outside of project limits shall be the responsibility of the utility owner. The Contractor shall be compensated for traffic control as per the bid items for traffic control as established on this project if the utility work is performed outside of typical project work hours or outside of the project limits.

If a utility owner is not specifically shown below, it is because there are no known conflicts with their facilities. However, the contractor shall be responsible for requesting locates and protecting all existing utilities from damage due to the contractor's operations.

The Contractor shall keep each utility owner advised of any work being done to its facility so that each utility owner can coordinate its inspections for final acceptance of the work with the Engineer. The contractor shall provide written notice to each utility owner, with a copy to the Engineer and the Regional Utility Engineering Manager, immediately prior to each utility work element expected to be coordinated with construction and shall allow the expected number of working days for utilities to complete the necessary work. The number of day's prior notice is noted for each utility owner.

There are possible utility conflicts within the project limits. The Contractor is responsible for protecting all utility facilities within the project limits from damage due to the Contractor's operations. The Contractor shall be responsible for verifying the location and depth of all existing utility lines prior to commencing excavations in the close proximity of any utility line.

If pothole information identifies a conflict, then notification to the utility owner will be required in a timely manner to allow said utility owner the ability to adjust or relocate the facility. Based upon these locates, improvements may need to be adjusted as directed by the Engineer to avoid a utility. Hand digging may be required.

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UTILITIES

PART 1 – THE CONTRACTOR SHALL PERFORM THE WORK LISTED BELOW:

Coordinate project construction with the elements to be performed by the utility owner. Work required of each utility owner is listed in Part 2 below. Perform preparatory work specified in Part 2 in advance of required utility work. Provide an accurate construction schedule that includes all utility work elements, to the owner of each impacted utility. Provide each utility owner with periodic updates to the schedule. Conduct necessary utility coordination meetings, and provide other necessary accommodations as directed by the ENGINEER. Notify each utility owner in writing, with a copy to the ENGINEER, prior to the time each utility work task is to be performed by the utility owner. Provide the advanced notice as specified in Part 2 immediately prior to beginning the required utility work.

For All Utility Owners

The CONTRACTOR shall be responsible for protecting all utilities during construction and for coordinating with the appropriate utility company for any utility crossings required. Repair of damaged utilities shall be at the CONTRACTOR'S expense, including but not limited to unknown underground utilities.

The CONTRACTOR shall provide each utility owner providing work with their own forces with the construction schedule as soon as one becomes available. Further notice requirements are listed below.

The CONTRACTOR shall provide traffic control for any utility work expected to be coordinated with construction, as directed by the ENGINEER. However, traffic control for utility work outside of the CONTRACTOR's project work hours or prior to the CONTRACTOR mobilizing on the project shall be the responsibility of the utility owner. Traffic control for utility work within project work hours will not be paid for separately but shall be included in the lump sum price bid for Construction Zone Traffic Control. Additional traffic control required for utility work outside the project work hours will not be paid for separately but will be paid for by the utility performing the work as part of their lump sum price bid for the work.

The CONTRACTOR shall provide all necessary construction staking for work being performed by the utility owners during the calendar duration of the CONTRACTOR's work. Utility staking will not be paid for separately but shall be included in the lump sum price bid for Construction Surveying.

Coordinate with relevant utility companies to resolve any other utility conflicts not listed herein that are discovered during construction of the project.

The CONTRACTOR will be required to provide written notice to each utility company, with a copy to the ENGINEER, immediately prior to any utility work necessary to be coordinated with construction. The number of calendar days of prior notice is noted for each company.

Coordinate work listed above as "to be performed by [utility owner]" with that entity.

For: Century Link (Telephone)

Adjustment of any impacted manholes or valve boxes, as identified on Demolition sheets.

For: Comcast (Cable)

Adjustment of any impacted manholes or valve boxes, as identified on Demolition sheets.

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UTILITIES

For: Holy Cross Energy (Electric)

Adjustment of any impacted manholes or valve boxes, as identified on Demolition sheets.

For: Black Hills Energy (Gas)

Adjustment of any impacted manholes or valve boxes, as identified on Demolition sheets.

For: Town of Eagle (Traffic Signal Fiber Optic)

Adjustment of any impacted manholes or valve boxes, as identified on Demolition sheets.

For: Town of Eagle (Water)

Adjustment of any impacted manholes or valve boxes, as identified on Demolition sheets.

For: Town of Eagle (Sanitary Sewer)

Adjustment of any impacted manholes or valve boxes, as identified on Demolition sheets.

PART 2 - THE UTILITY OWNERS OR THEIR AGENTS SHALL PERFORM THE WORK LISTED BELOW:

Although the CONTRACTOR shall provide traffic control for utility work expected to be coordinated with construction, traffic control for utility work outside of typical project work hours shall be the responsibility of the utility owner. The utility owner shall prepare and submit a Method of Handling Traffic to the ENGINEER for utility work to be performed outside typical project work hours. The utility owner shall obtain acceptance of the method of handling traffic from the ENGINEER prior to beginning the utility work to be performed outside typical project work hours.

Century Link Communications (Telephone and Fiber Optic)

Representative requires two (2) weeks notification to begin relocation of facilities, unless otherwise noted below.

Coordinate all work being done by utility company forces or their subcontractors with the CONTRACTOR, including the CONTRACTOR's traffic control supervisor and traffic control plan. Utility company is reminded that the CONTRACTOR will provide traffic control for all project-related utility work being performed in the project area when such work is performed within the calendar duration and work hours of the CONTRACTOR's work.

Coordinate all work with other utility companies as necessary.

Surface-mounted equipment shall be located at least 2 feet from the back of sidewalk and outside intersection sight triangles. Coordinate exact locations in the field during construction with the ENGINEER. Relocate related telephone and fiber optic lines as necessary.

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UTILITIES

Comcast (Cable)

Representative requires two (2) weeks notification to begin relocation of facilities, unless otherwise noted below.

Any weather delays will constitute an extension period equal to the time Comcast could not work.

Coordinate all work being done by utility company forces or their subcontractors with the CONTRACTOR, including the CONTRACTOR's traffic control supervisor and traffic control plan. Utility company is reminded that the CONTRACTOR will provide traffic control for all project-related utility work being performed in the project area when such work is performed within the calendar duration and work hours of the CONTRACTOR's work.

Coordinate all work with Xcel Energy and other utility companies as necessary.

Surface-mounted equipment shall be located at least 22 feet from the edge of the new roadway pavement, and outside intersection sight triangles. Coordinate exact locations in the field during construction with the ENGINEER. Relocate related CATV lines as necessary.

Xcel Energy (Electric)

Representative requires two (2) weeks notification to begin relocation of facilities, unless otherwise noted below.

Coordinate all work being done by utility company forces or their subcontractors with the CONTRACTOR, including the CONTRACTOR's traffic control supervisor and traffic control plan. Utility company is reminded that the CONTRACTOR will provide traffic control for all project-related utility work being performed in the project area when such work is performed within the calendar duration and work hours of the CONTRACTOR's work.

Coordinate all work with other utility companies as necessary.

Compaction of electric line trenches in Open Space areas outside future pavements will be performed to 95% of maximum standard proctor dry density in accordance with AASHTO T-99 / ASTM D-698. Trenches in areas where future pavements will be placed shall be compacted as follows:

- Cohesive soils: 95% of maximum standard proctor dry density in accordance with AASHTO T-99 / ASTM D-698.
- Granular soils: 95% of maximum modified proctor dry density in accordance with AASHTO T-180 / ASTM D-1557.

Surface-mounted equipment shall be located at least 2 feet from the back of sidewalk and outside intersection sight triangles. Coordinate exact locations in the field during construction with the ENGINEER. Relocate related electric and gas lines as necessary.

Adjust existing junction box and electric line along Sylvan Lake Road as shown on Removals, Resets, and Adjustments Plans.

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UTILITIES

Provide power source for new streetlights that will be installed along the entire project.

Xcel Energy (Lighting)

Contractor is responsible for materials and installation of all permanent street lighting required along the project.

Coordinate all work being done by utility company forces or their subcontractors with the CONTRACTOR, including the CONTRACTOR's traffic control supervisor and traffic control plan. Utility company is reminded that the CONTRACTOR will provide traffic control for all project-related utility work being performed in the project area when such work is performed within the calendar duration and work hours of the CONTRACTOR's work.

Coordinate all work with other utility companies as necessary.

Xcel Energy (Gas)

Representative requires two (2) weeks notification to begin relocation of facilities, unless otherwise noted below.

Coordinate all work being done by utility company forces or their subcontractors with the CONTRACTOR, including the CONTRACTOR's traffic control supervisor and traffic control plan. Utility company is reminded that the CONTRACTOR will provide traffic control for all project-related utility work being performed in the project area when such work is performed within the calendar duration and work hours of the CONTRACTOR's work.

Coordinate all work with other utility companies as necessary.

Compaction of gas line trenches in Open Space areas outside future pavements will be performed to 95% of maximum standard proctor dry density in accordance with AASHTO T-99 / ASTM D-698. Trenches in areas where future pavements will be placed shall be compacted as follows:

- Cohesive soils: 95% of maximum standard proctor dry density in accordance with AASHTO T-99 / ASTM D-698.
- Granular soils: 95% of maximum modified proctor dry density in accordance with AASHTO T-180 / ASTM D-1557.

Surface-mounted equipment shall be located at least 2 feet from the back of sidewalk and outside intersection sight triangles. Coordinate exact locations in the field during construction with the ENGINEER. Relocate related electric and gas lines as necessary.

Town of Eagle (Water)

Inspect all required work as itemized in the Tabulation of Removals, Resets, and Adjustments, the Tabulation of Waterline, the Waterline Plan and Profiles, and details.

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UTILITIES

Town of Eagle (Sanitary Sewer)

Inspect all required work as itemized in the Tabulation of Removals, Resets, and Adjustments, the Tabulation of Sanitary Sewer, and the Sanitary Sewer Plan, Profile, and Details in the plans.

In Subsection 105.10 of the Standard Specifications, delete the first paragraph and replace with the following:

The CONTRACTOR shall comply with Article 1.5 of Title 9, CRS (“Excavation Requirements”) when excavation or grading is planned in the area of underground utility facilities. The CONTRACTOR shall notify all affected utilities at least two (2) business days prior to commencing such operations. The CONTRACTOR shall contact the Utility Notification Center of Colorado (UNCC) to have locations of UNCC registered lines marked by member companies (1-800-922-1987). All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavation or grading.

The location of utility facilities, as shown on the plans and as herein described, were obtained from the best available information at the time of plan preparation and shall not be construed to represent the exact location, size, or type of any and all existing utilities in the project area. It shall be the CONTRACTOR’s responsibility to determine the exact location of utilities that may interfere with construction of this project by exploratory excavation sufficiently in advance of beginning construction in an area so that potential conflicts may be resolved. Cost for exploratory excavation shall be paid for as "potholing", when a pay item of that name is included in the Contract. Use of the term "potholing" shall not be construed to imply any particular means of exploratory excavation. All necessary means required to positively identify utilities in question shall be used. When no such pay item is included in the Contract, costs for exploratory excavation shall be included in the work. Payment for “potholing” will be as determined by the ENGINEER.

The CONTRACTOR shall provide two (2) weeks advance notice (or more if specified elsewhere in the Contract Documents) to the utility companies prior to commencing any work affecting said utility(s). Work involving changes in, or interference with, utility service shall be done at such times and in such manner that it will cause the least interference with the proper handling and delivery of the utility service to the receiving customers. The CONTRACTOR shall notify all parties that will be affected 24 hours prior to the time sewer or water service is disconnected or interrupted. All services so disconnected, interrupted, or damaged shall be immediately repaired and restored to service. Repair work shall be continuous until the service is restored. No service shall be left inoperative overnight.

When work is being performed in the vicinity of utilities, the CONTRACTOR shall take appropriate measures to provide for the protection of the utility.

Should the CONTRACTOR desire to have any rearrangement made in any utility facility for his convenience in order to facilitate his construction operations, he shall make whatever arrangements are necessary with the owners of such utility for such rearrangement and bear all expenses in connection therewith.

Due to utility relocation operations that may have occurred after preparation of the plans, attention is directed to the possible existence of underground facilities not known to the TOWN or in a location different from that which is indicated on the plans or in the special provisions. The CONTRACTOR shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such

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UTILITIES

facilities or interfere with their service. If the CONTRACTOR discovers underground facilities not indicated on the plans or in the special provisions, he shall immediately give the ENGINEER and the utility owner written notification of the existence of such facilities and coordinate the rearrangement of the facility as provided above.

In Subsection 105.10, delete paragraph three and replace with the following:

The Contract Documents will indicate those utility facilities which are to be located, relocated, or adjusted by the utility owner or which are to be located, relocated, or adjusted by the CONTRACTOR. The CONTRACTOR shall consider in the bid proposal all of the permanent and temporary utility facilities in their present or relocated positions as shown in the Contract Documents and as revealed by site investigation. The CONTRACTOR shall meet with the utility owners as often as necessary to coordinate and schedule relocations or adjustments. It is understood and agreed that any locations, relocation, or adjustments of the utility facilities will be underway during construction of this project; and the CONTRACTOR shall not make a claim for delay or additional compensation due to any location, relocation, or adjustment of the utility facilities.

Any questions regarding utilities should be directed to the individual utility. Contacts are listed in the plans.

The CONTRACTOR shall keep the utilities advised of any work being done to their facilities, so that the utility company can coordinate their inspections for final acceptance of the work with the ENGINEER.

All costs incidental to the foregoing requirements shall not be paid for separately but shall be included in the work. Full compensation for compliance and cooperation, as required by this section, shall be considered to be included in the unit prices paid for various Contract items of work and no additional compensation will be allowed.

END OF SECTION REVISION

Revision Of Sections
101 - Definitions
106 - Control of Materials

Revise Section 101 of the Standard Specifications as follows:

Delete and replace the following definitions in subsection 101.02:

Subcontractor. An individual, firm, corporation, or other legal entity at any tier to whom the Contractor sublets part of the Contract. A subcontractor shall include an individual, firm, corporation, or other legal entity who meets one or both of the following criteria:

- (a) Establishes a fabricating process or facility exclusively for the use of the Project, whether on or off the site of work per 29 CFR 5.2 Site of Work (1)(i)(ii)(iii).
- (b) Performs work that is incorporated within the Project limits.

Supplier: An individual, firm, or corporation who meets all of the following criteria:

- (a) Sells manufactured materials as a broker, distributor, dealer, manufacturer, or wholesaler who may or may not deliver the materials to the site of work.
- (b) The manufacturing of the materials, articles, supplies, or equipment used for the contract that is being supplied shall come from a facility or facilities that:
 - (1) Is not located on, nor does itself constitute, the project or contract's primary construction site or secondary construction site as defined in 29 CFR 5.2; and
 - (2) Either was established before opening of bids on the contract, or is not dedicated exclusively, or nearly so, to the performance of the contract.
- (c) The supplier's only obligations for activity on the contract is the delivery of materials, articles, supplies, or equipment, which may include pickup of the same in addition to, but not exclusive of, delivery, and which may also include activities incidental to such delivery and pickup, such as loading, unloading, or waiting for materials to be loaded or unloaded; and
- (d) If an entity, in addition to being engaged in the activities specified in paragraph (c) of this definition, also engages in other construction, prosecution, completion, or repair on the site of the work, then this entity is not a supplier but a contractor.

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Revision Of Sections
101 - Definitions
106 - Control of Materials

Revise Section 106 of the Standard Specifications as follows:

Delete and replace subsection 106.01 with the following:

106.01 Source of Supply and Quality Requirements. All materials used shall meet all quality requirements of the Contract. The Contractor shall comply with the requirements of the special notice to contractors contained in the Department's Field Materials Manual, including notifying the Engineer of the proposed sources of materials at least two weeks before delivery.

When alternative materials are permitted for an item in the Contract, the Contractor shall state at the Pre-construction Conference the material that will be furnished for that item.

Reference in the Contract to a particular product or to the product of a specific manufacturer, followed by the phrase "or approved equal", is intended only to establish a standard of quality, durability, and design, and shall not be construed as limiting competition. Products of other manufacturers will be acceptable provided such products are equal to that specified.

All rental equipment companies and all entities who meet the Supplier definition, as outlined in 101.02, in which the written agreement exceeds \$10,000, shall have the following requirements for the Contract:

- (a) Rental equipment companies and Suppliers shall create an account in the B2GNow software system.
- (b) The Contractor shall submit a completed Form 1425 in the B2GNow software system at such time that the \$10,000 amount is known to be exceeded and/or before the following occurs on the Contract:
 - the Supplier's upper tier begins work, or
 - rental equipment is being used, or
 - incorporating materials into the Contract

Failure to comply with the requirements of this subsection shall be grounds for withholding of progress payments.

Revision of Sections 101 and 106

Buy America and Build America, Buy America Requirements - No Federal-Aid or Projects with Less than \$500,000 in Federal-Aid Highway Funding

Sections 101 and 106 of the Standard Specifications shall be revised as follows:

Add the following to Subsection 101.02 **Definitions**:

Build America, Buy America (BABA) Requirements: Division G, title IX, subtitle A, parts I-II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58) and 2 CFR Parts 184 and 200. The “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, requires that all construction materials and manufactured products incorporated into the project are produced in the United States.

Buy America (BA) Requirements: FHWA Buy America statutory provisions are in 23 U.S.C.313 and the regulatory provisions are in 23 CFR 635.410, which requires that all of the steel and iron incorporated into the project is produced in the United States. For other policy and guidance links, see the FHWA Construction Program Guide.

Buy America Preferences for Infrastructure Projects: Requirements for federal-aid funded highway projects as outlined and encompassed in 2 CFR Part 184.

Component: An article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: (i) a manufactured product; or, where applicable, (ii) an iron or steel product.

Construction Material: Includes an article, material, or supply that consist of only one of the following items listed means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2). To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- i. Non-ferrous metals;
- ii. Plastic and polymer-based products (including polyvinylchloride [PVC], composite building materials, and polymers used in fiber optic cables);
- iii. Glass (including optic glass);
- iv. Fiber optic cable (including drop cable);
- v. Optical fiber;
- vi. Lumber;
- vii. Engineered wood; and
- viii. Drywall.

Revision of Sections 101 and 106

Buy America and Build America, Buy America Requirements - No Federal-Aid or Projects with Less than \$500,000 in Federal-Aid Highway Funding

- (2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

Cost of Components for Manufactured Products: In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

- (i) or components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued);
- (ii) or components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (i) of this section, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Infrastructure Project: Includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Iron or Steel Product: Articles, materials, or supplies that consists wholly or predominantly of iron or steel or a combination of both. Typical iron and steel products subject to Buy America preferences include, but is not limited to, structural and reinforcing steel incorporated into pavements, bridges, and buildings (such as maintenance facilities); steel rail; and other equipment.

Manufactured Product:

- (1) Articles, materials, or supplies that have been:
 - i. Processed into a specific form and shape; or
 - ii. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

Revision of Sections 101 and 106

Buy America and Build America, Buy America Requirements - No Federal-Aid or Projects with Less than \$500,000 in Federal-Aid Highway Funding

- (2) If an item is classified as an iron or steel product, a construction material, or a section 70917© material under the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917© materials.

Manufacturer: The entity that performs the final manufacturing process that produces a manufactured product.

Predominantly of iron or steel or a combination of both: Means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

Produced in the United States:

- (1) Steel or Iron Products: All manufacturing processes, from the initial melting/smelting stage through the application of coatings, occurred in the United States.
- (2) Manufactured Products:
- i. The product was manufactured in the United States; and
 - ii. The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product.
- (3) Construction materials: All manufacturing processes for the construction material occurred in the United States per 106.11(f) of this specification.

Section 70917(c) Materials: Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See section 70917(c) of the Build America, Buy America Act.

Revision of Sections 101 and 106

Buy America and Build America, Buy America Requirements - No Federal-Aid or Projects with Less than \$500,000 in Federal-Aid Highway Funding

Section 106 of the Standard Specifications is hereby revised as follows:

Delete Section 106.11 of the Standard Specifications and replace with the following:

106.11 Buy America (BA) and Build America, Buy America (BABA) Requirements

- (a) *Contractual Documents*. This specification shall be used in conjunction with the applicable version of the Special Notice to Contractors Section of the CDOT Field Materials Manual (FMM), and the requirements therein, in effect at the time of bidding. The Special Notice to Contractors Section of the FMM, and the requirements therein, shall be considered a contractual document when this specification is included.
- (b) *Glass Beads for Pavement Marking*. All post-consumer and industrial glass beads for pavement marking shall have been manufactured from North American glass waste streams in the United States of America. The bead manufacturer shall submit a COC in accordance with subsection 106.12 confirming that North American glass waste streams were used in the manufacture of the glass beads.
- (c) *Buy America and Build America, Buy America*. Buy America and Build America, Buy America documentation for iron and steel, construction materials, and manufactured products are not required for this project.

Revision of Section 103
Colorado Resident Bid Preference

Section 103 of the Standard Specifications is hereby revised for this project as follows:

Subsection 103.01 shall include the following:

(a) Colorado Resident Bid Preference. A resident bidder shall be allowed a preference against a nonresident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.

Resident bidder means:

- (1) A person, partnership, corporation, or joint venture which is authorized to transact business in Colorado, and which maintains its principal place of business in Colorado:
or,
- (2) A person, partnership, corporation, or joint venture, which is authorized to transact business in Colorado, which maintains a place of business in Colorado, and which has paid Colorado unemployment compensation taxes in at least seventy-five percent of the eight quarters immediately prior to bidding on a construction contract for a public project.

To determine the resident bid preference status of a bidder, the bidder shall submit a completed Form 604 with the proposal. Failure to submit the residency Form with the proposal will be justification for and may result in the rejection of the proposal and forfeiture of the proposal guaranty.

The proposals will be treated as follows:

- (1) All proposals will be checked for accuracy by the Department.
- (2) The dollar amount of the checked proposal from nonresident bidders will be adjusted by a percentage equal to the percentage preference given or required by the state or foreign country of the bidder's residency. If the state or foreign country does not give or require a residency preference, no adjustment in the proposal dollar amount will be made.
- (3) Adjusted proposals from nonresident bidders will then be compared to proposals from resident bidders, and the bidder with the lowest total will be considered the apparent low bidder.
- (4) Should a nonresident bidder be the apparent low bidder, in accordance with paragraph (3) above, an award will be made on the basis of the original proposal, not the adjusted proposal.
- (5) The Department will proceed with its normal award procedure.

**Revision of Section 105
Control Of Work**

Revise Section 105 of the Standard Specifications as follows:

Revise Paragraphs 4, 5 and 6 of Subsection 105.20 as follows:

If damage occurs to an existing structure through improper maintenance per 105.19, the Contractor shall submit a repair procedure to the Engineer to repair the defect(s).

The repair categories and requirements are defined as follows:

- a) *“In-kind” repairs*. In-kind repairs are repairs where the As-Built or Advertised plans are utilized to replace or repair damaged components with identical dimensions and materials used plans and where no plan modifications are made. In-kind repair procedures shall be reviewed and accepted by the Engineer before any repair. The use of approved repair grouts or doweled reinforcing with epoxy adhesive is permitted in in-kind repairs. Doweled reinforcing shall meet or exceed the strength requirements of the original design.
- b) *“Modified repairs”*. Modified repairs are those which deviate in dimensions and/or materials from the As-Built or Advertised plans or where plans are not available. Modified repair procedure submittals shall include calculations, independent design calculations, shop drawings, and/or working drawings per 105.02, and any other applicable section of the specifications for the needed repair. The Contractor’s Engineer shall electronically seal Modified repair submittals.

Damage to new structures or modified structures, shall be repaired per the contract documents.

The Engineer of Record shall be notified and review all corresponding submittals before any repairs.

REVISION OF SECTIONS OF 105 DISPUTE REVIEW BOARD AND CLAIMS FOR UNRESOLVED DISPUTES

Revise Section 105 of the Standard Specifications as follows:

Delete and replace Section 105.23 (i) with the following:

- (i) *Dispute Review Board Recommendation.* The DRB shall issue a Recommendation per the following procedures:
1. The DRB shall not make a recommendation on the dispute at the meeting. Before the closure of the hearing, the DRB members and the Contractor and CDOT together will discuss the time needed for analysis and review of the dispute and the issuance of the DRB's recommendation. The maximum time shall be 30 days unless otherwise agreed to by both parties.
 2. After the meeting has been closed, the DRB shall prepare a written Recommendation signed by each member of the DRB. In the case of a three member DRB where one member dissents, that member shall prepare a written dissent and sign it. The DRB's recommendation shall include the following:
 - (a) A summary of the issues and factual evidence presented by the Contractor and CDOT concerning the dispute.
 - (b) Recommendations concerning the validity of the dispute.
 - (c) Recommendations concerning the value of the dispute as to cost impacts if the dispute is determined to be valid.
 - (d) The contractual and factual bases supporting the recommendation(s) made including an explanation as to why each and every position was accepted or rejected.
 - (e) Detailed and supportable calculations which support any recommendation(s).
 3. The chairperson shall transmit the signed Recommendation and any supporting documents to both parties.

105.24 Claims for Unresolved Disputes delete and replace with the following:

105.24 Claims for Unresolved Disputes. The Contractor may file a claim only if the disputes resolution process described in subsections 105.22 and 105.23 has been exhausted without resolution of the dispute. Other methods of nonbinding dispute resolution, exclusive of litigation, can be used if agreed to by both parties.

This subsection applies to any unresolved dispute or set of disputes between CDOT and the Contractor with an aggregate value of more than \$15,000. Unresolved disputes with an aggregate value of more than \$15,000 from subcontractors, materials suppliers or any other entity not a party to the Contract shall be submitted through the Contractor per this subsection as a pass-through claim. Review of a pass-through claim does not create privity of Contract between CDOT and any other entity.

Subsections 105.22, 105.23 and 105.24 provide both contractual alternative dispute resolution

**REVISION OF SECTIONS OF 105
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processes and constitute remedy- granting provisions pursuant to Colorado Revised Statutes (CRS) which must be exhausted in their entirety.

Litigation proceedings must commence within 180-calendar days of the Chief Engineer's decision, absent written agreement otherwise by both parties.

The venue for all unresolved disputes with an aggregate value \$15,000 or less shall be the County Court for the City and County of Denver.

Non-binding Forms of alternative dispute resolution such as Mediation are available upon mutual agreement of the parties for all claims submitted per this subsection.

The cost of the non-binding ADR process shall be shared equally by both parties with each party bearing its own preparation costs. The type of nonbinding ADR process shall be agreed upon by the parties and shall be conducted within the State of Colorado at a mutually acceptable location. Participation in a nonbinding ADR process does not in any way waive the requirement that litigation proceedings must commence within 180-calendar days of the Chief Engineer's decision, absent written agreement otherwise by both parties.

(a) Notice of Intent to File a Claim. Within 30 days after rejection of the Dispute Resolution Board's Recommendation issued per subsection 105.23, the Contractor shall provide the Region Transportation Director (RTD) with a written notice of intent to file a claim. The Contractor shall also send a copy of this notice to the Resident Engineer. For the purpose of this subsection, Region Transportation Director shall mean the Region Transportation Director or the Region Transportation Director's designated representative. CDOT will acknowledge in writing receipt of Notice of Intent within seven days.

(b) Claim Package Submission. Within 60 days after submitting the notice of intent to file a claim, the Contractor shall submit to the RTD five copies of a complete claim package representing the final position the Contractor wishes to have considered. All claims shall be in writing and in sufficient detail to enable the RTD to ascertain the basis and amount of claim. The claim package shall include all documents supporting the claim, regardless of whether such documents were provided previously to CDOT.

If requested by the Contractor, the 60-day period may be extended by the RTD in writing before final acceptance. At a minimum, the following information shall accompany each claim:

1. A claim certification containing the following language, as appropriate:

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**REVISION OF SECTIONS OF 105
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A. For a direct claim by the Contractor:

CONTRACTOR'S CLAIM CERTIFICATION

Under penalty of law for perjury or falsification, the undersigned, (name), (title), of (company), hereby certifies that the claim of \$___ for extra compensation and ___ Days additional time, made for work on this Contract is true to the best of my knowledge and belief and supported under the Contract between the parties.

This claim package contains all available documents that support the claims made and I understand that no additional information, other than for clarification and data supporting previously submitted documentation, may be presented by me.

Dated _____/s/ __

Subscribed and sworn before me this day of

.

NOTARY PUBLIC

My Commission Expires: _____

B. For a pass-through claim:

PASS-THROUGH CLAIM CERTIFICATION

Under penalty of law for perjury or falsification, the undersigned, (name), (title), of (company), hereby certifies that the claim of \$___ for extra compensation and ___ Days additional time, made for work on this Project is true to the best of my knowledge and belief and supported under the Contract between the parties.

This claim package contains all available documents that support the claims made and I understand that no additional information, other than for clarification and data supporting previously submitted documentation, may be presented by me.

–

Dated _____/s/ __

Subscribed and sworn before me this day of __

NOTARY PUBLIC

My Commission Expires: _____

Dated _____/s/

The Contractor certifies that the claim being passed through to CDOT is passed through in good faith and is accurate and complete to the best of my knowledge and belief.

–

Dated _____/s/ __

Subscribed and sworn before me this day

of_

NOTARY PUBLIC

My Commission Expires: _____

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2. A detailed factual statement of the claim for additional compensation, time, or both, providing all necessary dates, locations, and items of work affected by the claim. The Contractor's detailed factual statement shall expressly describe the basis of the claim and factual evidence supporting the claim. This requirement is not satisfied by simply incorporating into the claim package other documents that describe the basis of the claim and supporting factual evidence.
3. The date on which facts were discovered which gave rise to the claim.
4. The name, title, and activity of all known CDOT, Consultant, and other individuals who may be knowledgeable about facts giving rise to such claim.
5. The name, title, and activity of all known Contractor, subcontractor, supplier and other individuals who may be knowledgeable about facts giving rise to such claim.
6. The specific provisions of the Contract, which support the claim and a statement of the reasons why such provisions support the claim.
7. If the claim relates to a decision of the Project Engineer, which the Contract leaves to the Project Engineer's discretion, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Project Engineer.
8. The identification of any documents and the substance of all oral communications that support the claim.
9. Copies of all known documents that support the claim.
10. The Dispute Review Board Recommendation.
11. If an extension of contract time is sought, the documents required by subsection 108.08(d).
12. If additional compensation is sought, the exact amount sought and a breakdown of that amount into the following categories:
 - A. These categories represent the only costs that, if applicable, are recoverable by the Contractor. All other costs or categories of costs are not recoverable:
 - (1) Actual wages and benefits, including FICA, paid for additional labor.
 - (2) Costs for additional bond, insurance, and tax.
 - (3) Increased costs for materials.
 - (4) Equipment costs calculated per subsection 109.04(c) for Contractor owned equipment and based on certified invoice costs for rented equipment.
 - (5) Costs of extended job site overhead (only applies if the dispute also includes a time extension).
 - (6) Salaried employees assigned to the project (only applies if the dispute also includes a time extension or if the dispute required salaried employee(s) to be added to the Project).
 - (7) Claims from subcontractors and suppliers at any level (the same level of detail as specified is required for all such claims).

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- (8) An additional 16 percent will be added to the total of items (1) through (7) as compensation for items for which no specific allowance is provided, including profit and home office overhead.
- (9) Interest shall be paid per CRS 5-12-102 beginning from the date of the Notice of Intent to File Claim.

B. In adjustment for the costs as allowed above, the Department will have no liability for the following items of damages or expense:

- (1) Profit in excess of that provided in 12.A.(8) above.
- (2) Loss of Profit.
- (3) Additional cost of labor inefficiencies in excess of that provided in A. above.
- (4) Home office overhead in excess of that provided in A. above.
- (5) Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency.
- (6) Indirect costs or expenses of any nature in excess of that provided in A. above.
- (7) Attorney's fees, claim preparation fees, and expert fees.

(c) *Region Transportation Director Decision.* When the Contractor properly files a claim, the RTD will review the claim and render a written decision to the Contractor to either affirm or deny the claim, in whole or in part, per the following procedure.

The RTD may consolidate all related claims on a project and issue one decision, provided that consolidation does not extend the time period within which the RTD is to render a decision. Consolidation of unrelated claims will not be made.

The RTD will render a written decision to the Contractor within 90 days after the receipt of the claim package or receipt of the audit whichever is later. In rendering the decision, the RTD: (1) will review the information in the Contractor's claim; (2) will conduct a hearing if requested by either party; and (3) may consider any other information available in rendering a decision.

The RTD will assemble and maintain a claim record comprised of all information physically submitted by the Contractor in support of the claim and all other discoverable information considered by the RTD in reaching a decision. Once the RTD assembles the claim record, the submission and consideration of additional information, other than for clarification and data supporting previously submitted documentation, at any subsequent level of review by anyone, will not be permitted.

The RTD will provide a copy of the claim record and the written decision to the Contractor describing the information considered by the RTD in reaching a decision and the basis for that decision. If the RTD fails to render a written decision within the 60-day period, or within any extended time period as agreed to by both parties, the Contractor shall either: (1) accept this as a denial of the claim, or (2) appeal the claim to the Chief Engineer, as

REVISION OF SECTIONS OF 105 DISPUTE REVIEW BOARD AND CLAIMS FOR UNRESOLVED DISPUTES

described in this subsection.

If the Contractor accepts the RTD decision, the provisions of the decision shall be implemented per subsections 108.08, 109.04, 109.05, or 109.10 and the claim is resolved.

If the Contractor disagrees with the RTD decision, the Contractor shall either: (1) accept the RTD decision as final, or (2) file a written appeal to the Chief Engineer within 30 days from the receipt of the RTD decision. The Contractor hereby agrees that if a written appeal is not properly filed, the RTD decision is final.

- (d) *Chief Engineer Decision.* When a claim is appealed, the RTD will provide the claim record to the Chief Engineer. Within 15 days of the appeal either party may submit a written request for a hearing with the Chief Engineer or duly authorized Headquarters delegates. The Chief Engineer or a duly authorized Headquarters delegate will review the claim and render a decision to affirm, overrule, or modify the RTD decision per the following.

The Chief Engineer will render a written decision within 60 days after receiving the written appeal. The Chief Engineer will not consider any information that was not previously made a part of the claim record, other than clarification and data supporting previously submitted documentation.

The Contractor shall have 30 days to accept or reject the Chief Engineer's decision. The Contractor shall notify the Chief Engineer of its acceptance or rejection in writing.

If the Contractor accepts the Chief Engineer's decision, the provisions of the decision will be implemented per subsections 108.08, 109.04, 109.05, or 109.10 and the claim is resolved.

If the Contractor disagrees with the Chief Engineer's decision, the Contractor shall either (1) pursue an alternative dispute resolution process per this specification or (2) initiate litigation per subsection 105.24(f).

If the Chief Engineer does not issue a decision as required, the Contractor may immediately initiate litigation per subsection 105.24(f).

For the convenience of the parties to the Contract it is mutually agreed by the parties that any merit binding or De Novo litigation shall be brought within 180-calendar days from the date of the Chief Engineer's decision. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action.

- (e) *De Novo Litigation* If the Contractor disagrees with the Chief Engineer's decision, the Contractor may initiate de novo litigation to finally resolve the claim that the Contractor submitted to CDOT. Such litigation shall be strictly limited to those claims that were previously submitted and decided in the contractual dispute and claims processes outlined. This does not preclude the joining in one litigation of multiple claims from the same project provided that each claim has gone through the dispute and claim process specified in subsections 105.22 through 105.24. The parties may agree, in writing, at any time, to pursue some other form of alternative dispute resolution.

Any offer made by the Contractor or the Department at any stage of the claims process,

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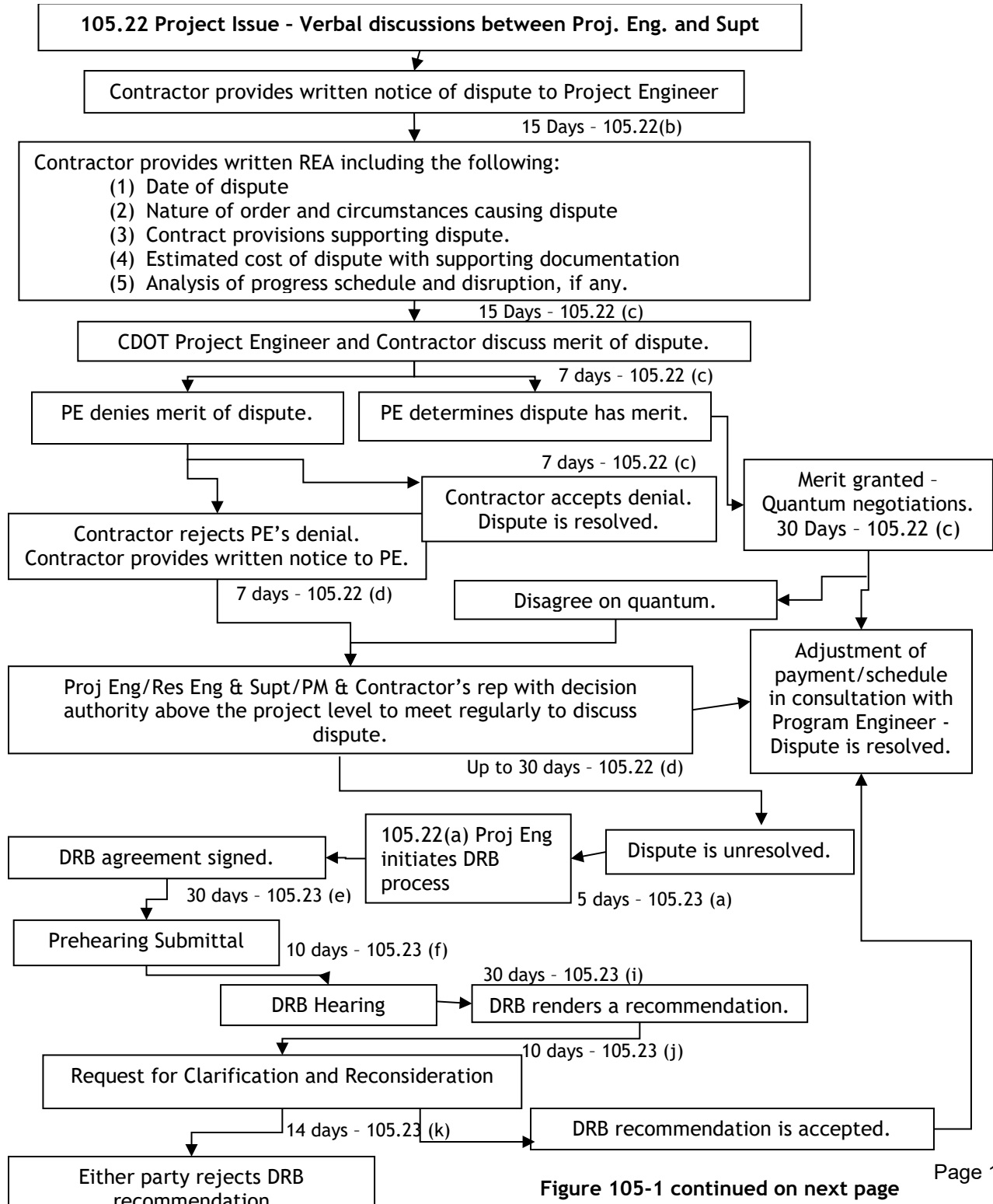
as set forth in this subsection, shall be deemed an offer of settlement pursuant to Colorado Rule of Evidence 408 and therefore inadmissible in any litigation.

If the Contractor selected litigation, then de novo litigation shall proceed per the Colorado Rules of Civil Procedure and the proper venue is the Colorado State District Court in and for the City and County of Denver.

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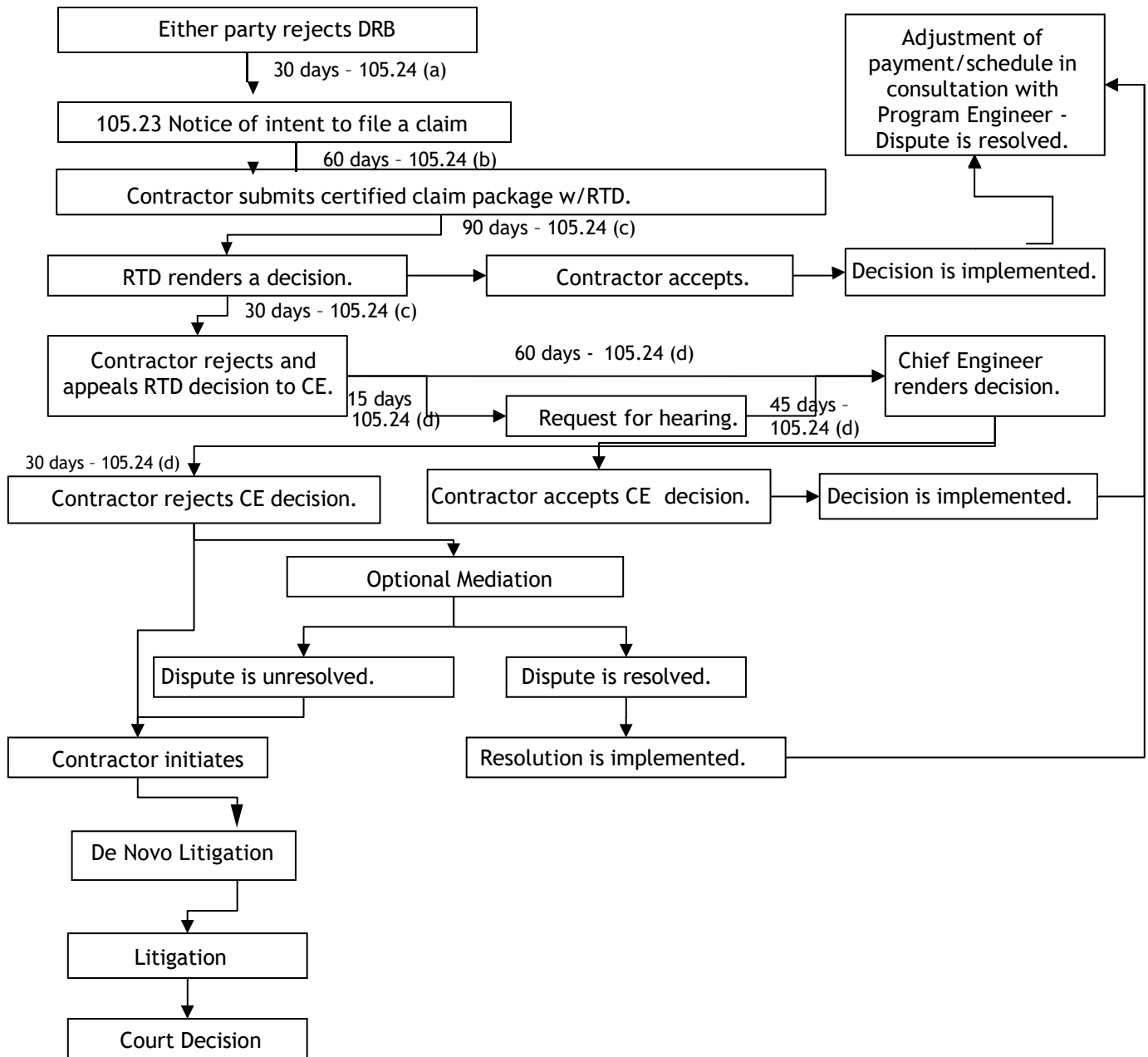
Figure 105-1 DISPUTES AND CLAIMS FLOW CHART

(Note: If an audit is to be performed, durations in this flow chart are extended accordingly)



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Figure 105-1
(continued)



January 8, 2024

1
Revision Of Section 105
E-Signature

Revise Section 105 of the Standard Specifications as follows:

Add the following to Subsection 105.08:

105.08 Document Management and Professional Engineer and Professional Land Surveyor Electronic Seals. Where the specifications require the Contractor to submit or return documents either in writing or the format is not specified, an electronic file is preferred. The Contractor shall submit the schedule native file, video recordings, photographs, image files, and other media formats in their native file formats. When the document format is not specified, the contractor shall submit electronic documents in PDF. When a submittal requires multiple copies, one electronic document shall satisfy the requirement.

Where a signature is needed, an electronic signature is acceptable. An original signature is a signature signed in ink. Where original signatures or original documents are required a scan shall satisfy the requirement.

The Department will issue Contract Modification Orders (Form 90) and Form 105s that authorize additional work for signature via AdobeSign.

CDOT forms and records shall be signed with an electronic signature that includes the signer's name, date, and time the document was signed, in addition to locking the appropriate portions after signing. This guidance does not change the approval process or the content requirements for Buy America, COC, and CTR documentation, rather it allows the documentation to either be all electronically signed or a Scanned Original Wet Signature.

An electronic seal is when a Contractor's Engineer, a Professional Engineer or a Professional Land Surveyor affix their electronic signature and seal to plans or documents prepared under their responsible charge or control. The electronic seal needs to meet State of Colorado Architects, Professional Engineers, and Professional Land Surveyors Rules and Regulations, 4 CCR 730-1 requirements, lock the document after signature and shall have a non-expiring transaction identification number that can be used to view the final locked and signed document online.

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PCCP Acceptance and Recycled Concrete Aggregate

Delete Subsection 105.06 and replace with the following:

105.06 Conformity to the Contract of Portland Cement Concrete Pavement.

Conformity to the Contract of all Portland Cement Concrete Pavement, Item 412, will be determined per the following:

When the Engineer finds that the materials furnished, the work performed, or the finished product does not conform to the Contract, or the Pay Factor (PF) for an element's process is less than 0.75 but that reasonably acceptable work has been produced, the Engineer will determine the extent of the work that will be accepted and remain in place. The Engineer will use a Contract Modification Order to document the justification for allowing the work to remain in place and the price adjustment that will be applied.

When the Engineer finds the materials furnished, work performed, or the finished product is not in conformity with the Contract, or the PF for an element's process is less than 0.75 and has resulted in an inferior or unsatisfactory product, the work or material shall be removed and replaced or otherwise corrected by and at the expense of the Contractor. When the PF for any process is 0.75 or greater, the finished quantity of work represented by the process will be accepted at the calculated pay factor.

Materials will be sampled and tested by the Contractor and the Department per subsection 106.06 and with procedures contained in the Department's Field Materials Manual. The approximate quantity represented by each sample will be as set forth in subsection 106.06, Table 106-3. Additional samples may be selected and tested at the Engineer's discretion.

- (a) Incentive and Disincentive Payments (I/DP) will be made based on a statistical analysis that yields Pay Factors (PF) and Quality Levels (QL). The PF and QL will be made based on test results for the elements of compressive strength and pavement thickness.

The QL will be calculated for the elements of compressive strength and pavement thickness on a process basis. A process will consist of the test results from a series of random samples. Test results determined to have sampling or testing errors will not be used. All materials produced will be assigned to a process. Changes in mix design, design pavement thickness, or a break of more

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than 120 working days between placements will create a new process. The following is provided to clarify changes in processes for each element:

1. Construction of mainline pavement, including the shoulders if placed with the mainline, is a single process for the compressive or flexural strength element, when the mix design does not change and there is not a break of more than 120 days between placements.
2. Construction of mainline pavement, including the shoulders if placed with the mainline, is a single process for the thickness element when the planned thickness does not change and there is not a break of more than 120 days between placements.
3. Construction of ramps, acceleration and deceleration lanes and shoulders placed separately are considered separate processes.
4. Changes in paving equipment, changes in placement method, changes in hauling equipment, adjustments to mix designs that do not require a new mix design, changes in weather conditions, and changes in production rate shall not create a new process in the strength or thickness elements.

The Contractor and Engineer will determine element processes and what distinguishes them as processes during the Pre-pave meeting before concrete placement.

- (b) When it is necessary to represent material by one or two tests, each test shall have a PF computed per the following:

If the value of the test is at or above the lower tolerance limit, then $PF = 1.000$.

If the value of the test is below the lower tolerance limit, then:

$$PF = 1.00 - [0.25(TL - T_0)/V]$$

Where PF = pay factor.

V = V factor from Tables 105-10

T_0 = the individual test value.

TL = lower tolerance limit.

- (c) The following procedures will be used to compute Incentive and Disincentive Payments (I/DP), quality levels (QL), and pay factors (PF) for processes represented by three or more tests:

1. Quality Level (QL) will be calculated according to CP-71.

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2. Compute the PF for the process. When the process has been completed, the number of tests (Pn) it includes shall determine the formula to be used to compute the final pay factor per the following:

A. For pavement thickness:

When $3 \leq Pn \leq 5$

If $QL \geq 85$, then $PF = 1.00 + (QL - 85)0.001333$

If $QL < 85$, then $PF = 1.00 + (QL - 85)0.005208$

When $6 \leq Pn \leq 9$

If $QL \geq 90$, then $PF = 1.00 + (QL - 90)0.002000$

If $QL < 90$, then $PF = 1.00 + (QL - 90)0.005682$

When $10 \leq Pn \leq 25$

If $QL \geq 93$, then $PF = 1.00 + (QL - 93)0.002857$

If $QL < 93$, then $PF = 1.00 + (QL - 93)0.006098$

When $Pn \geq 26$

If $QL \geq 95$, then $PF = 1.00 + (QL - 95)0.004000$

If $QL < 95$, then $PF = 1.00 + (QL - 95)0.006757$

B. For compressive strength:

When $3 \leq Pn \leq 5$

If $QL \geq 85$, then $PF = 1.00 + (QL - 85)0.002000$

If $QL < 85$, then $PF = 1.00 + (QL - 85)0.005208$

When $6 \leq Pn \leq 9$

If $QL \geq 90$, then $PF = 1.00 + (QL - 90)0.003000$

If $QL < 90$, then $PF = 1.00 + (QL - 90)0.005682$

When $10 \leq Pn \leq 25$

If $QL \geq 93$, then $PF = 1.00 + (QL - 93)0.004286$

If $QL < 93$, then $PF = 1.00 + (QL - 93)0.006098$

When $Pn \geq 26$

If $QL \geq 95$, then $PF = 1.00 + (QL - 95)0.006000$

If $QL < 95$, then $PF = 1.00 + (QL - 95)0.006757$

3. Compute the I/DP for the process:

$$I/DP = (PF-1)(QR)(UP)$$

where: QR = Quantity Represented by the process.

UP = Unit Price bid for the Item.

The total I/DP for an element shall be computed by accumulating the individual I/DP for each process of that element.

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- (d) As acceptance test results become available, they will be used to calculate accumulated QL and Incentive and Disincentive Payments (I/DP) for each element and for the item. The Contractor's test results and the accumulated calculations shall be made available to the Engineer upon request. The Engineer's test results and the calculations will be made available to the Contractor as early as reasonably practical. Numbers from the calculations shall be carried to significant figures and rounded according to AASHTO Standard Recommended Practice R-11, Rounding Method.
- I/DP will be made to the Contractor per subsection 412.24(a). During production, interim I/DP will be computed for information only. The Pn will change as production continues and test results accumulate. The Pn at the time and I/DP is computed shall determine the formula to be used.
- (e) The Contractor shall not have the option of accepting a price reduction or disincentive in lieu of producing specification material. Continued production of non-specification material will not be permitted. Material that is defective may be isolated and rejected without regard to sampling sequence or location within a process.
- (f) The Contractor may take cores at his own expense and per Colorado Procedure 65 to provide an alternative determination of strength to replace acceptance test results with a compressive strength less than TL. The core compressive strength shall be used for I/DP regardless of the result.

Table 105-10
"V" Factors and Incentive Payments

Element	V factor	Maximum Incentive Payment	Lower Tolerance Limit, TL	Plan Value
Compressive Strength	400 psi	3.00 %	4200 psi	4500 psi
Pavement Thickness	0.4 inch	2.00 %	Plan Thickness -0.4 inch	Plan Thickness

- (g) *Sand Equivalence.* The sand equivalence (SE) as determined by CP 37 will be considered acceptable when the running average of three consecutive tests is greater than 80 percent and no individual test result is less than 75 percent. When the running average of three consecutive SE tests falls below 80 percent or

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an individual SE test result falls below 75 percent, paving operations shall be suspended. The Contractor shall submit a written plan to correct the low SE test results to the Engineer for approval. The Contractor shall not continue paving operations until the Engineer approves the plan in writing and three SE test results from random samples in the stockpile are above 80 percent.

- (h) *Pavement Surface Texture*. The Contractor shall perform process control (PC) testing for the pavement surface texture depth per CP 77 Method B. All PC results for surface texture depth measurements shall be included in the Contractor's QC notebook. The start of PC testing for texturing depth shall be completed within 24 hours after the first 500 linear feet of textured pavement is placed for each lane. Paving shall not proceed until results are accepted by the Engineer.

Surface texture will be considered acceptable when the average texture depth (ATD) of the panel is greater than 0.05 inch. When the ATD is less than 0.05 inches, the Contractor shall determine the area represented by this test. The area shall be determined by taking additional tests at 15-foot intervals parallel to the centerline in each direction from the affected location until two consecutive tests are found to be within the specified limits. Any surface with unacceptable texturing exceeding 25 linear feet in any lane or shoulder greater than 8 feet wide shall be diamond ground full width of the lane. Upon the second unacceptable test result, the Contractor shall notify the Engineer, in writing, of the action taken to provide an acceptable surface texture.

The Department will perform surface texture acceptance testing per CP 77 Method B. The Department will determine the panel locations where acceptance test measurements are to be taken. One stratified random acceptance test per 2,500 linear feet or fraction thereof in each lane and shoulder wider than 8 feet shall be taken with a minimum of one test per day when the Contractor is paving.

When the Department locates areas of surface texture that do not meet the minimum ATD, the Contractor will be notified, and the Contractor shall identify the limits of the deficient texture depth. After the Engineer approves the limits, the Contractor shall correct the deficient surface texture by diamond grinding full lane width to provide an ATD greater than 0.05 inch at no additional cost to the project. The Contractor shall correct surface texture deficiencies before pavement smoothness testing and pavement thickness determinations.

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Delete Subsection 106.06 and replace with the following:

106.06 Sampling and Testing of Portland Cement Concrete Paving. All Portland Cement Concrete Pavement, Item 412, shall be tested per the following process control and acceptance testing procedures:

(a) *Process Control Testing.* The Contractor shall be responsible for process control testing of all elements listed in Table 106-3. Process control testing shall be performed at the expense of the Contractor. The Contractor shall develop a process control plan (PCP) per the following:

1. Process Control Plan. For each element listed in Table 106-3, the PCP must provide adequate details to ensure that the Contractor will perform process control. The Contractor shall submit the PCP to the Engineer at the Pre-construction Conference. The Contractor shall not start any work on the project until the Engineer has approved the PCP in writing.
 - A. Frequency of Tests or Measurements. The PCP shall indicate a random sampling frequency, which shall be equal to or more frequent than that shown in Table 106-3. The process control tests shall be independent of acceptance tests.
 - B. Test Result Chart. For each process control test result, the appropriate area, volume, and tolerance limits shall be plotted. The chart shall be posted daily at a location convenient for viewing by the Engineer.
 - C. Quality Level Chart. The QL for each element in Table 106-3 shall be plotted. The QL shall be calculated per the procedure in CP 71 for Determining Quality Level. The QL shall be calculated on tests 1 through 3, then tests 1 through 4, then tests 1 through 5, and then thereafter the last five consecutive test results. The area of material represented by the last test result shall correspond to the QL.
2. Point of Sampling. The material for process control testing shall be sampled by the Contractor using CP 61. The location where material samples will be taken shall be indicated in the PCP.
3. Testing Standards. The PCP shall indicate which testing standards will be followed. Acceptable standards are Colorado Procedures, AASHTO and ASTM. The order of precedence is Colorado Procedures, AASHTO procedures and then ASTM procedures.

The compressive strength test for process control will be the average strength of two test cylinders cast in plastic molds from a single sample of concrete, cured under standard laboratory conditions, and tested three to seven days after molding.

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4. Testing Supervisor Qualifications. The person in charge of and responsible for the process control testing shall be identified in the PCP. This person shall be present on the project and possess one or more of the following qualifications:
 - A. Registration as a Professional Engineer in the State of Colorado.
 - B. Registration as an Engineer in Training in the State of Colorado with two years of paving experience.
 - C. A Bachelor of Science in Civil Engineering or Civil Engineering Technology with three years of paving experience.
 - D. National Institute for Certification in Engineering (NICET) certification at level III or higher in the subfields of Transportation Engineering Technology, Highway Materials, or Construction Materials Testing Engineering Technology, Concrete and four years of paving experience.
5. Technician Qualifications. Technicians performing tests shall meet the requirements of Colorado Procedure 10.
6. Testing Equipment. All of the testing equipment used to conduct process control testing shall conform to the standards specified in the test procedures and be in good working order., For projects with greater than 50,000 SY of PCCP or projects that do not have a certified lab within 40 miles of the project limits then the Contractor shall provide the following equipment and supplies, which will not be paid for separately but shall be included in the work:
 - A. A separate, temperature-controlled facility of at least 300 square feet of usable space. This facility shall be used exclusively for the molding, storage and testing of concrete test specimens as required. This facility shall be provided in addition to other facilities required in Section 620. The storage facility shall have sufficient water storage capacity for curing all required test specimens. The storage facility shall provide separate storage tanks for each type of required testing. Each storage tank shall have a continuously recording thermometer and sufficient blank charts for the project. Temperatures of each storage tank shall be recorded for the duration of the project.
 - B. A machine for testing the compressive strength of concrete specimens. The machine shall meet the requirements of ASTM C39 and shall have a minimum capacity of 250,000 lbs. The machine shall have a digital monitor capable of displaying load rate and total load. The following or an approved equal by the Region Materials Engineer

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may be used:

- (1) Forney 250 series compression machine with digital monitor.
- (2) Humboldt HCM-2500 series with an i7 Digital Indicator.
- (3) Gilson MC-250 series with a Pro Controller.
- (4) Test Mark Industries CM-2500 series with an i720 Digital Indicator.

Both the Contractor and the Engineer may use this machine for testing concrete specimens. After the machine has been certified and accepted by the Engineer it shall not be moved until all portland cement concrete paving and compressive strength acceptance tests have been completed.

- C. The Contractor shall supply an MIT Scan T2 or MIT Scan T3 and the associated test plates when pavement thickness acceptance is based on magnetic pulse induction (MPI).
7. Reporting and Record Keeping. The Contractor shall report the results of the tests to the Engineer electronically at least once per day.
The Contractor shall assemble a process control (PC) notebook and update it daily. This notebook shall contain all worksheets, test results forms, test results charts and quality level charts for each of the elements listed in Table 106-3. The Contractor shall submit examples of worksheets, test result forms and test results charts per CP 12B as part of the Contractor's Process Control Plan (PCP). The Contractor shall submit the PC notebook electronically to the Engineer for review once a month on the date agreed to at the Pre-construction Conference.

A list of recognized deficiencies will be returned to the Contractor within two workdays after submittal. Deficiencies may include but are not limited to, the failure to submit the notebook on time or an absence of the required reports. For any month that deficiencies are identified, the PC notebook will be submitted for review two weeks after the PC notebook is returned. Upon the second recognized deficiency, the Engineer will notify the Contractor, and the pay estimate shall be withheld until the Contractor submits, in writing, a report detailing the cause of the recognized deficiency. The report shall include how the Contractor plans to resolve the deficiencies. Additional recognized deficiencies will result in a delay of the pay estimate until the Contractor has identified and resolved the deficiency along with revising and resubmitting his PCP to address these issues. Once the Engineer has reviewed and approved the revised PCP the estimate may be paid. Upon submittal of the PC notebook for the semi-final estimate, the PC notebook

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shall become the property of the Department. The Contractor shall make provisions such that the Engineer can inspect process control work in progress, including PC notebook, sampling, testing, plants, and the Contractor's testing facilities at any time.

8. **PC Stockpile Management.** For Projects greater than 25,000 SY of PCCP, the contractor shall perform PC Testing for each aggregate source. All aggregates furnished for the project shall conform to the range of tolerances listed in Table 106-2 when compared to the approved mix design gradations. Individual gradation testing shall be at a minimum frequency of 1/day or 1/1,000 tons, whichever is greater, as aggregate is delivered to the batch plant and incorporated into the stockpile. If material does not meet the listed tolerances, the area of the stockpile represented by the sample may be remixed and retested. If material fails to meet the tolerances a second time, it shall be rejected. If multiple batch plants are being utilized, aggregates at each plant shall be tested separately. Testing and Tracking methods shall be included in the Contractor's Process Control Plan.

Table 106-2
Individual Aggregate Gradation Tolerances

Sieve Size	Tolerance (%)
≥No. 4	±6
No.8 - No. 30	±4
No. 50	±3
No. 100	±2
No. 200	±1

9. **Optimized Gradation.** The Contractor shall perform PC testing of the combined aggregate gradation (CAG) when an Optimized Gradation (OG) is used for Class P Concrete. A sample of the combined aggregate from the first 100 cubic yards of concrete shall be tested; then one test per 750 cubic yards shall be performed. The frequency shall be a minimum of one per day if production is less than 750 cubic yards per day.

The Department will perform one gradation test each day which may be a split of one of the PC samples. This data will not be used to determine the acceptability of the material but as information only.

The Contractor's gradation test data will be used to evaluate the gradation optimization based on the mix design optimization.

When the Contractor's gradation test results fail to meet their

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optimization range, the Contractor shall immediately make corrections to bring the aggregate gradation optimization into range and notify the Engineer. If two or more consecutive test results for any single day or two successive days are found to fall outside the optimization range, the Contractor shall immediately suspend production and provide a written corrective plan to the Engineer for approval before resuming production.

Upon being allowed to resume production, the Contractor shall follow the daily sampling frequency. If the next two consecutive gradation tests indicate that they meet the optimization range, the Contractor may continue production. If the first two aggregate samples do not meet the optimization range, production shall be suspended.

Before resuming production, the Contractor shall sample the individual aggregate stockpiles at two or more locations to determine the range of variability within each stockpile, make appropriate adjustments to the percentages for each aggregate component, and discharge and sample the combined aggregates. The combined aggregate gradation shall be tested to determine if the optimization range is met.

Production can resume if the optimization range is met. Production will continue to be suspended for additional evaluation of stockpiles and aggregate feed rates until gradation sampling and testing indicate the optimization range is met.

All gradation test information during production shall be provided to the Engineer daily. The Contractor shall immediately report all gradation test data to the Engineer for evaluation during periods when production is suspended or upon resuming production. The Contractor will be notified in writing in all cases when production may resume or shall remain suspended.

10. Aggregate Moisture Content. An aggregate moisture content sample from the first 100 cubic yards of concrete shall be tested; then one test per 750 cubic yards shall be performed. The frequency shall be a minimum of one per day if production is less than 750 cubic yards per day. The moisture content sample maybe the same sample used for gradation PC testing. Moisture content of each aggregate shall be tested per CP 33. As they become available, results shall be immediately input into the batching computer and reflected on batch tickets.

When Recycled Concrete Aggregate (RCA) is used, the moisture content of the RCA shall be at or above the absorption of the RCA. When the moisture content of the RCA is lower than the absorption of the RCA, the Contractor

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shall immediately suspend production and provide a written corrective plan to the Engineer for approval before resuming production

11. Box Test. When the Contractor is using a slipform paver, the Contractor shall perform a Box Test in accordance with CP-63 at the beginning of each day's paving. The Box Test shall show no more than 30 percent surface voids and an edge slump less than 1/4 inch. When the Box Test results fail to meet these requirements, the Contractor shall immediately make corrections and notify the Engineer. After corrective actions have been completed, the Contractor shall perform a Box Test. The Box Test shall show no more than 30 percent surface voids and an edge slump less than 1/4 inch. If two or more consecutive Box Test results fail to meet these requirements, the Contractor shall immediately suspend production and provide a written corrective plan to the Engineer for approval before resuming production.

12. Concrete Test Reports. The Contractor shall distribute electronically to the concrete supplier all compressive- strength PC data for the concrete supplied to the project. The Contractor shall distribute the PC compressive strength data within two business days of the 7-day and 28-day compressive strength testing. The data shall include the compressive strength and batch ticket number at a minimum.

(b) *Acceptance Testing.* Acceptance testing frequencies will follow the Schedule (Owner Acceptance) in the Department's Field Materials Manual. Acceptance sampling and testing procedures will be per the Department's Field Materials Manual with the following exceptions and inclusions:

A split sample from an acceptance test shall not be used for a process control test. The Engineer will designate the location where samples are to be taken. Samples shall be taken by the Contractor per CP 61. The Engineer will be present during the sampling and take possession of all acceptance samples. Samples transported in different containers will be combined and mixed before molding specimens. All materials are subject to inspection and testing at all times.

Pavement thickness acceptance will be determined by cores or magnetic pulse induction (MPI).

Acceptance tests for thickness using MPI shall be the Contractor's process control tests. MPI testing shall be per AASHTO T359.

When compressive strength testing is specified, the Engineer will distribute electronically to the concrete supplier all compressive strength Owner Acceptance (OA) data for the concrete supplied to the project. The Engineer will distribute the OA compressive strength data within two business days of

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the 7-day and 28-day compressive strength testing. The data will include the compressive strength and batch ticket number at a minimum. The Contractor shall not have a valid dispute or claim as a result of any action or inaction by the Department related to the distribution of test results.

The compressive strength test for acceptance will be the average compressive strength of three test cylinders cast in plastic molds from a single sample of concrete and cured under standard laboratory conditions before testing. If the compressive strength of any one specimen differs from the average by more than 10 percent, that specimen will be deleted, and the average strength will be determined using the remaining two specimens. If the compressive strength of more than one specimen differs from the average by more than 10 percent, the average strength will be determined using all three specimens. Each set of three cylinders will be tested at 28 days after molding.

- (c) *Check Testing.* The Contractor and the Engineer shall conduct a check testing program (CTP) before the placement of any concrete pavement. The check testing program will include a conference directed by the Region Materials Engineer, the Contractor's testers, and the Department's testers concerning methods, procedures and equipment for compressive strength testing. Check testing shall be completed before any portland cement concrete pavement (PCCP) is placed. A set of three cylinders will be molded by both the Contractor's and the Department's project testers from a split sample. The specimens will be sampled, molded and cured for seven days and tested for compressive strength according to the procedures of Section 106. The Department's Independent Assurance Tester will also mold, cure and test a set of three cylinders, but the Independent Assurance Test results will not be entered in the check testing analysis. If the results of the check tests do not meet the following criteria, then the check testing will be repeated until the following criteria are met:
- (1) The average of the Contractor's test results, and the average of the Department's test results shall be within 10 percent of the average of all test results.
 - (2) Each specimen test result shall be within 15 percent of the average of all test results.

When compressive strength criteria are indicated, a check test must also be conducted on the sand equivalent test. A set of 5 sand equivalents will be run by both the Contractor's and the Department's project tester, from a split sample. The average of the absolute differences between tests taken by the process control personnel and the acceptance testing personnel will be compared to the acceptable limits shown in Table 13-1 of CP 13. The CTP will

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be continued until the acceptance and process control test results are within the permissible ranges shown in Table 13-1 of CP 13.

During production, split samples of randomly selected acceptance tests will be compared to the permissible ranges shown in Table 13-1 of CP 13. The minimum frequency will be as shown in Table 106-3.

If production has been suspended and then resumed, the Engineer may order a CTP between tests taken by process control and acceptance testing persons to ensure the test results are within the permissible ranges shown in Table 13-1 of CP 13. Check test results shall not be included in process control testing. The Region Materials Engineer shall be called upon to resolve differences if a CTP shows unresolved differences beyond the ranges shown in Table 13-1 of CP 13.

- (d) *Independent Assurance Testing.* The sample for the IAT will be a split sample of the Contractor's process control test. The Department's representative performing verification tests shall also use a split sample of the Contractor's process control test and participate in the IAT.
- (e) *Testing Schedule.* All samples used to determine Incentive or Disincentive payment by quality level formulas per Section 105 will be selected by a stratified random process.

Table 106-3
PC Testing Schedule - Item 412 Portland Cement Concrete Pavement

Element	Minimum Testing Frequency Contractor's Process Control
Aggregate Gradation each source or combined gradation	Minimum of 1/day, then 1 per 2500 cu. yds. When an OG is used, follow 106.06(a) 9
Slump and Air Content	First three loads each day, then as needed for control
Compressive Strength, Slump Air Content, Yield, and Sand Equivalent	Minimum of 1/day, then 1/2500 sq. yds.
Pavement Thickness	Per subsection 412.21
Pull Test Joints	Minimum of six transverse and six longitudinal joint locations for the first 2,500 linear feet, then three transverse and three longitudinal joints thereafter

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Load Transfer Dowel Bar Placement	Per subsection 412.13(b)2
Average Texture Depth	1 per 528 linear feet in each lane and shoulder wider than 8 feet
Water Cement Ratio	First three loads each day, then 1/500 cu. yds.
Box Test	Minimum of 1/day when a slipform paver is used at the beginning of each day's paving.
Aggregate Moisture Content	Per subsection 106.06(a) 10

In Subsection 412.05, add the following to the last paragraph:

- (10) When RCA is to be used in the concrete mix the following items shall be included in the contractor's process control plan:
- (a) Type of crusher to be utilized.
 - (b) Method of removing steel and other deleterious materials
 - (c) Method of controlling fines and crusher dust on the RCA
 - (d) Method of monitoring and accommodating variation in absorption capacity
 - (e) Method for measuring and controlling moisture content prior to incorporation into the concrete mix.
 - (f) Method for ensuring stockpiles that are homogeneous when multiple sources of RCA are to be used.

In Subsection 412.24, delete:

"All costs associated with developing correlation curves used to evaluate low flexural strength results per the Contract, or as requested by the Engineer, shall be included in the work. This shall include all materials, forms, testing, equipment and labor."

In Subsection 601.02 Class P, delete:

"(1) The Required Field Flexural Strength shall be 650 psi."

Subsection 601.02 shall include the following:

When an optimized gradation is used for any class of concrete, the Shilstone, Tarantula or Power-45 optimization method shall be used.

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Subsection 601.05 shall include the following:

When on-site generated RCA is to be used, an additional mix design shall be submitted that does not use on-site generated RCA.

**Revision of Section 106
Control of Material**

Revise Section 106 of the Standard Specifications as follows:

Revise Subsection 106.05 (c), first paragraph of the Standard Specifications as shown:

(c) *Check Testing Program (CTP)*. Prior to, or in conjunction with, placing the first 500 tons of asphalt pavement, under the direction of the Engineer, a CTP will be conducted between acceptance testing and process control testing programs. The CTP will consist of testing for asphalt content, theoretical maximum specific gravity, HMA 4.75 mm (#4) sieve, HMA 2.36 mm (#8) sieve, HMA 0.075 mm (#200) sieve, in-place density, and joint density per CP 13. If the Contractor intends to test to determine air voids and VMA, check testing for these tests is recommended. The CTP will be continued until the acceptance and process control tests are within the acceptable limits shown in Table 13-1 of CP 13. **An additional set of split samples from this CTP shall be retained and used in the event of third-party testing per CP-17.** For joint density, the initial check test will be a comparison of the seven cores tested by CDOT and the seven cores tested by the Contractor. These are the cores from the compaction test section used for nuclear gauge calibration and test section payment.

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**Revision of Section 106
Country of Origin**

Section 106 of the Standard Specifications is hereby revised for this project as follows:

Subsection 106.11 shall include the following:

(c) United States of America and Foreign Item Reporting. The Contractor shall make a good faith effort to provide a list of the five costliest items incorporated into the project that consist of 50 percent or more steel or iron when delivered to the construction site. This list shall include the item name, the cost, and the country of origin of the item. The following shall be used to establish the country of origin of the item:

- (1) If the item is completely iron or steel, it will be considered to have been manufactured in the United States if all of the manufacturing processes for the final product took place in the United States.
- (2) If the product is only partially made of steel or iron, it shall be considered to have been manufactured in the United States if all of the manufacturing processes for the final product took place in the United States, irrespective of the country of origin of the item's subcomponents.

The list of items shall be submitted within 15 days of the final acceptance date.

**Revision of Section 107
Water Quality Control
(Under One Acre of Disturbance)**

Section 107.25 of the Standard Specifications is hereby deleted and replaced as follows:

107.25 Water Quality Control. The project work shall be performed using practices (including but not limited to those listed below) that minimize the pollution of any State waters, including wetlands.

(a) Definitions.

- (1) Areas of Disturbance (AD). Locations where any activity has altered the existing soil cover or topography, including vegetative and non-vegetative activities during construction.
- (2) Construction Site Boundary/Limits of Construction (LOC). The project area defined by the Environmental Clearance document.
- (3) Discharge of Pollutants. One or more pollutants leaving the Limits of Construction (LOC) or entering State waters or other conveyances.
- (4) Limits of Disturbed Area (LDA). Proposed limits of ground disturbance as shown on the Plans.
- (5) Pollutant. Dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, wrecked or discarded equipment, rock, sand, or any industrial, municipal, or agricultural waste, as defined in the Colorado Code of Regulations (CCR) [5 CCR 1002-61, 2(76)]
- (6) Pollution. Man-made, man-induced, or natural alteration of the physical, chemical, biological, and radiological integrity of water. [25-8-103 (16), CRS]
- (7) State waters. Defined in Section 101.

(b) Construction Requirements

The Contractor shall comply with the “Colorado Water Quality Control Act” (Title 25, article 8, CRS), the “Protection of Fishing Streams” (Title 33, Article 5, CRS), the “Clean Water Act” (33 USC 1344), regulations promulgated, certifications or permits issued, and to the requirements listed below. In the event of conflicts between these requirements and water quality control laws, rules, or regulations of other Federal, or State agencies, the more restrictive laws, rules, or regulations shall apply.

If the Contractor determines construction of the project will result in a change to

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the activities or LDA, the Contractor shall detail the changes in a written report to the Engineer. Upon receipt of the report, the Engineer will coordinate with the Region Planning and Environmental Manager (RPEM) regarding the change. The Engineer, within five days after receipt of the report, will approve or reject in writing the request for change. If approved, the Engineer will detail a course of action including revision of existing permits or obtaining new permits.

If construction activities result in noncompliance of any permit requirement, the project will be suspended and the permitting agency notified, if required. The project will remain suspended until the Engineer receives written approval by the permitting agency.

The Contractor is legally required to obtain all permits associated with project specific water quality activities within, or off the Right of Way, such as borrow pits, concrete or asphalt plant sites, waste disposal sites, or other facilities. It is the Contractor's responsibility to obtain these permits. The Contractor shall consult with the Engineer and contact the Colorado Department of Public Health and Environment (CDPHE) or other appropriate federal, state, or local agency to determine the need for any permit.

The Contractor shall conduct the work in a manner that prevents pollution of any adjacent State waters, as defined in section 101. Erosion control work shall be performed in accordance with Section 208, this subsection, and all other applicable parts of the Contract.

Prior to construction, the Stormwater Management Plan (SWMP) Administrator, identified in Section 208, shall identify and describe all potential pollutant sources, including materials and activities, and evaluate them for the potential to contribute pollutants to stormwater discharges associated with construction activities. The list of potential pollutants shall be continuously updated during construction. At a minimum, each of the following shall be evaluated for the potential for contributing pollutants to stormwater discharges and identified in the SWMP, as described in Section 208:

- (1) All exposed and stored soils.
- (2) Vehicle tracking of sediments.
- (3) Management of contaminated soils.
- (4) Vehicle and equipment maintenance and fueling.
- (5) Outdoor storage activities (building materials, fertilizers, chemicals, etc.).
- (6) Significant dust or particle generating processes.

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- (7) Routine maintenance involving fertilizers, pesticides, detergents, fuels, solvents, oils, etc.
- (8) On-site waste management practices (waste piles, dumpsters, etc.).
- (9) Dedicated asphalt and concrete batch plants.
- (10) Concrete truck and equipment washing, including the concrete truck chute and associated fixtures and equipment.
- (11) Concrete placement and finishing tool cleaning.
- (12) Non-industrial waste sources that may be significant, such as worker trash and portable toilets.
- (13) Loading and unloading operations.
- (14) Other areas or procedures where spills could occur.

The SWMP Administrator shall record the location of potential pollutants on the site map, if applicable. Descriptions of the potential pollutants shall be added to the SWMP.

Prior to construction the Contractor shall submit a Spill Response Plan for any petroleum products, chemicals, solvents, or other hazardous materials in use, or in storage, at the work site. See Section 208 for Spill Response Plan requirements. Work shall not be started until the plan has been submitted to and approved by the Engineer.

On site above ground bulk storage containers with a cumulative storage shell capacity greater than 1,320 U.S. gallons, or storage containers having a “reasonable expectation of an oil discharge” to State waters, are subject to the Spill Prevention, Control and Countermeasure Plan (SPCC) Rule. Oil of any type and in any form is covered, including, but not limited to petroleum; fuel oil; sludge; oil refuse; oil mixed with wastes other than dredged spoil. EPA Region 8 is responsible for administering and enforcing the SPCC plan requirements in Colorado. Prior to start of work, the Contractor shall submit a SPCC Form, if applicable, which has been approved by the EPA for the project.

The Contractor shall obtain a Construction Dewatering (CDW) permit from CDPHE anytime uncontaminated groundwater, including groundwater that is commingled with stormwater or surface water, is encountered during construction activities and the groundwater or commingled water needs to be discharged to State waters. If contaminated groundwater is encountered, a Remediation permit may be needed

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from CDPHE in accordance with Section 250.

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Water from dewatering operations shall not be directly discharged into any State waters, unless allowed by a permit. Water from dewatering shall not be discharged into a ditch unless:

1. Written permission is obtained from the owner of the ditch.
2. It is covered in the approved CDW or Remediation Permit that allows the discharge.
3. A copy of this approval is submitted to the Engineer. A copy of the Permit shall be submitted to the Engineer prior to dewatering operations commencing.

Construction Dewatering may be discharged to the ground on projects where CDPHE's Low Risk Guidance Document for Discharges of Uncontaminated Groundwater to Land are met. The conditions of this guidance are:

1. The source of the discharge is solely uncontaminated groundwater or uncontaminated groundwater combined with stormwater and does not contain pollutants in concentrations that exceed water quality standards for groundwater referenced above.
2. Discharges from vaults or similar structures shall not be contaminated. Potential sources of contamination include process materials used, stored, or conveyed in the structures, or introduced surface water runoff from outside environments that may contain oil, grease, and corrosives.
3. The groundwater discharge does not leave the project boundary limits where construction is occurring.
4. Land application is conducted at a rate and location that does not allow for any runoff into State waters or other drainage conveyance systems, including but not limited to streets, curb and gutter, inlets, borrow ditches, open channels, etc.
5. Land application is conducted at a rate that does not allow for any ponding of the groundwater on the surface, unless the ponding is a result of implementing control measures that are designed to reduce velocity flow. If the control measures used result in ponding, the land application shall be done in an area with a constructed containment, such as an excavation or berm area with no outfall. The constructed containment shall prevent the discharge of the

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ponding water offsite as runoff.

6. A visible sheen is not evident in the discharge.
7. Control measures are implemented to prevent any sediment deposited during land application from being transported by stormwater runoff to surface waters or other conveyances.
8. All control measures used shall be selected, installed, implemented, and maintained according to good engineering, hydrologic, and pollution control practices. The selected control measures shall provide control for all potential pollutant sources associated with the discharge of uncontaminated groundwater to land. The discharge shall be routed in such a way that it will not cause erosion to land surface. Energy dissipation devices designed to protect downstream areas from erosion by reducing the velocity of flow (such as hose attachments, sediment and erosion controls) shall be used when necessary to prevent erosion.

All dewatering operations shall be recorded in the SWMP as follows:

1. The source is identified in the SWMP and updated by the Contractor.
2. The SWMP describes and locates the practices implemented at the site to control stormwater pollution from the dewatering of groundwater or stormwater.
3. The SWMP describes and locates the practices to be used that will ensure that no groundwater from construction dewatering is discharged from the LOC as surface runoff or to surface waters or storm sewers.
4. Groundwater and groundwater combined with stormwater do not contain pollutants in concentrations exceeding the State groundwater standards in Regulations 5 CCR 1002-41 and 42.

If surface waters are diverted around a construction area and no pollutants are introduced during the diversion, a CDW Permit is not required. If the diverted water enters the construction area and contacts pollutant sources (e.g., disturbed soil, concrete washout, etc.), the Contractor shall obtain a CDW permit for the discharge of this water to State waters or to the ground.

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Water Quality Control
(Under One Acre of Disturbance)**

At least 15 days prior to commencing dredging or fill operations in a watercourse, the Contractor shall provide written notification to owners or operators of domestic or public water supply intakes or diversion facilities, if these facilities are within 20 miles downstream from the dredging or fill operations. Notification shall also be given to Owners or operators of other intakes or diversions that are located within five miles downstream from the site of the project. Identities of downstream owners and operators can be obtained from Colorado Division of Water Resources, Office of the State Engineer.

Temporary fill into wetlands or streams shall not be allowed, except as specified in the Contract and permits. If such work is allowed, upon completion of the work all temporary fills shall be removed in their entirety and disposed of in an upland location outside of flood plains unless otherwise specified in the Contract.

Construction operations in waters of the United States as defined in 33 CFR Part 328.3, including wetlands, shall be restricted to areas and activities authorized by the U.S. Army Corps of Engineers as shown in the Contract. Fording waters shall be allowed only as authorized by the U.S. Army Corps of Engineers 404 Permit. Wetland areas outside of the permitted limits of disturbance shall not be used for storage, parking, waste disposal, access, borrow material, or any other construction support activity.

Pollutant byproducts of highway construction, such as concrete, asphalt, solids, sludges, pollutants removed in the course of treatment of wastewater, excavation or excess fill material, and material from sediment traps shall be handled, stockpiled, and disposed of in a manner that prevents entry into State waters, including wetlands. Removal of concrete waste and washout water from mixer trucks, concrete finishing tools, concrete saw, and all concrete material removed in the course of construction operations or cleaning shall be performed in a manner that prevents waste material from entering State waters and shall not leave the site as surface runoff. A minimum of ten days prior to the start of the construction activity, the Contractor shall submit in writing a Method Statement for Containing Pollutant Byproducts to the Engineer for approval.

The use of chemicals such as soil stabilizers, dust palliatives, herbicides, growth inhibitors, fertilizers, deicing salts, etc., shall be in accordance with the manufacturer's recommended application rates, frequency, and instructions.

All materials stored on-site shall be stored in a neat, orderly manner, in their original containers, with the original manufacturer's label. Materials shall not be stored in a location where they may be carried into State waters at any time.

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Spill prevention and containment measures conforming to Section 208 shall be used at storage, and equipment fueling and servicing areas to prevent the pollution of any State waters, including wetlands. All spills shall be cleaned up immediately after discovery, or contained until appropriate cleanup methods can be employed. Manufacturer's recommended methods for spill cleanup shall be followed, along with proper disposal methods. When required by the Colorado Water Quality Control Act, Regulation 5 CCR 1002-61, spills shall be reported to the Engineer and CDPHE in writing.

The Contractor shall prevent construction activities from causing grass or brush fires.

The construction activities shall not impair Indian tribal rights, including, but not limited to, water rights, and treaty fishing and hunting rights.

Prior to start of work, the Contractor shall certify in writing to the Engineer that construction equipment has been cleaned prior to initial site arrival. Vehicles and equipment shall be free of soil and debris capable of transporting noxious weed seeds or invasive species onto the site. Additional equipment required for construction shall also be certified prior to being brought onto the project site.

Vehicles which have been certified by the Contractor as having been cleaned prior to arrival on site may be cleaned on site at an approved area where wash water can be properly contained. Vehicles leaving and reentering the project site shall be recertified.

At the end of each day the Contractor shall collect all trash and dispose of it in appropriate containers.

All construction site wastes shall be properly managed to prevent potential pollution of State waters. Construction waste that is considered a pollutant or contaminant shall be collected and disposed of in appropriate containers. This material may be stockpiled on the project when it is contained or protected by an appropriate control measure.

Discharges from the project area shall not cause, have the reasonable potential to cause, or measurably contribute to an exceedance of any applicable water quality standard, including narrative standards for water quality.

Stormwater Construction Permit. A Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) is not required for this project. A CDPS-SCP will be obtained from CDPHE, if any of the following activities apply:

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- (1) Construction sites that will disturb one acre or more; or
- (2) Construction sites that are part of a common plan of development or sale; or
- (3) It is specified in the contract; or

Stormwater discharges that are designated by the division as needing a stormwater permit because the discharge:

- 1. Contributes to a violation of a water quality standard; or
- 2. is a significant contributor of pollutants to State waters.

Dewatering, erosion control for dewatering, and disposal of water resulting from dewatering operations, including all costs for permits, will not be measured and paid for separately, but shall be included in the work.

The Contractor shall be liable for any penalty (including monetary fines) applied to the Department caused by the Contractor's noncompliance with any water quality permit or certification. Monetary fines shall be deducted from any money due to the Contractor. If the monetary fine is in excess of all the money due to the Contractor, then the Contractor shall pay to the Department the amount of such excess.

The Contractor shall not receive additional compensation, or time extensions, for any disruption of work or loss of time caused by any actions brought against the Contractor for failure to comply with good Engineering, hydrologic and pollution control practices.

If a spill occurs as a direct result of the Contractor's actions or negligence, the cleanup of such spill shall be performed by the Contractor at the Contractor's expense.

Areas exposed to erosion by fire resulting from the Contractor's operations shall be stabilized in accordance with Section 208 by the Contractor, at the Contractor's expense.

Revision of Section 207 Topsoil

Delete Section 207 of the Standard Specifications for this project and replace it with the following:

Description

207.01 This work consists of salvaging topsoil from onsite locations, stockpiling, maintaining, and preparing the subsoils for the placement of the topsoil at locations shown on the plans. It also includes creating seeding media by amending subsoils, and importing offsite topsoil when shown on the plans.

Substitutions from this specification will not be allowed unless submitted in writing to the Engineer and approved by the Region or Headquarters Landscape Architect.

Materials

207.02 General. Topsoil shall be salvaged onsite, imported, or produced as shown on the plans. Topsoil shall be free of refuse and litter along with noxious weed seed and reproductive plant parts, as listed in current State of Colorado A and B Noxious Weed List and local agency weed lists. Topsoil shall not include heavy clay, hard clods, toxic substances, pathogens, or other material, which would be detrimental to growing native vegetation. All required amendments shall be thoroughly incorporated to parent material, onsite. All amendments shall conform to Section 212. Topsoil and parent material shall be free of clods, sticks, stones, debris, concrete, and asphalt in excess of 4 inches in any dimension for all material used within the designed clear zone for the project. Topsoil outside of the clear zone may contain rock larger than 4 inches in any dimension. For slopes with no structures being used to protect areas from falling rocks the Contractor shall remove or secure any rocks deemed unstable and could pose a safety hazard.

Topsoil shall be generated from one or more of the following as shown on the plans:

- (a) *Topsoil (Onsite).* Topsoil shall consist of the upper 6-inch layer of the A horizon, as defined by the Soil Science Society of America, or at the depths and locations shown on the Stormwater Management Plan (SWMP). It shall consist of loose friable soil, salvaged from onsite and stockpiled or windrowed. Litter and duff (layer of partially decomposed plant material) shall be collected as part of the salvaging of topsoil unless specified to be removed and hauled offsite on the plans.
- (b) *Topsoil (Wetland).* Wetland topsoil shall consist of moist, organic soil obtained from delineated wetlands, including any existing wetland vegetation and seeds. Wetland topsoil shall be extracted from the project site at locations shown on the plans or as directed, to a minimum depth of 12 inches or at the depths as shown on the plans.

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- (c) *Seeding Media*. Seeding Media shall consist of one or all of the following approved materials: sub-soil, overburden, or material generated from rock. Contractor shall select onsite or offsite locations to generate material that meet the requirements of Table 207-1. The Contractor shall provide a Certified Test Report (CTR) in accordance with subsection 106.13, excluding lot, heat, and batch confirming that the excavated material conforms to Table 207-1.
- (d) *Topsoil (Offsite)*. The Contractor shall submit a CTR for Topsoil (Offsite) for approval a minimum of 60 days prior to import in accordance with subsection 106.13. The Contractor shall include with the CTR a complete Soil Nutrient Analysis for the properties listed in Table 207-2 from an independent laboratory that participates in the National Association for Proficiency Testing (NAPT). If topsoil nutrient analysis is deficient, an Amendment Protocol shall be submitted by the Contractor for approval. The Amendment Protocol shall contain a complete list of amendments and associated quantities to produce topsoil that conforms to Table 207-2.

The Contractor shall submit a Certificate of Compliance (COC) for Topsoil (Offsite) for approval a minimum of 60 days prior to import that the source has controlled noxious weeds in accordance with the State of Colorado Noxious Weed Act 35-5.5-115.

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**Table 207-1
Physical Properties of Seeding Media**

Property	Range	Test
Soil pH (s.u.)	5.6 - 7.5	ASA Mono. #9, Part 2, Method 10-3.2 or TMECC 04.11-A
Soil Electrical Conductivity (EC) (mmhos/cm or ds/m)	< 5.0	ASA Mono. #9, Part 2, Method 10-3.3
Soil SAR (s.u.)	0 - 10	ASA Mono. #9, Part 2, Method 10-3.4
Rock Content (%)	≤ 25	USDA NRCS Rock Fragment Modifier Usage
Trace Contaminants (Arsenic, Cadmium, Copper, Mercury, Selenium, Zinc, Nickel, and Lead)	Meets US EPA, 40 CFR 503 Regulations	TMECC 04.06 or EPA6020/ASA (American Society of Agronomy)
Rock Content (%) greater than 3" diameter	≤ 25	USDA NRCS Rock Fragment Modifier Usage
USDA Soil Texture	No more than 70% clay, silt, and sand by percentage volume of topsoil.	ASA Monograph #9, Part 1, Method 15-4 or ASA 1 43-5
All Particle Sizes	< 6 Inches	
Physical contaminants (man-made inerts) (%)	< 1	TMECC 03.08-C
C:N ratio	<20	TMECC 05.02-A
* Fines % when manufacturing material from rock	>25% material passing through #4 sieve	ASTM D6913

Amendments to the base imported material shall have the quantities of material verified onsite prior to incorporation into parent material, either at the stockpiles or after placement of parent material. Topsoil amended at the stockpiles shall be distributed to the site within seven days. * Substitute this requirement for USDA Soil Texture requirement when project are approved to use material manufactured from native rock material on site.

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**Table 207-2
Topsoil (Offsite) Properties**

Property	Range	Test Methods
Soil pH (s.u)	5.6 - 7.5	ASA Mono. #9, Part 2, Method 10-3.2 or TMECC 04.11-A
Salt by Electrical Conductivity (EC) (mmhos/cm or ds/m)	< 2.0	ASA Mono. #9, Part 2, Method 10-3.3
Soil SAR (s.u.)	0 - 10	ASA Mono. #9, Part 2, Method 10-3.4
Soil OM (%)	3 - 5	Methods of Soil Analysis, Part 3, Method 34
Soil N (NO ₃ -n, ppm)	≥ 20.0	Methods of Soil Analysis, Part 3. Chemical Methods. Ch. 38 Nitrogen - Inorganic Forms
Soil P (ppm)	≥ 13.0	ASA Mono. #9, Part 2, Method 24-5.4 or others as required based on soil pH
Soil K (ppm)	≥ 80	ASA Mono. #9, Part 2, Method 13-3.5
Rock Content (%) greater than 3" diameter	≤ 25	USDA NRCS Rock Fragment Modifier Usage
Bioassay (seedling emergence and relative vigor)	> 80% of control	TMECC 05.05-A or Approved Germination Test
Soil Texture	No more than 70% clay, silt and sand by percentage volume of topsoil	ASA Mono. #9, Part 1, Method 15-4
Physical contaminants (man-made inerts) (%)	< 1	TMECC 03.08-C
Trace Contaminants (Arsenic, Cadmium, Copper, Mercury, Selenium, Zinc, Nickel, and Lead)	Meets US EPA, 40 CFR 503 Regulations	TMECC 04.06 or EPA6020/ASA (American Society of Agronomy)
All Particle Sizes	< 6 Inches	
C:N ratio	<20	TMECC 05.02-A

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The Contractor shall utilize a rod penetrometer for determining subgrade soil preparation and determining looseness of soil after ripping. The penetrometer shall have a psi pressure gage, and shall meet the following requirements:

- (1) Steel rod with a minimum diameter of $\frac{1}{2}$ inch with graduations (tick marks) every 6 inches.
- (2) The rod shall be made of stainless steel or other metal that will not bend when weight is applied.
- (3) The end of the rod shall have a 30-degree cone tip.
- (4) The diameter of the cone at its tip shall be no more than 0.1 inch.
- (5) The top of the rod shall be a T-handled configuration.

CONSTRUCTION REQUIREMENTS

207.03 Site Pre-vegetation Conference. Prior to the start of the initial Subgrade Soil Preparation for the project, the Contractor shall request a Site Pre-vegetation Conference. The Engineer will set up the conference and will include: the Engineer or designated representative, the Superintendent or designated representative, the sub-contractor(s) performing the subgrade soil preparation and soil amendments, and the CDOT Landscape Architect representing the Region. Only one meeting is required for the project unless a new sub-contractor is brought on that did not attend the previous meeting.

The Agenda of the Pre-vegetation Conference can be found in Appendix A of the Construction Manual and includes the following:

- (1) Final review of the Topsoil (Offsite) Amendment Protocol
- (2) Review of the Method Statement detailing the equipment which will be used for the subgrade soil preparation operations
- (3) Review of rod penetrometer which will be used to determine subgrade soil preparation of topsoil
- (4) Permanent Stabilization Phasing Plan (identify strategies and site management measures to protect de-compacted, topsoil amended, seeded, and blanketed areas from foot, vehicle loads, and other disturbances).
- (5) Seeding. See subsection 212.03 for submittal requirements.
- (6) Meeting attendee sign-in log

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207.04 Topsoil Stockpiling. Stockpiles of topsoil shall be created as shown on the plans or as approved by the Engineer. All Stockpiles of topsoil which are scheduled to remain in place for 14 days or more shall receive interim stabilization in accordance with subsection 208.04. All topsoil stockpiles shall be identified using white pin flags with "TOPSOIL" printed in black letters and shall have their locations shown on the SWMP Plans. Each individual stockpile shall require at least one flag, and one additional flag for each 10 cubic yards of salvaged topsoil. The contractor shall provide only perimeter flags for stockpile larger than 100 cubic yards with a minimum spacing of 25 feet.

Topsoil may be placed in stockpiles or windrowed at the edge of the disturbance. Windrowed topsoil shall not be used as perimeter erosion control or extensively compacted. When topsoil is windrowed, all stockpile requirements still apply.

(1) Upland Topsoil. If included on the plans, stockpiles shall be treated with herbicide, in accordance with Section 217, or as directed.

(2) Wetland Topsoil. Wetland stockpiles shall not be treated with herbicide. Weeds shall be hand pulled.

Wetland topsoil shall be placed within 24 hours from excavation, unless otherwise approved by the Engineer. Wetland topsoil shall not be stockpiled for more than six months.

207.05 Subgrade Soil Preparation. Before placement of topsoil, the subgrade shall be ripped to a minimum depth of 14 inches. Subgrade shall be mostly dry and friable. Subgrade shall crumble without sticking together, yet not be so dry and hard that it does not break apart easily.

Underground utilities shall be located prior to soil preparation.

Subgrade soil preparation equipment shall meet the requirements for either winged tip or parabolic shanks. Operation shall be performed to fracture the soil uniformly without lifting or furrowing the surface excessively. The Contractor shall submit a method statement for subgrade soil preparation other equipment will be considered.

1. Winged tip shanks (dozer equipment) shall be a minimum of 6 inches wide and have 2 inches of vertical profile change on the blade with a 40 - 60-degree sweep angle.

The Contractor shall calibrate the subgrade soil preparation equipment using a minimum 30 linear feet of the initial pass. The Contractor shall utilize the rod penetrometer to verify that that de-compaction was successfully done. The Contractor shall take penetration measurements every 6 inches across a transect perpendicular to the direction of the tractor and spanning the width of the subgrade soil preparation. Depths of penetration shall confirm that a minimum of 12 inches can be achieved without reaching 300 psi on the rod penetrometer pressure gage (approximately 30 pounds of pressure on the T-handle).

Existing subgrade shall be de-compacted to a depth of 14 inches. If multiple passes are needed, the subsequent passes shall be positioned so that the ripping equipment (subsoilers)

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from the previous pass are split by the subsequent pass. Following ripping, the Contractor shall remove all sticks, stones, debris, clods, and all other substances greater than 6 inches in diameter. The Contractor shall restrict motorized vehicle and foot traffic from passing over the ripped area since this would recompact the areas that received subgrade soil preparation.

The first 4 feet from the edge of pavement shall be ripped to a depth of 6 inches. If the project is going to use aggregate base course or recycled asphalt as a shouldering technique, those areas will not require subgrade soil preparation. Depth of soil ripping for the subgrade soil preparation shall be checked with the rod penetrometer.

The Contractor shall verify adequate de-compaction of the entire area to have topsoil placed using a rod penetrometer in the presence of the Engineer. Tests shall be performed at a minimum of ten random locations per each acre as selected by the Engineer. The Test shall verify that a depth of 12 inches of penetration into the soil can be achieved without reaching 300 psi on the rod penetrometer pressure gage (approximately 30 pounds of pressure on the T-handle). If this depth cannot be achieved for 80 percent of the penetrations, the Contractor shall re-rip the area at no additional cost to the Department.

207.06 Placement of Topsoil and Seeding Media. Topsoil and Seeding Media shall be hauled and placed at the locations disturbed and will be re-vegetated or as shown on the plans. The contractor shall place a minimum thickness of 6 inches and should only be handled when it is dry enough to work without damaging soil structure. Topsoil and Seeding Media shall be placed a minimum depth of twelve (12) inches when placed over riprap as required on the plans. No Topsoil or Seeding Media shall be placed below ordinary high water mark except as otherwise specified in bio-stabilization bank treatments.

Salvaged topsoil placement deeper than 6 inches is allowed if additional approved material is on-site.

Contractor shall place topsoil in a method that does not re-compact subgrade material using low ground-contact pressure equipment, or by excavators and/or backhoes operating adjacent to it.

The final grade shall be free of all materials greater than 4 inches in diameter within the designed clear zone for the project. Equipment not required for revegetation work will not be permitted in the areas of placed topsoil.

Soil amendments, seedbed preparation, and permanent stabilization mulching shall be accomplished within four working days of placing the topsoil on the de-compacted civil subgrades. If placed topsoil is not mulched with permanent stabilization mulch within four working days, the Contractor shall complete interim stabilization methods in accordance with subsection 208.04(e), at no additional cost to the Department. Time to perform the work may be extended for delays due to weather.

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Method of Measurement

207.07 Topsoil material will be measured by the actual number of cubic yards of topsoil placed and accepted.

Subgrade soil preparation will be measured by the square yards of subgrade which is ripped and accepted for adequate de-compaction.

Basis of Payment

207.08 The accepted quantities measured will be paid for at the Contract unit price for each of the pay items listed below that appear in the bid schedule.

Payment will be made under:

Pay Item	Pay Unit
Topsoil (Onsite)	Cubic Yard
Seeding Media	Cubic Yard
Topsoil (Offsite)	Cubic Yard
Topsoil (Wetland)	Cubic Yard
Subgrade Soil Preparation	Square Yard

Amendments for Topsoil (Onsite) and Seeding Media will be measured and paid for in accordance with Section 212.

Amendments for Topsoil (Offsite) will not be measured and paid for separately, but shall be included in the work.

Noxious Weed Management will be measured and paid for in accordance with Section 217.

Stockpiling or windrowing of topsoil will not be measured and paid for separately, but shall be included in the work.

Testing of Seeding Media and Topsoil (Offsite) will not be measured and paid for separately but shall be included in the work.

Rod penetrometer and associated verification testing of random locations will not be measured and paid for separately, but shall be included in the work.

The Site Pre-vegetation Conference will not be paid for separately, but shall be included in the work.

Additional passes with the ripping equipment to achieve the desired de-compaction will not be measured and paid for separately, but shall be included in the work.

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Removing of clods, sticks, stones, debris, concrete, and asphalt in excess of 4 inches in any dimension for all topsoil and Seeding Media used within the designed clear zone for the project will not be measured and paid for separately, but shall be included in the work.

**Revision of Section 208
Erosion Control
(Under One Acre of Disturbance)**

Delete Section 208 of the Standard Specifications and replace it with the following:

Description

208.01 This work consists of constructing, installing, maintaining, and removing when required, control measures during the life of the Contract to prevent or minimize erosion, sedimentation, and pollution of any State waters as defined Section 101.

Stormwater runoff from all disturbed areas and soil storage areas for which permanent or interim stabilization is not implemented, must flow to at least one control measure to minimize sediment in the discharge. This shall be accomplished through filtering, settling, or straining. The control measure shall be selected, designed, installed, and adequately sized in accordance with good engineering, hydrologic, and pollution control practices. The control measures shall contain or filter flows in order to prevent the bypass of flows without treatment and shall be appropriate for stormwater runoff from disturbed areas and for the expected flow rate, duration, and flow conditions (i.e., sheet or concentrated flow).

The Contractor shall coordinate the construction of temporary control measures with the construction of permanent control measures to assure economical, effective, and continuous erosion and sediment control throughout the construction period.

When a provision of Section 208 or an order by the Engineer requires that an action be immediate or taken immediately, it shall be understood that the Contractor shall at once begin affecting completion of the action and pursue it to completion in a manner acceptable to the Engineer.

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Materials

208.02 Erosion control materials are subject to acceptance in accordance with Section 106. Erosion control materials shall be subject to the following approval process:

Material	Approval Process	Notes:
Erosion Bales (Weed Free)	COC	The Contractor shall provide a transit certificate number or a copy of the transit certificate as supplied from the producer.
Silt Fence	COC	
Silt Berm	APL	
Erosion Log (Type 1, Type 2, and Type 3)	COC	
Silt Dikes	COC	
Pre-fabricated Concrete Washout Structures (above ground)	APL	
Pre-fabricated Vehicle Tracking Pad	APL	
Aggregate Bag	COC	
Storm Drain Inlet Protection (Type I, II, and III)	APL	

COC = Certificate of Compliance; APL= Approved Product List

The material for control measures shall conform to the following:

- (a) *Erosion Bales.* Material for erosion bales shall consist of Certified Weed Free hay or straw. The hay or straw shall be certified under the Colorado Department of Agriculture Weed Free Forage Certification Program and inspected as regulated by the Weed Free Forage Act, Title 35, Article 27.5, CRS. Each certified weed free erosion bale shall be identified by blue and orange twine binding the bales.

The Contractor shall not place certified weed free erosion bales or remove their identifying twine until the Engineer has inspected them.

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The Contractor may obtain a current list of Colorado Weed Free Forage Crop Producers who have completed certification by contacting the:

Colorado Department of Agriculture, Weed Free Forage Program,
305 Interlocken Pkwy, Broomfield, CO 80021

Contact the Weed Free Forage Coordinator at (303) 869-9038. Also available at www.colorado.gov/ag/csd.

Bales shall be approximately 5 cubic feet of material and weigh at least 35 pounds. Stakes shall be wood and shall be 1.5 inch by 1.5 inch by 30 inch actual.

- (b) *Silt Fence*. Silt fence posts shall be wood with a minimum length of 46 inches. Wood posts shall be 1.5-inch width by 1.5-inch thickness actual dimensions with 1/8-inch tolerance. Geotextile shall be attached to wood posts with three or more staples per post.

Silt fence geotextile shall conform to the following requirements:

Physical Requirements for Silt Fence Geotextiles

Property	Wire Fence Supported Requirements	Self-Supported Requirements Geotextile Elongation <50%	Test Method
Grab Strength, lbs.	90 minimum	124 minimum	ASTM D4632
Permittivity sec-1	0.05	0.05	ASTM D4491
Ultraviolet Stability	Minimum 70% Strength Retained	Minimum 70% Strength Retained	ASTM D4355

Silt Fence (Reinforced). Silt fence posts shall be metal "studded tee" T-post with a minimum length of 66 inches. Metal posts shall be "studded tee" with 0.095-inch minimum wall thickness. Wire fabric reinforcement for the silt fence geotextile shall be a minimum of 14 gauge with a maximum mesh spacing of 6 inches. Geotextile shall be attached to welded wire fabric with ties or nylon cable ties at 12 inches on center at top, middle and bottom wire. Welded wire fabric shall be

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attached to the post with a minimum three 12-gauge wire ties per post. Vinyl or rubber safety caps shall be installed on all T-post.

- (c) *Temporary Berms.* Temporary berms shall be constructed out of compacted embankment (subsoil) and not out of salvaged topsoil.
- (d) *Temporary Slope Drains.* Temporary slope drains shall consist of fiber mats, plastic sheets, stone, concrete or asphalt gutters, half round pipe, metal or plastic pipe, wood flume, flexible rubber, or other materials suitable to carry accumulated water down the slopes. Outlet protection riprap shall conform to Section 506. Erosion control geotextile shall be a minimum Class 2, conforming to Section 712.
- (e) *Silt Berm.* Silt berm shall consist of permeable multi-use material consisting of ultraviolet (UV) stabilized high-density polyethylene or other approved material effective in reducing water velocity. Designed and tested system shall be installed on a Turf Reinforcement Mat or Soil Retention Blanket in accordance with Section 216. The segment shall be secured to the ground with either metal or wood stakes. Minimum requirements for securing stakes shall be in accordance with the plans. Dimensions of individual segments shall meet the following criteria:

Width	Height	Weight	Percent Open Area
6 - 11 inches	6 - 10 inches	> 0.25 lbs./sq. ft.	20 - 50%

- (f) *Rock Check Dam.* Rock Check dams shall be constructed of stone. Stone shall meet the requirements of Section 506.
- (g) *Sediment Trap.* In constructing an excavated sediment trap, excavated soil may be used to construct the dam embankment, provided the soil meets the requirements of Section 203. Outlet protection riprap shall be the size specified in the Contract and shall conform to Section 506. Erosion control geotextile shall be a minimum Class 1, conforming to Section 712.
- (h) *Erosion Logs.* Erosion logs shall be one of the following types unless otherwise shown on the plans:

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- (1) Erosion Log (Type 1) shall consist of cylinder casings filled with curled aspen wood excelsior with a consistent width of fibers evenly distributed throughout the log. The casing shall be seamless, photo-degradable tube netting. The curled aspen wood excelsior shall be fungus free, resin free, and free of growth or germination inhibiting substances.
- (2) Erosion Log (Type 2) shall consist of cylinder casings filled with Erosion Log (Type 2) Compost in accordance with Section 212. The compost-wood chip blend may be pneumatically shot into a geotextile cylindrical casing or be pre-manufactured. The geotextile casing shall consist of high density polyethylene (HDPE) or polypropylene mesh (knitted, not extruded) with openings of $\frac{1}{8}$ to $\frac{3}{8}$ inch and contain the compost-wood chip material while not limiting water infiltration.
- (3) Erosion Log (Type 3) shall consist of cylinder casings filled with curled aspen wood excelsior with a consistent width of fibers evenly distributed throughout the log. The casing shall be seamless, 100 percent natural fiber cylinder netting (compostable) and shall have minimum dimensions as shown in Table 208-1, based on the diameter of the log shown on the plans. Netting shall be a woven cotton or cellulose base mesh that has an approval to compost certification with a maximum mesh size of 0.075 inches and index values as shown in Table 208-2. The curled aspen wood excelsior shall be fungus free, resin free, and free of growth or germination inhibiting substances.

Natural compostable fiber netting shall not contain any synthetic material woven into the netting such as polypropylene, nylon, polyethylene, or polyester dyes. Oxo-degradable or oxo-biodegradable petrochemical-based fiber shall not be part of the netting material. Burlap netting material shall not be used for Erosion Log (Type 3).

Erosion Log (Type 1, Type 2, and Type 3) shall have minimum dimensions as shown in Table 208-1, based on the specified diameter of the log.

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**Table 208-1
Dimensions of Erosion Logs**

Diameter Type 1 & 3 (Inches)	Diameter Type 2 (Inches)	Min. Length (ft)	Max. Length (ft)	Weight (minimum) (pounds/foot)	Stake Dimensions (Inches)
9	8	10	180	1.6	3/4 thickness by 3/4 width by 18 long
12	12	10	180	2.5	1.5 thickness by 1.25 width by 24 long
20	18	10	100	4.0	1.5 thickness by 1.25 width by 30 long

Wood stake acceptable tolerance +/- 1/8 inch.

**Table 208-2
Index Values for Natural Fiber Netting**

Property	Requirement	Test Method
Fabric Tensile Strength	>70 lbs.	ASTM D3822
Biodegradable	100%	ASTM D5988
Mesh Pattern	Rib	

Stakes to secure erosion logs shall consist of pinewood or hardwood.

- (i) *Silt Dikes*. Silt dikes shall be pre-manufactured flexible sediment barrier that will fully rebound when driven over by heavy equipment. Material shall consist of outer geotextile fabric covering closed cell urethane or polyethylene foam core. The geotextile fabric aprons shall extend beyond the foam core a minimum of 8 inches on both sides.

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**Table 208-3
Geotextile Requirements**

Property	Requirement	Test Method
Water Flow Rate	100-150 gallons per minute/square foot	ASTM D4491
Grab Breaking Load	200 lbs. minimum in each direction	ASTM D4632
Ultraviolet Degradation	70% of original unexposed grab breaking load after 500 hours	ASTM D4595

Each silt dike segment shall have the following dimensions:

Dimension	Length
Vertical height after installation	>5 inches
Geotextile sleeve section to interlock segments	>8 inches

Silt dike segments shall be anchored down using the minimum requirements shown in Table 208-4.

**Table 208-4
Silt Dike Segment Requirements**

Surface	Nail	Washers
Soil Surface	Installed in 4 inch deep trench with 6 inch nails no more than 4 feet O.C. (on center)	1 inch washers
Hard Surface	1 inch concrete nails no more than 4 feet O.C.	1 inch washers and solvent-free adhesive

- (j) *Concrete Washout Structure.* The Contractor shall construct a washout structure that will contain washout from concrete placement, construction equipment cleaning operations, and residue from cutting, coring, grinding, grooving, and hydro-concrete demolition. Embankment required for the concrete washout structure may be excavated material, provided that this material meets the requirements of Section 203 for embankment. If the bottom of the excavated structure is within 5 feet of anticipated high ground water elevation or the soil

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does not have adequate buffering capacity to meet water quality standards, an impermeable synthetic liner shall be installed with the minimum properties shown in Table 208-5.

Table 208-5
Impermeable Synthetic Liner Requirements

Tested Property	Test Method	Units	Value
Thickness	ASTM D5199	mil	>30 +/- 1.5
Tear Strength	ASTM D1004	lbs.	>8
Low Temperature Impact	ASTM D1790	°F	Pass at -20

(k) *Pre-Fabricated Concrete Washout Structure.* Pre-Fabricated Concrete Washout Structures shall be one of the following types unless otherwise shown on the plans:

- (1) Pre-Fabricated Concrete Washout Structure (Type 1). Type 1 portable bins shall be used only when specified in the Contract. It shall consist of a watertight multi-use container designed to contain liquid concrete washout wastewater, solid residual concrete waste from washout operations, and residue from saw cutting, coring, grinding, grooving, and hydro-concrete demolition. Minimum capacity including freeboard shall be 440 gallons.
- (2) Pre-Fabricated Concrete Washout Structure (Type 2). Type 2 portable bins shall be used only when specified in the Contract. It shall consist of a watertight one-time use container designed to contain liquid concrete washout wastewater, solid residual concrete waste from washout operations, and residue from saw cutting, coring, grinding, grooving, and hydro-concrete demolition. The structure shall have a system to secure to the ground. Minimum capacity including freeboard shall be 50 gallons.

(l) *Vehicle Tracking Pad (VTP).* Aggregate for the vehicle tracking pad shall be crushed natural aggregate with at least two fractured faces that meets the following gradation requirements:

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Sieve size	Percent by weight Passing Square Mesh Sieves
75 mm (3 inch)	100
50 mm (2 inch)	0 to 25
19.0 mm (3/4 inch)	0 to 15

Recycled crushed concrete or asphalt shall not be used for vehicle tracking pads.

Erosion control geotextile shall be a minimum Class 2, conforming to Section 712.

Pre-Fabricated or manufactured vehicle tracking pads shall only be used if specified in the Contract. Multi-use pads shall consist of industrial grade materials and shall be designed to minimize sediment leaving the project.

Minimum dimensions of the modular systems shall be:

Width	Length of pad
12 feet	35 feet

To accommodate construction traffic turning radii between the tracking pad and a stabilized surface, additional flared sections of approved pads or aggregate in accordance with this specification shall be used at no additional cost to CDOT.

Weight (min.) (lbs./sq. ft.)	Crush strength (min.) (psi)
8	400

A thin layer of stone, geotextile, or other stable surface may be required to stop rutting under the pad or area where the vehicles mount or dismount the manufactured trackout control device.

- (m) *Aggregate Bag.* Aggregate bags shall consist of crushed stone or recycled rubber filled fabric with the following properties:

Diameter (inches)	Weight (minimum) (pounds per foot)
6-8	6

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Diameter (inches)	Weight (minimum) (pounds per foot)
10	10
12	15

Rubber used in bags shall be clean, 95 percent free of metal and particulates.

Crushed stone contained in the aggregate bags shall conform to Table 703-1 for Coarse Aggregate No. 6.

The aggregate bag shall consist of a woven geotextile fabric with the following properties:

Property	Requirement	Test Method
Grab Tensile Strength	90 lbs. min.	ASTM D4632
Trapezoid Tear Strength	25 lbs. min.	ASTM D4533
Mullen Burst	300 psi	ASTM D3786
Ultraviolet Resistance	70%	ASTM D4355

(n) *Storm Drain Inlet Protection.* Storm drain inlet protection shall consist of aggregate filled fabric with the following dimensions:

Storm Drain Inlet Protection Properties	Protection Type I*	Protection Type II#	Protection Type III ◄
Diameter	4 in.	4 in.	N/A
Minimum Section Length	7 ft.	5 ft.	5 ft.
Apron Insert	---	30 in. or sized to grate	30 in or sized to grate

*Type I protection shall be used with Inlet Type R.

#Type II protection shall be used with Combination Inlet. Option A or B

◄ Type III protection shall be used with Vane Grate Inlet only. Option A or B

Note: Options A and B are shown on Standard Plan M-208-1.

The Storm Drain Inlet Protection (Type I, II and III) shall consist of a woven

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geotextile fabric with the following properties:

Property	Test Method	Unit	Requirement
Grab tensile strength	ASTM D4632	lbs.	minimum 150X200
Mullen Burst Strength	ASTM D3786	lbs.	400
Trapezoid Tear Strength	ASTM D4533	lbs.	minimum 60X60
Percent Open Area	COE-22125-86	%	≥20
Water Flow Rate	ASTM D4491	gal./min./sq. ft.	≥100
Ultraviolet Resistance	ASTM D4355	%	≥70

Curb roll for Storm Drain Inlet Protection (Type I and II) shall have a weight >4 pounds per linear foot of device. The device shall be capable of conforming to the shape of the curb. Aggregate contained in the storm drain inlet device shall consist of gravel or crushed stone conforming Table 703-1 for Coarse Aggregate No. 6.

CONSTRUCTION REQUIREMENTS

208.03 Project Review, Schedule, and Erosion Control Management. Prior to construction the Contractor shall implement control measures in accordance with the approved project schedule as described in this section.

At the Pre-Construction Conference, the attendees shall discuss the Stormwater Management Plan (SWMP), maintaining water quality standards, sensitive habitats on-site, wetlands, other vegetation to be protected, and the enforcement mechanisms for not meeting the requirements of this specification.

Prior to beginning construction, the Contractor shall evaluate the project site for storm water draining into or through the site. When such drainage is identified, control measures shall be used if possible to divert stormwater from running on-site and becoming contaminated with sediment or other pollutants. The diversion may be accomplished with a temporary pipe or other conveyance to prevent water

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contamination or contact with pollutants. Run-on water that cannot be diverted shall be treated as construction runoff and adequate control measures shall be employed.

The SWMP Administrator shall evaluate all non-stormwater coming onto the site, such as springs, seeps, and landscape irrigation return flow. If such flow is identified, control measures shall be used to protect off-site water from becoming contaminated with sediment or other pollutants.

The SWMP Administrator shall review existing inlets and culverts to determine if inlet protection is needed due to water flow patterns. Prior to beginning construction, inlets and culverts needing protection shall be protected and the location of the implemented control measure added to the SWMP site map.

Prior to construction, the Contractor shall implement appropriate control measures for protection of wetlands, sensitive habitat, and existing vegetation from ground disturbance and other pollutant sources, in accordance with the approved project schedule as described in Section 208.

When additional control measures are required and approved by the Engineer, the Contractor shall implement the additional control measures and the SWMP Administrator shall record and describe them on the SWMP site map. The approved control measures will be measured and paid for in accordance with Section 208.

(a) Project Review. The Contractor shall submit modifications to the Contractor's control measures or SWMP in a written proposal to the Engineer. The written proposal shall include the following information:

- (1) Reasons for changing the control measures.
- (2) Diagrams showing details and locations of all proposed changes.
- (3) List of appropriate pay items indicating new and revised quantities.
- (4) Schedules for accomplishing all erosion and sediment control work.
- (5) Effects on certifications caused by the proposed changes.

The Engineer will approve or reject the written proposal in writing within seven days after receipt of the submittal. The Engineer may require additional control measures prior to approving the proposed modifications. Additional modifications and additional control measures will be paid for at the Contract Unit Price for the

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specific items involved. If no items exist, they will be paid for as extra work in accordance with Section 109.

- (b) *Erosion and Sediment Control Activities.* The erosion and sediment control activities shall be included in the weekly meeting update. The project schedule shall specifically indicate the sequence of clearing and grubbing, earthwork operations, and construction of temporary and permanent erosion control features and stabilization. The project schedule shall include erosion and sediment control work for haul roads, borrow pits, storage, asphalt or concrete batch sites, and all areas within the project limits. If during construction the Contractor proposes changes which would affect the Contract's control measures, the Contractor shall propose revised control measures to the Engineer for approval in writing. If necessary, the Contractor shall update proposed sequencing of major activities in the SWMP. Revisions shall not be implemented until the proposed measures have been approved in writing by the Engineer.
- (c) *Erosion Control Management (ECM).* Erosion Control Management for this project shall consist of SWMP Administration and Erosion Control Inspection. All ECM staff shall have working knowledge and experience in construction, and shall have successfully completed the Transportation Erosion Control Supervisory Certificate Training (TECS) as provided by the Department. The Superintendent may be permitted to serve in an ECM role, unless otherwise specified in the contract.
1. SWMP Administration. The SWMP shall be maintained by a SWMP Administrator. The name of the SWMP Administrator shall be recorded on the SWMP. The SWMP Administrator shall have full responsibility to maintain and update the SWMP and identify all critical action items needed to maintain water quality standards:
 - (1) Complete the SWMP as described in Section 208.
 - (2) Participate in the Pre-Construction Conference.
 - (3) Attend erosion and sediment control meetings.
 - (4) Implement necessary actions to reduce erosion or water quality problems, anticipated or presently existing, resulting from construction activities.
 - (5) Ensure that all labor, material, and equipment needed to install, maintain, and remove control measures are available as needed.

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- (6) During construction, the SWMP site map shall be updated to reflect current field conditions and include, at a minimum, the following if applicable:
- (i) Limits of Construction (LOC).
 - (ii) Areas of disturbance (AD), including areas of borrow and fill.
 - (iii) Limits of Disturbance (LDA).
 - (iv) Areas used for storage of construction materials, equipment, soils, or wastes.
 - (v) Location of dedicated asphalt, concrete batch plants, and masonry mixing stations.
 - (vi) Location of construction offices and staging areas.
 - (vii) Location of work access routes during construction.
 - (viii) Location of waste accumulation areas, including areas for liquid, concrete, masonry, and asphalt.
 - (ix) Location of temporary, interim and permanent stabilization.
 - (x) Location of outfalls.
 - (xi) Flow arrows that depict stormwater flow directions on-site and runoff direction.
 - (xii) Location of structural and non-structural control measures.
 - (xiii) Location of springs, streams, wetlands, and other State waters, including areas that require pre-existing vegetation be maintained within 50 horizontal feet of a receiving water, unless infeasible.
 - (xiv) Location of stream crossings located within the construction site boundary.
- (7) Start a new site map before the current one becomes illegible. All site

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maps shall remain as part of the SWMP.

- (8) Install control measures according to Standard Plans M-208-1, M-216-1, and M-615-1.
- (9) Record in the SWMP, the approved Method Statement for Containing Pollutant Byproducts.
- (10) Update the Potential Pollutants list in the SWMP and Spill Response Plan throughout construction.

2. Erosion Control Inspector (ECI).

The SWMP Administrator shall complete the duties of the ECI.

(1) ECI duties shall be as follows:

- (i) Inspect initial placement and adherence to approved SWMP and SWMP site plan control measures
- (ii) Assess the adequacy of control measures at the site to identify areas requiring new or modified control measures to minimize pollutant discharges.
- (iii) Identify all areas of concern that may impact water quality and, if necessary, implement corrective actions.
- (iv) Ensure all other agency Stormwater and inspection requirements are followed unless a waiver or other agreement has been made.

(2) The ECI shall immediately report to the Contractor and Engineer the following instances:

- (i) Noncompliance which may endanger health or the environment, regardless of the cause of the incident.
- (ii) Spills or discharges which exceeds any water quality standards.
- (iii) Upset conditions which cause an exceedance of any water quality standards.

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- (3) Document spills, leaks, or overflows that result in the discharge of pollutants. The ECI shall record the time and date, weather conditions, reasons for spill, and how it was remediated.

(d) *Documentation Available on the Project.* The following Contract documents and references shall be made available for reference at the CDOT field office during construction:

1. SWMP. The Engineer will provide an approved SWMP design (includes items (1) through (4) as listed below) at the Pre-construction Conference, which is and shall remain the property of CDOT. The following Contract documents and reports shall be included or kept maintained, (as applicable), and updated in the SWMP under the appropriate items by the SWMP Administrator:
 - (1) SWMP Plan Sheets - Notes, tabulation, site description, sequence of major activities, area of disturbance, existing soil data, existing vegetation percent cover, potential pollutant sources, receiving water, non-stormwater discharges and environmental impacts.
 - (2) SWMP Site Maps and Project Plan Title Sheet, if included in the original contract.
 - (3) Specifications - Standard and project special provisions related to stormwater and erosion control.
 - (4) Standard Plans M-208-1, M-216-1 and M-615-1.
 - (5) Control measure Details not in Standard Plan M-208-1 - project specific non-standard details.
 - (6) All Water Quality Audit Reports and Form 105(s) relating to Water Quality, if applicable.
 - (7) Spill Response Plan - Reports of reportable spills submitted to CDPHE.
 - (8) List and Evaluation of Potential Pollutants - List of potential pollutants as described in Section 107 and approved Method Statement for Containing Pollutant Byproducts.

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- (9) Other Correspondence including agreements with other Municipal Separate Storm Sewer System (MS4s), approved deferral request, CDPHE audit documentation.
- (10) TECS Certifications of the SWMP Administrator, kept current through the life of the project.
- (11) Pre-construction Conference - Conference agenda with a certification of understanding for maintaining water quality standards and SWMP. The certification shall be signed by all attendees. A certification shall also be signed by all attendees of meetings held for new subcontractors beginning work on the project that could adversely affect water quality after the Pre-construction Conference has been held, if applicable.
- (12) All Project Environmental Permits - All project environmental permits and associated applications and certifications, including, water quality standards, Senate Bill 40, USACE 404, temporary stream crossings, dewatering, biological opinions, and all other permits applicable to the project, including any separate permits obtained by the Contractor for staging area on private property, asphalt or concrete batch plant, etc.

The Engineer will incorporate the documents and reports available at the time of award. The Contractor shall provide and insert all other documents and reports as they become available during construction.

2. Reference Materials. The following Reference materials shall be used:

- (1) CDOT Erosion Control and Stormwater Quality Guide.
 - (2) CDOT Erosion Control and Stormwater Quality Field Guide.
- (e) *Weekly Meetings*: If applicable, the Contractor shall conduct a weekly meeting with the Engineer and subcontractors to discuss construction activities that could adversely affect water quality, including the following:
- (1) Unresolved issues from observations.
 - (2) Requirements of the SWMP.
 - (3) Problems that may have arisen in implementing the site specific SWMP or maintaining control measures.

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- (4) Control measures that are to be installed, removed, modified, or maintained, and associated SWMP modifications.
- (5) Planned activities that will affect stormwater in order to proactively phase control measures.

208.04 Control Measures for Stormwater. The SWMP Administrator shall modify the SWMP to clearly describe and locate all control measures implemented at the site to control potential sediment discharges.

Vehicle tracking pads shall be used at all vehicle and equipment exit points from the site to prevent sediment exiting the limits of construction (LOC) of the project site. Access shall be provided only at locations approved by the Engineer. The SWMP Administrator shall record vehicle tracking pad locations on the SWMP site map.

New inlets and culverts shall be protected during their construction. Appropriate protection of each culvert and inlet shall be installed immediately. When riprap is called for at the outlet of a culvert, it shall be installed within 24 hours of completion of each pipe. The Contractor shall remove sediment, millings, debris, and other pollutants from within the newly constructed drainage system, prior to use, at the Contractor's expense. All removed sediment shall be disposed of outside the project limits in accordance with all applicable regulations.

Concrete products wasted on the ground during construction including, but not limited to, excess concrete removed from forms, spills, slop, and all other unused concrete are potential pollutants that shall be removed from the site or contained at a pre-approved containment area that has been identified in the SWMP. The concrete shall be picked up and recycled in accordance with 6 CCR 1007-2 (CDPHE Regulations Pertaining to Solid Waste Sites and Facilities) at regular intervals, as needed, or as directed by the Engineer.

(a) *Unforeseen Conditions.* The Contractor shall design and implement erosion and sediment control measures for correcting conditions unforeseen during the design of the project, or for emergency situations that develop during construction. The Department's Erosion Control and Stormwater Quality Guide shall be used as a reference document for the purpose of designing erosion and sediment control measures. Measures and methods proposed by the Contractor shall be reviewed and approved in writing by the Engineer prior to installation.

(b) *Other Agencies.* If CDPHE, US Army Corps of Engineers (USACE), the Environmental

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Protection Agency (EPA), or a Local Agency reviews the project site and requires additional measures to prevent and control erosion, sediment, or pollutants, the Contractor shall cease and desist activities resulting in pollutant discharge and immediately implement these measures. If the work may negatively affect another MS4, the Contractor shall cease and desist activities resulting in the discharge and shall implement appropriate measures to protect the neighboring MS4, including installing additional measures. Implementation of these additional measures will be paid for at contract unit prices.

- (c) *Work Outside the Right of Way.* Disturbed areas, including staging areas, which are outside CDOT ROW and outside easements acquired by CDOT for construction, are the responsibility of the Contractor.
- (d) *Construction Implementation.* The Contractor shall incorporate control measures into the project as outlined in the accepted schedule.
- (e) *Stabilization.* Once earthwork has started, the Contractor shall maintain erosion control measures until permanent stabilization of the area has been completed and accepted. Clearing, grubbing and slope stabilization measures shall be performed regularly to ensure final stabilization. Failure to properly maintain erosion control and stabilization methods, either through improper phasing or sequencing will require the Contractor to repair or replace sections of earthwork at the Contractor's expense. The Contractor shall schedule and implement the following stabilization measures during the course of the project:
 - 1. *Temporary Stabilization.* At the end of each day, the Contractor shall stabilize disturbed areas by surface roughening, vertical tracking, or a combination thereof. Disturbed areas are locations where actions have been taken to alter the existing vegetation or underlying soil of a site, such as clearing, grading, road bed preparation, soil compaction, and movement and stockpiling of sediment and materials. Designated topsoil distributed on the surface or in stockpiles shall not receive temporary stabilization. Other stabilization measures may be implemented, as approved.
 - 2. *Interim Stabilization.* As soon as it is known with reasonable certainty that work will be temporarily halted for 14 days or more, sediment and material stockpiles and disturbed areas shall be stabilized using one or more of the specified following methods:
 - (1) Application of 1.5 tons per acres of mechanically crimped certified weed free hay or straw in combination with an approved organic mulch tackifier.

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- (2) Placement of bonded fiber matrix in accordance with Section 213.
 - (3) Placement of mulching (hydraulic) wood cellulose fiber mulch with tackifier, in accordance with Section 213.
 - (4) Application of spray-on mulch blanket in accordance with Section 213. Magnesium Chloride, Potassium Chloride and Sodium Chloride, or other salt products, shall not be used as a stabilization method.
 - (5) Topsoil stockpiles shall receive interim stabilization in accordance with Section 207, unless specified as a different material than the other disturbed areas on-site.
3. Summer and Winter Stabilization. Summer and winter stabilization is defined as stabilization during months when seeding will not be permitted. As soon as the Contractor knows shutdown is to occur, interim stabilization shall be applied to the disturbed area. Protection of the interim stabilization method is required. Reapplication of interim stabilization may be required as directed.
4. Permanent Stabilization. Permanent stabilization is defined as the covering of disturbed areas with topsoil, seeding, mulching with tackifier, soil retention coverings, and such non-erodible methods as riprap, road shouldering, etc., or a combination thereof as required by the Contract. Other permanent stabilization techniques may be proposed by the Contractor, in writing, and shall be used when approved in writing by the Engineer. All permanent stabilization requirements shown on the plans shall be completed within four working days of the placement of the topsoil in accordance with Section 207.
5. Final Stabilization. Final stabilization is achieved when all ground disturbing activities at the site have been completed, and uniform vegetative cover has been established with an individual plant density of at least 70 percent of pre-disturbance levels, or equivalent permanent physical erosion reduction methods have been employed.
- (f) *Maintenance.* Erosion and sediment control practices and other protective measures identified in the SWMP as control measures for stormwater pollution prevention shall be maintained in effective operating condition until final acceptance of the project. Control measures shall be continuously maintained in accordance with good engineering, hydrologic, and pollution control practices, including removal of collected sediment when silt depth is 50 percent or more of

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the effective height of the erosion control device. When possible, the Contractor shall use equipment with an operator rather than labor alone to remove the sediment.

Maintenance of erosion and sediment control devices shall include replacement of such devices upon the end of their useful service life as recommended by the Contractor and approved by the Engineer. Maintenance of rock check dams and vehicle tracking pads shall be limited to removal and disposal of sediment or addition of aggregate. Damages resulting from failure to maintain control measures shall be repaired at the Contractor's expense.

Site assessments shall be performed to assess the adequacy of control measures at the site and the necessity of changes to those control measures to ensure continued effective performance. Where site assessment results in the determination that new or replacement control measures are necessary, the control measures shall be installed to ensure continuous effectiveness. When identified, control measures shall be maintained, added, modified or replaced as soon as possible, immediately in most cases.

Approved new or replaced control measures will be measured and paid for in accordance with this section. Devices damaged due to the Contractor's negligence shall be replaced at the Contractor's expense.

From the time seeding and mulching work begins until project acceptance the Contractor shall maintain all seeded areas. Damage to seeded areas or to mulch materials shall be immediately restored. If damage is due to Contractor negligence, it shall be restored at the Contractor's expense. Restoration of other damaged areas will be measured and paid for under the appropriate bid item.

Temporary control measures may be removed prior to final acceptance of the project, as determined by the Engineer. If removed, the area in which these control measures were constructed shall be returned to a condition similar to that which existed prior to its disturbance. Removed control measures shall become the property of the Contractor. Maintenance shall be notified of the locations of any control measures left in place.

If the Contractor fails to complete construction within the approved contract time, the Contractor shall continue erosion and sediment control operations at its expense until acceptance of the work.

Sediment removed during maintenance of control measures and material from

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street sweeping may be used in or on embankment, provided it meets the requirements of Section 203 and is distributed evenly across the embankment.

Whenever sediment collects on the paved surface, the surface shall be cleaned. Street washing will not be allowed. Storm drain inlet protection shall be in place prior to shoveling, sweeping, or vacuuming. Sweeping shall be completed with a pickup broom or equipment capable of collecting sediment. Sweeping with a kick broom will not be allowed.

Material from pavement saw cutting operations shall be cleaned from the roadway surface during operations using a vacuum. A control measure, such as a berm, shall be placed to contain slurry from joint flushing operations until the residue can be removed from the soil surface. Aggregate bags, erosion logs or other permeable control measures shall not be used. Residue shall not flow into driving lanes. It shall be removed and disposed of in accordance with Section 107. Material containment and removal will not be paid for separately, but shall be included in the work.

208.05 Construction of Control Measures. Control measures shall be constructed in accordance with Standard Plans M-208-1 and M-216-1, and with the following:

- (a) *Seeding, Mulching, Sodding, Soil Retention Blanket.* Seeding, mulching, sodding, and soil retention blanket installation shall be performed in accordance with Sections 212, 213, and 216.
- (b) *Erosion Bales.* The bales shall be anchored securely to the ground with wood stakes. Erosion Bales shall be entrenched 4 inches minimum into the soil, tightly abutted with no gaps, staked, and backfilled around the entire outside perimeter. Erosion Bales cannot be used for Check Dams.
- (c) *Silt Fence.* Silt fence shall be installed in locations as per M standard plans 208-1 and as specified in the Contract.
- (d) *Temporary Berms.* Berms shall be constructed to the dimensions as per M 208-1 standard plans and as shown in the Contract, and sufficiently compacted to prevent erosion or failure. If the berm erodes or fails, it shall be immediately repaired or replaced at the Contractor's expense. Berms must be at least 18 inches tall or high enough to prevent overtopping. Berms must have a minimum of 4 to 6-foot base. Gradient of all receiving area above berm must be less than 2:1, or flatter. Outlets of anticipated flow from captured water behind berms must be designed with additional control measures suitable to control concentrated flow.

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Maximum drainage area for each outlet must be limited to 2 acres.

- (e) *Temporary Diversion.* Diversions shall be constructed to the dimensions as per M standard plans 208-1 and as shown in the Contract and graded to drain to a designated outlet. The berm shall be sufficiently compacted to prevent erosion or failure. If the diversion erodes or fails, it shall be immediately repaired or replaced at the Contractor's expense.
- (f) *Temporary Slope Drains.* Temporary slope drains shall be installed prior to installation of permanent facilities or growth of adequate ground cover on the slopes. All temporary slope drains shall be securely anchored to the slope. The inlets and outlets of temporary slope drains shall be protected to prevent erosion. Ensure drainage area for every slope drain is smaller than 5 acres. Ensure pipe or channel is properly sized, and for drainage areas larger than 1 acre the pipe size must be designed by an Engineer to ensure the drainage structure can accommodate the runoff resulting from a 2-year, 24-hour storm event. The use of prefabricated flared inlet sections is recommended.
- (g) *Silt Berm.* Prior to installation of silt berms, the Contractor shall prepare the surface of the areas in which the berms are to be installed such that they are free of materials greater than 2 inches in diameter and are suitably smooth for the installation of the silt berms, as approved. See M standard 208-1 for details. Silt berms shall be secured with spikes. The Contractor shall install the silt berm in a manner that will prevent water from going around or under the silt berm. Silt berms shall be installed on top of soil retention blanket or turf reinforcement blanket.
- (h) *Rock Check Dam.* Rock shall be installed at locations shown on the plans. Rock check dams shall conform to the dimensions shown on the plans. The Geotextile Erosion Control shall be Class 2 and conform to the requirements of Section 712, and shall extend up $\frac{2}{3}$ of the riprap height with 6 inch minimum cover over geotextile. Rock Check Dam shall be installed within a ditch sub excavated 6 inches below the flow line. The ends of the rip rap check dam shall be a minimum of 6 inches higher than the center of the check dam. Stone shall meet the requirements of Section 506. Larger rocks with larger void spaces should be used on top. See M standard 208-1 for details.
- (i) *Riprap Outlet Protection.* Geotextile used shall be protected from cutting or tearing. Overlaps between two pieces of geotextile shall be 1-foot minimum. Riprap size shall be in accordance with Section 506 and as shown on the plans.

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- (j) *Storm Drain Inlet Protection.* Prior to installation, the Contractor shall sweep the surface of the area in which the storm drain inlet protection devices are to be installed such that the pavement is free of sediment and debris. The ends of the inlet protection Type 1 and Type 2 shall extend a minimum of 1 foot past each end of the inlet.

The Contractor shall remove all accumulated sediment and debris from the surface surrounding all storm drain inlet protection devices after each rain event or as directed. The Contractor shall remove accumulated sediment from each Type II and III containment area when it is more than one third full of sediment, or as directed.

The Contractor shall protect storm drain facilities adjacent to locations where pavement cutting operations involving wheel cutting, saw cutting, sand blasting, or abrasive water jet blasting are to take place.

- (k) *Sediment Trap.* Sediment traps shall be installed to collect sediment laden water and to minimize the potential of pollutants leaving the project site. Locations shall be in accordance with M standard 208-1 and as shown on the plans or as directed.

Sediment traps shall be constructed prior to disturbance of upslope areas and shall be placed in locations where runoff from disturbed areas can be diverted into the trap.

The area under the embankment shall be cleared, grubbed, and stripped of any vegetation and roots.

Fill material for the embankment shall be free of roots or other vegetation, organic material, large stones, and other objectionable material.

Sediment shall be removed from the trap when it has accumulated to one half of the wet storage depth of the trap and shall be disposed of in accordance with Section 208.

- (l) *Erosion Logs.* Erosion logs shall be embedded 2 inches into the soil. Stakes shall be embedded so that the top of the stake does not extend past the top erosion log more than 2 inches, at the discretion of the Engineer, a shallower stake depth may be permitted if adverse site conditions are encountered, e.g. rock or frozen ground.

The Contractor shall maintain the erosion logs during construction to prevent

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sediment from passing over or under the logs. See M standard 208-1 for details.

- (m) *Silt Dikes*. Prior to installation of silt dikes, the Contractor shall prepare the surface of the areas in which the silt dikes are to be installed such that they are free of materials greater than two inches in diameter and are suitably smooth for the installation of the silt dikes, as approved by the Engineer.
- (n) *Concrete Washout Structure*. The concrete washout structure shall meet or exceed the dimensions shown on the plans. Work on this structure shall not begin until written acceptance of location is provided by the Engineer. See M standard 208-1 for details.

Control measures designed for concrete washout waste shall be implemented. If the bottom of the excavated structure is within 5 feet of anticipated high ground water elevation or the soil does not have adequate buffering capacity to meet water quality standards, an impermeable synthetic liner shall be installed with the minimum properties shown in Table 208-5 or use a prefabricated washout.

The following requirements shall be met:

- (1) The structure shall contain all washout water.
- (2) Stormwater shall not carry wastes from washout and disposal locations.
- (3) The site shall be located a minimum of 50 horizontal feet away from State waters and shall meet all requirements for containment and disposal as defined in Section 107.
- (4) The site shall be signed as "Concrete Washout".
- (5) The site shall be accessible to appropriate vehicles.
- (6) Freeboard capacity shall be included in the structure design to reasonably ensure the structure will not overtop during or because of a precipitation event.
- (7) The Contractor shall prevent tracking of washout material out of the washout structure.
- (8) Solvents, flocculants, and acid shall not be added to wash water.

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- (9) The structure shall be surrounded on three sides by a compacted berm.
 - (10) The structure shall be fenced with orange plastic construction fencing conforming to Section 607, to provide a barrier to construction equipment and to aid in identification of the concrete washout area.
 - (11) Concrete waste, liquid and solid, shall not exceed $\frac{2}{3}$ the storage capacity of the washout structure.
 - (12) A concrete washout sign shall have letters at least 3 inches high and conform to Section 630.
- (o) *Pre-fabricated concrete washout structures (Type 1 and Type 2).* Structures and sites shall meet the following requirements:
- (1) Structure shall contain all washout water. If bins are determined to be leaking, the Contractor shall replace the bin on-site and clean up the spilled material and dispose of it properly.
 - (2) Structure shall be located a minimum of 50 horizontal feet away from State waters, and shall be confined so that no potential pollutants will enter State waters and other sensitive areas as defined in the Contract. Locations shall be as approved by the Engineer. The pre-fabricated structure shall be signed as "Concrete Washout". Sign can be on portable bin.
 - (3) The site shall be accessible to appropriate vehicles.
 - (4) Washout bins shall be covered with a tarp tied down to the structure or staked to the ground when a storm event is anticipated.
 - (5) Solvents, flocculants, and acid shall not be added to wash water.
 - (6) Concrete waste, liquid and solid, shall not exceed $\frac{2}{3}$ the storage capacity of the washout structure.
 - (7) Prefabricated structures cannot be moved when they contain liquid, unless otherwise approved.
 - (8) The concrete washout structure shall be installed and ready for use prior to concrete placement operations.

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- (9) Washout areas shall be checked and maintained as required. On-site permanent disposal of concrete washout waste is not allowed.

All liquid and solid wastes, including contaminated sediment and soils generated from concrete washout shall be hauled away from the site and disposed of properly at the Contractor's expense.

Delivery to the site shall not occur until written acceptance is provided by the Engineer for both the product and the concrete waste disposal facility.

- (p) *Vehicle Tracking Pad (VTP)*. Vehicle tracking pads shall be constructed to the minimum dimensions shown in the Contract, unless otherwise directed by the Engineer. Construction of approved vehicle tracking pads shall be completed before any disturbance of the area.

The Contractor shall maintain each vehicle tracking pad during the entire time that it is in use for the project. The vehicle tracking pad shall be removed at the completion of the project unless otherwise directed by the Engineer. Additional aggregate may be required for maintenance and will be paid for under Pay Item, Maintenance Aggregate (Vehicle Tracking Pad).

- (q) *Detention Pond*. Permanent detention ponds shown on the construction plans may be used as temporary control measures if all the following conditions are met:

- (1) The pond is designated as a construction control measure in the SWMP.
- (2) The pond outfall and outlet are designed and implemented for use as a control measure during construction in accordance with good engineering, hydrologic, and pollution control practices. The stormwater discharges from the outfall shall not cause degradation or pollution of State waters, and shall have control measures, as appropriate.
- (3) All silt shall be removed and the pond returned to the design grade and contour prior to project acceptance.

- (r) *Aggregate Bag*. Aggregate bags shall be placed on a stable surface, consisting of hardscape or compacted gravel. If approved by the Engineer, the aggregate bag may be placed on compacted dirt areas, where bags conform to the surface and can effectively minimize sediment transport. Aggregate bags can be used on frozen ground when other control measures cannot be trenched or staked, but only until the ground is capable of being trenched and staked. Aggregate bags

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shall not be placed in concentrated flow areas, other than gutter pans. Aggregate bags shall be placed to conform to the surface without gaps to ensure that discharge water does not cause erosion. See M standard 208-1 for details.

- (s) *Surface roughening.* Surface roughening creates horizontal grooves along the contour of the slope. Roughening may be accomplished by furrowing, scarifying, ripping, or disking the soil surface to create a 2 to 4-inch minimum variation in soil surface.
- (t) *Vertical Tracking.* Vertical tracking involves driving a tracked vehicle up and down the soil surface and creating horizontal grooves and ridges along the contour of the slope. Sandy soils or soils that are primarily rock need not be tracked.

208.06 Materials Handling and Spill Prevention. The SWMP Administrator shall clearly describe and record on the SWMP, all practices implemented at the site to minimize impacts from procedures or significant material that could contribute pollutants to runoff. Areas or procedures where potential spills can occur shall have a Spill Response Plan in place as specified in Section 107 or Section 208. Construction equipment, fuels, lubricants, and other petroleum distillates shall not be stored or stockpiled within 50 horizontal feet of any State waters or more if the Contractor determines necessary. Equipment fueling and servicing shall occur only within approved designated areas.

- (a) *Bulk storage structures.* Bulk storage structures for petroleum products and other chemicals shall have impervious secondary containment or equivalent adequate protection so as to contain all spills and prevent any spilled material from entering State waters. Secondary containment shall be capable of containing the combined volume of all the storage containers plus at least 10 percent freeboard. For secondary containment that is used and may result in accumulation of stormwater within the containment, a plan shall be implemented to properly manage and dispose of all accumulated stormwater which is deemed to be contaminated (e.g., has an unusual odor or sheen).
- (b) *Lubricant Leaks.* The Contractor shall inspect equipment, vehicles, and repair areas daily to ensure petroleum, oils, and lubricants (POL) are not leaking onto the soil or pavement. Absorbent material or containers approved by the Engineer shall be used to prevent leaking POL from reaching the soil or pavement. The Contractor shall have onsite approved absorbent material or containers of sufficient capacity to contain any POL leak that can reasonably be foreseen. The Contractor shall inform all Spill Response Coordinators in accordance with the Spill Response Plan if unforeseen leakage is encountered. All materials resulting from

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POL leakage control and cleanup shall become the property of the Contractor and shall be removed from the site. Control, cleanup, and removal of by-products resulting from POL leaks shall be performed at the Contractor's expense.

- (c) *Spill Response Plan.* A Spill Response Plan shall be developed and implemented to establish operating procedures for handling potential pollutants and preventing spills.

The Response Plan shall contain the following information:

- (1) Identification and contact information of each Spill Response Coordinators.
- (2) Locations of areas on the project site where equipment fueling and servicing operations are permitted.
- (3) Location of cleanup kits.
- (4) Quantities of chemicals and locations stored on site.
- (5) Label system for chemicals and Safety Data Sheets (SDS) for products.
- (6) Clean up procedures to be implemented in the event of a spill that does not enter State waters or ground water.
- (7) Procedures for spills of any size that enter surface waters or ground water, or have the potential to do so. CDOT's Erosion Control and Stormwater Quality Guide contains spill notification contacts and phone numbers required in the Spill Response Plan.
- (8) A summary of the employee training provided.

Information in items (1) through (8) shall be updated in the SWMP when they change.

208.07 Stockpile Management. Material stockpiles shall be located 50 horizontal feet away from State waters, and shall be confined so that no potential pollutants will enter State waters and other sensitive areas as defined in the Contract. Locations shall be approved by the Engineer.

Erodible stockpiles (including topsoil) shall be contained with acceptable control measures at the toe (or within 20 feet of the toe) throughout construction. Control

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measures shall be approved by the Engineer. The SWMP Administrator shall describe, detail, and record the sediment control devices on the SWMP.

208.08 Limits of Disturbance. The Contractor shall limit construction activities to those areas within the limits of disturbance shown on the plans and cross-sections. Construction activities, in addition to the Contract work, shall include the on-site parking of vehicles or equipment, on-site staging, on-site batch plants, haul roads or work access, and all other activities which would disturb existing soil conditions. Staging areas within the LDA shall be as approved by the Engineer. Construction activities beyond the limits of disturbance due to Contractor negligence shall be restored to the original condition by the Contractor at the Contractor's expense. The SWMP Administrator shall tabulate additional disturbances not identified in the SWMP. If the disturbance at any time exceeds 1 acre (including as part of a common plan of development), the Contractor will need to apply for a Colorado Discharge Permit System- Stormwater Construction Permit (CDPS-SCP) and comply with all of CDOT's over one acre specifications.

The Contractor shall pursue stabilization of all disturbances to completion.

208.09 Regulatory Mechanism for Water Quality. Failure to implement the Stormwater Management Plan is a violation of the Colorado Water Quality Control Act. Penalties may be assessed to the Contractor by the appropriate agencies. All fines assessed to the Department for the Contractor's failure to implement the SWMP will be deducted from monies due the Contractor.

The Contractor shall be subject to liquidated damages for incidents of failure to perform erosion control as required by the Contract. Liquidated damages will be applied for failure to comply with these specifications, including the following:

- (1) Failure of the Contractor to implement necessary actions required by the Engineer as required by this section.
- (2) Failure to construct or implement erosion control or spill containment measures required by the Contract, or failure to construct or implement them in accordance with the Contractor's schedule.
- (3) Failure to stabilize disturbed areas as required by this section.
- (4) Failure to replace or perform maintenance on an erosion control feature after notice from the Engineer to replace or perform maintenance as required by this section.

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- (5) Failure to remove and dispose of sediment from control measures as required.
- (6) Failure to install and properly utilize a concrete washout structure for containing washout from concrete placement operations.
- (7) Failure to perform permanent stabilization as required by this section.
- (8) Failure to prevent discharges not composed entirely of stormwater from leaving the construction site.
- (9) Failure to provide the survey of Permanent Water Quality features when required on the project in accordance with this section.

The Engineer will immediately notify the Contractor of each incident of failure to perform erosion control in accordance with any water quality standards, specifications, including items (1) through (9) above by issuing a Form 105. Correction shall be made as soon as possible, immediately in most cases, but no later than 48 hours from the date of notification to correct the failure. The Contractor will be charged liquidated damages in the amount of \$970 for each day after the 48-hour period has expired that one or more of the incidents of failure to perform the requirements for each Form 105 remains uncorrected. Liquidated damages will begin at Midnight of the date on which the 48 hours has expired.

This deduction will not be considered a penalty, but will be considered liquidated damages based on estimated additional construction engineering costs. The liquidated damages will accumulate, for each cumulative day that one or more of the incidents remain uncorrected. The number of days for which liquidated damages are assessed will be cumulative for the duration of the project; that is: the damages for a particular day will be added to the total number of days for which liquidated damages are accumulated on the project. The liquidated damages will be deducted from any monies due the Contractor.

If all other failures are not corrected within 48 hours after liquidated damages have begun to be assessed, the Engineer will issue a Stop Work Order in accordance with Section 105. Work shall not resume until the Engineer has approved a written corrective action plan submitted by the Contractor that includes measures to prevent future violations and a schedule for implementation.

If the Contractor requires more than 96 hours to perform the corrective work from the date on the Form 105, the Contractor shall submit a request for deferment. The deferment request shall be in writing and shall include the specific failure,

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temporary measures until final correction is made, the methodology which will be employed to make the correction, and interim milestones to completing the work. The Region Water Pollution Control Manager (RWPCM), Engineer, the SWMP Administrator, and the Contractor shall concur on this deferral and set a proposed date of completion. If approved, the Contractor shall complete the corrective measures by Midnight of the proposed completion date. If corrective work is not corrected by the completion date the Engineer will issue a Stop Work Order. Liquidated Damages will apply retroactively back to the 48 hours after the Form 105 date of notification. Liquidated Damages will be assessed until the corrective work has been completed and accepted.

Deferment of work to correct failures to perform erosion control will not affect the Contractor's other contractual responsibilities, notifications for other non-compliance, nor the final completion date of the project. Liquidated Damages for other non-compliance notifications will continue to apply during the deferment period in addition to liquidated damages associated with the deferment.

Based on the submittal date of the approved deferment, Liquidated Damages and a Stop Work Order may not be mandated to the Contractor.

Disagreements regarding the suggested corrective action for a control measure compliance issue between the Project Engineer, SWMP Administrator, and Superintendent, shall be discussed with the Resident Engineer and Region Water Pollution Control Manager. If after the discussions, the Project Engineer and the Contractor are still in disagreement and the Contractor believes that additional compensation is owed, the Contractor shall follow the decision of the Project Engineer, keep track of the costs and negotiate further with the Project Engineer. If after pursuing the issue, the Contractor is unable to reach an agreement with the Project Engineer, then the Contractor can follow the dispute process outlined in Section 105.

If the Contractor's corrective action plan and schedule are not submitted and approved within 96 hours of the initial notice, the Engineer will issue a Stop Work Order and have an on-site meeting with the Superintendent, SWMP Administrator, and the Superintendent's supervisor. This meeting will also be attended by the Resident Engineer, the Region Water Pollution Control Manager, and the Region Program Engineer. This meeting will identify and document needed corrective actions and a schedule for completion. If after the meeting, the unacceptable work is not remedied within the schedule as agreed to in the meeting, the Engineer will take action to effect compliance with the Contract and these specifications by utilizing CDOT Maintenance personnel or other non-Contractor forces and deduct the cost from any monies due or to become due to the Contractor pursuant to Section 105. Delays due to these Stop Work Orders shall be considered non-excusable. The

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Stop Work Order shall be in place until the project is in compliance.

If the Contractor remains non-responsive to requirements of the on-site meeting, the Engineer will start default or Contract termination procedures in accordance with Section 108. CDOT will proceed with corrective or disciplinary action in accordance with the Rules for Prequalification, Debarment, Bidding and Work on Transportation, Road, Highway and Bridge Public Projects.

When a failure meets any one of the following conditions, the Engineer will immediately issue a Stop Work Order in accordance with Section 105 irrespective of any other available remedy:

- (1) It may endanger health or the environment.
- (2) It consists of a spill or discharge of hazardous substances or oil which may cause pollution of the waters of the state.
- (3) It consists of a discharge which may cause a violation of water quality standards.

208 Items to Be Completed Prior to Requesting Partial Acceptance of Water Quality Work.

- (a) *Reclamation of Washout Areas.* After concrete operations are complete, washout areas shall be reclaimed in accordance with this section at the Contractor's expense.
- (b) *Survey.* When Permanent Water Quality (PWQ) control measures are required on the project and once built, the Contractor shall survey the control measures to confirm that the PWQ control measures conform to the configuration, grade, and volume shown on the plans. The survey shall conform to Section 625. The results of the survey shall be submitted in accordance with CDOT's Survey Manual (AutoCAD to GIS and TMOSS Codes), or GIS with attribute tables, showing both designed and final elevations and configurations. Paper versions of the drawings shall be submitted with the stamp and seal of the Contractor's Surveyor.

PWQ control measures that do not meet the Contract requirements will be identified in writing by the Engineer, and shall be repaired or replaced at the Contractor's expense. Correction surveys shall be performed at the Contractor's expense to confirm the locations, dimensions, and volume certification (for water quality capture volume structures only) of each PWQ control measure. The Engineer, CDOT Hydraulics Engineer for the region, Headquarters Permanent

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Water Quality Manager, and Headquarters Maintenance staff will perform a walkthrough of the PWQ control measures to confirm conformance to material requirements, locations, and dimensions. Before the walkthrough, the Contractor shall provide the corrected survey to the Engineer, Regional, and Headquarters Permanent Water Quality Managers.

- (c) *Locations of Temporary Control Measures.* The Engineer will identify locations where modification, cleaning, or removal of temporary control measures are required and will provide these in writing to the Contractor. Upon completion of work required, the SWMP Administrator shall modify the SWMP to provide an accurate depiction of control measures to remain on the project site.

All punch list and walkthrough items shall be completed and approved by the Engineer and Maintenance.

Method of Measurement

208.11 Erosion Control Management on projects having less than one acre of total disturbed area will not be measured and paid for separately but shall be included in the work, unless otherwise specified in the contract (bid schedule). If contracted, ECM work will be measured as the actual number of days of ECM work performed, regardless of the number of personnel required for SWMP Administration and Erosion Control Inspection, including erosion control inspections, documentation, meeting participation, SWMP Administration, and the preparation of the SWMP. If the combined hours of SWMP Administration and Erosion Control Inspection is four hours or less in a day, the work will be measured as ½ day. If the combined hours of SWMP Administration and Erosion Control Inspection is more than four hours in a day, the work will be measured as one day. Total combined hours of ECM work exceeding eight hours in a day will still be paid as one day.

Erosion bales and rock check dams will be measured by the actual number installed and accepted.

Silt fence, silt berms, erosion logs, aggregate bags, silt dikes, temporary berms, temporary diversions, and temporary slope drains, will be measured by the actual number of linear feet that are installed and accepted. Measured length will not include required overlap.

Concrete washout structure will be measured by the actual number of structures that are installed and accepted.

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Pre-fabricated concrete washout structures will be measured by the actual number of structures delivered to the site. It shall not include structures moved on-site.

Storm drain inlet protection will be measured by linear foot or actual number of devices that are installed and accepted.

Sediment trap quantities will be measured by the actual number installed and accepted.

Removal of trash that is not generated by construction activities will be measured by the actual number of hours that Contractor workers actively remove trash from the project. Each week the Contractor shall submit to the Engineer a list of workers and the hours spent collecting such trash.

Removal of accumulated sediment from traps, basins, areas adjacent to silt fences and erosion bales, and other clean out excavation of accumulated sediment, and the disposal of such sediment, will be measured by the number of hours that equipment, labor, or both are used for sediment removal.

Vehicle tracking pads will be measured by the actual number constructed and accepted.

Additional aggregate required for maintaining vehicle tracking pads will be measured as the actual number of cubic yards installed and accepted.

Pre-fabricated vehicle tracking pads will be measured by the actual number of pads delivered to the site and set up to the minimum dimensions. It shall not include pads moved on-site.

Basis of Payment

208.12 Control measures will be paid for at the Contract unit price for each of the items listed below that appear in the contract. Erosion Control management (ECM) duties on projects having less than one acre of total disturbed area will not be measured and paid for separately but shall be included in the work, unless otherwise specified in the contract.

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Payment will be made under:

Pay Item	Pay Unit
Aggregate Bag	Linear Foot
Concrete Washout Structure	Each
Erosion Bales (Weed Free)	Each
Erosion Control Management	Day (If in the contract)
Erosion Log (Type 1) (____ Inch)	Linear Foot
Erosion Log (Type 2) (____ Inch)	Linear Foot
Erosion Log (Type 3) (____ Inch)	Linear Foot
Pre-Fabricated Concrete Washout Structure (Type 1)	Each
Pre-Fabricated Concrete Washout Structure (Type 2)	Each
Pre-Fabricated Vehicle Tracking Pad	Each
Maintenance Aggregate (Vehicle Tracking Pad)	Cubic Yard
Removal and Disposal of Sediment (Equipment)	Hour
Removal and Disposal of Sediment (Labor)	Hour
Removal of Trash	Hour
Rock Check Dam	Each
Sediment Basin	Each
Sediment Trap	Each
Silt Berm	Linear Foot
Silt Dike	Linear Foot
Silt Fence	Linear Foot
Silt Fence (Reinforced)	Linear Foot
Storm Drain Inlet Protection (Type__)	Linear Foot
Storm Drain Inlet Protection (Type__)	Each
Sweeping (Sediment Removal)	Hour
Temporary Berm	Linear Foot
Temporary Diversion	Linear Foot
Temporary Slope Drain	Linear Foot
Vehicle Tracking Pad	Each

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Modifications to the SWMP due to construction errors or survey errors by the Contractor shall be made at the Contractor's expense.

Surface roughening and vertical tracking (temporary stabilization) will not be measured and paid for separately but shall be included in the work. Payment for each control measure item will be full compensation for all work and materials required to furnish, install, maintain, and remove the control measure when directed.

Payment for Removal and Disposal of Sediment (Equipment) will be full compensation for use of the equipment, including the operator. Payment for Removal and Disposal of Sediment (Labor) will be full compensation for use of the labor.

Payment for concrete washout structure, whether constructed or prefabricated, will be full compensation for all work and materials required to install, maintain, and remove the item. Maintenance and relocation, as required, of these structures throughout the duration of the project will not be measured and paid for separately, but shall be included in the work.

Silt berm spikes and wood spikes will not be measured and paid for separately, but shall be included in the work. When required, soil retention blankets will be measured and paid for in accordance with Section 216.

Compost and wood stakes for Erosion Log (Type 2) will not be measured and paid for separately, but shall be included in the work.

Spray-on mulch blankets required by the Contract, including those used in both interim and final stabilization, will be measured and paid for in accordance with Section 213.

Payment for storm drain inlet protection will be full compensation for all work, materials, and equipment required to complete the item, including surface preparation, maintenance throughout the project, and removal upon completion of the work. Aggregate will not be measured and paid for separately, but shall be included in the work.

Sweeping, when used as a control measure as shown in the Contract, will be measured by the number of hours that a pickup broom or equipment capable of collecting sediment, authorized by the Engineer, is used to remove sediment from the roadway or other paved surfaces. Each week the Contractor shall submit to the Engineer a statement detailing the type of sweeping equipment used and the number of hours it was used to pick up sediment. The operator will not be measured and paid

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for separately, but shall be included in the work.

Stakes, anchors, connections, geotextile, riprap, and tie downs used for temporary slope drains will not be measured and paid for separately, but shall be included in the work.

Payment for vehicle tracking pad will be full compensation for all work, materials and equipment required to construct, maintain, and remove the entrance upon completion of the work. Aggregate and geotextile will not be measured and paid for separately, but shall be included in the work. If additional aggregate for maintenance of vehicle tracking pads is required, it will be measured by the cubic yard in accordance with Section 304 and will be paid for under this Section as Maintenance Aggregate (Vehicle Tracking Pad).

Seeding, sod, mulching, soil retention blanket, and riprap will be measured and paid for in accordance with Sections 212, 213, 216, and 506.

All work and materials required to perform the permanent control measure survey and furnish the electronic files shall be included in the original unit price bid for surveying. Surveying will be measured and paid for in accordance with Section 625.

Payment will be made for control measures replaced as approved by the Engineer. Temporary erosion and sediment control measures required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or ordered by the Engineer or for the Contractor's convenience, shall be performed at the Contractor's expense. If the Contractor fails to complete construction within the contract time, payment will not be made for Section 208 pay items for the period of time after expiration of the contract time. These items shall be provided at the Contractor's expense.

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**Revision of Section 212
Soil Amendments, Seeding, and Sodding**

Delete Section 212 of the Standard Specifications for this project and replace it with the following:

Description

212.01 This work consists of application of fertilizer, soil amendments, seedbed preparation, and placing seed and sod.

Substitutions from this specification will not be allowed unless submitted in writing to the Engineer and approved by the Region or Headquarters Landscape Architect.

Materials

212.02 Seed, Fertilizers, Soil Conditioners, Mycorrhizae, Elemental Sulfur, and Sod.

(a) *Seed.* Seed shall be delivered to the project site in sealed bags tagged by a registered seed supplier conforming to the requirements of the Colorado Seed Act, CRS 35-27-111(1). Seed used on the project shall not be in the Contractor's possession for more than 30 days from the date of pickup or delivery on the seed vendors packing slip. Bags which have been opened or damaged before Engineer inspection will be rejected. The State required legal tags shall remain on the bag until opened and the seed is placed in either the drill or hydraulic seeders in the presence of the Engineer. The Engineer shall remove all tags after seed has been planted. Each seed tag shall clearly show the following:

- (1) Name and address of the supplier
- (2) Botanical and common name for each species
- (3) Lot numbers
- (4) Percent by weight of inert ingredients
- (5) Guaranteed percentage of purity and germination
- (6) Pounds of Pure Live Seed (PLS) of each seed species
- (7) Total net weight in pounds of PLS in the sealed bag
- (8) Calendar month and year of test date

Seeds shall be free from all noxious weed seeds per Colorado Seed Act (CRS 35-17)

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Soil Amendments, Seeding, and Sodding

prohibited noxious weed seed list.

Weed seed content shall not exceed the requirements in part 7.2 of the Colorado Department of Agriculture's Seed Act Rules and Regulations.

Seed which has become wet, moldy, or damaged in transit or in storage will not be accepted.

Seed and seed labels shall conform to all current State regulations and to the testing provisions of the Association of Official Seed Analysis. Computations for quantity of seed required on the project shall include the percent of purity and percent of germination.

The Contractor shall store seed under dry conditions, at temperatures between 35°F to 90°F, under low humidity and out of direct sunlight. The Contractor shall provide the location of where seed is stored and access to stored seed locations to the Engineer. Seed stored by the Contractor for longer than 30 days will be rejected.

- (b) *Organic Fertilizer*. Fertilizer derived directly from plant or animal sources shall conform to Colorado Revised Fertilizer Rules 8 CCR 1202-4. Fertilizer shall be uniform in composition and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's name, address, and nutrient analysis. Fertilizer bags (containers) which arrive at the project site opened, damaged, or lacking a label will be rejected. The Contractor shall only use bulk shipments such as tote bags or super sacks that have a manufacturer's original label and sealed at the manufacturing facility. Fertilizer which becomes caked or damaged will not be accepted. Fertilizer shall be stored according to manufacturer's recommendations in a dry area where the fertilizer will not be damaged.

Organic fertilizer formulation being submitted for use must be registered with the Colorado Department of Agriculture.

Verification tests may be conducted by CDOT on grab samples of organic fertilizer delivered to the site to determine the reliability of bag label analysis and for ingredients which are injurious to plants. If a product of any supplier is found to consistently deviate from the bag level analysis, the acceptance of that product will be discontinued. Copies of the failing test reports will be furnished to the Colorado State Board of Agriculture for appropriate action under the "Colorado Fertilizer Law".

Fertilizer shall be supplied in one of the following physical forms:

- (1) A dry free-flowing granular fertilizer, suitable for application by agricultural fertilizer spreader.
- (2) A homogeneous pellet, suitable for application by agricultural fertilizer spreader.

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Revision of Section 212 Soil Amendments, Seeding, and Sodding

Pellet size shall be 2-3 mm. Smaller may be allowed when Seeding (Native) Hydraulic is shown on the plans.

- (3) A soluble form that will permit complete suspension of insoluble particles in water, suitable for application by power sprayer.

The application rate of the organic fertilizer shall be either as high or low nitrogen (N) fertilizer as shown on the plans.

High N organic fertilizer chemical analysis shall conform to Table 212-1.

**Table 212-1
Chemical Analysis for High N Fertilizer**

Ingredient	Range	Test Method
Nitrogen (N) (%)	6 - 10	AOAC Official Method 993.13 Nitrogen (Total) in Fertilizers Combustion Method
Phosphorus (P) (%)	1 - 8	AOAC Official Method 960.03 Phosphorus (Available) in Fertilizers
Potassium (K) (%)	1 - 8	AOAC Official Method 983.02 Potassium in Fertilizers

Low N organic fertilizer chemical analysis shall conform to Table 212-2.

**Table 212-2
Chemical Analysis for Low N Fertilizer**

Ingredient	Range	Test Method
Nitrogen (N) (%)	2 - 5	AOAC Official Method 993.13 Nitrogen (Total) in Fertilizers Combustion Method
Phosphorus (P) (%)	3 - 8	AOAC Official Method 960.03 Phosphorus (Available) in Fertilizers
Potassium (K) (%)	1 - 8	AOAC Official Method 983.02 Potassium in Fertilizers

Organic fertilizers shall conform to Table 212-3.

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**Table 212-3
Organic Fertilizer Properties**

Criteria	Range
Moisture content by weight	< 6%

(c) *Compost (Mechanically Applied)*. Compost shall be suitable for use in Erosion Log (Type 2) and permanent seeding applications. Compost shall not contain visible refuse, other physical contaminants, or substances considered harmful to plant growth. Compost shall be used per all applicable EPA 40 CFR 503 standards for Class A biosolids including the time and temperature standards. Materials that have been treated with chemical preservatives as a compost feedstock will not be permitted.

The Contractor shall provide material that has been aerobically composted in a commercial facility. Compost shall be from a producer that participates in the United States Composting Council's (USCC) Seal of Testing Assurance (STA) program. The Department will only accept STA approved compost that is tested per the USCC Test Methods for Examining of Composting and Compost (TMECC) manual.

Verification tests may be conducted by CDOT on grab samples of compost delivered to the site to determine the gradation and physical properties. Testing may be done for indication of ingredients which are injurious to plants. Sampling procedures will follow the STA 02.01 Field Sampling of Compost Materials and 02.01-B Selection of Sampling Locations for Windrows and Piles. If a product is found to consistently deviate from the gradation and property analysis, the acceptance of that product will be discontinued. Copies of the failing test reports will be furnished to the USCC.

Compost for permanent seeding soil conditioner locations onsite and application rates shall be as shown on the plans.

Organic matter in compost shall be no more than 2 inches in length.

Compost (Mechanically Applied) for permanent seeding shall meet the gradation and physical properties as shown in Table 212-4 and Table 212-5. The Contractor shall provide a written explanation for compost tested parameters not within the acceptable requirements for review and consideration.

The Contractor shall provide documentation from the composting facility confirming that the material has been tested per USCC TMECC.

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Table 212-4
Gradation for Permanent Seeding Compost
(Test Method TMECC 02.02-B,
“Sample Sieving for Aggregate Size Classification”)

Sieve Size	Minimum, Percent Passing	Maximum, Percent Passing
25.0 mm (1")	100	
19.0 mm (3/4")	90	100
6.25 mm (1/4")	70	100

Note: Compost shall be from a producer that participates in the USCC STA program.

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Table 212-5
Properties for Permanent Seeding Compost

Compost Parameters	Reported as	Requirements	Test Method
pH	pH units	6.0 - 8.5	TMECC 04.11-A
Soluble Salts (Electrical Conductivity)	dS/m (mmhos/cm)	< 5.0	TMECC 04.10-A
Moisture Content	%, wet weight basis	25% - 50%	TMECC 03.09-A
Organic Matter Content	%, dry weight basis	20% - 50%	TMECC 05.07-A
Organic Matter Content	pounds per cubic yard	>240	
Carbon to Nitrogen Ratio (C:N)		< 15:1	
Manufactured Inert Contamination (Plastic, concrete, ceramics, metal)	%, dry weight basis	< 1%	TMECC 03.08-A
Stability (respirometry)	mg CO ₂ -C per g TS per day mg CO ₂ -C per g OM per day	8 or below	TMECC 05.08-B
Select Pathogens and weed free	(PASS/FAIL) Limits: Salmonella < 3 MPN/4 grams of TS, or Coliform Bacteria < 1000 MPN/gram	Pass	TMECC 07.01-B Fecal Coliforms, or 07.02 Salmonella
Trace Metals	(PASS/FAIL) Limits (mg kg ⁻¹ , dw basis): Arsenic (As) 41, Cadmium (Cd) 39, Copper (Cu)1500, Lead (Pb) 300, Mercury (Hg) 17, Nickel (Ni) 420, Selenium (Se) 100, Zinc (Zn) 2800	Pass	TMECC 04.06

Use the STA Lab bulk density lb/cu ft as received, multiplied by organic matter % as received, multiplied by 27 to calculate pounds per cubic yard of organic matter.

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1. Compost for Erosion Log (Type 2) shall meet the gradation and physical properties as shown in Table 212-6 and Table 212-7.

Table 212-6
Gradation for Erosion Log (Type 2) Compost
(Using Test Method TMECC 02.02-B,
“Sample Sieving for Aggregate Size Classification”)

Sieve Size	Percent Passing, Minimum	Percent Passing, Maximum
75.0 mm (3")	100	
25.0 mm (1")	90	100
9.5 mm (3/8")	10	50

Note: Organic matter for erosion log compost shall be no more than 4 inches in length. Compost shall be from a producer that participates in the USCC STA program.

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Table 212-7
Properties for Erosion Log (Type 2) Compost

Compost Parameters	Reported as	Requirements	Test Method
pH	pH units	6.0 - 8.5	TMECC 04.11-A
Soluble Salts (Electrical Conductivity)	dS/m (mmhos/cm)	< 5.0	TMECC 04.10-A
Moisture Content	%, wet weight basis	< 60%	TMECC 03.09-A
Organic Matter Content	%, dry weight basis	25% - 100%	TMECC 05.07-A
Manufactured Inert Contamination (plastic, concrete, ceramics, metal)	%, dry weight basis	< 0.5%	TMECC 03.08-A
Stability (respirometry)	mg CO ₂ -C per g TS per day mg CO ₂ -C per g OM per day	N/A	TMECC 05.08-B
Select Pathogens and weed free	(PASS/FAIL) Limits: Salmonella < 3 MPN/4 grams of TS, or Coliform Bacteria < 1000 MPN/gram	Pass	TMECC 07.01-B Fecal Coliforms, or 07.02 Salmonella
Trace Metals	(PASS/FAIL) Limits (mg kg ⁻¹ , dw basis): Arsenic (As) 41, Cadmium (Cd) 39, Copper (Cu)1500, Lead (Pb) 300, Mercury (Hg) 17, Nickel (Ni) 420, Selenium (Se) 100, Zinc (Zn) 2800	Pass	TMECC 04.06

(d) *Biotic Soil Amendments (Hydraulically Applied)*. Soil amendments shall be a combination of natural fibers, growth stimulants, and other biologically active material designed to improve seed germination and vegetation establishment as shown in Table 212-8. Biotic soil amendments shall be pre-packaged in ultraviolet and weather resistant packaging and labeled from the manufacturer. Bags (containers) which arrive at the project site opened, damaged, or lacking a label will be rejected. Bulk shipments such as tote bags will be rejected. Biotic soil amendments shall be stored in locations not exceeding 80 °F. Acceptance of material shall be subject to the requirements of the Department's Approved Product List (APL).

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The application rate of the biotic soil amendments shall be per the rates shown on the plans. Use of mulch tackifier (*Plantago Insularis* or pre-gelatinized corn starch polymer) shall be per Section 213. It shall be used as a wetting agent at a rate of 30 pounds per acre. Biotic soil amendments shall provide a continuous and uniform cover and shall consist of one of the components in Table 212-8 and all of the performance and physical properties in Table 212-9.

**Table 212-8
Required Percentage Ranges of Biotic Soil Amendments**

Components	Units	Requirement
Professional grade sphagnum peat moss, professional grade reed sedge peat moss or compost that meets the Seal of Testing Assurance Program of the US Composting Council	%, dry weight basis	> 41%
Mechanically processed straw consisting of weed free agricultural straw, flexible flax fiber or rice hulls	%, dry weight basis	< 57%

**Table 212-9
Performance and Physical Requirements of Biotic Soil Amendments**

Parameters	Reported as	Requirement	Test Method
pH	pH units	5.0 - 7.5	ASTM D1293
Moisture Content	%, wet weight basis	10% - 50%	ASTM D 2974
Organic matter content	%, dry weight basis	> 85%	ASTM D586
Carbon Nitrogen Ratio	Ratio C:N	< 38:1	ASTM E1508
Manufactured inert contamination	%, dry weight basis	< 1.0%	
Acute Toxicity	(Pass/Fail)	Pass (non-toxic)	ASTM E729-96(2014) or EPA Method 2021.0 or EPA Method 2002.0
Vegetative Minimum		> 400%	ASTM 7322

The Contractor shall provide a CTR with independent laboratory analysis for the required

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parameters per subsection 106.13.

(e) *Humate*. The Contractor shall provide a screened dry granular form of organic humic and fulvic acid substance. Humate shall be pre-packaged and labeled from the manufacturer. Bags (containers) which arrive at the project site opened, damaged, or lacking label will be rejected. The Contractor shall only use bulk shipments such as tote bags or super sacks that have a manufacture's original label and sealed at the manufacturing facility. Humate shall be stored in locations not exceeding 80°F. Humate shall be provided per the rates shown on the plans. Product shall conform to the parameters in Table 212-10 and Table 212-11.

Table 212-10
Screened Size Requirements for Humate

Seeding Method	Reported as	Requirement
Seeding (Native) Drill, Hydraulic and Broadcast	inches	< 1/4

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Table 212-11
Performance and Physical Requirements of Humate

Parameters	Reported as	Requirement	Test Method
Organic Matter	%, dry weight basis	>70%	
Fines (material that is finer than the No. 200 (75- μ m) sieve)	%, dry weight basis	<2%	ASTM D7928
pH	pH units	3.0 - 4.5	ASTM D1293
Acute Toxicity	Pass / Fail	Non Toxic	ASTM 7101 or EPA Method 2021 or 2002
Humic and Fulvic Acids	%, dry weight basis	> 70%	A & L Western method; total alkali extractable
Carbon Content	%, dry weight basis	40% - 50%	
Moisture Content	%, dry weight basis	< 20%	
Heavy Metal / Ash Content	%, dry weight basis	< 15%	

The Contractor shall provide a CTR with independent laboratory analysis for the required parameters per subsection 106.13.

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(f) *Mycorrhizae*. Mycorrhizae shall arrive onsite in original and undamaged packaging. Handling of this material shall follow manufacturer's safety recommendations. Mycorrhizae shall be stored onsite in such a way as to avoid exposure to direct sunlight for more than four hours and to prevent package temperatures to rise above 85 °F. The endo mycorrhizal inoculum shall provide at least 60,000 propagules per pound and shall contain all of the following species and conform to the parameters in Table 212-12:

- (1) *Glomus intraradices* (a.k.a. *Rhizophagus intraradices*)
- (2) *Glomus mosseae* (a.k.a. *Funneliformis mosseae*)
- (3) *Glomus aggregatum* (a.k.a. *rhizophagus aggregatus*)
- (4) *Glomus etunicatum* (a.k.a. *Claroideoglomus etunicatum*)

Table 212-12
Physical Requirements of Endo Mycorrhizae

Parameters	Reported as	Requirement	Test Method
Acute Toxicity	Pass or Fail	Non Toxic	ASTM 7101 or EPA Method 2021 or 2002

The Contractor shall provide a CTR with independent laboratory analysis for the required parameters per subsection 106.13.

The following rates shall be used for Seeding Methods:

- (1) For Seeding (Native) Drill, the mycorrhizae product shall be provided as a dry free-flowing granular material, suitable for application by agricultural drill seeder. Application rate shall be 8 pounds per acre.
- (2) For Seeding (Native) Hydraulic, the mycorrhizae product shall be provided as a fine granular (< 2 mm) or powdered form (particle size less than 300 microns) that will permit complete suspension and used with hydro-seeder equipment. Application rate shall be 20 pounds per acre.
- (3) For Seeding (Native) Broadcast, the mycorrhizae product shall be provided as a dry free-flowing granular material, suitable for application by fertilizer spreader. Application rate shall be 20 pounds per acre.

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- (g) *Elemental Sulfur*. The Contractor shall provide a free-flowing granular material consistent in size suitable for application by agricultural spreader and conform to the parameters in Table 212-13. Elemental sulfur shall arrive onsite in original and undamaged packaging.

**Table 212-13
Physical Requirements of Elemental Sulfur**

Parameters	Reported as	Requirement
Guaranteed Analysis of Elemental Sulfur (S)	%	> 90
Bulk Density	Lb per cu. ft.	> 75

- (h) *Sod*. Sod shall be nursery grown and 99 percent weed free. Species shall be as shown on the plans. The 1 percent allowable weeds shall not include undesirable perennial or annual grasses or plants defined as noxious by current State statute or county noxious weed list. Soil thickness of sod cuts shall not be less than $\frac{3}{4}$ inch or more than 1 inch. Sod shall be cut in uniform strips with minimum dimensions of 18 inches in width and 48 inches in length. The Contractor shall submit a sample of the sod proposed for use, which shall serve as a standard if approved. Sod furnished, whether in place or not, that is not up to the standard of the sample will be rejected. CDOT will reject all sod that was cut more than 72 hours before installation.

Each load of sod shall be accompanied by a certificate from the grower stating the type of sod and the date and time of cutting. The Contractor shall submit the certificate to the Engineer before application of the sod. Only sod that is accompanied by the certificate from the grower will be accepted and paid for.

Construction Requirements

212.03 Submittals. The Contractor shall provide the name and contact information of the seeding contractor 30 days before start of seeding work. The Contractor shall provide two copies of items (1) - (14) listed below to the Pre-vegetation Conference per Section 207. When the Contractor provides resubmittals to meet Contract requirements, the Region or Headquarters Landscape Architect shall be copied on all correspondence.

- (1) Written confirmation from the registered seed supplier, on the Contractor's letterhead, that the Contract specified seed has been secured. No substitutions of the contract specified seed will be permitted unless evidence is submitted, from one of the registered seed suppliers that the Contract specified seed is not available and will not become available during the anticipated construction period.

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- (2) Seed vendor's "seed dealer" endorsement.
- (3) A copy of each seed species germination report of analysis that verifies the lot has been tested by a recognized laboratory for seed testing within 13 months before the date of seeding.
- (4) A copy of each seed species purity laboratory report of analysis that verifies that the lot has been tested by a recognized laboratory for seed testing. The report shall list all identified species, seed count, and date of test.
- (5) Manufacturer's documentation stating that the fertilizer meets the Contract requirements.
- (6) Organic fertilizer documentation showing manufacturer and chemical analysis.
- (7) Permit issued from CDPHE confirming that the vendor can produce or sell compost per House Bill (HB) 1181.
- (8) Documentation from the compost manufacturer that it is a participating member of in the U.S. Composting Council's Seal of Testing Assurance Program (STA).
- (9) Results of compost testing on an STA Compost Technical Data Sheet confirming all required test methods are met using the STA Program.
- (10) Sample of physical compost (at least one cubic foot of material).
- (11) Manufacturer's documentation confirming that biotic soil amendment meets the required physical and performance criteria based on independent testing by the manufacturer.
- (12) Manufacturer's documentation confirming that humate meets the required physical and performance criteria based on independent testing by the manufacture.
- (13) Manufacturer's documentation confirming that mycorrhizae meet the physical criteria based on independent testing and that the minimum required species is provided.
- (14) Pictures and descriptions of seeding equipment proposed to be used on the project. Based on the seeding methods required at a minimum this should include the drill seeder, hydraulic seeder, cultipacker or seed bed roller implements.
- (15) Instructions and documentation on how seeders will be calibrated onsite, per subsection 212.05(a).

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212.04 Seeding Seasons. Seeding in areas that are unirrigated shall be restricted according to the parameters in Table 212-14.

Table 212-14
Seeding Seasons

Areas other than the Western Slope

Zone	Spring Seeding	Fall Seeding
Below 6000'	Spring thaw to June 1	September 15 until consistent ground freeze
6000' - 7000'	Spring thaw to June 1	September 1 until consistent ground freeze
7000' - 8000'	Spring thaw to July 15	August 1 until consistent ground freeze
Above 8000'	Spring thaw to consistent ground freeze	

Western Slope

Zone	Spring Seeding	Fall Seeding
Below 6000'	Spring thaw to May 1	August 1 until consistent ground freeze
6000' - 7000'	Spring thaw to June 15	September 1 until consistent ground freeze
Above 7000'	Spring thaw to consistent ground freeze	

- (1) "Spring thaw" is the earliest date in a new calendar year in which seed can be buried 1/2 inch into the surface soil (topsoil) through normal drill seeding methods.
- (2) "Consistent ground freeze" is the time during the fall months in which the surface soil (topsoil), due to freeze conditions, prevents burying the seed 1/2 inch through normal drill seeding operations. Seed shall not be sown, drilled, or planted when the surface soil or topsoil is in a frozen or crusted state.

Seeding accomplished outside the time periods listed above will be allowed only when the Contractor's request is approved by the Engineer in writing, with coordination from the Region Landscape Architect. If requested by the Contractor, the Contractor must agree to perform the following work at no cost to the Department: reseed, remulch, and

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repair areas which fail to produce species indicated in the Contract.

If seeding is ordered by the Engineer outside the time periods listed above, the cost to repair areas that fail to produce species will be paid for by the Department.

212.05 Native Seeding Methods. Areas to be seeded shall be installed per SWMP Permanent Stabilization Plan.

All amendments and seeding shall be applied based on the seeding method and rates specified on the plans.

The Contractor shall complete the Amendments Verification Prerequisite for each of the seeding methods described herein. This shall be done by completing a Seed and Amendment Quantities Worksheet for each work area. This worksheet shall have a list of all amendments and the seed labels for each of the areas to be worked on. The State required legal tags shall remain on the bag until opened and the seed placed in either the drill or hydraulic seeders in the presence of the Engineer. Seeding work shall not begin until written approval of the worksheet has been received from the Engineer.

In determining the weight of seed required for each work area, the Contractor shall use the Pure Live Seed (PLS) weight shown on each bag of seed. Calculations based on net weight will not be accepted.

The Contractor shall submit a proposed Permanent Stabilization Phasing Plan to the Engineer before the Pre-revegetation Conference for approval showing how the SWMP Permanent Stabilization Plans will be implemented to minimize traffic loading damage to subgrade soil prepared and seeded areas. The proposed sequencing shall consider and identify strategies and site management control measures to protect seeded areas from foot, vehicle, and other disturbances. The strategic planning of the permanent seeding and mulch shall consider all other phasing of construction activities including traffic management and utility work. Areas damaged due to the Contractor's failing to protect the seeded areas shall be repaired at no cost to the Department. Seeded areas damaged due to circumstances beyond the Contractor's control shall be repaired and reseeded as ordered. Payment for corrective work, when ordered, shall be at the Contract prices shown and per subsection 109.04.

The following seeding application methods shall not be implemented during winds which are consistently higher than 20 MPH, or when the ground is frozen, excessively wet, or otherwise untillable. The Engineer may test to see if the moisture level in the soil is acceptable to work the soil by performing a Soil Plasticity Test as described in the Construction Manual. Multiple seeding operations shall be anticipated, based on acceptable seeding conditions. The seeding methods to be implemented shall be one or more of the following, as shown on the plans:

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(a) Seeding (Native) Drill.

1. Fertilizer, Compost, Humates and Elemental Sulfur. The Contractor shall uniformly apply compost and elemental sulfur on the surface of the topsoil using an agricultural spreader at the rate of application specified on the plans. All competitive, non-native vegetation shall be uprooted and hauled offsite before spreading amendments. Before starting incorporation of compost and elemental sulfur, the Contractor shall receive written acceptance from the Engineer on the Seed and Amendment Quantities Worksheet. Verification Prerequisite for this method also requires documentation on the Permanent Stabilization SWMP Site Maps with the approved areas outlined, signed, and dated by the Engineer to track progress. If SWMP Site Maps are not included in the Contract, the Contractor shall use the Contract grading or roadway plan sheets.

Once the Quantities Verification Prerequisite is completed for an area, the Contractor shall homogenously incorporate the compost and elemental sulfur into the top 6 inches of topsoil. Tillage of the amendments shall be completed using a disc and harrow, field cultivator, vibra-shank, or other method suitable to site conditions. For small areas tillage shall be completed using rotary tillers. No measurable depth of organic amendment shall be present on the surface.

The shanks on the back of a grader or dozer shall not be used for tillage. Tillage may take multiple passes to achieve the desired harmonious incorporation. If multiple passes are required, the Contractor shall cross till the soil with the second pass occurring at a 30-degree angle to the first pass. On slope areas, all tillage shall be parallel to the contour. For project that will utilize aggregate or recycled asphalt shouldering material amendments, tillage is not required under shouldering material. Projects seeding up to the edge of pavement, tillage is not required for first 12 inches from the edge of pavement.

Once incorporation of compost and elemental sulfur is approved, the Contractor shall uniformly apply fertilizer and humates on the surface of the topsoil using an agricultural spreader, as shown in the Contract documents.

2. Seedbed Preparation. Amended topsoil shall be cultivated to a firm but friable seedbed using cultipacker or seed bed roller implements. Crusted hard soils shall be broken up and all areas shall be free of clods, sticks, stones, debris, concrete, and asphalt in excess of 4 inches in any dimension per Section 207. Areas shall be left in a rough and uncompacted condition with a surface variance of 2 to 4 inches.
3. Seed and Mycorrhizae. Before seeding, the finished grade of the soil shall be 1 inch below the top of all curbs, junction and valve boxes, walks, drives and other structures. Seeding shall be done within two days of seedbed preparation efforts (tilling or scarifying). If a rain event occurs that compacts or erodes the seedbed before performing seeding, the seedbed shall be re-prepared as directed by the

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Engineer.

Areas shall be seeded by mechanical power drawn drills suitable for area soils, topography, and size followed by packer wheels. Mechanical power drawn drills shall have furrow openers and depth bands set to maintain a planting depth of at least 1/4 inch and not more than 1/2 inch and shall be set to space the rows not more than 8 inches apart. Seeding equipment shall have a double disk opener, seed box agitator, and seed metering device.

The seeder shall be calibrated by collecting seed from a single drop tube in the presence of the Engineer based on the following procedure. The Contractor shall provide the tape measure, scale, collection cup, and seed bag with complete label from the supplier. The Contractor may submit an alternative method for approval at the site Pre-vegetation Conference.

- A. Measure the total width (W) of the drill seeder in feet.
- B. Count the number of drill rows (N) on the seeder.
- C. On drill seeders that the tire drives the seeding mechanism, measure the tire circumference (C) in feet.
- D. Calculate the number of rotations the tire will complete per acre using the following equation:

$$A = \text{one acre or } 43,560 \text{ square feet (SF)}$$

$$A / W = \text{feet (F) the drill seeder needs to travel for each acre}$$

$$F / C = \text{number of rotations (R) of the tire per acre}$$
- E. Reduce the amount of tire rotations by one tenth.

$$.90R = \text{\# Tire rotations to calibrate seeder (RCS)}$$
- F. Find the seeding rate (LBS PLS / Acre) on the Stormwater Management Plan.
- G. Using the information from the seed tag, convert the PLS seed rate to a bulk seeding rate using the following equations:

$$\% \text{ PLS} = (\% \text{ purity (in decimal form) from seed label}) \times (\% \text{ germination (in decimal form) from seed label})$$

$$(\text{LBS PLS} / \text{Acre}) \text{ from the SWMP} / \% \text{ PLS} = \text{Required bulk seed per acre in LBS}$$
- H. Reduce the required bulk seed per acre based on the number of seeder tubes.

$$\text{Required bulk seed per acre} / N = \text{Weight in LBS of bulk seed from one tube}$$
- I. Reduce the required bulk seed rate from the tube by one tenth.

$$0.90 \times \text{Weight of bulk seed from one tube} = \text{Collected bulk seed weight (CBS) in LBS}$$
- J. Set the drill seeder to the correct seeding rate using the manufacturer's recommendation.
- K. With the collection cup under one tube and the driving wheel jacked up, rotate the tire the RCS number of times. Use the value stem to count the rotations.
- L. Using the scale, weigh the seed in the collection cup.
- M. Adjust the drill calibration until the weight of bulk seed in the collection cup equals the CBS in LBS.

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Drill seeders shall be recalibrated every time the drill is mobilized onsite. The Contractor shall submit a written statement that the equipment is calibrated and shall provide the correct depth based on conditions before seeding actions are initiated. The Contractor shall continuously monitor equipment to ensure that it is providing a uniform seed application.

If mycorrhizae are called for on the plans, the granules shall be included with the seed in the drill seeder such that the mycorrhizae are placed at or below the seed.

The distance between furrows produced using the drill shall not be more than 8 inches. If rows on the drill exceed 8 inches, the Contractor shall drill the areas twice (if achievable at 30-degree angles to each other) at no additional cost to the Department.

After seeding, the furrows that were created by the drill shall be maintained in place. Construction traffic, other than what is needed to mulch the areas, shall not be permitted on the areas completed.

Permanent stabilization mulching shall be accomplished within 24 hours of drill seeding.

(b) Seeding (Native) Hydraulic.

This method utilizes water as the carrying agent and mixes biotic soil amendments, seed, organic fertilizer, humates, mycorrhizae and elemental sulfur into a single slurry for hydraulic application. The Contractor shall furnish and place combined slurry with a hydro-seeder that will maintain a continuous agitation and apply homogenous mixture through a spray nozzle. The pump shall produce enough pressure to maintain a continuous, non-fluctuating spray that will reach the extremities of the seeding area. Water tanks shall have a means of measuring volume in the tank. Seed shall be added to the slurry onsite, no more than 60 minutes before starting application. Slurry shall be applied from a minimum of two opposing directions to achieve complete soil coverage.

The application of the single slurry shall be applied within four hours of adding Mycorrhizae.

The Contractor shall prevent seed, fertilizer, and mulch from falling or drifting onto areas occupied by rock base, rock shoulders, plant beds, or other areas where grass is detrimental. The Contractor shall remove material that falls on plants, roadways, gravel shoulders, structures, and other surfaces where material is not specified.

- A. *Seedbed Preparation.* All areas shall be loosened to at least 6 inches, leaving the surface in rough condition with a surface variance of 6 to 8 inches. On steep slopes, tillage shall be accomplished with appropriate equipment as the slope is constructed.

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Soil areas shall be tilled to produce loose and friable surfaces with crusted hard soils broken up. All slopes shall be free of clods, sticks, stones, debris, concrete, asphalt and all other materials in excess of 4 inches in any dimension. All competitive, non-native vegetation shall be uprooted and hauled offsite before spreading amendments. Under no circumstances shall the ground surface be smooth and compacted.

- B. *Biotic Soil Amendment, Fertilizer, Humate, Mycorrhizae and Seed.* The Contractor shall assemble all materials for proposed areas to hydro-seed and review quantities with area of coverage with the Engineer as the Quantities Verification Prerequisite for this method. Before mixing in the tank, the Contractor shall receive written acceptance from the Engineer on the Seed and Amendment Quantities Worksheet that the correct quantities are onsite. This quantities verification prerequisite also requires documentation on the Permanent Stabilization SWMP Site Maps with the approved areas outlined, signed, and dated by the Engineer to track progress. If SWMP Site Maps were not included in the Contract, grading or roadway plan sheets shall be used. For the verification process, the Contractor shall provide the Engineer with all documentation for materials in unopened packaging.

After the Quantities Verification Prerequisite has been approved, the hydro-seeder shall be filled with water to 1/3 of its required volume. Following this, water and biotic soil amendments shall be added to the hydro-seeder at a consistent rate. The ratio of water to Biotic Soil Amendments shall be per manufacturer's recommendations. Fertilizer, humates and mycorrhizae shall then be added until the tank has reached 3/4 of its required volume. The tank shall then be filled with water to the required volume. Uniform slurries shall be agitated or mixed for a minimum of ten minutes after all water and materials are in the tank.

Hydraulic seeding equipment shall include a pump capable of being operated at 100 gallons per minute and at 100 pounds per square inch pressure. The equipment shall have a nozzle adaptable to hydraulic seeding requirements. Storage tanks shall have a means of estimating the volume used or remaining in the tank.

Seed shall be added to the slurry onsite no more than 60 minutes before starting application. The Contractor shall increase the Seed Plan rates (LBS PLS / Acre) as shown on the plans by 1.5 times at no additional cost to the Department. The Contractor may be required to apply slurry using multiple hoses to ensure uniform application to all areas of the site. Coverage rates shall be based on the volume of material in the tank, as verified by the Engineer. Areas of lighter applications (covering more area than what is calculated) will require additional application, as directed.

An appropriate curing period shall be per manufacturer's recommendations and shall consider forecasted weather conditions.

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Revision of Section 212
Soil Amendments, Seeding, and Sodding

Permanent stabilization mulching shall be accomplished within 24 hours of hydraulic application of native seed.

(c) Seeding (Native) Broadcast.

This method utilizes hand equipment to broadcast spread amendments and seed over prepared seedbeds.

- A. *Fertilizing, Compost, Humate and Elemental Sulfur.* The Contractor shall uniformly apply compost and elemental sulfur on the surface of the placed topsoil using an agricultural spreader at the rate of application specified on the plans. All competitive non-native vegetation shall be uprooted and hauled offsite before spreading amendments. Before starting incorporation, the Contractor shall receive written acceptance from the Engineer on the Seed and Amendment Quantities Worksheet that the correct quantities will be applied. The Quantities Verification Prerequisite for this method also requires documentation on the Permanent Stabilization SWMP Site Maps with the approved areas outlined, signed, and dated by the Engineer to track progress. If SWMP Site Maps are not included in the Contract, the grading or roadway plan sheets shall be used.

Once the Quantities Verification Prerequisite is completed for an area, the Contractor shall homogenously incorporate the Compost into the top 6 inches of soil. Tillage of the amendments shall be completed using appropriate tools depending on the size of the area to be worked. Contractor shall use hand tillers or approved small space implements.

Once incorporation of compost and elemental sulfur is approved, the Contractor shall uniformly apply organic fertilizer and humates on the surface of the topsoil using an agricultural spreader.

- B. *Seedbed Preparation.* Amended topsoil shall be cultivated to a firm but friable seedbed using tractor implements. Crusted hard soils shall be broken up and all areas shall be free of clods, sticks, stones, debris, concrete, and asphalt in excess of 4 inches in any dimension per Section 207. Areas shall be left in a rough condition with a surface variance of 2 to 4 inches. Under no circumstances shall the ground surface be smooth and compacted.
- C. *Seed and Mycorrhizae.* Before seeding, the finished grade of the soil shall be 1 inch below the top of all curbs, junction and valve boxes, walks, drives and other structures. Seeding shall be accomplished within two days of seedbed preparation efforts (tilling or scarifying) to make additional seedbed preparation unnecessary. If a rain event occurs that compacts or erodes the seedbed before performing seeding, the seedbed shall be re-prepared as directed.

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Revision of Section 212 Soil Amendments, Seeding, and Sodding

Areas shall be seeded by broadcast-type seeders (cyclone or approved mechanical seeders). The Contractor shall increase the Seed Plan rates (LBS PLS / Acre) as shown on the plans by 1.5 times at no additional cost to the Department.

After seeding, mycorrhizae shall be evenly hand-distributed across the area. Seed and mycorrhizae shall be covered by hand raking and covering with $\frac{1}{4}$ to $\frac{1}{2}$ inch of topsoil. To ensure seeds have a firm contact with the soil the Contractor shall use a heavy roller as approved in the Site Pre-vegetation Conference. Mycorrhizae shall not be exposed to sunlight for more than four hours. Using equipment with continuous cleat tracks (cat-tracking) to cover seed is not permitted.

Permanent stabilization mulching shall be accomplished within 24 hours of broadcast seed application of native seed.

212.06 Seeding (Temporary). Areas of topsoil shall be seeded with annual grasses per SWMP Interim Site Maps or as directed by the Engineer.

Seeding may take place at any time during the year as long as the ground is not covered in snow and topsoil is not frozen. Topsoil may be placed in a stockpile or distributed on-grade after receiving subgrade soil preparation.

Interim stabilization for areas that receive temporary seeding shall be per subsection 208.04(e)2. Seed shall not be included with interim hydraulic mulch applications.

The Contractor shall wait to amend topsoil until the area is ready for permanent seeding with native seed mix shown on the SWMP. The Contractor shall use either the drill, hydraulic, or broadcast method of seeding. Seeding rates (LBS PLS / Acre) shall be increased by 1.5 times for hydraulic and broadcast methods at no additional cost to the Department.

Seed shall meet the requirements of 212.02(a) and shall be selected from Table 212-1 based on the application time.

**Table 212-15
Temporary Seed Mixes**

Common Name	Botanical Name	Application Time	Seeding Rates (LBS PLS / Acre)	Planting Depth (inches)
Oats	Avena sativa	October 1 - May 1	35	1 - 2
Foxtail Millet	Setaria italica	May 2 - September 30	30	1/2 - 3/4

The Contractor shall restrict motorized vehicle and foot traffic from areas that have received temporary seeding.

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Revision of Section 212
Soil Amendments, Seeding, and Sodding

212.07 Seeding (Lawn). Lawn grass seeding shall be accomplished in the seeding seasons per subsection 212.03.

(a) *Fertilizing and Soil Conditioning.* The first application of fertilizer, soil conditioner, or both shall be incorporated into the soil immediately before seeding, and shall consist of a soil conditioner, commercial fertilizer, or both as designated in the Contract. Fertilizer called for on the plans shall be worked into the top 4 inches of soil at the rate specified in the Contract. Biological nutrient, culture, or humate based material called for on the plans shall be applied in a uniform application onto the soil service. Organic amendments shall be applied uniformly over the soil surface and incorporated into the top 6 inches of soil.

The second application of fertilizer shall consist of a fertilizer having an available nutrient analysis of 20-10-5 applied at the rate of 100 pounds per acre. It shall be uniformly broadcast over the seeded area three weeks after germination or emergence. The area shall then be thoroughly soaked with water to a depth of 1 inch.

Fertilizer shall not be applied when the application will damage the new lawn.

(b) *Seedbed Preparation.* In preparation of seeding lawn grass, irregularities in the ground surface, except the saucers for trees and shrubs, shall be removed. Measures shall be taken to prevent the formation of low places and pockets where water will stand.

Immediately before seeding, the ground surface shall be tilled or hand worked into an even and loose seedbed to a depth of 6 inches, free of clods, sticks, stones, debris, concrete, and asphalt in excess of 2 inches in any dimension and brought to the desired line and grade.

(c) *Seeding.* Seed shall be drilled with mechanical landscape type drills. Broadcast type seeders or hydraulic seeding will be permitted only on small areas not accessible to drills. Seed shall not be drilled or broadcast during windy weather or when the ground is frozen or untillable.

212.08 Sodding.

(a) *Fertilizing and Soil Conditioning.* Before laying sod, the 4 inches of subsoil underlying the sod shall be treated by tilling in fertilizer, compost, or humates as specified on the plans. Amendments shall be applied uniformly over the soil surface and incorporated into the top 6 inches of soil.

After laying the sod, it shall be fertilized with a fertilizer having a nutrient analysis of 20-10-5 at the rate of 200 pounds per acre. Fertilizer shall not be applied when the application will damage the sod.

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**Revision of Section 212
Soil Amendments, Seeding, and Sodding**

(b) *Soil Preparation.* Before sodding, the ground shall be tilled or hand worked into an even and loose sod bed to a depth of 6 inches, and irregularities in the ground surface shall be removed. Sticks, stones, debris, clods, asphalt, concrete, and other material more than 2 inches in any dimension shall be removed. Depressions or variances from a smooth grade shall be corrected. Areas to be sodded shall be smooth before sodding occurs.

(c) *Sodding.* Sod shall be placed by staggering joints with all edges touching. On slopes, the sod shall run approximately parallel to the slope contours. Where the sod abuts a drop inlet, the subgrade shall be adjusted so that the sod shall be 1-½ inches below the top of the inlet.

Within one hour after the sod is placed and fertilized it shall be watered. After watering, the sod shall be permitted to dry to the point where it is still wet enough for effective rolling. The Contractor shall roll the sod in two directions with a lawn roller capable of applying between 50 - 80 pounds per square inch of surface pressure to eliminate air pockets.

Method of Measurement

212.09 The quantities of lawn seeding, and the three native seeding types will not be measured but shall be the quantities designated in the Contract, except that measurements will be made for revisions requested by the Engineer, or for discrepancies of plus or minus five percent of the total quantity designated in the Contract.

The quantity of sod will be by the actual number of square feet, including soil preparation, water, fertilizer, and sod, completed and accepted.

Organic Fertilizer, Compost (Mechanically Applied), Humates, Mycorrhizae soil amendments for Seeding (Native) methods drill, hydraulic, and broadcast will be measured by the actual quantity of material applied and accepted.

Measurement for acres will be by slope distances.

Basis of Payment

212.10 The accepted quantities of lawn seeding, native seeding, soil conditioning, and sod will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule. Rejected seed that has been stored longer than 30 days shall be re-ordered at the expense of the Contractor.

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Revision of Section 212
Soil Amendments, Seeding, and Sodding

Payment will be made under:

Pay Item	Pay Unit
Organic Fertilizer	Pound
Compost (Mechanically Applied)	Cubic Yard
Biotic Soil Amendments (Hydraulic Applied)	Pound
Humate	Pound
Mycorrhizae	Pound
Elemental Sulfur	Pound
Seeding (Native) Drill	Acre
Seeding (Native) Hydraulic	Acre
Seeding (Native) Broadcast	Acre
Seeding (Wetland) Drill	Acre
Seeding (Wetland) Hydraulic	Acre
Seeding (Wetland) Broadcast	Acre
Seeding (Temporary)	Acre
Seeding (Lawn)	Acre
Sod	Square Foot

Topsoil preparation including incorporating and applying amendments, seedbed preparation, water, and seed mix (LBS PLS / Acre) will not be measured and paid for separately but shall be included in the work.

Calibrating, adjusting, or readjusting seeding or fertilizing equipment will not be measured and paid for separately but shall be included in the work.

No additional cost will be accepted for approved substitution of specified seed mix.

No payment will be made for areas seeded using one of the seeding methods without receiving signed Seed and Amendment Quantities Worksheet from the Engineer.

Additional seedbed preparation before seeding to correct compaction or erosion from storm events will not be measured and paid for separately but shall be included in the work.

Additional mobilizations as needed to complete seeding within allowed seeding seasons will not be measured and paid for separately but shall be included in the work.

Removal of all competitive, non-native vegetation before spreading amendments will not be measured and paid for separately but shall be included in the work.

Revision of Section 213
Mulching

Revise Section 213 of the Standard Specifications as follows:

In subsection 213.02, Remove 2 extra spaces between marsh and hay in the first sentence of (a).

213.02 Materials shall conform to the following requirements.

(a) *Mulching*. Materials for mulching shall consist of Certified Weed Free field or marsh hay or straw of oats, barley, wheat, rye, or triticale certified under the Colorado Department of .
..

Add the following sentence to the second to last paragraph:

Straw or hay mulch shall be a minimum of 10 inches in length. Straw or hay in a stage of decomposition (discolored, brittle, rotten, or moldy) or old, dry mulch that breaks in the crimping process will not be accepted.

In subsection 213.03, Revise (a) with the following:

(a) *Hay or Straw Mulching*. After seeding has been completed or when required for erosion control, hay or straw shall be uniformly applied, at a minimum rate of 2 tons hay or 2.5 tons straw per acre with no bare soil showing, at the rate designated in the Contract or as directed. It shall be crimped to a depth of 2 to 3 inches with a crimper or other approved equipment. The Engineer may order hand-crimping on areas where mechanical methods cannot be used. The seeded area shall be mulched and crimped, and tackifier applied at a rate in Subsection (c) within four hours after seeding. Areas not mulched and crimped within four hours after seeding or before precipitation or damaging winds on site shall be reseeded with the specified seed mix at the Contractor's expense, before mulching and crimping.

When tackifier is required in the Contract it shall be applied in the following order:
(1) mulching, (2) mulch tackifier.

Revision Of Section 401 Plant Mix Pavements - General

Section 401 of the Standard Specifications shall be revised as follows:

Delete Subsection 401.17 of the Standard Specifications and replace with the following:

401.17 Compaction. The hot mix asphalt shall be compacted by rolling. Both steel wheel and pneumatic tire rollers will be required. The number, weight, and type of rollers furnished shall be sufficient to obtain the required density while the mixture is in a workable condition. Compaction shall begin immediately after the mixture is placed and be continuous until the required density is obtained. When the mixture contains unmodified asphalt cement (PG 58-28 or PG 64-22) or modified (PG 58-34), and the surface temperature falls below 185 °F, further compaction effort shall not be applied unless approved, provided the Contractor can demonstrate that there is no damage to the finished mat. If the mixture contains modified asphalt cement (PG 76-28, PG 70-28 or PG 64-28) and the surface temperature falls below 230 °F, further compaction effort shall not be applied unless approved, provided the Contractor can demonstrate that there is no damage to the finished mat.

Warm Mix Asphalt compaction requirements shall conform to CP 59.

All roller marks shall be removed with the finish rolling. Use of vibratory rollers with the vibrator on will not be permitted during surface course final rolling and will not be permitted on any rolling on bridge decks covered with waterproofing membrane.

SMA shall be compacted to a density of 93 to 98 percent of the daily theoretical maximum specific gravity, determined according to CP 51. All other HMA shall be compacted to a density of 92 to 98 percent of the daily theoretical maximum specific gravity, determined according to CP 51. If more than one theoretical maximum specific gravity test is taken in a day, the average of the theoretical maximum specific gravity results will be used to determine the percent compaction. Field density determinations will be made per CP 44 or 81.

The longitudinal joints shall be compacted to a density of 90 to 98 percent of the theoretical maximum specific gravity. The theoretical maximum specific gravity used to determine the joint density will be the average of the daily theoretical maximum specific gravities for the material that was placed on either side of the joint. Density (percent relative compaction) will be determined per CP 44.

The Contractor shall obtain one 6-inch diameter core at a random location within each longitudinal joint sampling section for determination of the joint density. The Contractor shall mark and drill the cores at the location directed by the Engineer and in the presence of the Engineer. The Engineer will take possession of the cores for

**Revision Of Section 401
Plant Mix Pavements - General**

testing. The Contractor may take additional cores at his own expense. Coring locations shall be centered on the visible line where the joint between the two adjacent lifts abuts the surface. The center of all joint cores shall be within 1 inch of this visible joint line. Core holes shall be repaired by the Contractor using materials and methods approved by the Engineer. PC and OA joint coring shall be completed within five calendar days of joint construction.

Longitudinal joint coring applies to all pavement layers. When constructing joints in an echelon paving process, the joints shall be clearly marked to ensure consistent coring location. In small areas, such as intersections, where the Engineer prescribes paving and phasing methods, the Engineer may temporarily waive the requirement for joint density testing.

Incentive or disincentive payment determined for joint density per subsection 105.05 will apply to the HMA on each side of the joint. If a layer of pavement has joints constructed on both sides, incentive or disincentive payment for each of those joints will apply to one half of the pavement between the joints.

Along forms, curbs, headers, walls, and all other places not accessible to the rollers, the mixture shall be thoroughly compacted with mechanical tampers.

Any mixture that becomes loose and broken, mixed with dirt, or is in any way defective, shall be immediately removed and replaced with fresh hot mixture, and compacted to conform to the surrounding area.

The Contractor shall construct a compaction pavement test section (CTS) for each job mix where 2,000 or more tons are required for the project. The CTS will be used to evaluate the number of rollers and the most effective combination of rollers and rolling patterns for achieving the specified densities. Factors to be considered include, but are not limited to, the following:

- (1) Number, size, and type of rollers.
- (2) Amplitude, frequency, size and speed of vibratory rollers.
- (3) Size, speed, and tire pressure of rubber tire rollers.
- (4) Temperature of mixture being compacted.
- (5) Roller patterns.

The CTS shall be constructed according to the following procedures:

The CTS shall be constructed to provide the nominal layer thickness specified. The first 500 tons of hot mix asphalt on the project location shall constitute the CTS. The production and placement rates of the CTS shall closely approximate the anticipated

Revision Of Section 401 Plant Mix Pavements - General

production and placement rates for the remainder of the Contract.

Compaction of the CTS shall commence immediately after the hot mix asphalt has been spread and shall be continuous and uniform over the entire CTS. For the CTS, compaction shall continue until no discernible increase in density is obtained by additional compactive efforts. All compaction shall be completed before the surface temperature of the mixture drops below 185 °F.

Approved types of rollers shall be used to achieve the specified density. The Contractor shall determine what methods and procedures are to be used for the compaction operation. The compaction methods and procedures shall be used uniformly over the entire last 200 tons. The Contractor shall record the following information and a copy of this data shall be furnished to the Engineer.

- (1) Type, size, amplitude, frequency, and speed of roller.
- (2) Tire pressure for rubber tire rollers, and whether the pass for vibratory rollers is vibratory or static.
- (3) Surface temperature of mixture behind the laydown machine and subsequent temperatures and densities after each roller pass.
- (4) Sequence and distance from laydown machine for each roller, and number of passes of each roller to obtain specified density.

Two sets of random cores shall be taken within the last 200 tons of the CTS. Each set shall consist of seven random cores. The Engineer will determine the coring locations using a stratified random sampling process. The locations of these cores will be such that one set can serve as a duplicate of the other. One set of these cores shall be immediately submitted to the Engineer. This set will be used for determining acceptance of the CTS and determining density correction factors for nuclear density equipment. Densities of the random samples will be determined by cores according to CP 44. Density correction factors for nuclear density equipment will be determined according to CP 81. Coring shall be performed under CDOT observation. Coring will not be measured and paid for separately but shall be included in the work. For SMA, a CTS is not used. The Contractor shall follow the requirements for the demonstration control strip per the Revision of Section 403, Stone Matrix Asphalt Pavement.

The CTS meets requirements if the Quality Level of the random samples is greater than or equal to 75. The Quality Level will be determined according to CP 71. Once constructed and accepted, the CTS shall remain in place and become part of the hot mix asphalt on the project.

When the Quality level is less than 75 the Contractor shall construct an additional test

**Revision Of Section 401
Plant Mix Pavements - General**

section, utilizing different rollers, or roller positions, or roller patterns as required. A written proposal detailing the changes in methods and procedures that will be used to obtain density is to be submitted to the Engineer for review before constructing the additional test section.

If the Quality Level of a CTS is less than 75 and greater than or equal to 44, the Engineer may accept the material at a reduced price per Section 105.

If the Quality Level of a CTS is less than 44, the Engineer may:

- (1) Require complete removal and replacement with specification material at the Contractor's expense.
- (2) Where the finished product is found to be capable of performing the intended purpose and the value of the finished product is not affected, as determined by the Engineer, permit the Contractor to leave the material in place with a pay factor, but not more than 75 percent of the bid price.

Each CTS shall be 500 tons. If in-place densities of the CTS, as determined by nuclear density equipment before determining density of the cores, meet the CTS density requirements, the Contractor may begin production paving and continue to place hot mix asphalt pavement under the following conditions:

- (1) The period during which the Contractor continues to pave without test results from cores shall not exceed one workday.
- (2) Construction proceeds at the Contractor's risk. If correlation with the cores reveals that the densities do not meet the CTS requirements, the hot mix asphalt pavement placed subsequently will be subject to price reduction or removal and replacement.

After production paving work has begun, a new CTS shall be required for different layers of pavement, unless otherwise approved by the Engineer. Each additional CTS shall be constructed and documented as specified herein, and shall be sampled, tested, and accepted or rejected as described herein.

All additional costs associated with construction of the CTS shall be at the Contractor's expense. The hot mix asphalt placed in the CTS will be paid for per subsection 401.22, at the contract price for the hot mix asphalt.

If the Contractor requests changes to the roller pattern that was established during the CTS, the Contractor must perform a Roller Pass Study to demonstrate that the specified density is obtained with the new roller pattern before proceeding with the paving operation with Engineer Approval.

**Revision of Section 401
Plant Mix Pavements - General**

Revise Section 401 of the Standard Specifications as follows:

Revise Subsection 401.10, eighth paragraph, of the Standard Specifications as shown:

The following specific requirements shall apply to the identified asphalt pavers:

- (1) Blaw-Knox asphalt pavers manufactured prior to 2007 shall be equipped with the Blaw-Knox Materials Management Kit (MMK).
- (2) Cedarapids asphalt pavers shall be those that were manufactured in 1989 or later.
- (3) Caterpillar asphalt pavers manufactured prior to 2007 shall be equipped with deflector plates as identified in the December 2000 Service Magazine entitled “New Asphalt Deflector Kit {6630, 6631, 6640}”.

1
Revision of Section 601
Concrete Acceptance

Revise Section 601 of the Standard Specifications for this project as follows:

Delete Sub-Sections 601.17 (c) and 601.17 (d) and replace with the following:

(c) Strength (When Specified).

The concrete will be considered acceptable when the running average of three consecutive strength tests per mix design for an individual structure is equal to or greater than the specified strength and no single test falls below the specified strength by more than 450 psi. A test is defined as the average strength of three test cylinders cast in plastic molds from a single sample of concrete and cured under standard laboratory conditions before testing. If the compressive strength of any one test cylinder differs from the average by more than 10 percent, that compressive strength will be deleted and the average strength will be determined using the compressive strength of the remaining two test cylinders.

When the average of three consecutive strength tests is below the specified strength, the individual low tests will be used to determine the pay factor per Table 601-3. If less than three strength tests are available the individual low tests, if any, will be used to determine the pay factor per Table 601-3. The pay factor will be applied to the quantity of concrete represented by the individual low test.

When the compressive strength test is below the specified strength by more than 450 psi but not more than 1,000 psi, the concrete represented will be evaluated by the Department for removal, corrective action, or acceptance at a reduced price. All costs of the evaluation shall be at the Contractor's expense.

When the compressive strength test is below the specified strength by more than 1,000 psi, the concrete represented will be rejected.

The Contractor may take cores at its own expense and per Colorado Procedure 65 within 10 working days of being notified of a price reduction or up to 45 days after placement, whichever is later, to provide an alternative determination of strength. When cored, price reduction for strength will be based on the corresponding cores' strength. If the core compressive strength is at least 90 percent of the specified field compressive strength, the concrete represented by the cores will be accepted with no price reduction.

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**Revision of Section 601
Concrete Acceptance**

When the Contractor fails to provide proper curing or cold weather protection, the Engineer may use cores to determine acceptance or rejection of a part of the structure instead of acceptance cylinders with the following procedure:

1. The Engineer will notify the Contractor in writing that CDOT will core the structure. The location of the coring will be directed by the Engineer. Coring and testing will be performed at the expense of the Department regardless of the result. Cores will be taken and tested per AASHTO T24 between 28 days and 45 days after concrete placement. Cores will be a minimum of 4 inches in diameter unless otherwise approved by the Engineer. A minimum of three cores in a two-square-foot area will be obtained for locations of the structure that are suspect. If the compressive strength of any one core differs from the average by more than 10 percent, that compressive strength will be deleted and the average strength will be determined using the compressive strength of the remaining two cores. If the compressive strength of more than one core differs from the average by more than 10 percent, the average strength will be determined using all three compressive strengths of the cores. If the average core compressive strength is greater than or equal to 85 percent of the specified 28-day compressive strength, the concrete represented by the cores will be accepted.
2. If the average core compressive strength is less than 85 percent of the specified 28-day compressive strength, the structure will be evaluated by the Department according to subsection 105.03 for removal and replacement. Pay factors will not be based on cores taken by the Engineer. If the concrete represented by the cores is accepted, all costs associated with the repair of the core holes, including preparation and submittal of the repair method, will be measured, and paid for separately.
3. After the Department performs additional core testing as described above, the Contractor may make one request that the structure be cored by the Contractor, tested, and re-evaluated by the Department within 45 days after concrete placement. Coring and testing costs will be at the expense of the Contractor regardless of the result. Cores shall be taken at the same area of the structure as those obtained by the Engineer. The Engineer will approve the location of the cores before the Contractor coring the structure. All costs associated with the repair of these core holes including preparation and

**Revision of Section 601
Concrete Acceptance**

submittal of the repair method, will not be measured, and paid for separately but shall be included in the work.

If the concrete in the structure is found to be sufficient resulting time delays will be considered excusable. If the concrete in the structure is still found to be deficient, resulting time delays will be considered non-excusable for this evaluation. Compensation for time delays will be evaluated by the Engineer per subsection 108.08.

The Contractor shall submit a proposed repair method for the core holes for approval before coring. The method shall use an approved non-shrink concrete patching material with a minimum compressive strength of 4,500 psi. The Contractor shall submit the manufacturer's recommendations along with the repair method. The Engineer will review and approve the proposed methodology before patching.

The Engineer will distribute electronically to the concrete supplier all compressive strength Owner Acceptance (OA) data for the concrete supplied to the project. The Engineer will distribute the OA compressive strength data within two business days of the 7-day and 28-day compressive strength testing. The data will include the compressive strength and batch ticket number at a minimum. The Contractor shall not have a valid dispute or claim as a result of any action or inaction by the Department related to the distribution of test results.

(d) *Pay Factors.* The pay factor for concrete that is allowed to remain in place at a reduced price shall be determined according to Table 601-3 and shall be applied to the unit price bid for the Item.

If deviations occur in air content and strength within the same batch, the pay factor for the batch shall be the product of the individual pay factors.

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Revision of Section 601
Concrete Acceptance

Table 601-3
PAY FACTORS FOR DEVIATIONS ON
CONCRETE AIR CONTENT AND STRENGTH

Below Specified Strength (psi)	Pay Factor (Percent) *See Note
1 - 100	98
101 - 200	96
201 - 300	92
301 - 400	84
401 - 450	75
451-1000	Evaluate by Department
451 - 600	65***
601 - 700	54***
701 - 800	42***
801 - 900	29***
901 - 1000	15***
Over 1000**	Reject

Deviations From Specified Air (Percent)	Pay Factor (Percent) *See Note
0.0 - 0.2	98
0.3 - 0.4	96
0.5 - 0.6	92
0.7 - 0.8	84
0.9 - 1.0	75
Over 1.0	Reject

* Concrete represented by out-of-spec tests will only be priced reduced with the lowest pay factor, not for each pay factor.

** After coring.

*** Concrete represented by this set is rejected for being more than 450 psi below specification. The concrete represented by this set can only be price reduced and left in place if a structural evaluation by the Structural Engineer of Record is completed and the structural evaluation indicates the structure is structurally sound.

**Revision of Section 601
Pigment in Concrete**

Revise Section 601 of the Standard Specifications as follows:

In subsection 601.05, Add a new paragraph, three paragraphs before the end, as follows:

601.05 Mix Design Submittal Requirements.

When a change occurs in the source or type of approved admixtures or the addition of approved accelerating, retarding, or hydration stabilizing admixtures to existing mix designs, the Contractor shall submit a letter stamped by the Concrete Mix Design Engineer approving the changes to the existing mix design. The change shall be approved by the Engineer before use.

Addition or removal of pigments to an approved mix shall require a new mix design. Pigment color may be adjusted in an approved mix design so long as the brand and product line of the pigment remains the same.

Unless otherwise permitted by the Engineer, the product of only one type of hydraulic cement from one source of any one brand shall be used in a concrete mix design.

Approval of the concrete mix design by the Engineer does not constitute acceptance of the concrete. Acceptance will be based solely on the test results of concrete placed on the project.

Once approved for a project, the mix design may be used for the duration of the project.

601.06 Batching.

Revision of Section 613
Lighting Pull Box

Revise Section 613 of the Standard Specifications for this project as follows:

Add new Subsection 613.02 (d) and renumber the existing subsections 613.02 (d) through (n) as follows:

613.02

- (d) *Pull box.* Pull boxes shall be verified by a 3rd Party Nationally Recognized Independent Testing Laboratory as meeting all test provisions of the American National Standard Institute/Society of Cable Telecommunications Engineers (ANSI/SCTE) 77 Specifications for Underground Enclosure Integrity, including magnesium chloride testing. Pull boxes shall be rated at the Tier 22 level and this rating shall be stenciled or cast on the inside and outside of the box and on the underside of the cover. Pull boxes shall be non-conductive and resistant to ultraviolet (UV) radiation, moisture, and chemicals. Pull boxes shall be Underwriters Laboratories (UL) listed. Certification documents shall be submitted with material submittals.

Type Six pull boxes shall be a water valve stem type pull box made of cast iron or steel. Type six pull boxes shall have the capability of accepting riser rings. A Type Six pull box shall have 3/4-inch to 1-inch diameter holes drilled or torched 3 inches from the top to accept a 4-inch to 6-inch long rubber tube (3/4 inch garden hose). The number of holes shall be as per plans or as directed by the engineer.

1. *Lids.* Removable pull box lids shall be provided with a skid-resistant surface and have the words "CDOT COMM", "CDOT ELECT", or "CDOT TRAFFIC" cast into the surface. Painting of the words shall not be accepted. The removable lid shall be included in the cost of the pull box.

A removable split lid with a removable center support beam shall be provided for pull boxes 24-inches by 36-inches or larger. Lid segment weight shall not exceed 120 pounds.

**Revision of Section 613
Lighting Pull Box**

An Electrical Marker System (EMS) locator disk manufactured into all Type B lids for communication line locating. The locator disk shall be compatible with a CDOT cable locator and utilize the APWA uniform color code standard for visual reference if the disk is observable on the exterior of the Type B lid. The locator disk shall utilize the proper locate frequency for the pull box type. The words “EMS MARKER EMBEDDED IN COVER” shall be cast into the surface. Painting of the words shall not be accepted.

Type B one-piece lids shall have a minimum of two lift slots per lid, while Type B split lids shall have a minimum of one lift slot per lid. Test point locations shall be integrated into the pull box Type B lids to provide attachment of test leads of various connector types for underground conduit tracing. The minimum number of test point locations shall equal the number of conduit banks entering the pull box, up to a maximum of five test points. Pull boxes with Type B split lids shall have test points on one lid section only. Type B lids shall be furnished with 3/8-inch by 1/16-inch-deep recesses at locations adjoining each test point for the application of direction arrow symbols indicating the direction of underground conduit exiting the pull box. Recesses shall be thoroughly cleaned with alcohol prior to applying the arrow symbol.

Type 6 pull box lids shall have “CDOT TRAF” cast into the surface.

2. Wire Mesh. When wire mesh is included, it shall be installed in a manner to completely surround the pull box. The wire mesh shall meet the material standard American National Standard Institute/American Society of Testing and Materials (ANSI/ASTM) A555-79 and made of T-304 stainless steel, 0.025-inch wire diameter minimum and shall have a spacing of 4 mesh per inch.
3. Apron. Pull boxes installed in dirt or landscaped areas shall have a pre-cast polymer concrete apron. Class B concrete shall be in accordance with Section 601. The pre-cast polymer concrete apron shall be skid-resistant, non-metallic, non-conductive, UV resistant, and shall include two lifting slots for placement in the field. The pre-cast polymer concrete apron shall be similar nominal dimensions of the concrete apron shown on the plans. The gap between the pre-cast polymer concrete apron and outer wall of the pull box shall be a maximum of 1/4 inch.
4. Ground Rod. When a ground rod is provided, it shall be a 5/8-inch by 8-foot long copper-coated steel rod.

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Revision of Section 613
Lighting Pull Box

- (e) *Electrical Warning Tape.*
- (f) *Luminaire.*
- (g) *Lighting Control Center.*
- (h) *Meter Power Pedestal.*
- (i) *Secondary Service Pedestal.*
- (j) *Heavy Duty Safety Switch.*
- (k) *Wiring.*
- (l) *Material List.*
- (m) *LED Luminaire Warranty.*
- (n) *Technical Support.*
- (o) *Temporary Lighting.*

Add new Subsection 613.08 and renumber existing Subsections 613.08 through 613.14 as follows:

613.08 Pull Box. A minimum of 12 inches of 3/4-inch angular granite-gravel shall be installed at the base of the pull box. The granite-gravel shall be free of dirt and debris and spread evenly to facilitate a level base for the pull box. The Contractor shall compact to the same density of the in-situ soil prior to the installation of the granite-gravel to alleviate future settling.

When provided, wire mesh shall be installed to completely surround the pull box as shown on the plans. The wire mesh shall be gently cut to allow only the entrance of the conduit at the bottom of the pull box. All openings cut in the wire mesh that are larger than the diameter of the conduit shall be covered with additional wire mesh in a manner to completely surround the pull box with wire mesh.

Tracer wire shall be attached to the trace test points on the underside of the Type B pull box lid. Each tracer wire shall be attached to an individual trace point; no two wires shall be attached to the same point. The Contractor shall coil an additional 6 feet of tracer wire inside the pull box to ensure that the trace wire will not disconnect from the test points when the lid is removed.

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Lighting Pull Box**

Pull boxes shall be installed in areas that are easily accessible by maintenance personnel. The slope around the pull box shall not be steeper than 5:1.

Pull boxes installed with concrete aprons or pre-cast polymer concrete shall not be installed above the grade of the apron. The concrete apron shall have a 1 percent slope away from the top of the pull box to allow for drainage. Pre-cast concrete aprons shall be installed per the manufacturer's recommendations. Unless otherwise shown on the plans, pull and splice boxes shall be installed so that the covers are level with the curb or sidewalk grade. Covers shall be level with the surrounding ground when no grade is established.

Pull or splice boxes shall be installed at a maximum distance of 400 feet or less. Boxes shall be placed at conduit ends, at all wiring splices, at all conduit angle points, and at all other locations shown on the plans. The Contractor may install additional pull or splice boxes to facilitate the work.

Where practical, pull and splice boxes near curbs shall be placed adjacent to the back of the curb. Pull boxes adjacent to light standards shall be placed along the side of the foundations as shown on the plans.

Where a conduit stub-out is called for on the plans, a sweeping elbow shall be installed in the direction indicated. The stub-out shall be terminated in a box. All conduit stub-outs shall be capped.

613.09 Wiring.

613.10 Lighting Control Center, Meter Power Pedestal, and Secondary Service Pedestals.

613.11 Heavy Duty Safety Switch.

613.12 Temporary Lighting.

613.13 Testing.

**Revision of Section 613
Lighting Pull Box**

Method of Measurement

613.14 Concrete Foundation Pads and Light Standard Foundations will be measured by the actual number installed and accepted.

**Revise Subsection 613.14 as shown (renumbered as 613.15)
613.15**

The following items will not be measured and paid for separately, but shall be included in the work:

- (1) Soil testing for foundations.
- (2) Junction boxes, pull wire, weatherheads, adaptors, and expansion joints for conduit.
- (3) Pull boxes installed for overhead lighting.
- (4) Additional pull or splice boxes installed at the Contractor's option.
- (5) Saw cutting; trenching; excavation; backfill; jacking; drilling pits; underground electrical warning tape; removal of pavement, sidewalks, gutters, and curbs and their replacement in kind to match existing grade; and all other work necessary to complete conduit and pull box installation.
- (6) Electrical conductor tagging.
- (7) Direct burial cable in conduit.
- (8) Testing of the lighting installation, including temporary power and all required cable connections.

AFFIRMATIVE ACTION REQUIREMENTS EQUAL EMPLOYMENT OPPORTUNITY

A. AFFIRMATIVE ACTION REQUIREMENTS

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

Goals and Timetable for Minority Utilization

Timetable - Until Further Notice			
Economic Area	Standard Metropolitan Statistical Area (SMSA)	Counties Involved	Goal
157 (Denver)	2080 Denver-Boulder	Adams, Arapahoe, Boulder, Denver, Douglas, Gilpin, Jefferson.....	13.8%
	2670 Fort Collins	Larimer.....	6.9%
	3060 Greeley	Weld.....	13.1%
	Non SMSA Counties	Cheyenne, Clear Creek, Elbert, Grand, Kit Carson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington & Yuma.....	12.8%
158 (Colo. Spgs. - Pueblo)	1720 Colorado Springs	El Paso, Teller.....	10.9%
	6560 Pueblo	Pueblo.....	27.5%
	Non SMSA Counties	Alamosa, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Fremont, Huerfano, Kiowa, Lake, Las Animas, Lincoln, Mineral, Otero, Prowers, Rio Grande, Saguache.....	19.0%
159 (Grand Junction)	Non SMSA	Archuleta, Delta, Dolores, Eagle, Garfield, Gunnison, Hinsdale, La Plata, Mesa, Moffat, Montezuma, Montrose, Ouray, Pitkin, Rio Blanco, Routt, San Juan, San Miguel	10.2%
156 (Cheyenne - Casper WY)	Non SMSA	Jackson County, Colorado.....	7.5%
GOALS AND TIMETABLES FOR FEMALE UTILIZATION			
Until Further Notice.....			6.9% --
Statewide			

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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this specification, and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the Invitation for Bids and on the plans. In cases where the work is in two or more counties covered by differing percentage goals, the highest percentage will govern.

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B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

Standard Federal Equal Employment Opportunity Construction Contract Specifications
(Executive Order 11246)

1. As used in these Specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes;
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required

AFFIRMATIVE ACTION REQUIREMENTS EQUAL EMPLOYMENT OPPORTUNITY

to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractor toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following;
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with

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**AFFIRMATIVE ACTION REQUIREMENTS
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specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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- g. Review, at least annually, the Contractor's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and Contractor's activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

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- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligation.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goal and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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- 13 The Contractor in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.

1. General.

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract. Provisions (Form FHWA 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract provisions.
- b. The Contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The Contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal

AFFIRMATIVE ACTION REQUIREMENTS EQUAL EMPLOYMENT OPPORTUNITY

employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. *Equal Employment Opportunity Policy.* The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program;

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include; employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

3. *Equal Employment Opportunity Officer.* The Contractor will designate and make known to the State highway agency contracting officers and equal employment opportunity officer (herein after referred to as the EEO Officer) who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. *Dissemination of Policy.*

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum;

- (1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official,

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covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

- (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.
- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:
 - (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. *Recruitment.*

- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation; "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. *Personnel Actions.* Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken

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without regard to race, color, religion, sex, or national origin. The following procedures shall be followed;

- a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his avenues of appeal.

7. Training and Promotion.

- a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
- c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

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EQUAL EMPLOYMENT OPPORTUNITY**

8. *Unions.* If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women with the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or thorough a contractor's association acting as agent will include the procedures set forth below:

- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within he time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the State highway agency.

9. *Subcontracting.*

- a. The Contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.
- b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

**AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY**

10. *Records and Reports.*

- a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate:
 - (1) The number of minority and nonminority group members and women employed in each work classification on the project.
 - (2) The Progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
 - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.
- c. The Contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391.

**Required Contract Statements
Federal American Rescue Plan ACT / State
and Local Fiscal Recovery Funds (ARPA /SLFRF) Construction Contracts**

The Contractor shall insert the following statements in each construction contract, subcontract and purchase order funded with Federal American Rescue Plan Act / State and Local Fiscal Recovery Funds (a.k.a. "ARPA/SLFRF").

- *On this construction project, in accordance with 2 CFR 200.322 - Domestic preference for procurements, to the greatest extent practicable, a preference is indicated for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).*
- *The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.*

The Contractor shall further require the inclusion of these statements in all lower-tier subcontracts.



To: Mayor Turnipseed and Town Council

From: Martha Miller, Project Manager

Date: January 14, 2025

Agenda Item: Resolution 09, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting a Financial Match for the US Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) FY 25 grant application for Grand Avenue Multimodal Reconstruction Project."

REQUEST:

Staff requests the Town Council's approval of a resolution to support a financial match of \$16,000,000 for the USDOT RAISE Grant Program application for Phase I construction of the Grand Avenue Multimodal Improvement project.

BACKGROUND:

USDOT released a Notice of Funding Opportunity (NOFO) for RAISE applications for fiscal year 2025. The RAISE program offers planning and construction grants for surface transportation infrastructure projects with significant local or regional impact. The improvements included in the Grand Avenue Multimodal Reconstruction project fit the eligibility criteria of the RAISE program. Our 2024 RAISE application was well received and obtained a rating of "Project of Merit, Highly Recommended." The 2024 Rating Sheet is attached to this memo.

The Financial Completeness Assessment section of the 2024 application received a rating of "Partially Complete" since the application lacked a funding commitment from the Town Council.

ANALYSIS:

The Town's 2025 grant application requests \$25,000,000 from the RAISE program with a \$16,000,000 match from the Town of Eagle, totaling \$41,000,000. This grant would allow the Town to complete the construction of Phase I, which extends from Eby Creek Road to 5th Street.

The funds for the \$16,000,000 match will come from the following sources and years:

	2025 Beg. Fund Balance	2025	2026	2027	2028	2029	Total
Devolution	1,881,531						\$1,881,531
Capital Fund	7,688,469						\$7,688,469
STCIP Fund		250,000	250,000	250,000			\$750,000
Developer Contributions		480,000		750,000			\$1,230,000
Water Fund				1,000,000	500,000	500,000	\$2,000,000
Sewer Fund				1,000,000	500,000	500,000	\$2,000,000
Stormwater				450,000			\$450,000
Total Match							16,000,000

COMMUNITY INPUT:

Since the project started, Staff has had regular Stakeholder Committee and property owner meetings and Public Open Houses.

BUDGET/STAFF IMPACT:

The Town's 2025 RAISE grant application requests \$25 million in federal funding, with a required local match of \$16 million. The proposed match strategy primarily relies on existing assigned fund balances within the Capital Improvements Fund (\$9,570,000), planned allocations from other funds over the next few years that staff is confident can be achieved (\$5,200,000), and known developer contributions (\$1,230,000). These sources have been identified because staff is confident in the Town's ability to achieve this match, without relying on additional debt or budgetary adjustments.

While the outlined match strategy demonstrates how the Town would achieve the required \$16 million, it does not reflect the full extent of the Town's financial efforts to support this project. If the Town continues to make projected contributions to the Grand Avenue project from the General Fund, at least an additional \$4 million could become available for other grant matches if needed. However, due to recent budget reductions, it remains uncertain whether the Town can sustain this level of projected contributions over time. Thus, additional funding from the General Fund was not named as a potential match source.

From a staffing perspective, additional resources may be required to manage grant compliance, reporting, and the oversight of this multi-year construction project. The need for temporary staffing adjustments will be evaluated as the project progresses.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This project aligns with the Town's 2025 Goal/Strategic Plan and Capital Improvements Plan by advancing the design and construction of the Grand Avenue Multimodal Improvement Project. It is consistent with the Strategic Plan's Major Objective of Matching Infrastructure to Quality of Life. The Town is committed to the success of this project, which represents a significant investment in the community's infrastructure and long-term growth. Approval of the \$16 million match funding aligns with the Town's strategic priorities and financial planning, ensuring progress toward achieving these objectives.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **Approve** or **Deny** Resolution 09, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting a Financial Match for the US Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) FY 25 grant application for Grand Avenue Multimodal Reconstruction Project."

ATTACHMENTS:

- 2024 RAISE Rating Sheet
- 2024 Grand Avenue Cost Estimate
- Resolution 09, Series 2024



U.S. Department of Transportation
Office of the Secretary
Rebuilding American Infrastructure with Sustainability and Equity (RAISE)



FY 2024 RAISE Ratings

Project Name: *Grand Avenue Multimodal Reconstruction Project*

Applicant Organization: *Town of Eagle*

Project Location: *Town of Eagle*

Urban/Rural: *Rural*

APP: *No*

HDC: *No*

Overall Merit Evaluation Rating: <i>Highly recommended</i>	
Individual Merit Criteria Ratings	Rating
Safety	<i>Medium</i>
Environmental Sustainability	<i>High</i>
Quality of Life	<i>High</i>
Mobility and Community Connectivity	<i>High</i>
Economic Competitiveness and Opportunity	<i>Medium</i>
State of Good Repair	<i>High</i>
Partnership and Collaboration	<i>High</i>
Innovation	<i>High</i>

Second Tier Analysis Assessment:

Financial Completeness Assessment	Rating
	<i>Partially Complete</i>
Environmental Review Assessment	Rating
	<i>Low Risk</i>
Benefit Cost Analysis	Rating
	<i>Positive</i>
Technical Assessment	Rating
	<i>Certain</i>

Senior Review Team Designation: *Highly Rated*

ENGINEER'S OPINION OF PROBABLE COST		Stolfus			
Project Name	Eagle Grand Ave Corridor - Eby Creek Road to 5th Street	Date:	02/09/24		
County of	Eagle				
Type	Reconstruction	Roadway Pavement		Asphalt	
Prepared by	Stolfus & Associates, Inc.				
In providing opinions of probable construction cost, the Client understands that Stolfus & Associates Inc. has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of our qualifications and experience. These costs do not reflect escalation for future costs. Stolfus & Associates, Inc. makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
201-00000	CLEARING AND GRUBBING	L S	1	\$100,000	\$100,000.00
202-00010	REMOVAL OF TREE	EACH	100	\$400	\$40,000.00
202-00200	REMOVAL OF SIDEWALK	SY	1000	\$50	\$50,000.00
202-00203	REMOVAL OF CURB AND GUTTER	LF	2200	\$20	\$44,000.00
202-00220	REMOVAL OF ASPHALT MAT	SY	1000	\$15	\$15,000.00
203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	15500	\$30	\$465,000.00
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	11500	\$60	\$690,000.00
304-06007	AGGREGATE BASE COURSE (CLASS 6) - UNDER SIDEWALK	CY	500	\$60	\$30,000.00
304-06007	AGGREGATE BASE COURSE (CLASS 6) - UNDER BIKEWAY	CY	400	\$60	\$24,000.00
403-34731	HOT MIX ASPHALT (GRADING SX) (75) (PG 58-34)	TON	8200	\$170	\$1,394,000.00
403-34731	HOT MIX ASPHALT (GRADING SX) (75) (PG 58-34) - BIKEWAY	TON	400	\$170	\$68,000.00
412-00951	CONCRETE PAVEMENT (9-1/2 INCH) (SPECIAL)	SY	500	\$200	\$100,000.00
601-07000	CONCRETE RETAINING WALL	SF	2530	\$120	\$303,600.00
606-00302	GUARDRAIL TYPE 3 (31 INCH MIDWEST GUARDRAIL SYSTEM)	LF	300	\$60	\$18,000.00
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	3000	\$90	\$270,000.00
609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	6900	\$40	\$276,000.00
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	5700	\$45	\$256,500.00
609-21900	CURB AND GUTTER TYPE 2 (SPECIAL)	LF	900	\$50	\$45,000.00
	Parking Areas	L S	1	\$1,149,200	\$1,149,200.00
	Hardscaping				\$1,467,000.00
	Landscaping				\$735,500.00
	Water Quality				\$114,800.00
	Drainage				\$3,667,230.00
Total Major Items					\$11,323,000
Item	Percent Range		Percent Selected	Costs \$	
Major Items					\$11,323,000
Erosion Control / SWMP / Water Control		1 to 5% of (A)		2.5%	\$284,000
Construction Surveying		1 to 5% of (A)		5%	\$567,000
Construction Phasing & Traffic Control		10 to 25% of (A+B+C)		20%	\$2,435,000
Utilities (Water and Sewer Upgrades)		from previous			\$2,218,400
Signing & Striping		1 to 5% of (A)		5%	\$567,000
Lighting		5 to 10% of (A)		5%	\$567,000
Mobilization		10% of (A+B+C+D+E+F+G)		10%	\$1,797,000
TOTAL OPINION OF PROBABLE CONSTRUCTION BID ITEMS COST, CBI		(A+B+C+D+E+F+G+H)			\$19,758,400
Force Account - Miscellaneous		4% of (I)		4%	\$791,000
TOTAL OPINION OF PROBABLE CONSTRUCTION ITEMS COST, CI		(I+J)			\$20,549,400
Construction Engineering, CE & Indirects		20.00% of (K)		20%	\$4,110,000
TOTAL OPINION OF PROBABLE CONSTRUCTION		(K+L)			\$24,659,400
Contingency		20% of (M)		20%	\$4,932,000
Right-of-Way		105,000 Square Feet @ \$60/SF			\$6,300,000
Future Design Costs		10% of (M+N)			\$2,959,140
Inflation		2.7% per year of (M)		2 years	\$2,126,251
TOTAL PROJECT OPINION OF PROBABLE COST		(M+N+O+P+Q)			\$41,000,000

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 09
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, SUPPORTING A FINANCIAL MATCH FOR THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT) REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM APPLICATION FOR THE GRAND AVENUE MULTIMODAL RECONSTRUCTION PROJECT

WHEREAS, USDOT recently released a Notice of Funding Opportunity (NOFO) for RAISE applications for fiscal year 2025. RAISE program provides grants for surface transportation infrastructure projects with significant local or regional impact and

WHEREAS, The improvements in the Grand Avenue Multimodal Reconstruction Project fit the eligibility criteria of the RAISE program since the improvements are focused on surface transportation safety and multimodal enhancements; and

WHEREAS, this project aligns with the 2025 Strategic Plan's goal to continue to design and seek funding for the Grand Avenue corridor and

WHEREAS, In 2025 – 2029, the Town has budgeted and earmarked \$16,000,000 for improvements on Grand Avenue and

WHEREAS, the application is due to USDOT By January 30, 2025.

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

Section 1. The Town Council hereby supports a financial match for the U.S. Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant request for the Grand Avenue Multimodal Reconstruction Project improvements not exceeding \$16,000,000.
INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 14, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: January 14, 2025

Agenda Item: Resolution 10, Series 2025 "A Resolution Designating the Place for Posting of Notices of Meetings for the Boards and Commissions of the Town of Eagle"

REQUEST: Staff requests that the Town Council approve a Resolution for posting notices for boards and commissions for 2025.

BACKGROUND: This Resolution addresses the posting of notices by municipalities and is required by statute.

ANALYSIS: The Town of Eagle posts its meeting notices on our website. Posting electronically will occur unless an event requires physical posting on our meeting board outside of Town Hall. Approval of this Resolution would not preclude staff from posting physical notices and staff may at its discretion physically post notices as needed and in emergencies.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: None.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: : This is a statutory reference and is not in the strategic plan, however, this does provide transparency and consistency for the public.

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION TO APPROVE THE CONSENT AGENDA

ATTACHMENTS:

1. 10 Designating Posting Place

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 10
(SERIES 2025)

A RESOLUTION DESIGNATING THE PLACE FOR POSTING OF NOTICES OF MEETINGS FOR
THE BOARDS AND COMMISSIONS OF THE TOWN OF EAGLE

WHEREAS, Section 24-6-402(2)(c), Colorado Revised Statutes, as amended requires that a place for posting of notices of meetings be designated annually each year; and

WHEREAS, it is necessary to designate a posting of notices of meetings held by the Board and Commissions of the Town of Eagle for the 2025 calendar year.

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

Section 1. The Town's website, www.townofeagle.org, is hereby adopted as the official posting location for all meeting notices pursuant to C.R.S. § 24-6-402.

Section 2. In the event online notice is not possible due to emergency circumstances, the alternative posting place is the bulletin board at Eagle Town Hall, 200 Broadway, Eagle, Colorado.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on January 14, 2025.

TOWN OF EAGLE, COLORADO

By _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: January 14, 2024
Re: Town Manager Report

Community Engagement & Meetings: This report highlights our recent community outreach efforts and critical regional and project-specific meetings. Our top priority is to engage with stakeholders, stay abreast of developments, and contribute to our Community's growth.

Brush Creek Pavilion Fee Waiver Request for January 18 Event: Staff seeks the Town Council's support to waive the \$450 rental fee for the Brush Creek Pavilion on Saturday, January 18, to accommodate the Eagle County Democrats' planned "Women's March." This event is part of a nationwide day of action and will feature speakers from Planned Parenthood and State Senator Dylan Roberts. Originally planned as an outdoor gathering at Brush Creek Park, the event has raised safety concerns due to its public nature.

Lieutenant Causey recommended relocating the rally inside the Pavilion to enhance security and ensure a safe environment. As part of this adjustment, the organizers are required to hire two extra duty officers for the event at a total cost of \$660. In light of this additional expense, the staff requests the Council's approval to waive the \$450 Pavilion rental fee to support this community event.

The Town of Eagle has a promising opportunity to lead, in collaboration with Brandon Cohen, Abrica Haymeadow Development, and the Eagle County Open Space Program, to enhance our Community's open space through a proposed conservation easement. This initiative would involve reducing approximately 160 acres from the approved development area within the Haymeadow project and designating it as a conservation or open space easement. The housing units initially planned for this area would be redistributed within the remaining development footprint, ensuring no net loss of planned housing. This approach offers a rare chance to balance thoughtful development with environmental stewardship, reflecting the core values of our Community. Moving forward with this initiative will require significant time and financial resources from all involved parties. We want to ensure we have the Town Council's support to proceed effectively.

We continue to the Eagle County Regional Housing Needs Analysis on December 18, which delivers a comprehensive overview of the county's current and future housing demands. It highlights two main areas: addressing existing housing shortages and planning for future growth through 2035. Current challenges include 686 overcrowded units (with 343 new units needed to address this), a high number of in-commuting workers (requiring 1,308 additional units to reduce out-of-county commutes by 20%), 867 unfilled jobs (demanding 278 new housing units for workers), and 195 households in temporary housing (necessitating 195 new rental units). The job growth in sectors like food services, construction, and healthcare is expected to generate demand for 2,256 additional housing units. Future rental needs will focus on low-income households (51%-80% of AMI), while ownership needs will primarily target middle-income households (120%-200% AMI). This analysis provides a clear roadmap for tackling housing challenges and supporting sustainable growth across the county. The draft report link: [\(draft.Housing.Gaps\)](#)

The Core Transit 10-Year Transit Development & Capital Plan team continues advancing steadily, with the first phase nearing completion. This phase included public outreach and an analysis of existing conditions, revealing a 20% increase in ridership since 2019, with 2024 poised to set new records. Winter routes, particularly the Vail/Beaver Creek Express, operate at or above capacity during peak times, while over half of the bus stops lack basic amenities, as highlighted by community feedback. A Spanish-speaking focus group emphasized the need for safer, more accessible, and comfortable bus stops, reflecting a commitment to inclusivity. The travel market analysis identified high-demand corridors between Edwards, Avon, and Vail and growing demand between

Gypsum and Eagle. The next phase, running through February, will develop and evaluate service alternatives to address these insights, focusing on tailored routes for commuters, visitors, and seniors while improving accessibility and frequency. Evaluation criteria will be refined to optimize resource allocation across key travel markets. The Technical Advisory Committee will meet in January to refine these alternatives and align them with community goals, setting a strong foundation for the subsequent planning phases.

Administration and Organization Update:

I extend my heartfelt gratitude to the incredible team members of our Town organization for their unwavering dedication throughout the holiday season in the Police and Public Works teams and to all of our team members for their remarkable contributions during 2024. As we step into 2025, we do so with renewed hope, boundless opportunity, and a shared optimism for the future. Your hard work and commitment continue to make Eagle the vibrant and welcoming Community we all cherish—thank you for everything you do.

The Town awaits the announcement of the FY 2025 RAISE Funding program, supported by the Bipartisan Infrastructure Law, which provides \$1.5 billion for transformative infrastructure projects nationwide. Our Grand Avenue Multimodal Reconstruction Project (GRANT14083451) has been recognized as a 2024 Project of Merit, earning a "Highly Recommended" rating and eligibility for reserved funding in this round. The first phase of awards is anticipated to be announced the week of January 13-17, and should our project not be selected, we are prepared to refine and resubmit our application for the second round by January 30. This milestone reflects our commitment to enhancing mobility and connectivity for the Community, and we remain optimistic about advancing this critical initiative.

In 2024, our organization reached a significant milestone by successfully filling 25 key positions, strengthening our capacity to deliver exceptional service to the Community. With five full-time roles still open, we remain focused on recruiting candidates who share our mission of enhancing service delivery. As part of our commitment to fiscal sustainability, we have strategically paused recruitment for general fund-supported roles, ensuring that workforce growth aligns with long-term revenue stability. This thoughtful approach underscores our dedication to building a resilient, high-performing team prepared to meet the evolving needs of our Community.

Economic Development:

The Town of Eagle continues working on advancing our commitment to sustainable growth by collaborating with East Eagle Partners to maximize development opportunities on recently annexed properties and finalize the annexation of Parcels A and F. These initiatives are pivotal to addressing housing needs and ensuring balanced, strategic growth in the East Eagle Subarea, reinforcing our shared vision for a vibrant and prosperous community.

The Town of Eagle is actively advancing its commitment to align commercial development with local housing needs through strategic collaboration with Economic & Planning Systems (EPS). This partnership includes ongoing discussions about a Commercial Linkage Fee to support housing solutions linked to commercial growth and financial analyses for potential annexations. EPS is also finalizing recommendations for infrastructure funding and revenue-sharing strategies, and the first draft was presented to the Town Council for review and discussion on January 7, 2024.

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
December 3, Work Session	Updates to the Land Use Code: standards for employee dwelling units, Broadway design standards, and Chapter 4.17 Administration and Procedures, Planning Department.
January 7, 2025 Work Session	East Eagle Financing Strategy & Commercial Linkage Study 2-hours
February 4, 2025 Work Session	Capitol Street - Conceptual Designs and Costs 1-hour
March 4, 2025 Work Session	Affordable Housing Accelerator Project (AHAP) 2-hours
April 1, 2025 Work Session	1) Grand Avenue update discussion 45-minutes

	2) Joint West Eagle sub-area discussion Council and P&Z 1-hour
May 6, 2025 Work Session	
Request for Additional Work Sessions	Topic



To: Mayor and Town Council
From: Larry Pardee, Town Manager, and Department Leads
Date: January 14, 2025
Re: Department Updates for December 2024

December 2024

ASSISTANT TOWN MANAGER

Staffing update:

- Jamie Wilson will be leaving the Town for an exciting new opportunity with our partners at Mountain Recreation. Jamie has been an incredible team member, communications expert and wonderful human being to work with. We are sad to lose her but very happy for her next adventure as the Marketing and Community Engagement Manager for Mountain Rec. Jamie's last day with the Town is Friday, Jan. 10th. We wish her all the best and are glad we'll still see her around town.

SPECIAL PROJECTS

People and Culture

- The ATM and HR worked to finalize a new performance review template and process that will be rolled out with the full staff in January and February. We are excited to bring the organization's values and culture statement to the forefront of our performance reviews. The reviews will now be more focused on collaborative conversations between staff and supervisors about each team member's professional development and contributions to the Town's mission. We would like to extend a huge THANK YOU to Chief Buhlman for her detailed and thoughtful edits and suggestions to make these templates and the process as impactful as possible across the whole organization.
- Beginning in January, we will enroll another group of staff for the ICMA High-Performance Leadership Academy. Staff from various departments will have an opportunity to take the course throughout the year.

Pool Replacement Project

- The Eagle Pool project continues to progress well, despite the weather. Both pool shells have been poured and are currently undergoing water tightness testing. A special mixture was added to the concrete that crystallizes overtime when the pool is filled. This, coupled with a liner and drain system that surrounds each pool, will mitigate any future seepage from reaching the soil around the pools.
- Final decisions on pool amenities are being discussed including splash and spray features for the leisure pool, shade structures, and zipline and climbing wall amenities for the lap pool. The budget has been tracked closely. The realization of planning and permit fees and the EEOP fees will impact the available contingency for these amenities. Staff are continuing to explore options and refine the budget.

Additional Park Planning

- The ATM also prepared RFP materials for a skatepark design firm, an element of the GOCO grant received in 2024. The goal is to get a design completed before the summer and explore funding options heading into the 2026 budget cycle. The skatepark design process will be community focused and incorporate opportunities for community members, including youth, to provide ideas and feedback.
- The ATM is working with the Ulysess Group, new ownership of the Eagle Villas, on a joint planning effort to upgrade Nogal Park. Staff received a proposal from Norris Designs to help with developing a park design. This process will also include community engagement from both the Eagle Villas and Red Mountain Townhomes.

ECONOMIC DEVELOPMENT

- Ongoing efforts to promote Eagle's businesses and recreation hubs to draw visitors from Ice Castles. Staff prepared a sponsorship package and secured an additional \$10,000 to fund coordinated marketing and feature the participating local sponsors. Ice Castles also provides a locals' night for Eagle and Gypsum residents. Visit their site to learn more about [available discounts](#).
- Staff and the EVC convened for a year-end meeting in December. The focus topics included shifting to a quarterly meeting starting in January 2025, member terms and appointing a new Chair, exploring how the EVC can serve as an ambassador for and around Eagle's business community, and ongoing implementation of select Economic Development Plan strategies.

HOUSING

- Staff worked on finalizing the Employee Housing Guidelines and associated documents with the legal team.
- Staff coordinated with the Haymeadow / 7 Hermits Development team and the Valley Home Store to support the drawing and future closings of the next phase of units.
- The State informed staff that contractors are now able to continue / finish work for the Technical Assistance grant program the Town was participating in. Consultants will come and present those findings to the Council at the second meeting in January.

SUSTAINABILITY

December 2024

- Staff supported the Climate Action Collaborate by finalizing a draft of the new 2025 work plan. This work plan was devised by sustainability staff throughout the county and recommended to the CAC board. The updated work plan will be sent to Walking Mountains to ensure the content matches the available CAC budget that is funded by the stakeholders. This exercise ensures that local governments' climate priorities are aligned with the work the CAC staff is directed to do by the coalition.
- Thank you to the holiday party planning committee! All single use items at the event were compostable or recyclable, and staff from various departments all pitched in to divert as much waste from the landfill as possible.
- Staff and Yearout Energy conducted building energy walk throughs on December 11th to confirm existing site conditions and gather all data needed to move into the second phase of our work with them: building electrification, as well as to move toward completing the planning stage for electrifying our municipal buildings.
- Staff continues to work with Vail Honeywagon to update our contract so that waste diversion is included at every facility at which it's feasible, and to better align any fee changes with the town's regular schedule.
- Staff preregistered for the Inflation Reduction Act direct/elective pay credit pertaining to the 746 kW solar array at the water and wastewater facility. If approved, this will release between 6% and 30% of project costs back to the town in a direct payment from the IRS.

- In 2024, a total of \$50,000 was granted to community partners to support sustainability work throughout Eagle. These funds enabled the installation of a 9.45 kW solar system and energy efficiency improvements at the Brush Creek Elementary School greenhouse, as well as supported 45 town residents with landscape and irrigation evaluations, 14 residents with turf replacement rebates (totaling \$52,903 and converting 24,435 sq feet of lawns to low water alternatives), and 5 residents with efficient irrigation system rebates administered via the Beyond Lawn program.
- Both the MOU and PSA with the Adam Palmer Sustainability Fund are now complete. Staff continues to work with the Palmer Fund to establish the Sustainability Advisory Committee with associated bylaws, member application, and meeting schedule. The committee will make funding recommendations to council to issue \$15,000 in community sustainability funding budgeted in 2025 and bolstered by Palmer Fund dollars, as well as serve as community ambassadors to further action toward the net zero 2030 goal.

SPECIAL EVENTS

December 2024 - Highlights

Christmas on Broadway

"This truly was one of the best parades that the town of Eagle has had in the entirety of the time I have done the announcing for it. It was well organized, the floats were spaced out well, and everyone seemed to have a great time". - Yvonne Glassman

Best Float – Endorphin Eagle

Best Float (non-profit) - St. Mary's Catholic Church

*Winners received \$250

Procession of Our Lady of Guadalupe

Pilgrimage down Broadway, from Town Park to the St. Mary's Church, on Sunday, December 8 at 9am included the Matachines dance.

Pond Hockey Tournament Eagle Town Park Ice Rink hosts the annual pond hockey tournament benefiting BMHS hockey. The outdoor ice rink is managed by a group of dedicated volunteers, the Eagle Ice Dads.



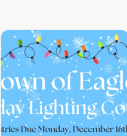
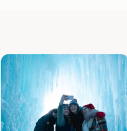
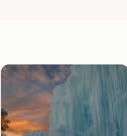
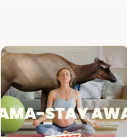
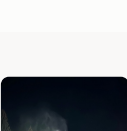
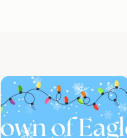
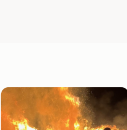
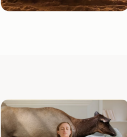
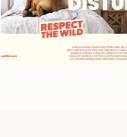
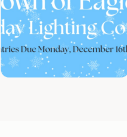
Post performance - Facebook Pages

Data from 01 Dec, 2024 to 31 Dec, 2024

Sources

-  Eagle Outside

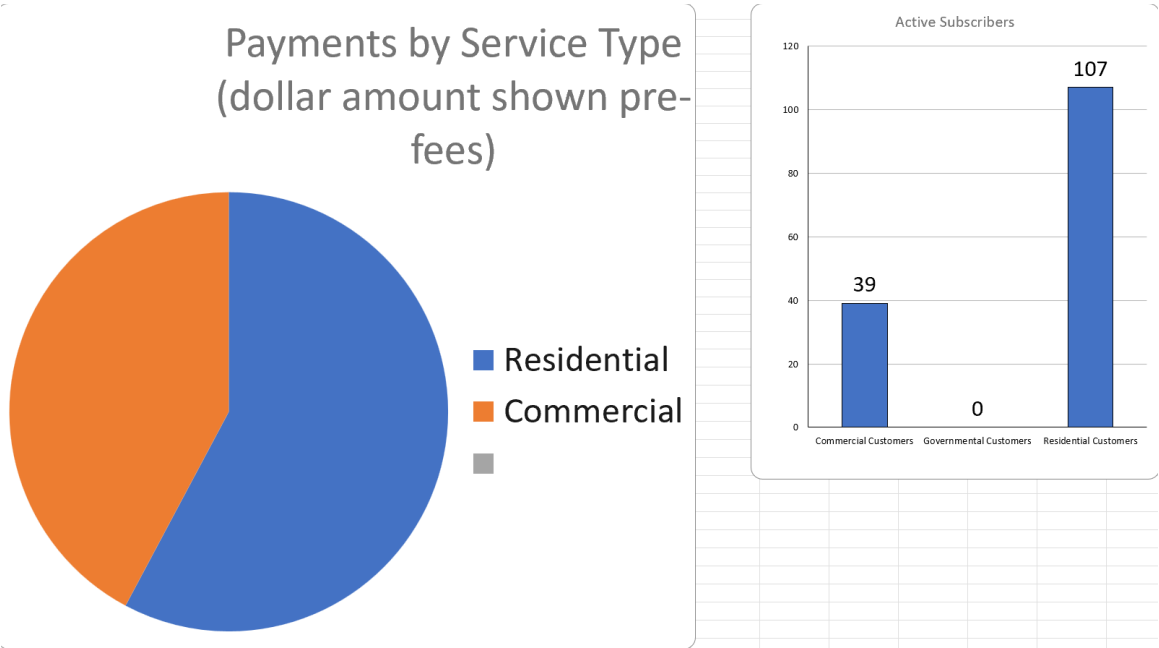
 Town of Eagle, CO

DATE	POST	AUTHOR	CLICKS	COMMENTS	LIKES AND REAC...	REACH ▼	SHARES	VIDEO VIEWS
 Town of Eagle, CO Dec 17, 00:00	 Eagle Ice Castles opens Friday, December 20th. Step into magic and wonder filled with ice slides, towers, tunnels and caverns. Tickets are available at icecastles.com.	Town of Eagle	564	8	51	4,283	13	0
 Town of Eagle, CO Dec 06, 00:12	 Drive With Care: Elk in Brush Creek Park Area Over the past several days, there has been a significant increase in the number of elk near Brush Creek Park and Pavilion. While it's common to see elk in this area during the winter months, th...	Town of Eagle	463	5	62	3,150	22	0
 Town of Eagle, CO Dec 19, 17:01	 Eagle Town Park Outdoor Ice Rink is OPEN! Thank you, Eagle Ice Dads! The rink is free and open to the public. For more information check out eagletownparkicrink.com 📍	Town of Eagle	90	0	60	1,608	8	0
 Town of Eagle, CO Dec 06, 18:02	 Wassailfest! Happening NOW, DEC 6 & 7. Wassailers are invited to sample unique recipes of wassail at participating Eagle businesses. Wassailers then vote for their favorite. Turn in your card tomorrow, Saturday, December 7th at 6:30p...	Town of Eagle	48	0	29	1,360	3	0
 Town of Eagle, CO Dec 19, 19:30	 In case you missed the Vail Daily article on the magical Ice Castles at the Eagle County Fairgrounds. Here it is: https://ow.ly/S4Ph50Uxos7. 📍Locals' Nights for Eagle and Gypsum Residents 📍 Starting on Jan. 9, every Thursday that is not ...	Town of Eagle	201	2	30	1,242	3	0
 Town of Eagle, CO Dec 27, 16:01	 Twelfth Night Christmas Tree Burning is Monday , January 6th, 6pm at Bull Pasture Park. Please drop your tree in the designated area.	Town of Eagle	11	0	9	1,117	5	0
 Town of Eagle, CO Dec 13, 18:01	 As a reminder, seasonal wild life trail closures are currently in effect through April 15 in the Eagle area. Please observe these closures to minimize disturbance to wintering wildlife! For additional information on trail closures and to find out...	Town of Eagle	13	1	5	693	1	0
 Town of Eagle, CO Dec 12, 19:00	 Town of Eagle Holiday Lighting Contest is open. Entries are due Monday, December 16th. Judging will take place Wednesday, December 18th. Be Merry & Bright! https://ow.ly/vUax50Ug5LN	Town of Eagle	7	0	7	600	4	0
 Town of Eagle, CO Dec 20, 19:30	 Twelfth Night Tree Burning is Monday, January 6th, at 6pm. Drop off your Christmas Tree at Bull Pasture Park from DEC 25 - JAN 6. Please drop your tree in the designated area.	Town of Eagle	3	0	11	555	1	0
 Eagle Outside Dec 17, 00:00	 Eagle Ice Castles opens Friday, December 20th. Step into magic and wonder filled with ice slides, towers, tunnels and caverns. Tickets are available at icecastles.com.	Town of Eagle	35	1	6	553	0	0
 Town of Eagle, CO Dec 28, 18:00	 In the winter, elk, deer, and other wintering animals operate on low energy reserves and stress can negatively impact winter survival rates and birth rates. Minimizing disturbance to elk and deer during the winter months is critical to...	Town of Eagle	10	1	7	535	4	0
 Town of Eagle, CO Dec 07, 19:00	 Today's the day! Christmas on Broadway! Parade starts at 5:30pm. Take pictures with Santa before & after the parade. Santa's Igloo is located next to Wishes Toy Store on Broadway.	Town of Eagle	11	0	10	521	1	0
 Eagle Outside Dec 29, 19:30	 In case you missed the Vail Daily article on the magical Ice Castles at the Eagle County Fairgrounds. Here it is: https://ow.ly/S4Ph50Uxos7. 📍Locals' Nights for Eagle and Gypsum Residents 📍 Starting on Jan. 9, every Thursday that is not ...	Town of Eagle	53	4	13	513	0	0
 Town of Eagle, CO Dec 18, 18:05	 Most of the trails and open space areas in Eagle are closed every year from December 1 - April 15 to minimize disturbance to deer and elk that spend the winters in the Brush Creek Valley. In the winter, deer and elk are stressed whil...	Town of Eagle	10	1	8	512	4	0
 Eagle Outside Dec 06, 18:02	 Wassailfest! Happening NOW, DEC 6 & 7. Wassailers are invited to sample unique recipes of wassail at participating Eagle businesses. Wassailers then vote for their favorite. Turn in your card tomorrow, Saturday, December 7th at 6:30p...	Town of Eagle	12	0	4	457	0	0
 Eagle Outside Dec 19, 17:00	 Eagle Town Park Outdoor Ice Rink is OPEN! Thank you, Eagle Ice Dads! The rink is free and open to the public. For more information check out eagletownparkicrink.com 📍	Town of Eagle	9	0	7	396	0	0
 Town of Eagle, CO Dec 23, 14:01	 In observance of the Christmas Holiday, Town of Eagle municipal offices will be closed on Tuesday and Wednesday, Dec. 24-25. Regular hours will resume on Thursday, Dec. 26. For emergencies, call 911. For non-emergencies, please...	Town of Eagle	5	0	3	352	0	0
 Town of Eagle, CO Dec 16, 17:00	 Entries for the Holiday Lighting Contest are due TODAY, Monday, December 16th. Judging will take place Wednesday, December 18th. Be Merry & Bright! https://ow.ly/vUax50Ug5LN	Town of Eagle	21	1	4	336	0	0
 Eagle Outside Dec 27, 16:00	 Twelfth Night Christmas Tree Burning is Monday, January 6th, 6pm at Bull Pasture Park. Please drop your tree in the designated area.	Town of Eagle	1	0	3	312	1	0
 Eagle Outside Dec 18, 18:00	 Most of the trails and open space areas in Eagle are closed every year from December 1 - April 15 to minimize disturbance to deer and elk that spend the winters in the Brush Creek Valley. In the winter, deer and elk are stressed whil...	Town of Eagle	3	0	3	273	1	0
 Eagle Outside Dec 28, 18:00	 In the winter, elk, deer, and other wintering animals operate on low energy reserves and stress can negatively impact winter survival rates and birth rates. Minimizing disturbance to elk and deer during the winter months is critical to...	Town of Eagle	1	0	4	250	0	0
 Eagle Outside Dec 12, 19:00	 Town of Eagle Holiday Lighting Contest is open. Entries are due Monday, December 16th. Judging will take place Wednesday, December 18th. Be Merry & Bright! https://ow.ly/LQ5150Ug5LQ	Town of Eagle	2	0	2	205	0	0
 Eagle Outside Dec 13, 18:00	 As a reminder, seasonal wild life trail closures are currently in effect through April 15 in the Eagle area. Please observe these closures to minimize disturbance to wintering wildlife! For additional information on trail closures and to find out...	Town of Eagle	0	0	1	194	0	0
 Eagle Outside Dec 07, 19:00	 Today's the day! Christmas on Broadway! Parade starts at 5:30pm. Take pictures with Santa before & after the parade. Santa's Igloo is located next to Wishes Toy Store on Broadway.	Town of Eagle	1	0	1	162	0	0

INNOVATION TECHNOLOGY
December 2024

Broadband update:

- 39 business/government subscribers, 107 residential subscribers, 33 in queue
- Broadband revenue generated in November: \$9781.45

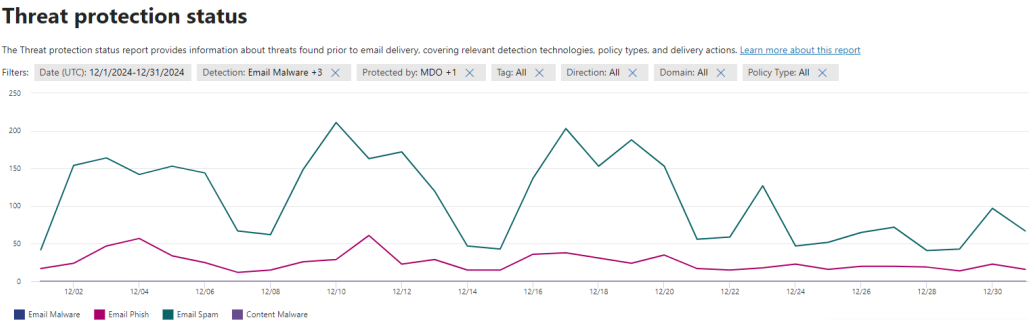


Training:

- 12/5 - Planner Training: All CommDev
- 12/11 - Personalized Planner Training & Configuration
- 12/16 - Personalized Teams Training and OSRAC Meeting Reconfiguration

Technical Operations:

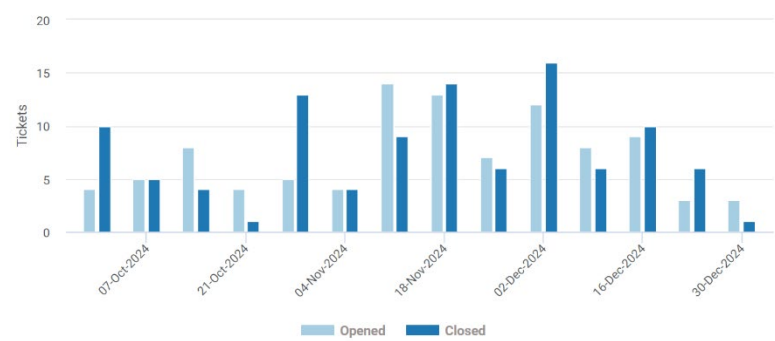
Email threat protection report:



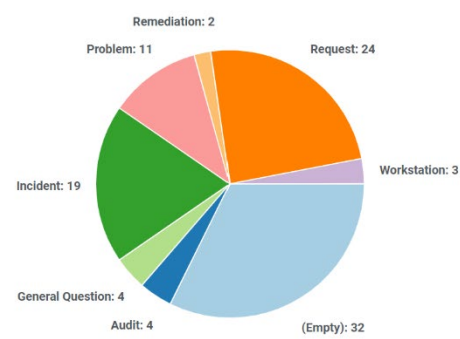
99 Tickets Opened - Previous 3 Months

105 Tickets Closed - Previous 3 Months

Tickets Opened Vs. Closed - Previous 3 Months



Tickets Opened by Type - Previous 3 Months



Support ticket report:

FINANCE DEPARTMENT

December 2024

Administration/Financial:

- **Budget:**
 - Finance continued to work on the 2024 revised budget and the 2025 budget.
 - **January 31st** – Deadline for Certified copy of the adopted budget filed with the State
- **Short Term Rentals (STRs):** Finance will provide a year-end STR update in the next monthly report that will include December revenues received in January as well.
- **Audit:**
 - The annual audit is currently ongoing, with Finance working with our auditor to provide all requested follow-up items. We'll keep you informed of any further developments. Thank you for your understanding and continued support.
- **Year End Transfers:**
 - Processed all Year End Budgeted Fund Transfers
 - Processed all Year End Combined Cash Transfers
- **Policy Updates:**
 - **Planning Consultants' Pass-Through Costs** - Collaborated with the Community Development team to review and develop policies related to Planning Consultants' Pass-Through Costs.
 - **Travel and Expense Policy Updates for 2025:** Finance updated the policy to reflect the IRS mileage rate and per diem rate increases, in line with the current policy. During the review, staff identified a few additional adjustments. The updated policy was reviewed by Administration and will be distributed in early January.
 - **Utilization of LERP Fee-in-Lieu Funds Policy** – Drafted a policy to guide the future utilization of LERP Fee-in-Lieu funds, aiming to provide clarity for both Council and staff, particularly during transitions. The draft policy will undergo staff review and revisions before being presented to Council in the first quarter.
- **Grants:** An update on 2024 grants will be included in the next monthly report.
- **Fiscal Impact Analysis** – Met with Community Development and EPS multiple times in December to discuss the Fiscal Impact Analysis (FIA) for East Eagle. Finance provided EPS with Town information to refine and improve the assumptions used in the analysis.

Payroll/HR:

- Holiday Bonuses prepared and issued at Holiday Party
- Completed 4th quarter Unemployment Tax Report
- Completed 4th quarter 941 Report
- Completed Year-end Payroll
 - 2024 - W2s completed and distributed via paper and electronic
- Input 2025 Payroll Benefit Adjustments - Updated new health Insurance rates and changes (Employee and Employer) and HSA changes
- Began assist HR with reviewing and creating 2025 merit adjustment forms.
- **Retirement Forfeitures Utilized** – The Town utilized retirement payments previously made for employees who left prior to becoming fully vested. This resulted in savings of \$13,180 for the Town.

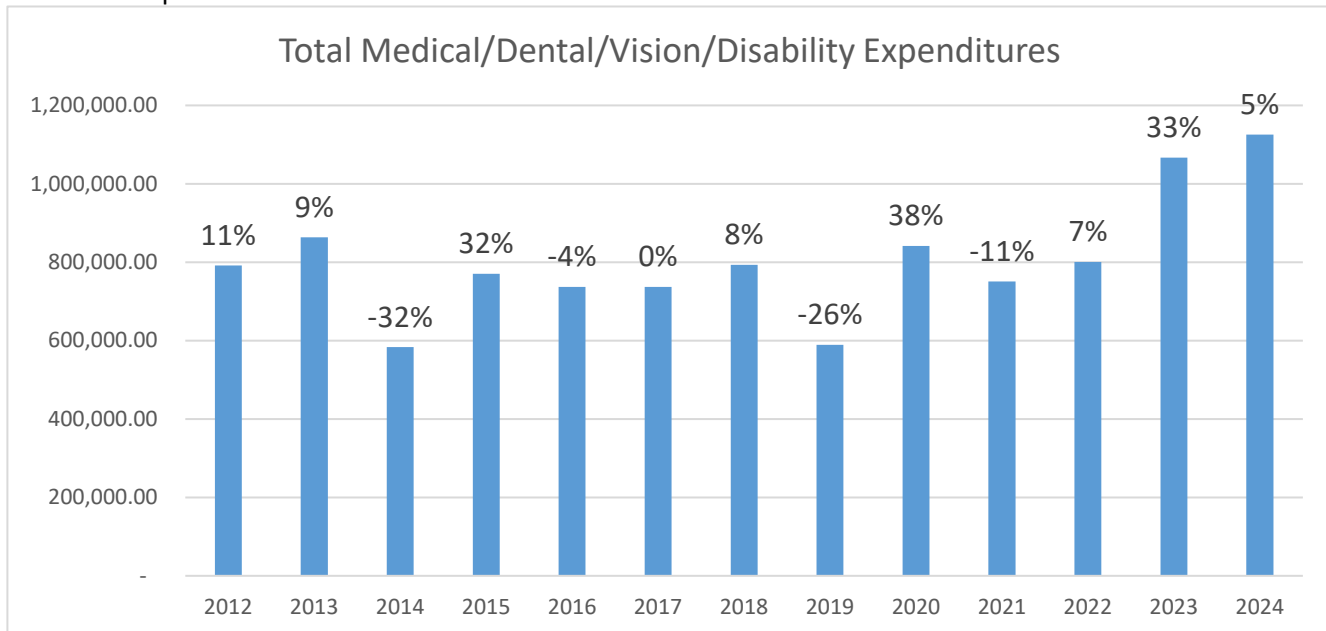
- **Position changes in payroll**

- No New Hires
- No Terminations

- **Benefits:**

Year over year total employee Insurance benefit costs to the Town: *Please note percentages are variances from prior year.*

The Town's health insurance expense for 2024 totaled \$1,125,196, reflecting an increase of \$58,430 (approximately 5%) over 2023. The Town changed to a fully insured model in 2021. The Town previously had a partial self-insurance plan which created the potential for large swings based on actual claims paid. Looking ahead, the Town is likely to experience continued increases in health insurance costs unless more significant adjustments are made. For 2025, projected increases are 11.5% for the PPO6 plan and 13.2% for the HDHP plan.



Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID							
	2020	2021	2022	2023	2024	VARIANCE FROM PY	
JANUARY	205	230	249	285	280	(5)	-2%
FEBRUARY	237	217	254	212	278	66	31%
MARCH	234	247	243	264	390	126	48%
APRIL	137	214	331	259	300	41	16%
MAY	162	260	269	388	314	(74)	-19%
JUNE	221	400	398	290	309	19	7%
JULY	314	239	329	310	386	76	25%
AUGUST	241	243	255	312	470	158	51%
SEPTEMBER	92	218	222	330	344	14	4%
OCTOBER	371	234	301	304	349	45	15%
NOVEMBER	244	299	363	273	215	(58)	-21%
DECEMBER	286	245	258	286	354	68	24%
Total Invoices	2,744	3,046	3,472	3,513	3,989	476	14%
Annual % Change	-20.88%	11.01%	13.99%	1.18%	13.55%		

- **2024 Increase in Invoices Processed** – The Town saw a 14% increase in invoices processed in 2024 which is significant but expected considering the significant increase in capital projects in 2024 and several new departments and positions.
- **Accounts Payable Software RFP Update** – Staff received eight proposals by the November 8th submission deadline. The review process was completed in December, and demos are now being scheduled for our finalists. Our goal is to evaluate the proposals, conduct demos with key stakeholders, and make a final selection by the end of February. In addition, we will review the AP software proposals alongside the HRIS RFP to identify potential integration opportunities. This will ensure that the chosen solution not only aligns with our operational needs but also supports future system improvements.

Utilities:

- **December 2024:**
 - Property Transfers – 4 (YTD – 102)
 - New Account Set Up – 2 (YTD – 55)
 - Utility Red Tags – 30 (2024 monthly Average 22.9)
 - Water Shut Offs – 0 (2024 monthly Average 0.75)
- **Vail Honeywagon Refuse Contract Review** – Finance collaborated with Events, Sustainability, and the Assistant Town Manager to review the new contract with Vail Honeywagon. Staff identified several areas for potential modification to enhance clarity and understanding. The revised contract is expected to be presented to Council in early 2025.

5-Year Information:

Year	2024	2023	2022	2021	2020
New Account Set Up	55	33	51	27	49
Property Transfers	102	116	168	187	179
Red Tags	275	270	277	245	187
Shut Offs	9	14	13	6	2

Water Usage and Budget v. Actual:

Water Usage (In Thousands)									
MONTH	2019	2020	2021	2022	2023	PRIOR 5 YR AVG	2024	CHANGE OVER AVERAGE	
JANUARY	18,569	17,925	16,564	16,602	15,660	17,064	15,813	(1,251)	-7%
FEBRUARY	15,554	15,981	15,538	14,503	18,016	15,918	16,630	712	4%
MARCH	14,844	15,501	16,099	16,436	13,615	15,299	14,814	(485)	-3%
APRIL	16,101	15,578	17,443	14,988	15,071	15,836	16,935	1,099	7%
MAY	20,473	34,006	23,775	24,859	17,773	24,177	18,715	(5,462)	-23%
JUNE	37,622	61,463	60,403	51,373	42,130	50,598	48,409	(2,189)	-4%
JULY	58,319	59,749	54,926	54,700	56,705	56,880	52,778	(4,102)	-7%
AUGUST	66,525	68,047	58,490	54,510	61,978	61,910	52,501	(9,409)	-15%
SEPTEMBER	57,092	58,173	57,272	56,490	48,778	55,561	45,961	(9,600)	-17%
OCTOBER	32,446	31,460	28,172	28,272	29,872	30,044	32,556	2,512	8%
NOVEMBER	15,551	16,197	16,892	14,246	15,838	15,745	15,916	171	1%
DECEMBER	15,503	16,272	13,871	14,847	15,838	15,266	13,576	(1,690)	-11%
TOTAL YTD	368,599	410,352	379,445	361,826	351,274	374,299	344,604	(29,695)	-8%

For 2024, water demand ended at 92% of our prior 5-year average. This appears appropriate based on the level of precipitation received early this year. Our revenues of water sales ended at 101% of the projected budget for in town and 98% for out of town water sales.

Town Council Department
Budget to Actual:

TOWN OF EAGLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN COUNCIL</u>					
10-49-110 SALARIES & WAGES	.00	45,600.00	45,600.00	.00	100.0
10-49-142 WORKERS COMPENSATION	.00	69.80	56.00	(13.80)	124.6
10-49-143 HEALTH & INSURANCE BENEFITS	.00	.00	168.00	168.00	.0
10-49-144 FICA - EMPLOYER'S	.00	3,488.40	3,488.00	(.40)	100.0
10-49-210 OFFICE SUPPLIES	.00	47.85	.00	(47.85)	.0
10-49-320 LEGAL NOTICES	.00	.00	500.00	500.00	.0
10-49-347 PROFESSIONAL SERVICES	.00	22,447.54	23,000.00	552.46	97.6
10-49-371 TRAVEL EXPENSE	.00	3,074.20	5,250.00	2,175.80	58.6
10-49-372 MEETING EXPENSE	.00	7,782.27	11,750.00	3,967.73	66.2
10-49-380 TUITION & BOOKS	.00	21.22	6,000.00	5,978.78	.4
10-49-450 SPECIAL COUNCIL FUNDING	.00	15,334.00	15,334.00	.00	100.0
10-49-510 INSURANCE	.00	113.89	120.00	6.11	94.9
10-49-915 COMMUNITY REQUESTS	.00	50,000.00	50,000.00	.00	100.0
TOTAL TOWN COUNCIL	.00	147,979.17	161,266.00	13,286.83	91.8

HUMAN RESOURCES

December 2024

Recruitment

- Open positions (7)
 - o Water Operator (2)
 - o Wastewater Operator
 - o Police Officer or Police Officer Recruit
 - o Town Clerk - Interviews scheduled for 1/22/2025
 - o Street Maintenance Tech I or II
 - o Pending:
 - Open Space Ranger, pending MOU 2025
 - Communications Specialist, pending Job Description

Benefits

- 2025 Benefits enrollment for 2025 100%

Compensation, Recognition & Performance Management

- Finalizing pay increases for 2025
- Employee of the Year Nominations and Recognition awarded to

Safety & Risk Management

- 3 Work Comp claims open
- 9 Open CIRSA GL-Property Damage claims
- Updating Safety & Cost Containment Manual

Other:

- HRIS (Human Resource Information System) last demo scheduled for January 9
- Finalized New Performance Evaluation for 2025
 - o Scheduling supervisory training on new evaluation plan at the end of January – early February
- Designed and Conducted FMLA training for PD 12/17

COMMUNITY DEVELOPMENT

December 2024

Planning

LONG RANGE PLANNING

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

- Staff held a joint work session with the Planning Commission and Town Council on December 3rd to discuss the next round of code updates.

WUI Code

- Staff are actively engaged in the County-wide Wildland Urban Interface (WUI) Code update process, led by the Eagle County Wildfire Collaborative. This initiative involves collaboration with jurisdictions throughout the valley to create a WUI Code that caters to our local needs.
- The group held a meeting on November 21st to discuss fire resistant landscape standards that recognize the unique ecosystems and values of the towns throughout the valley.

EVTA 10 Year Transit Plan

- Staff are actively engaged in the Technical Advisory Committee (TAC) for EVTA's 10 Year Transit Plan. The TAC is made up of local community staff representatives and their primary role is to provide technical guidance to the plan, make recommendations to the EVTA Board, communicate with Town Managers and other key influencers in each community

Long Range Planning Work Session

- The April 1 Town Council work session will be focused on the Town's long-range plans. This conversation will serve to prioritize updates of the Town's long range planning documents to ensure they remain current and aligned with the community's vision and values.

Administrative Manual

- Staff has been continuing to work on an administrative manual to clearly communicate land use processes to the public. Staff will be posting resources as they're completed, e.g. how the use permit process works, on the Town's website. As this project continues staff will be engaging stakeholder groups like the EVC for feedback to ensure this manual is user friendly and meeting the community need

LAND USE APPLICATIONS IN PROGRESS

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

- Eagle Meadows Annexation No. 1 and No.2
 - An application to annex and zone parcel no. 193927300040 (Parcel A) to Resource (R) and parcel no. 193927400041 (Parcel F) to Rural Residential 2 (RR2).
- North Broadway – Annexation and Zoning
 - Applicant withdrew their annexation and zone/rezone request to CMU2.
 - A new annexation and zone/rezoning request is anticipated. However, the applicant is still determining the desired zoning designation for the property. The timing of the formal submittal is unknown.
- Reserve at Hockett Gulch – PUD Amendment and Major Development Permit (Phase 1b and II)
 - Request will run concurrently with PUDA24-01

- Round 3 referral ending December 6, 2024
- Planning Commission Public Hearing – January 7, 2025 (continued to February 4, 2025)
- Town Council Public Hearing – January 28, 2025
- 7 Hermits at Haymeadow Filing 6
 - An application plat and condominiumize 11 residential condos and 6 garages in Building F and 11 residential condos and 6 garages in Building G, also known as 7 Hermits Condominiums Filing 6.
 - Town Council Consent Agenda – November 12, 2024
- ReCode Adjustments (3rd Amendment)
 - Joint work session with Town Council and Planning Commission occurred on December 3rd.
 - Public Hearing dates have not yet been scheduled
- Haymeadow Neighborhood A1 Preliminary Plan Update and Filing 2 Final Plat
 - An application to update the 2014 Preliminary Plan and to subdivide Neighborhood A1 of the development into 47 single-family residential lots, 4 duplex lots, two multi-family residential development parcels, a 1.6-acre childcare site, three open space tracts, and extend the public right of way of Sylvan Lake Road, Ouzel Lane, and Mt. Hope Circle.
- ReCode Adjustments (3rd Amendment)
 - Joint work session with Town Council and Planning Commission occurred on December 3rd.
 - Public Hearing dates have not yet been scheduled.
- Capitol Flats Subdivision Sketch Plan and Public Right-of-Way (ROW) Alley Vacation
 - A Subdivision Sketch Plan and Public ROW Alley Vacation application with the intent to construct five three-story residential buildings containing a total of 171 condominium and LERP/affordable housing units, a subsurface/underground parking garage, and associated utility relocations. The intended development will require a public process through a Subdivision Sketch Plan and vacation of Public ROW [current applications]. Future applications include a Rezoning of 123 & 137 Howard Street from Old Town Residential (OTR) to Commercial Mixed-Use 1 (CMU-1), a building height variance, a Lot Consolidation Plat, a Condominium Subdivision Final Plat, and a Major Development Permit.
- 1215 Chambers Avenue
 - Applications for a lot line adjustment and a Major Development Permit have been submitted, but are not yet complete.
- Henry Annexation
 - Partial submittal received for 220 E. Sixth St.
- Eagle Ranch Minor PUD Modification (Now approved)
 - A minor PUD amendment within Section C, #9, of the Eagle Ranch PUD Guide to: 1) update wording from “Building Envelope” to “Limits of Disturbance” and 2) Allow for the DRB to approve limited plantings outside of the 16,500 sf limits of disturbance, based on criteria.

NOTABLE UPDATES

- Staff continue developing Standard Operating Procedures (SOPs) and internal policies to enhance consistency, undergo a critical review of where we can improve, and create tools to assist new staff. This work will likely be ongoing. Staff is developing a policy for when planning consultants are utilized (the circumstances for utilizing town planners vs consultants, a reimbursement policy and agreement, etc.)
- Staff has met with members of the community on development proposals ranging from small administrative permits to larger development, subdivision, and annexation applications. Pre-application meetings in 2024:
 - December - 2

- November - 4
- October-1
- September - 1
- August - 5
- July - 1
- June – 6
- May –3
- April – 5
- March – 8
- February – 6
- January - 2

- Community Development provides Spanish translation services. These services are utilized by Court, Administration, IT, Building, etc. We have provided **10 points of contact**, this includes walk-ins, phone calls, and transfers from other departments and bilingual support for meetings.
- Staff is composing a “RFP” for new Software.
- Laura Hartman has resigned her position as a Planning and Zoning Commissioner. Recruitment will commence in January 2025.

Administrative Approvals (Encroachment Permits, Sign Permits,)

- Currently reviewing 1 Sign Permits.
 - 11 Sign Permits have been approved and issued so far this year.
 - 2 encroachment permits has been approved and issued this year.

UPCOMING ANTICIPATED APPLICATIONS (early 2025)

Address	Application Type
446 Broadway	Lot Line Vacation Development Plan
295 Eby Creek Rd	Development Plan & Minor Subdivision
Planning Area 1 – Red Mountain Ranch	Preliminary Plan / Final Plat Major Development Plan
Haymeadow Amendment to Filing 1	Subdivision Amendment

MAJOR CONSTRUCTION PROJECTS

Business Name	Location	Status
Hockett Gulch Apts.	16186 Hwy 6	TCO issued for all 6 buildings.
Haymeadow	91 Mountain Hope Circle	TCO’s good until Feb 1
Habitat for Humanity	3 rd Street	TCOs complete.
Slope and Hatch	115 East Second St Unit 1	TCO – full opening
Stone Concepts of Colorado	85 Marmot Ln	Permit pending.

Eagle County BMX	1700 Bull Pasture Rd	Permits released
Eagle Pool	1700 Bull Pasture Rd	Inspections progressing
Alpine Lumber Shed	111 Chambers	TCO for shed building – landscaping required

Building

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

TYPE OF WORK PERFORMED	EOY 2023	YTD 2024
Inspections (n/i Planning, Public Works)	1,885	1944
Permits Processed	411	319

- Staff currently engaged in a Regional Net Zero [Building] Cohort with other municipalities in both the Eagle Valley and Roaring Fork Valley. One meeting left.
- Recent updates to our permitting software, Community Core, now allow for contractors to upload registration documents for renewals and new accounts. This allows for enhanced service delivery by reducing staff processing of documents via email

P&Z and Council Meeting Schedule

January 2025
January 7 th (Planning Commission) • TC Work Session (4pm-6pm) – EPS study on commercial linkage and financing strategy for infrastructure in East Eagle • Reserve at Hockett Gulch PUD Amendment and Major Development Permit (Phase 1b and 2) - continued
January 14 th (Town Council)
January 21 st (Planning Commission)
January 28 th (Town Council) • Reserve at Hockett Gulch PUD Amendment and Major Development Permit (Phase 1b and 2)
February 2025
February 4 th (Planning Commission) • Reserve at Hockett Gulch PUD Amendment and Major Development Permit (Phase 1b and 2)
February 11 th (Town Council)
February 18 th (Planning Commission)
March 2025
March 4 th (Planning Commission) • Haymeadow Neighborhood A1 Preliminary Plan Update and Filing 2 Final Plat
March 11 th (Town Council)
March 18 th (Planning Commission)
March 25 th (Town Council) • Haymeadow Neighborhood A1 Preliminary Plan Update and Filing 2 Final Plat

Upcoming Hearings in an alternative format.

2024 Land Use Projects

Project Timelines

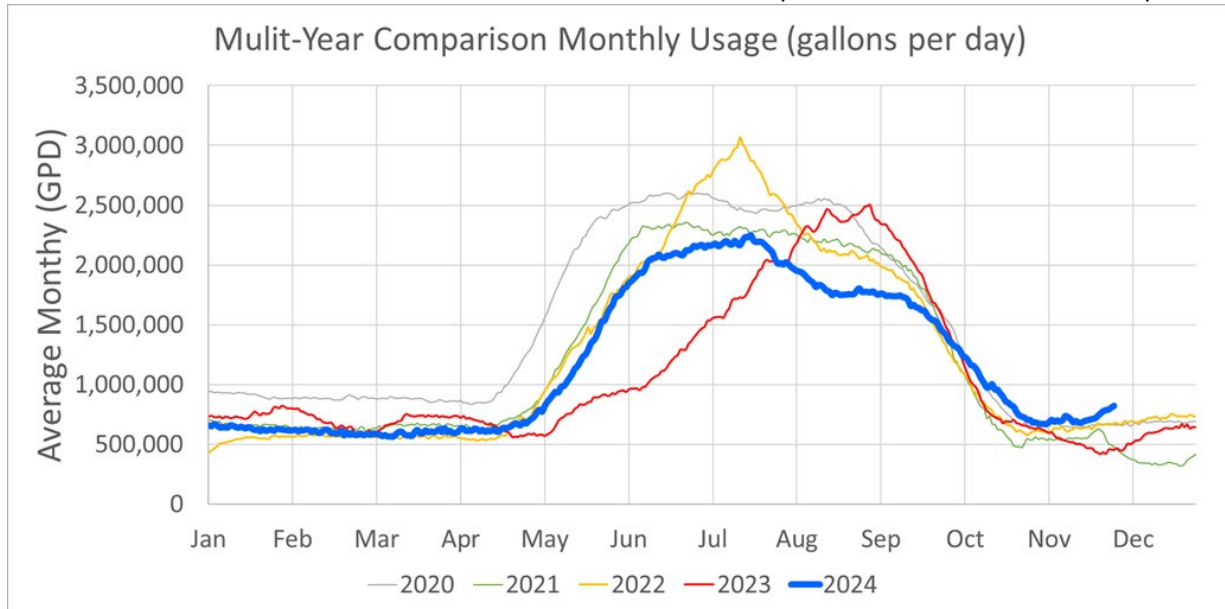
Projects	January				February				March				April			
	PZ	TC	PZ	TC	PZ	TC	PZ	TC	PZ	TC	PZ	TC	PZ	TC	PZ	TC
Reserve at Hockett Gulch																
Phase 1B and 2 - MDP and Minor PUD Amendment 2																
Referral (3-week third round of referral ending December 6th)																
Planning Commission Public Hearing - January 7, 2025																
Town Council Public Hearing - January 28, 2025																
Phase 1A Development Agreement 1																
Town Council Consent Agenda - Target Jan. 28																
Haymeadow																
Public Improvements Agreement																
Referral Review																
Town Council Consent Agenda																
Preliminary Plan/Final Plat																
Referral Review																
Public Notice																
Planning Commission Public Hearing																
Town Council Public Hearing																
Eagle Meadows																
Referral Review																
Annexation Acceptance - TBD																
Planning Commission Public Hearing - TBD																
Town Council Public Hearing - TBD																
Capitol Flats - Sketch Subdivision App and ROW vacation																
Referral Review-Mid-November																
Planning Commission Public Hearing																
Town Council Public Hearing																

PUBLIC WORKS

December 2024

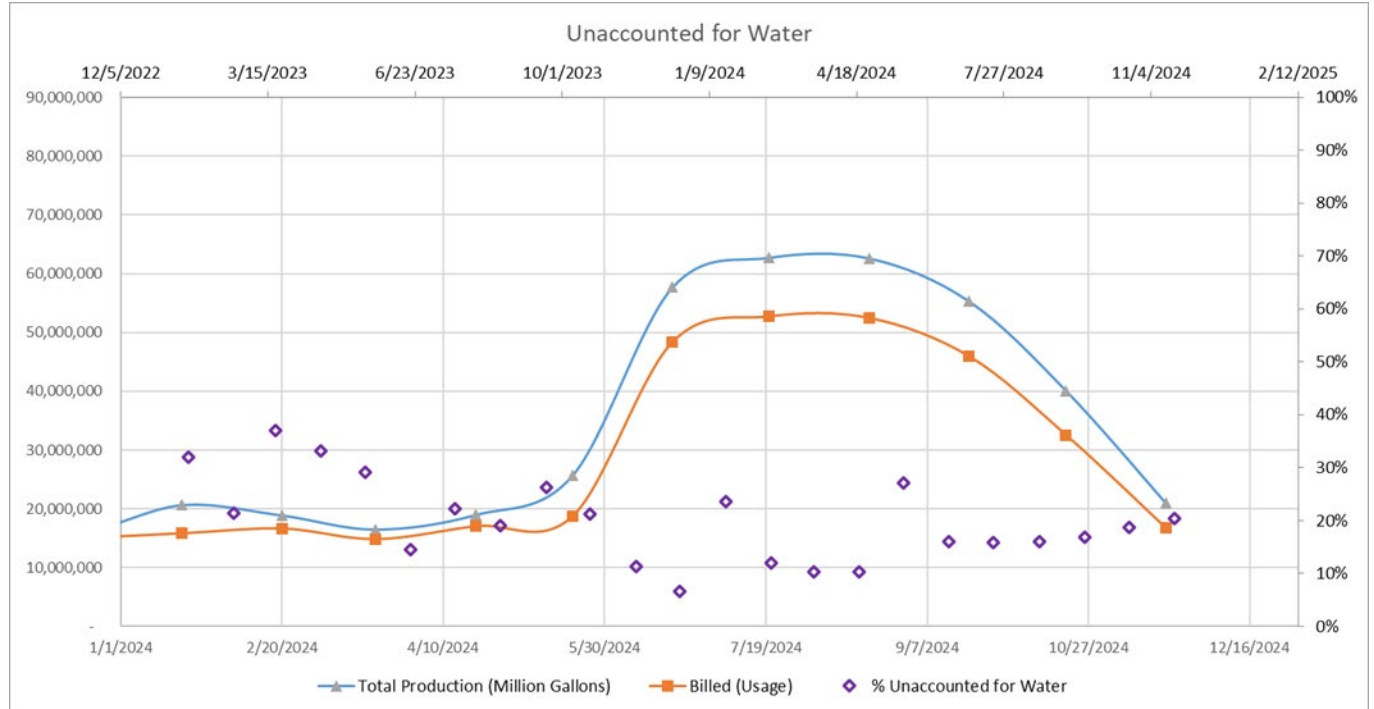
Water (Stephan Wilson, Utilities Manager)

- Production: Weekly water production has decreased from a 1.5 million gallons per day (MGD) to a low on 0.65 MGD in November. Since the start of the Ice Castle Construction production has climbed back up to 0.85 MGD.



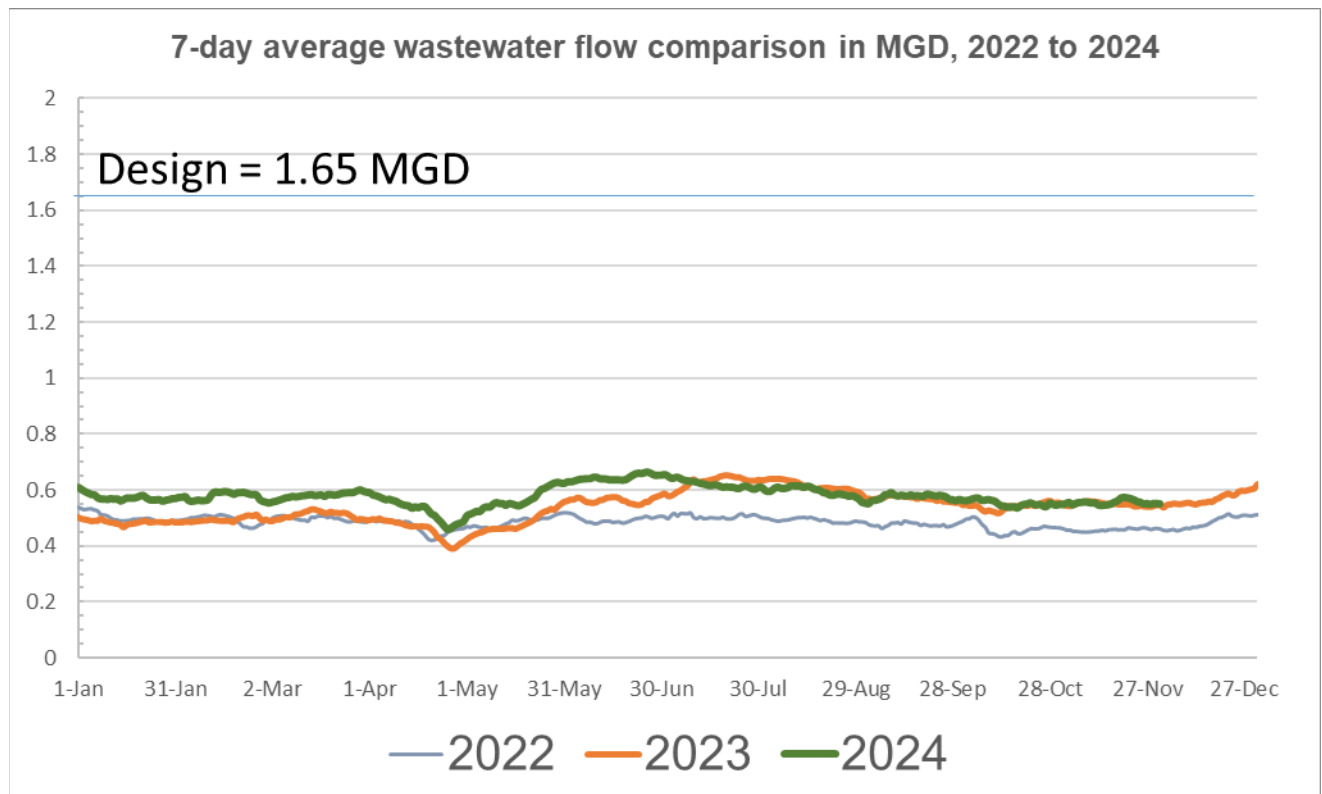
- 2 MG Tank and Lower Eby Creek Tank: The 2 MG tank rehabilitation and recoating has been complete. Operations placed the tank back in service 11/01/2024 after a 16-day cure period.
- Water Leaks: A valve became detached from an 8" DIP line on the corner of 6th St and Church St. The leak was isolated within an hour and service was restored the next day to the couple of effected customers.
- East Eagle Tank: The 30% design package has been prepared and submitted to the Town for review. The CMAR documents – RFQ package have been prepared and submitted to the Town for review.
- Cemetery Tank: The existing Cemetery Tank demolition has been begun along with waterline installation on 6th St. Work scheduled for 2024 will be demolition, new waterline, and grading.
- Advanced Meter Infrastructure (AMI) Antennas: Antenna and collector for the Town's AMI infrastructure in being configured. These antennas will allow for water usage to be read instantly from residential water meters without the need for driving read routes. This should streamline the meter reading and billing process.

- **Production vs Billing:** For October unaccounted for water was at 20%. It is unclear how much of this jump was from a leak vs metering inaccuracy.



Wastewater (Stephan Wilson, Utilities Manager)

- **Flows:** Weekly wastewater flows have trended at 0.6 MGD for November and remained relatively consistent with flows from 2023.



- **Wastewater Treatment Facility (WWTF) improvements:** The CMAR request for qualification has been received from several Staff are currently working towards next steps. A draft of 30% design documents has been

submitted to and reviewed by the Town for equipment upgrades. Geotechnical and survey work has been completed for a chemical building design. This building will house supplemental chemical feeds for carbon (Micro-C) and 30% sodium hydroxide (caustic soda) required for Total Inorganic Nitrogen (TIN) removal.

- Collection System: DRC Construction has completed 2024 collection system maintenance work. One section of pipe in Eagle Ranch off of Robins Egg Lane produced a large amount of gravel during cleaning and is being further investigated for repairs.
- The Town received a second public notice for permit modification No. 1(v2). This public notice version of the Town's permit included new unexpected features of temperature limits and an associated compliance schedule.

OPEN SPACE & TRAILS

December 2024

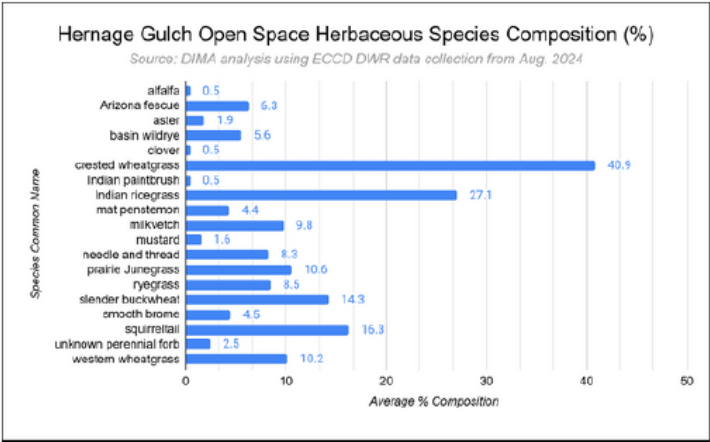
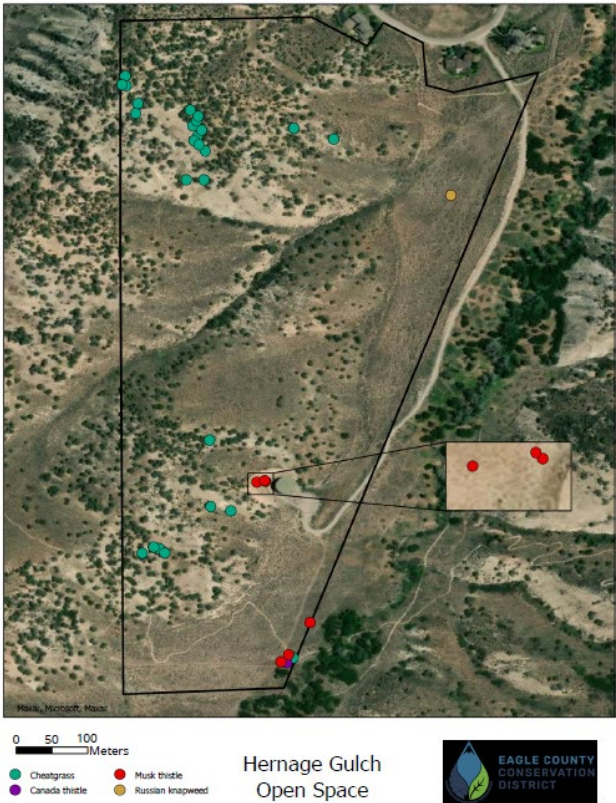
(Brian Lieberman, Open Space & Trails Manager)

- Rocky Mountain Youth Corps Awarded!

The Town of Eagle was awarded funding for two weeks of service from the Rocky Mountain Youth Corps (RMYC). The youth corps will assist the Town with barbed wire removal, fence maintenance, seeding, noxious weed removal, and restoration services in open space properties. Funds for these projects and youth corps were awarded by Great Outdoors Colorado (GOCO), which invests a portion of Colorado Lottery proceeds, to the Colorado Youth Corps Association (CYCA) for use by accredited conservation service corps. The goal of the program is to employ crews throughout the state on critical outdoor recreation and land conservation projects in partnership with local governments and open space agencies. The first week of projects will occur in June 2025 and the second in October 2025. The Town of Eagle is grateful for the continued partnership with GOCO, CYCA, and RMYC!

- Soil Health and Vegetation Report

The Town has been partnering with the Eagle Ranch Wildlife Committee to complete a soil and vegetation analysis report on select areas of Town owned open space lands. The information included in the report was identified as a data gap in the 2023 Open Space Managment Plans. The report was completed in December 2024. This spring, Town staff will work with the Eagle Ranch Wildlife Committee to determine if some recommendations from the report align with the goals of the 2023 Open Space Managment Plans and work towards implementation. The report also did a detailed evaluation of noxious weeds, which will assist in treatment efforts.



- Winter Closure Monitoring and Respect the Wild Messaging

Staff are again partnering with the Hardscrabble Trails Coalition (HTC) and the Vail Valley Mountain Trails Alliance (VVMTA) to collect data on trail use, monitor seasonal closures, and distribute messages about respectful recreation during the 24/25 winter. In December, the trail cameras were installed, and staff will partner with VVMTA staff throughout the winter to monitor this data. In addition, the Town, VVMTA, and HTC are posting messages about respecting the wild during the winter. Increased signage has also been posted at open trailheads.



ENGINEERING

December 2024

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

General Updates (RJ):

- Development review is ongoing and is forecasted to be a busy year for 2025.
- Preliminary work has begun on replacing the Public Works Manual with updated Engineering Standards and Construction Specifications. Similarly, right of way, and grading permit processes are under review and will undergo modifications
 - Priority will be to create the grading permit process which may include some code adoption and or revisions.

Right of Way Permitting Summary (RJ):

Active ROW Permits: 0

Resurfacing and Pavement Management

- 2025 Resurfacing Project- Project will include Sylvan Lake Road extents from the Health Center to Eagle Ranch Road. The project documents are currently being developed and are anticipated to be bid in January.

Capital Improvement Projects

- Grand Avenue Corridor – 60% design continues including technical and process meetings continue at regular intervals. A stakeholder meeting was held on November 19, and an internal access workshop is scheduled for November 26. Staff and the consultant team are meeting with property owners January 29-31. The Design Team expects to hear from the railroad about our encroachments in the next few weeks. A 2025 RAISE Round 1 grant was submitted and Staff is working on a Round 2 RAISE Grant application.
- Capitol Street – The pre-design Public Engagement process and field work (topo, Geotech, and SUE) is complete. Public engagement included an Open House on October 29 and a DDA Meeting on November 12. Staff is working on conceptual designs and cost estimates which will be presented at the Town Council workshop on February 4.
- Brush Creek Water Transmission Main & PRV – The 90% design has been received. The review meeting is scheduled for February 11th. The project includes 7,600 LF of water main design and PRV upgrades. The number of Pressure Reducing Values has been reduced from 3 to 2, saving the Town's long-term maintenance costs. Construction is anticipated for late summer or early fall 2025.
- Sylvan Lake Road – The construction project advertised on November 4th. One bid was received at the bid opening on Dec. 4th. It was over the engineer's estimate and Town's budget. Staff recommends Council accept the bid, and value engineer a change order to bring within budget. Construction includes a new sidewalk between MacDonald and Capitol Streets and intersection improvements at Capitol Street, MacDonald, and Eagle Ranch Road using the \$1M MMOF grant.
- Safe Streets of All (SS4A) Action Plan – 2nd steering committee meeting and council presentation was completed in November.

STREETS

November 2024

(Kevin Fontana, Operations Manager)

- Street light repairs.
- Replace streetlight from DUI 4th weekend of November.
- Hauled snow from cul de-sacs after storm.
- Put Wreath's and Garland on Broadway
- Put up Holiday lights on Broadway and Roundabouts.

TOWN CLERK

December 2024



[Ask the Town](#)

- Broadway Broadband Inquiry
- Eagle Ranch Lights Inquiry
- Job Application Inquiry

Records Requests

2018	2019	2020	2021	2022	2023	2024
16	13	16	30	41	29	58

**Various Town Departments respond to Records Requests*

Licensing

- 2025 Business License New & Renewals – Renewal Notice sent January 3, 2025
- 2025 Tobacco License Renewal – 7 of 7 renewed
- Liquor License Authority & Administrative Approvals
 - The Back Bowl –Renewal Administrative Approval
 - Capitol Public House - Renewal Administrative Approval
 - New License Transfer Inquiry – *Former El Segundo Location*
 - El Sazon – Issued Temporary Permit Pending Transfer *Former Real Jalisco Location*

Training/Meetings

1. December 3 – Town Council Work Session
2. December 4 - Eagle Municipal Court
3. December 10 –Mallory Wolfe Swearing In
4. December 10 – Town Council Meeting
5. December 11-30 - Vacation

Sales Tax – 2024 Sales Tax

Reports were not ready in time for this report.

POLICE DEPARTMENT

December 2024

2024 December Calls for Service: 894

2023 December Calls for Service: 785

2024 Jan.-December Calls for Service: 11,575

2023 Jan.- December Calls for Service: 11,823

Eagle Police Department Quarterly Calls for Service: October - December	
Agency Assist – 5	Harassment – 7
Assault - 4	Juvenile/Family Incident -- 2
Burglary - 0	Missing/Recovered * Juvenile – 1 Adult - 0
Burglary/Panic False Alarm – 13	Motor Vehicle Crash/Assist – 40
Child Abuse Investigations -- 0	Narcotics -- 2
Citizen Assist – 35	Noise Complaint – 6
Civil – 13	Parking problem/violation – 52
Code/Ordinance Violation – 11	Parking assist/variance - 4
Community Oriented Policing - 18	Protection Order Violation -- 1
Damage/Vandalism – 6	Sex Assault -- 3
Death -- 1	Misconduct Investigations -- 0
Disturbance (Domestic or other) – 15	Sex Offender Check/Registration -- 3
Domestic/Livestock Animal Complaint (Not A.C.) – 5	SRO Related – 13
DUI/D -- 1	Welfare/Mental-health related – 9
DUR -- 1	Suspicious Person/Vehicle/Occurrence – 31
F or M Menace/Assault/Weapons - 2	Theft – 14
Fire/Medical Law Response – 11	Trespassing -- 2
Fraud – 7	Warrant Arrest – 2
	Wildlife Animal -- 6

Code Updates

Code Violation	Area	Outcome	Status
Sign Wildlife	Hollyhock	Sign moved off TOE prop	Closed
Sign Wildlife	E Haystacker	Sign moved off TOE prop	Closed
Sign Wildlife	Silver Spur	Sign moved off TOE prop	Closed
Sign Wildlife	E Haystacker	Sign moved off TOE prop	Closed
Wildlife Closure	Arroyo	2 Warnings issued	Closed
Lights	Eagle Ranch	Working with HOA	Pending
Junk in Yard	Washington	30-day warning issued	Pending
Junk in Yard	Howard	30-day warning issued	Pending
Illegal Dumping	Info Center	Summons Issued	Closed

Parking Updates

Area	Warnings	Citations
Bluffs	2	0
Broadway	4	0
Brush Creek Ter	3	0

Bull Run	3	1
Eagle Ranch/Village Homes	0	0
Highlands	1	0
Nogal	0	6
Orchards	1	0

Total Warnings	Total Citations	% Of Citations to Warnings
14	7	50%

New Officer Starts FTO: Join us in welcoming our newest officer to the team! Officer Mallory Wolfe graduated from Western Colorado Peace Officers Academy at CMU Tech on 12/04/2024 and was sworn in by Chief Buhlman on Tuesday, December 10th. Officer Wolfe is currently working through Eagle Police Department's rigorous field training program. If you see Officer Wolfe around town, please feel free to give her a warm welcome to the Town of Eagle.



Code Revision: Currently the Chief is working with our legal team to add some clarifying language in our Muni Code to address old / long-time / on-going code violations.

Snow Event Parking Restrictions: As we head into more snowy weather, we'd like to remind the community of snow event parking restrictions in Eagle Ranch.

Where? All of the streets in Eagle Ranch Neighborhood are designated Emergency Snow Routes except Capitol Street.

When? Snow event parking goes into effect when two or more inches of un-drifted snow accumulates and is in effect for seventy-two hours after the snow fall ends. On days a snow event occurs, please follow this even/odd schedule: There is no parking on the odd-numbered sides of the street on odd calendar days and there is no parking on even-numbered sides of the street on even calendar days.

Restrictions are in place from 5am-5pm.

Why? Parked cars can make it impossible to adequately remove snow from the streets in Eagle Ranch, and it only takes one car parked on the wrong side of the street to prevent Town of Eagle, CO crews from cleaning the streets properly. Let's work together to keep our streets clear for safe snow removal!

Christmas On Broadway: Eagle PD had the privilege of participating in the Town's Christmas on Broadway parade. We decorated two of our newest hybrid trucks to lead floats and vehicles from various local businesses and emergency services to greet our wonderful citizens who braved the cold to come celebrate our annual Christmas parade. We were also able to deploy our new Meridian barricades to help with the parade closure.



Shop with a Cop: 2024 Shop with a Cop was a great success thanks to our generous community partners and donors along with our own hardworking and dedicated team. Eagle PD was able to sponsor 14 local students for an evening of shopping followed by dinner and a visit from Santa at 4 Eagle Ranch.



UPCOMING EVENTS

Hiring Expo: Sgt. Shaffer, Officer White, and Records Technician Vaughan will attend a hiring event in Denver on January 24th to engage with potential recruits. We currently have one opening on our team and have been actively interviewing candidates for our open Police Officer position.

National Law Enforcement Day- Jan 9th: A nationally recognized day we celebrate to show support for the brave men and women who put their lives on the line to protect and serve their communities.

MUNICIPAL COURT
Court held December 4th and 18th

DECEMBER REPORT

Citations Issued	Current	YTD	2023
Animal Control	2	50	110
Misdemeanor/Ordinance	2	20	9
Parking	9	143	176
Traffic	7	114	119
Total	20	327	414

Fines and Fees Collected	Current	YTD	2023
Total Court Costs	\$ 265.00	\$ 5,080.00	\$ 6,920.00
Total Fines	\$ 580.00	\$ 21,255.00	\$ 28,685.00
Total Surcharges	\$ 70.00	\$ 2,790.00	\$ 3,610.00
Total Third Party (Restitution)	\$ -	\$ 4,299.21	\$ 1,084.31
Total	\$ 915.00	\$ 33,424.21	\$ 40,299.31

Dispositions (Payments or Court Appearances)	Current	YTD	2023
Animal Control	1	45	110
Juvenile	0	7	16
Misdemeanor/Ordinance	0	8	9
Parking	2	119	176
Traffic	5	108	121
Total	8	287	432

Outstanding Fines and Fees at Collections	Total	Collection
Current	\$ 590.00	
1-30 Days Past Due	\$ 145.00	
31-60 Days Past Due	\$ 350.00	
61-90 Days Past Due	\$ 370.00	**At Collections
91-180 Days Past Due	\$ 21,895.47	**At Collections

Eagle River Park

MAINTENANCE & IMPROVEMENTS

Prepared for the Town of Eagle

Mike Harvey

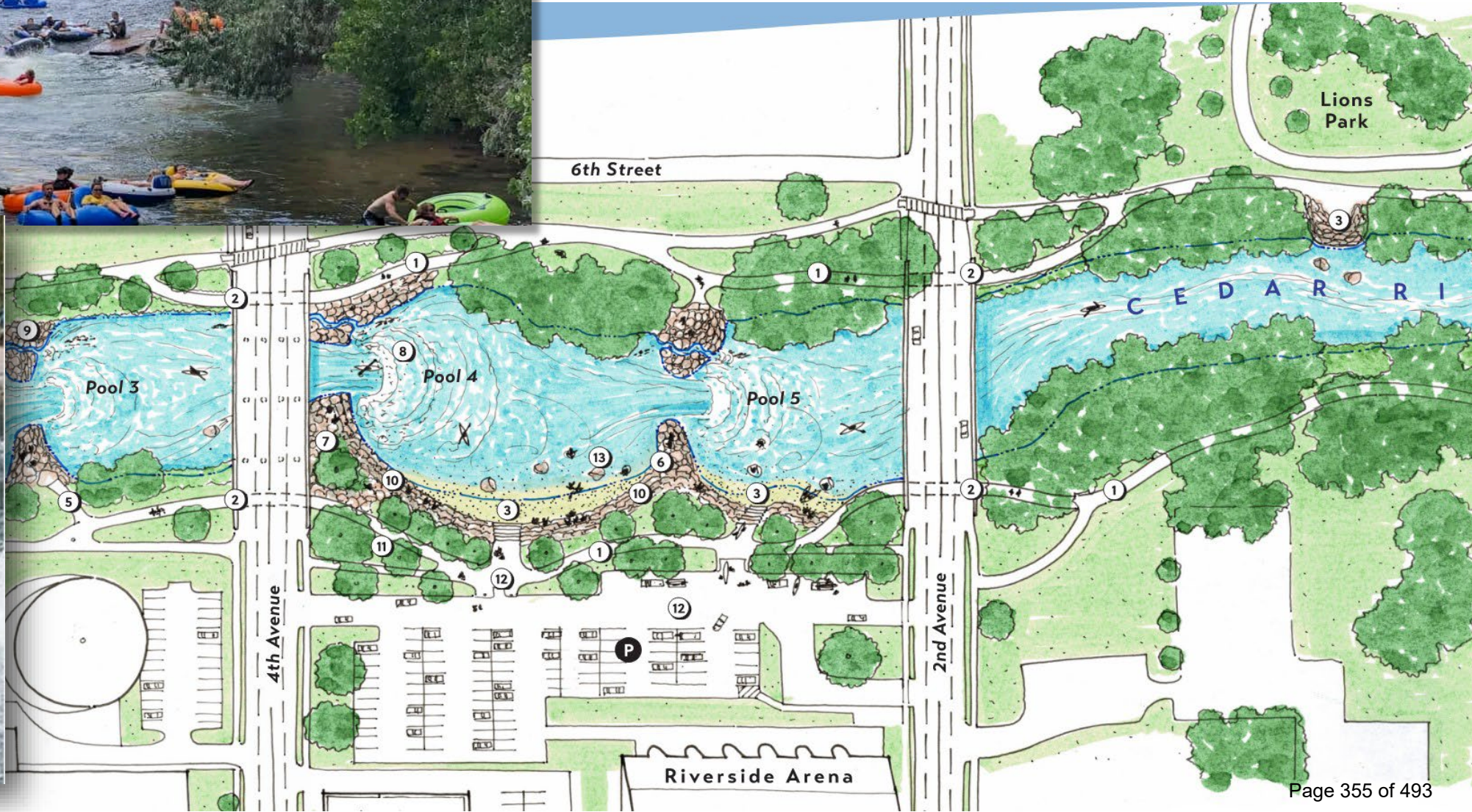
Recreation Engineering and Planning, Project Manager



RECREATION ENGINEERING AND PLANNING, INC



Founded by Gary Lacy in 1983, REP is the country's leader in the design of river parks, instream river recreation, and riverside improvements including trails and river access. In our 42 years in the business, our team has designed the vast majority of constructed river recreation enhancements in the United States.



OUR TEAM



President and Principal Engineer Gary Lacy, MS, PE
46 Years of Experience



Mike Harvey, BA, PMP
25 Years of Experience



Mason Lacy, MS, PE
10 Years of Experience



Riley Gelatt, BS, PE
10 Years of Experience



Spencer Lacy, MS, PE
9 Years of Experience

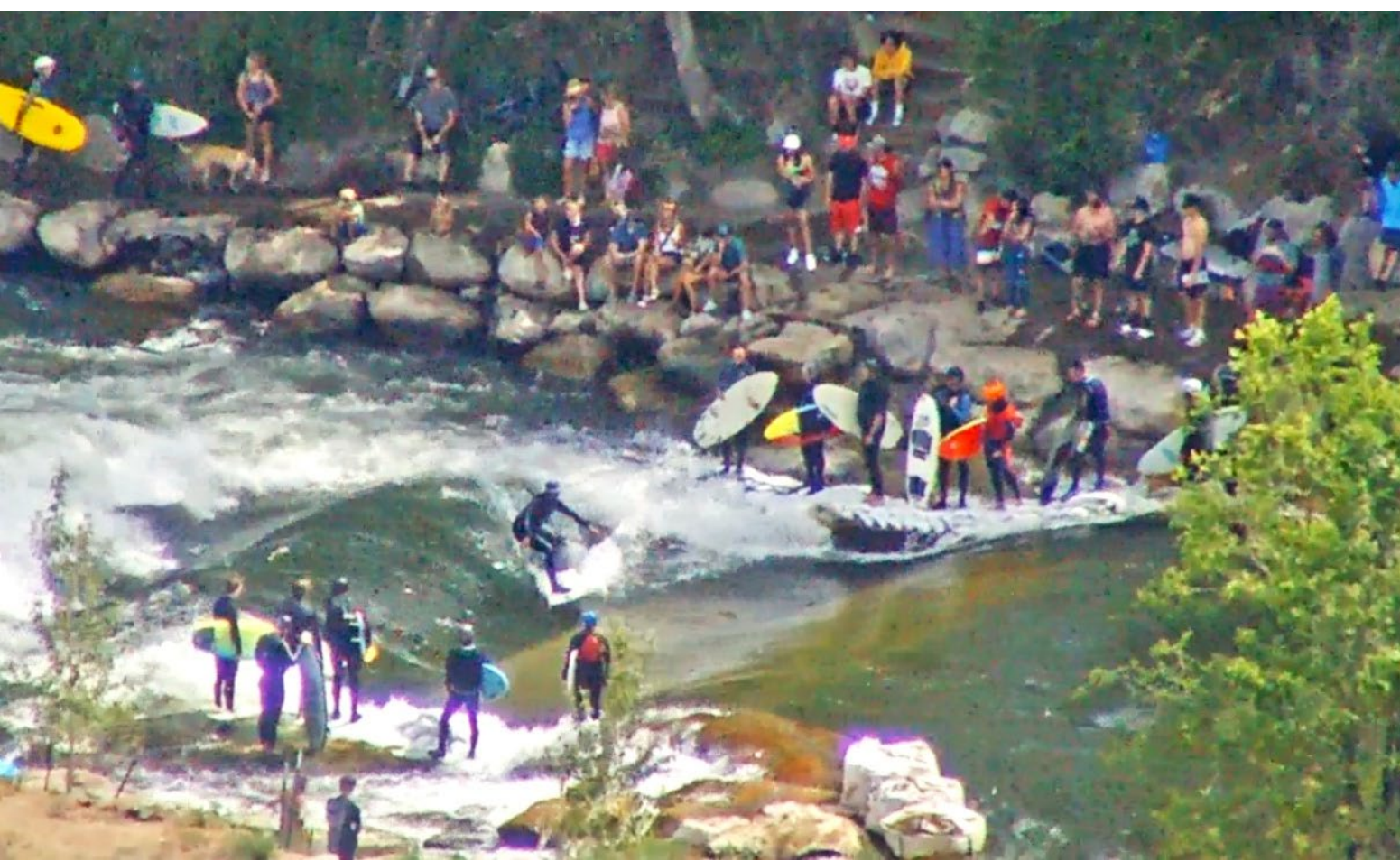




Scout Wave

Salida, CO

- Constructed 2022
- Specific river surf design
- Range of flows
- No adjustability
- Extremely Popular
- Salida Parks & Rec
 - diesel.post@cityofsalida.com
 - 719-539-4555



WaterWorks Park

Pueblo, CO

- Completed 2024
- Large Dam modification
- Multi-Use Design
- 7 Whitewater Drops
- River Surf Wave
- River access and trails
- Pueblo Water
 - Seth Clayton
 - sclayton@pueblowater.org





Montrose Water Sports Park

Montrose, CO

- Completed Spring 2015
- Dam Modification
- Multi-Use Design
- Low-flow environment
- City of Montrose
 - smurphy@ci.Montrose.co.us
 - (970) 901-1792



RiverScape RiverRun Park

Dayton, OH

- Completed Spring 2017
- Large Dam modification
- Multi-Use Design
- River Surf Community
- Recreational Mecca
- Five Rivers Metroparks
 - Jennifer Grusenmeyer
 - (937)-278-8231





River Surf Waves

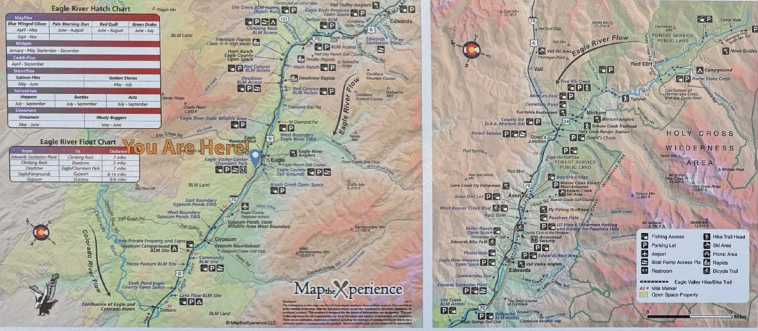
- Usage
- Economic Benefit
- Design and Operation
- Critical Parameters / Issues
- Maintenance / Longevity



Eagle River Park

Eagle Recreation Opportunities

Eagle River Fishing and Floating Maps



Eagle Trails Map



Our Partners

Thanks to the following organizations and groups for helping bring this project to life.

The Town of Eagle Citizens for voting for the sales tax to fund the majority of this project.

Alpine Quest Sports

Scott Turnipseed

Brush Creek Landscaping

Silver Smith and Frampson

Caroline Bradford

Sweet Leaf Pioneer

Dave Echardt

GoCo

JB T-Shirts

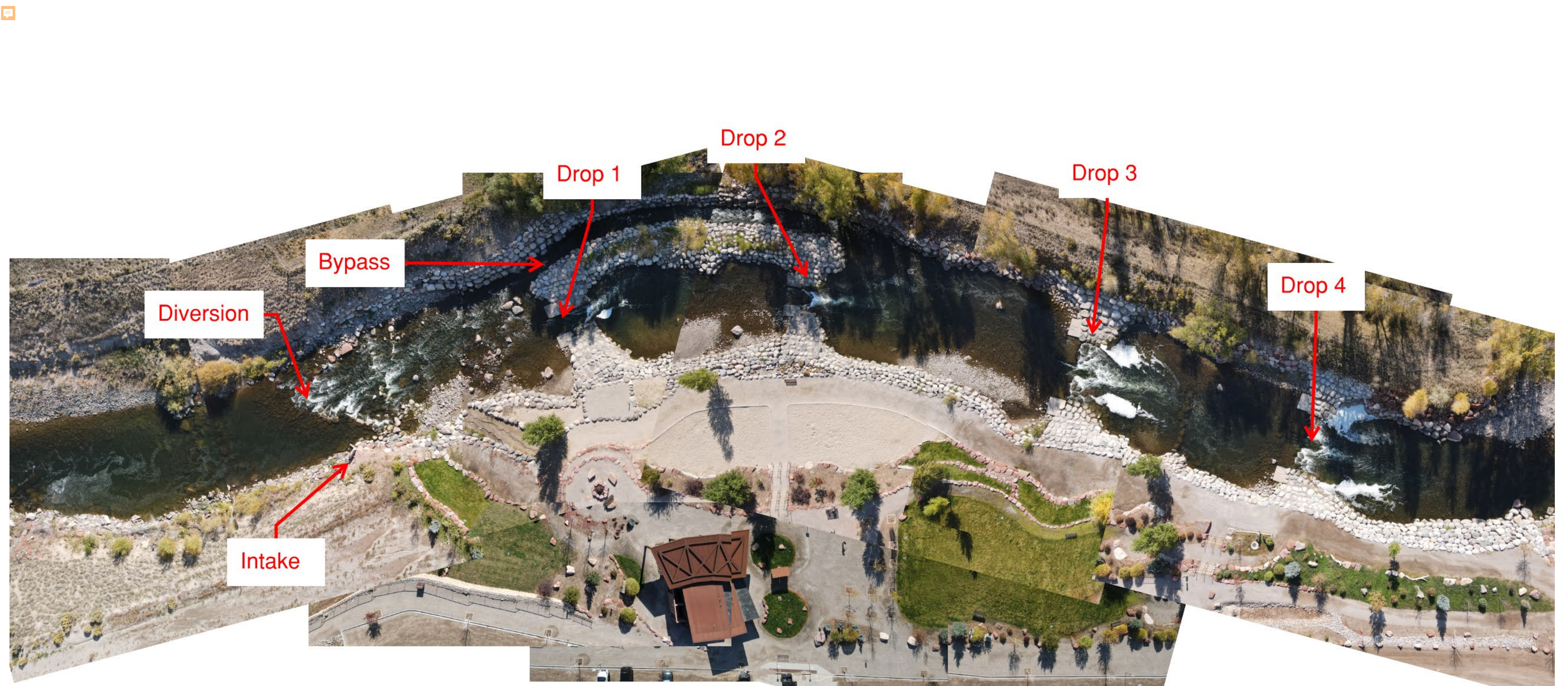
Vail Honeywagon

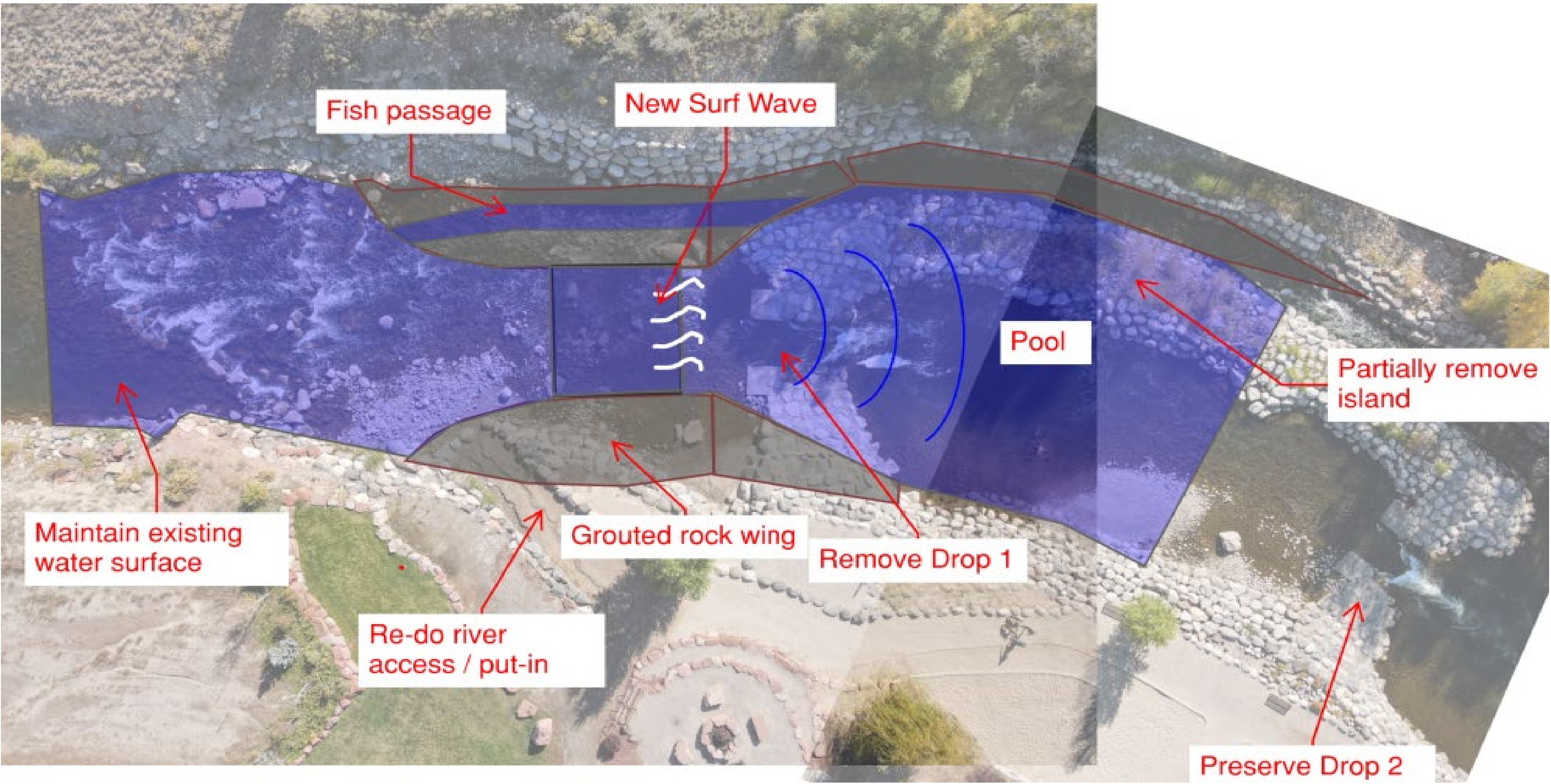




www.EagleOutside.com









Questions & Answers

**Eagle River Park
Eagle, Colorado
REP Site Visit Report**

PREPARED FOR: Town of Eagle

PREPARED BY: Recreation Engineering & Planning Inc. (REP)

COPY TO: Eagle River Park Coalition

DATE: 11/21/2024

Site Visit:

REP Project Manager and Designer Mike Harvey and Engineer Spencer Lacy visited the Eagle River Park on 10/8/24. The site visit was initiated by a local group of river enthusiasts - the Eagle River Park Coalition, and REP was contracted by the Town of Eagle.

The flow gage for the Eagle River below Milk Creek near Wolcott (USGS Gage 394220106431500) showed a discharge of approximately 95cfs on 10/8 during the site visit. The goals of the site visit were to gather information about the existing uses at the river park, assess existing conditions of the park, meet with critical stakeholders, and make recommendations for maintenance and enhancements to the existing whitewater park. Specifically, as enumerated by project proponents, the primary goals were to identify the potential for development of a modern river surfing feature that will function at a wide range of flows while improving public safety and navigation for the wide range of users floating through the park.

Observations:

The construction of the Eagle River Park was completed in late 2018. The project was sponsored by the Town of Eagle and funded through a bond measure. The park extends over approximately 800 linear feet of the Eagle River and consists of a diversion structure, four drop structures which create whitewater features, a boat passage around the first two features, large boulder terracing along both banks, and upland improvements including a gravel riverside trail. REP was provided the original construction plans as well as as-built drawings with surveyed cross sections that were reviewed prior to visiting the site.

The REP team arrived at the site in the morning of October 8, 2024, prior to meeting with the stakeholders. A visual inspection of the park was completed with special attention paid to the condition of each drop structure, riverbanks, the divider island that forms the bypass around Drops 1 & 2, and the upstream portion of the park. The upstream end of the river park is characterized by a diversion structure for an Eagle County owned headgate and a roughened riffle that extends from the diversion structure to the crest of Drop 1. In addition to visually inspecting the park, REP staff flew a drone and captured aerial images of the park.

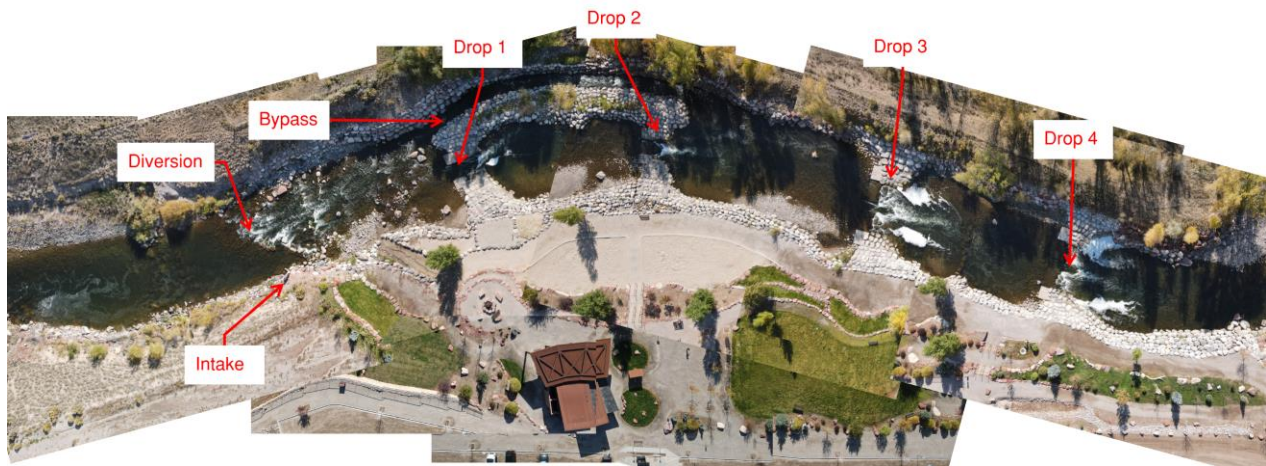


Figure 1: Aerial imagery of the Eagle River Park captured by REP during the site visit.

The first impression of the park is that the upland areas are well planned and executed with ample bank access, trails and park infrastructure including a shade structure, parking, and bathrooms. The park is located immediately adjacent to I-70 and has excellent visibility and access from the highway. The park is located to the North of downtown Eagle and is separated from downtown by Hwy 6, the railroad, and a large tract of private land.

The four existing whitewater drop structures are traditional “U” style drops which create hydraulic jumps off the exits of the drops after the water is accelerated by the drop and meets the pool below. Each of the drops is fitted with concrete pads at the crest for the installation of “Rapid Blocks” which are plastic blocks originally developed for artificial, Olympic-style slalom courses. In this case, the blocks are designed to create a constriction at the crest of the drops. Beyond the concrete pads, the face of each whitewater drop is constructed out of large grouted boulders, and each has left and right grouted rock wings that help to constrict the flow. The center of the faces of Drops 3 and 4 also incorporate concrete cylinders that were intended to roughen the surface and provide fish passage up the drop structures. The structural integrity of the drop structures appears to be sound, with no obvious evidence of large scour holes, piping, or structural failure.

There is a divider island at Drops 1 and 2 which creates a river left bypass channel that was originally intended to allow river users to bypass the first two drops and provide fish passage. The upstream and downstream ends of the island are constructed out of grouted boulders. The remainder of the island is constructed out of ungrouted boulders with alluvium and vegetation in the center of the island. With the exception of one small location just downstream of Drop 1, the structural integrity of the island appears to be sound with very little shifting of boulders.



Figure 2: Existing conditions at Drop 2 showing concrete pads, grouted rock wings, and end of island. Image captured by REP during the site visit.

Both banks are lined with ungrouted terraced boulders. The boulder terracing protects the riverbanks from scour and erosion, but in most places throughout the park the terracing is too steep to provide proper river access. In specific locations, including at the wings of the drops and adjacent to Drop 2, the terracing is at a slope close to 3:1 which allows for easy river access. The structural integrity of the boulder terracing appears to be sound, with very little shifting of boulders.

Immediately upstream of the river park is a headgate owned by the County that diverts water to the County Fairgrounds. The head for the diversion is maintained by an ungrouted vortex rock weir which is backed up by a roughened rock riffle that disperses the hydraulic drop across a longer reach. This feature, historically referred to as “Rodeo Rapid”, predates the river park. However, it was enhanced during the construction of the park. The vortex rock weir does not appear to be in good condition and has the potential to see movement of the smaller boulders in a high flow event. In addition, the rock riffle downstream of the weir is in poor condition, with loose boulders that likely shifted during one of the first high flow seasons after construction. These conditions pose a significant safety hazard to swimmers and tubers at all flows. In addition, the scattered boulders direct the main current away from Drop 1 and into the upstream end of the island posing an additional navigational and safety hazard at all flows. There is a dirt put-in ramp adjacent to the rock riffle that is eroding and does not function as a put-in due to the lack of usable eddy and angle of the ramp.



Figure 3: Drone photo captured during REP site visit of the existing diversion structure, rock riffle, and Drop 1.

REP initially met with members of the Eagle River Park Coalition to gather information on the existing uses of the park and how the various features function at the normal range of flows from the perspective of the different user groups. Later in the day, REP met with representatives of the Town and additional information was gathered from the perspective of Town leadership. The REP team also has an additional understanding of the park uses and conditions based on general knowledge of whitewater paddling and surfing and from our extensive network of fellow river users in Colorado. Below is a summary of the key points on recreational uses at the park:

- The bypass channel does not function as intended, and has proven to be more of a hazard than a safe bypass. The narrow width and extended length makes it difficult to navigate a raft rigged with oars.
- During periods of medium to high flows, downstream raft traffic has difficulty entering the park and safely navigating through Drop 1. This is due to the lateral wave that forms at the vortex weir and the main current pushing boaters into the upstream nose of the island at Drop 1.
- There are safety concerns for downstream navigation through the vortex rock weir diversion structure and rock riffle at all flows.
- Drop 1 does not provide any significant recreational value at any flow.
- At flows above 2,000cfs Drop 2 is utilized by intermediate to advanced river surfers.
- At flows between 900cfs and 3000cfs kayakers and stand-up-paddlers utilize Drops 3 & 4 for surfing and playboating.
- At lower flows during the summer months the park is heavily utilized by tubers, waders, and swimmers.
- The majority of park users are visitors traveling on I-70 who stop to enjoy the upland features of the park and be near the river.



Figure 4: River surfing Drop 2 at high flows. Photo credit: Matt Daley.

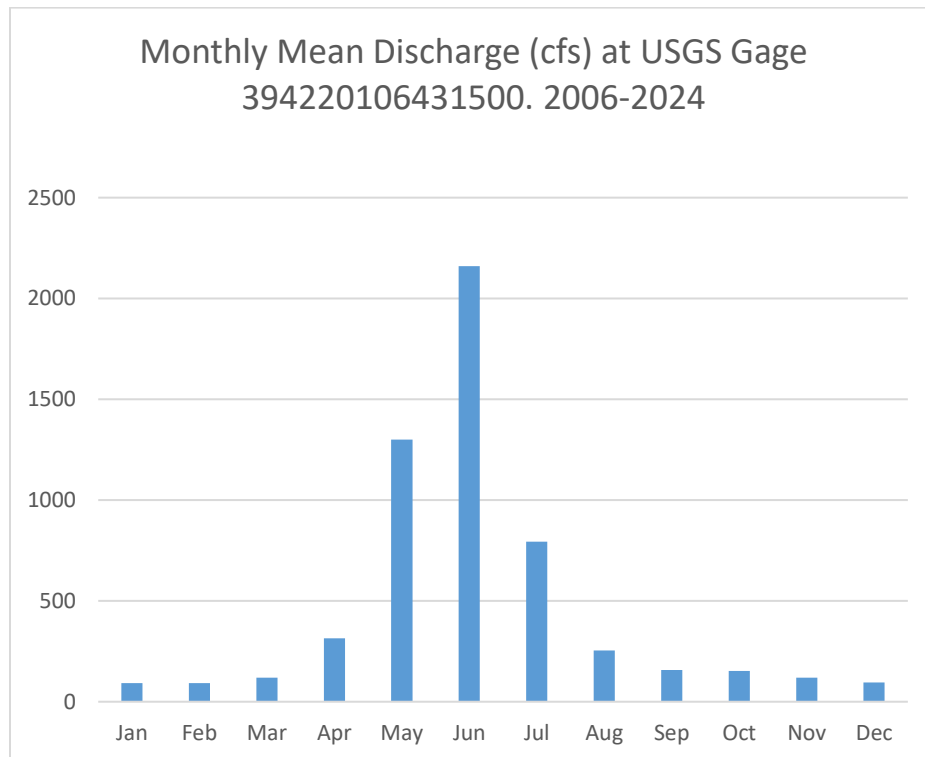


Figure 5: Monthly mean flows (cfs) at the Eagle River Park.

Recommendations:

Based on information gathered during the site visit, provided by the Eagle River Park Coalition and Town, from online sources, and through continued interviews with users of the park, it is REP's recommendation that the Town of Eagle and stakeholders including the Eagle River Park Coalition undertake a maintenance and improvements project at the river park. The primary goals of this project should be to:

- Make safety improvements that will improve downstream navigation through the park at all flows.
- Reduce maintenance requirements associated with the diversion structure at the upstream end of the park.
- Create a river surfing feature that functions across a wide range of flows and extends the usable season of the park beyond the spring runoff.
- Improve river access and usability of the park for tubers, waders, and swimmers.

It is our professional opinion that all of these goals can be met with a maintenance and improvements project that includes the following:

- Install a new drop structure at the upstream end of the river park just downstream of the existing diversion structure that:
 - Maintains diversion capabilities of the existing headgate.
 - Improves downstream navigation for rafts, kayaks, and other user groups at all flows.
 - Creates a high-performance river surfing wave that can function across a wide range of flows (approximately 250cfs-2500cfs).
- Remove the rock riffle and the existing Drop 1.
- Remove a large portion of the divider island adjacent to Drop 1.
- Re-do the put-in area at the upstream end of the park.

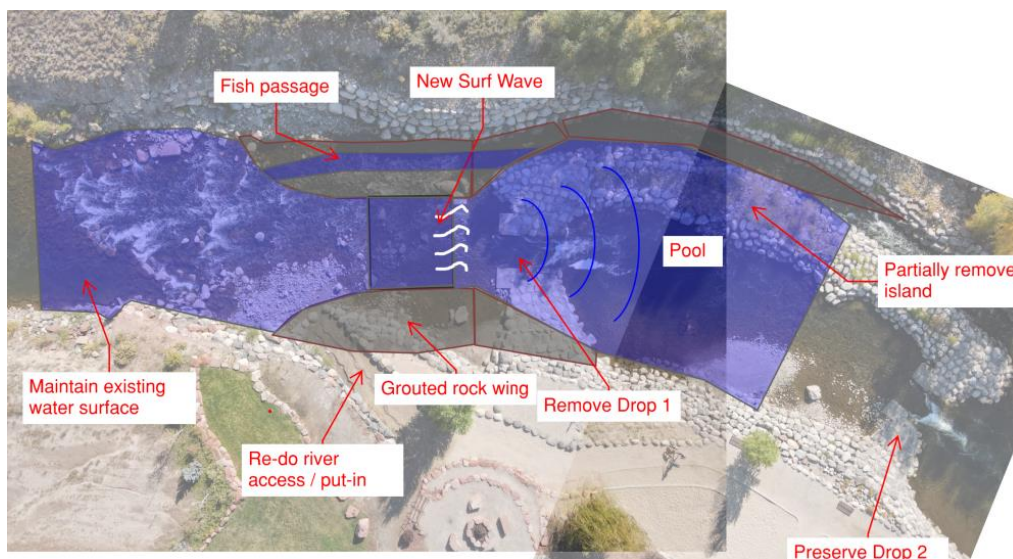


Figure 6: Rudimentary sketch showing initial concept for proposed maintenance / improvements.

Modifications to the upstream portion of the park have the greatest potential to bring the highest return on investment for the Town and stakeholders. Additional design and analysis is required, but it is our initial recommendation that the roughened riffle below the diversion structure be removed and replaced with a drop structure designed to create a modern river surfing wave. This would also involve the complete removal of the existing Drop 1. In addition, the existing island dividing the main channel and the bypass channel should be partially demolished, with the upstream portion of the island being completely removed. The bypass channel at Drop 2 would be maintained. The new drop structure would back up and maintain the existing diversion structure by creating grade control below the diversion structure and ensuring that the head is maintained for the County's diversion. A fish passage channel would be installed as part of the new drop structure, which could also be designed to function as a high-flow boat passage if necessary.

Removing the roughened riffle, with its constitute scattered boulders, will make the entrance to the park easier to navigate and reduce issues for downstream boaters traveling through the park. Constructing a drop structure (surf wave) as the new grade control would eliminate the maintenance concerns at the vortex weir as well as the lateral wave that the existing vortex weir creates at high flows. The new wave would drop into a large pool at the location of the existing Drop 1, which would eliminate the navigational concerns presented by the upstream nose of the island and the entrance to the existing boat passage channel. The new drop structure would be designed in such a way that the wave functions for a broad portion of the hydrograph, instead of only functioning during high flows, as the existing whitewater features do.

River Surfing is the fastest growing river sport in the US. Projects like the City of Salida's Scout Wave have demonstrated that there is a great deal of interest in river surfing and that when a high-performance wave is built, users will travel from all over the Country to visit the wave. The use case in Salida has also demonstrated that there is great benefit to residents when a river surfing feature is designed to function at lower flows when learning the sport is less intimidating. River surfing has a lower barrier to entry than traditional river sports like kayaking and rafting which makes it more attractive to young people and allows access for a more diverse population of users.



Figure 7: Late summer surfing the Scout Wave in Salida, CO. Photo by Mike Harvey.

Additional design and planning work is required to refine this proposal and create an opinion of probable costs. However, at this pre-conceptual level we believe a project of this approximate scope and size could be completed for approximately \$1 million-\$2 million (AACE Class 5).

The Town of Eagle and its citizens have invested greatly in the Eagle River Park and the results are a well-planned and executed public space that connects the community to the Eagle River. However, it is our professional opinion that the park's full potential is not being realized. The proposed improvements we have outlined would help the park become a greater regional attraction and increase its economic impact while benefiting local residents by improving public safety and usability across a wide range of flows.

Next steps:

The Eagle River Park provides high quality recreational opportunities and economic stimulus to the Town of Eagle and its residents. Maintenance and enhancements to the park would act as a force multiplier by attracting new recreational users, enhancing the experience for existing users, and improving safety and navigation through the park. Our recommendation is that improving the entrance to the park by placing a new drop structure upstream of the existing Drop 1, removing Drop 1 and modifying the island and bypass provides the best return on investment given the project goals as described by the local stakeholders. Next steps would include:

- Detailed bathymetric survey of existing conditions.
- Feasibility Study.
- Preliminary design.
- Preliminary hydraulic modeling.

Thank you for the opportunity to work with you on this project and we would welcome the chance to explore this project with you further.

Please contact with any questions.



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Boulder, CO 80302
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**MCLAUGHLIN
WHITEWATER**



Investigation of River Surfing Improvements Eagle River Park

Investigation of River Surfing Improvements:

Introductions

Brandon Billing, P.E.
Whitewater Design Group
Project Manager



Sam Swanson, E.I.T.
Whitewater Design Group
Project Engineer



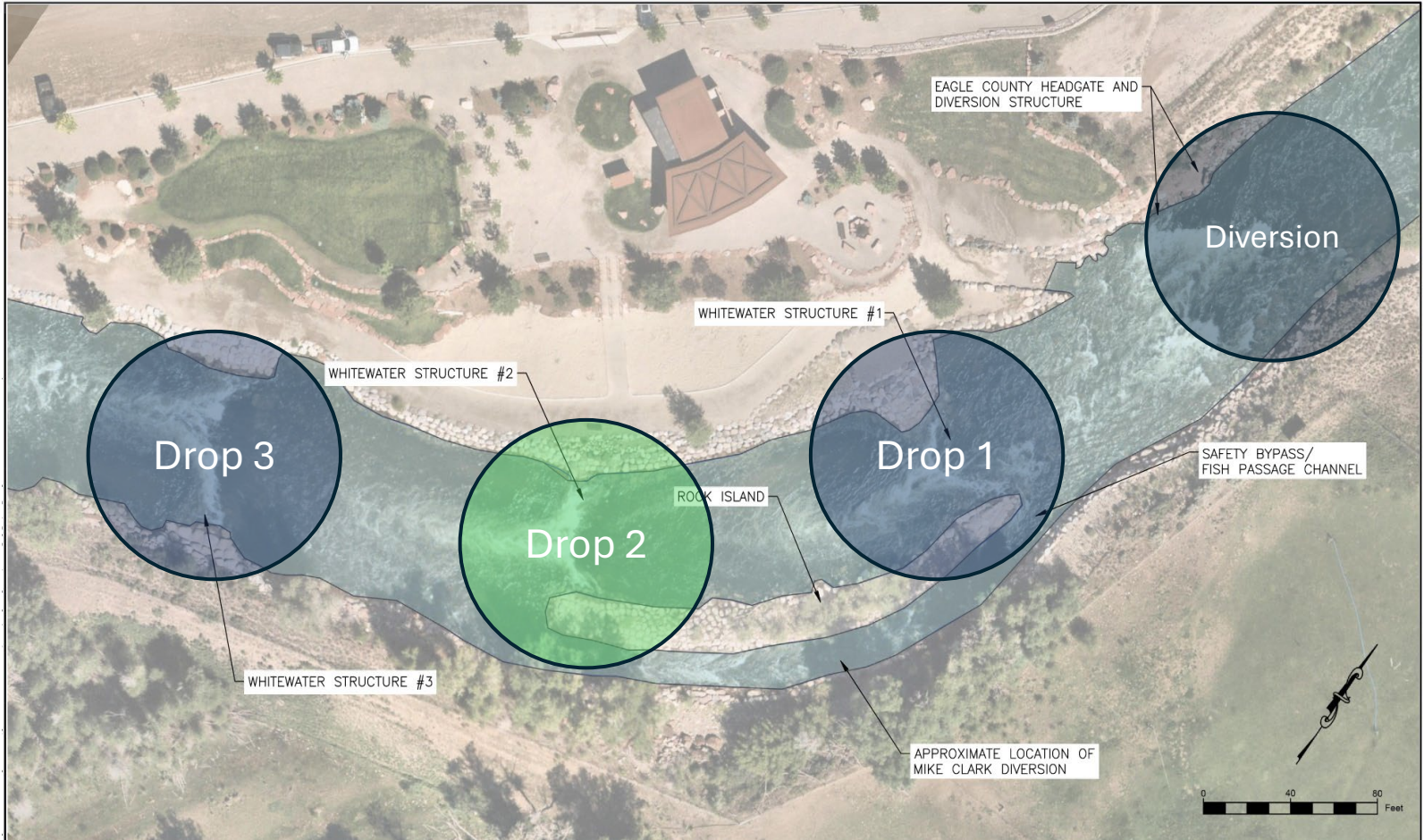


Investigation of River Surfing Improvements: Overview



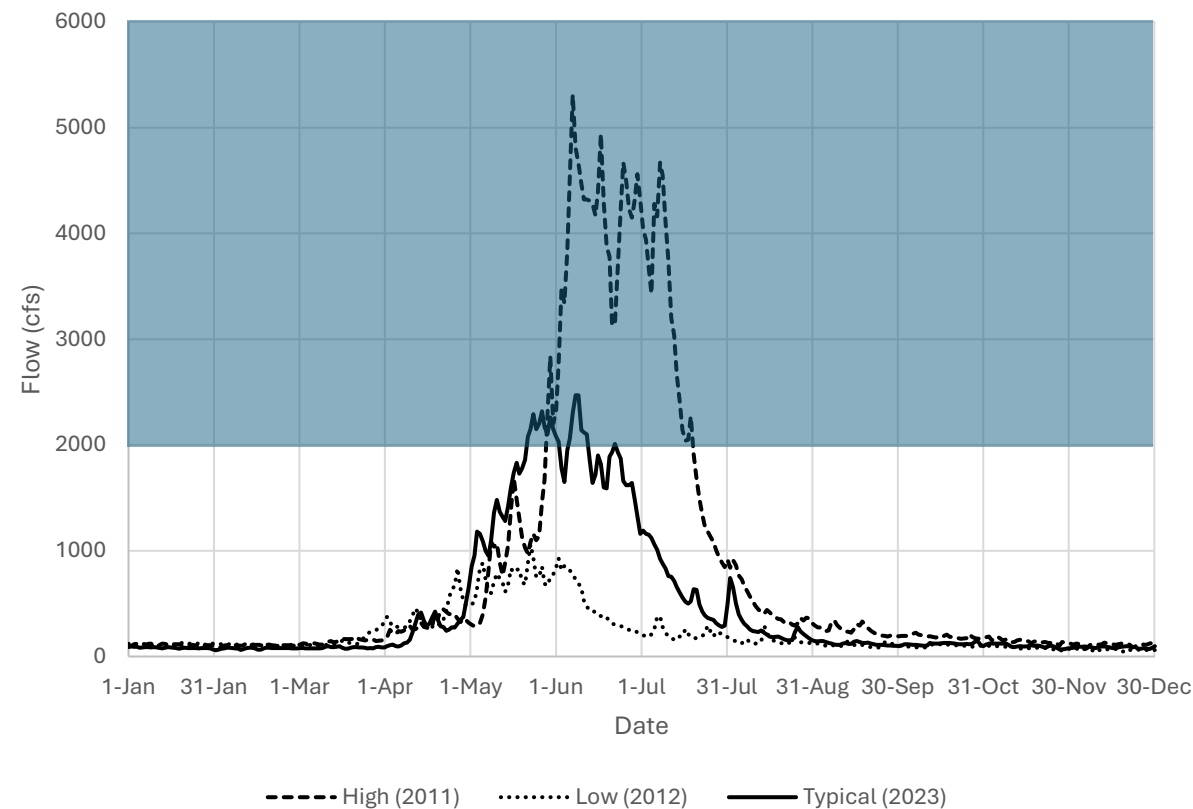


Investigation of River Surfing Improvements: Overview



Investigation of River Surfing Improvements: Existing Conditions

Hydrograph
>2,000 cfs

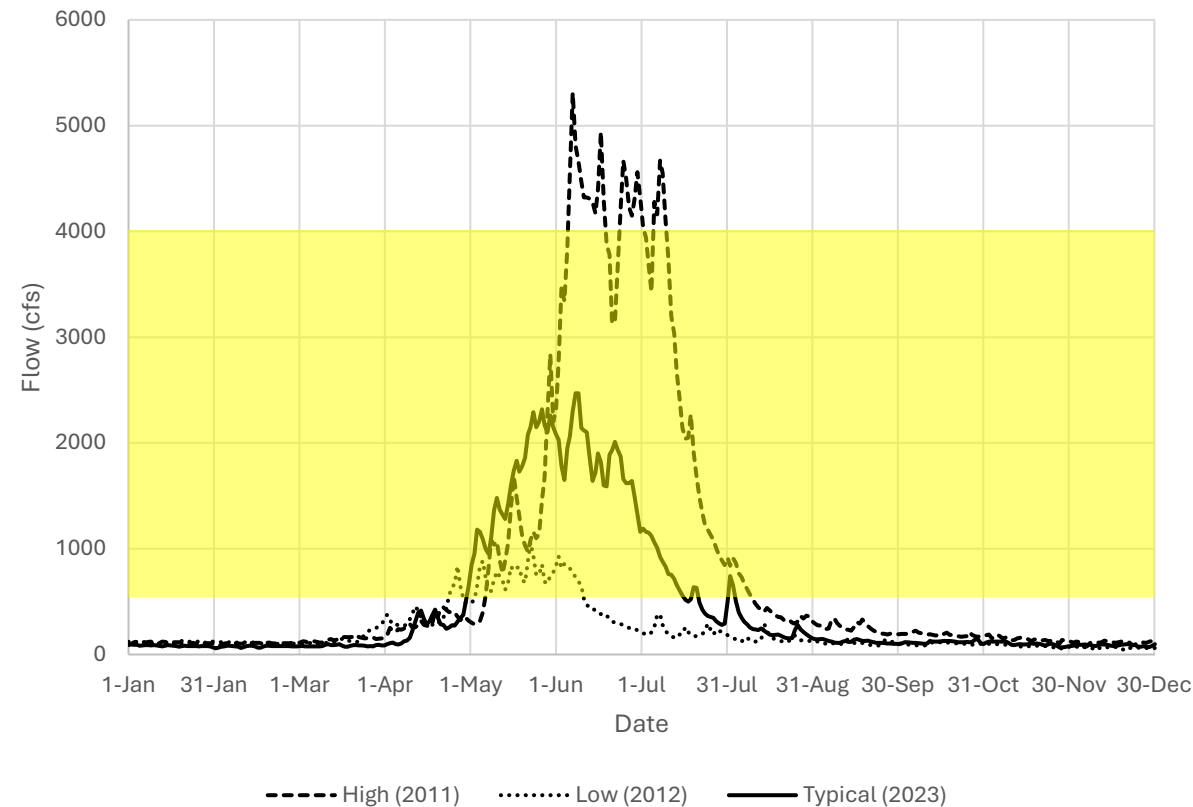


Surf Wave
~3,000 cfs



Investigation of River Surfing Improvements: Proposed Conditions

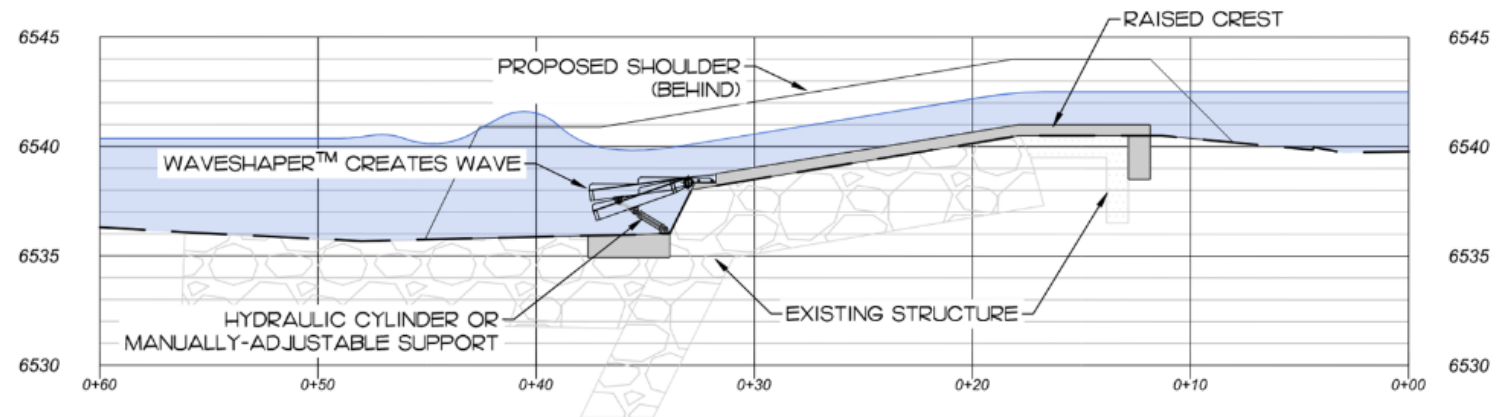
Hydrograph
~500 to ~4,000 cfs



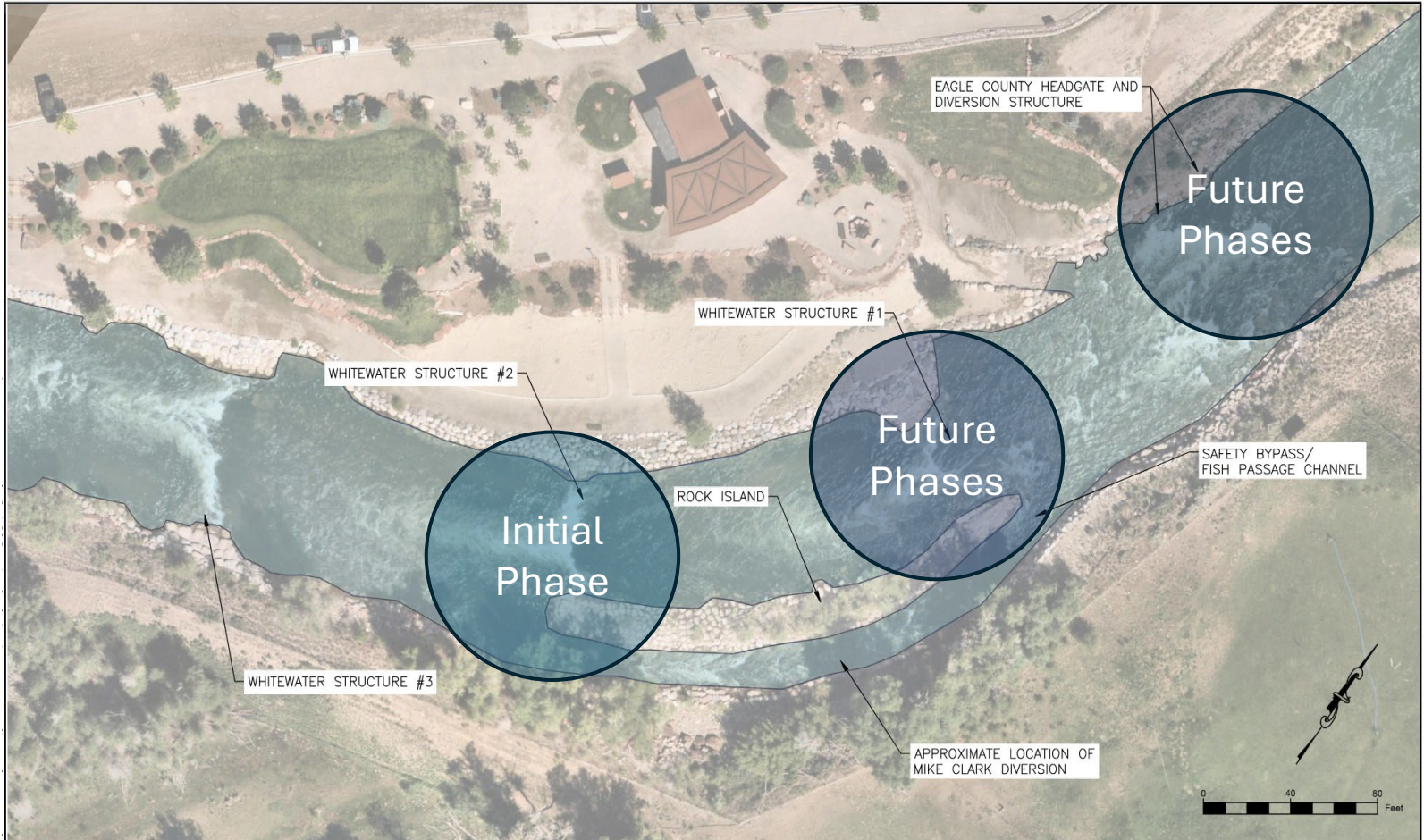
Surf Wave
~1,000 cfs



Investigation of River Surfing Improvements: Proposed Concept



Investigation of River Surfing Improvements: Phasing



Investigation of River Surfing Improvements: Why McLaughlin?



Longevity



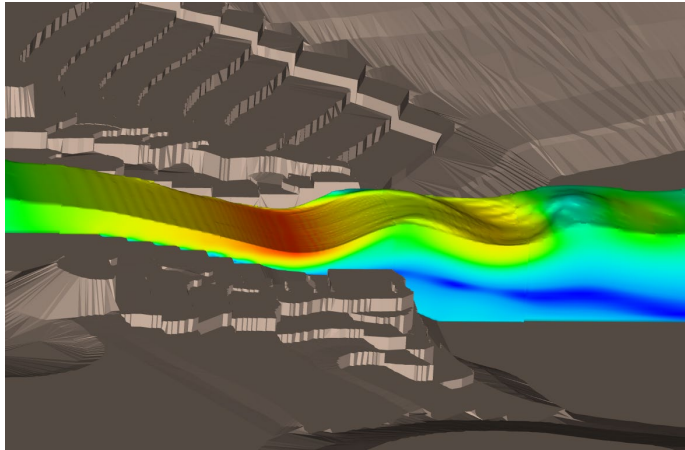
Safety



Performance

Investigation of River Surfing Improvements: Longevity

Modeling



Durable Construction



Adjustability



Investigation of River Surfing Improvements: Safety

User Friendly Construction



User Friendly Hydraulics



Investigation of River Surfing Improvements: Performance



Thank you

brandon.billing@merrick.com

sam.swanson@merrick.com



MCLAUGHLIN
WHITEWATER



To: Mayor Turnipseed and the Town Council
From: Brian Lieberman, Open Space and Trails Manager
Date: January 14, 2025

Agenda Item: Resolution 2, Series 2025: "A Resolution by the Town Council of the Town of Eagle, Colorado, establishing seasonal use restrictions for all users on tract OS-1 at the Reserve at Hockett Gulch for the protection of wintering wildlife from December 1 through April 15 annually."

REQUEST: Staff requests that the Town Council consider the recommendation from Colorado Parks and Wildlife (CPW) and the Open Space and Recreation Advisory Committee (OSRAC) to enact seasonal use restrictions for all users on Tract OS-1 at the Reserve at Hockett Gulch from December 1 to April 15 annually.

BACKGROUND: Through the Reserve at Hockett Gulch development, the Town acquired 3.5 acres of open space (OS-1) on the southeastern side of the new Pike Apartments (see Map 2).

The open space parcel has an approximately $\frac{1}{4}$ mile trail that connects to other sidewalks and a perimeter trail around the Pike Apartments (see Map 3). Otherwise, the property has pretty steep slopes, sage, pinion, juniper, and some grasses. Most of the property faces north.

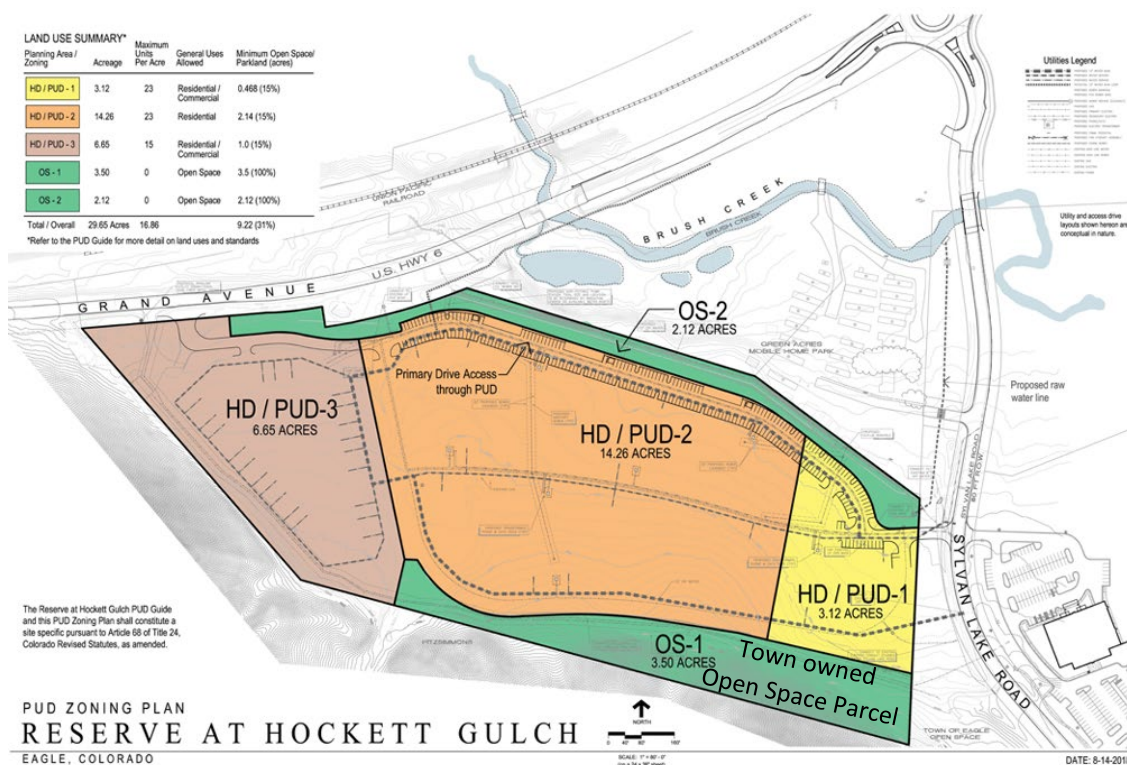
The development has an additional open space parcel (OS-2), which the developer/HOA will retain ownership of. At this point, there is no direct access from OS-1 or OS-2 to BLM land.



Photos 1 and 2: Hockett Gulch OS-1. The 10-foot gravel path traverses the property with sage, grass, and junipers.



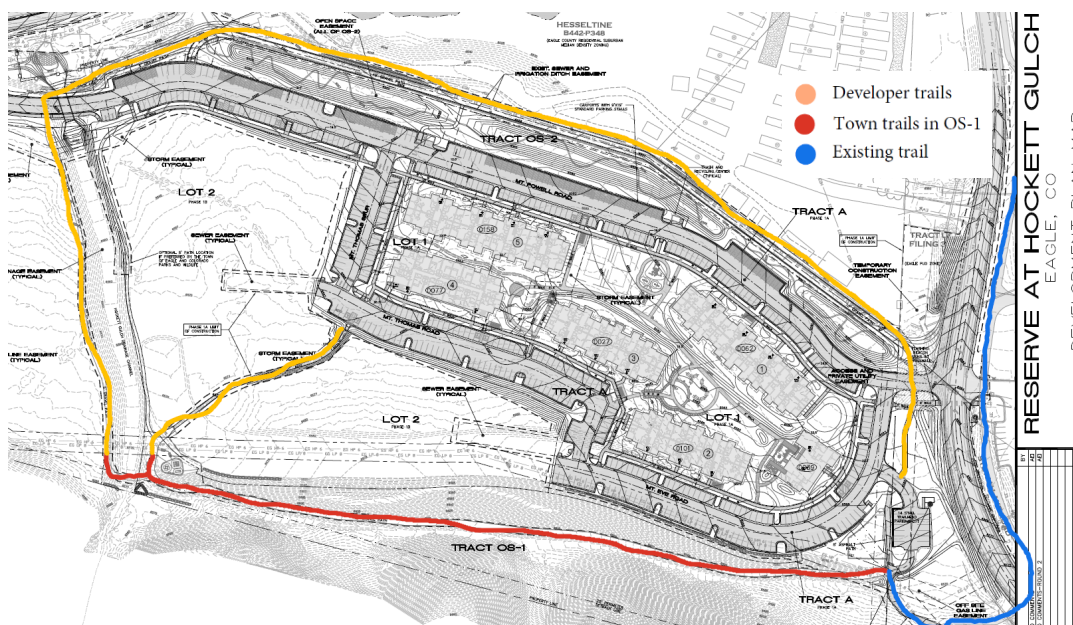
Map 1: Overview map of the Reserve at Hockett Gulch Planned Unit Development (PUD). The PUD is in Purple.



Map 2: Planned Unit Development (PUD) Zoning Plan for the Reserve at Hockett Gulch Development. The Town was deeded parcel OS-1 as public open space, and the developer/HOA retained ownership of OS-2.

According to the Planned Unit Development (PUD) Guide, the use of the OS-1 is restricted to the trail for non-motorized users. Dirt bike use may be permitted if a connection to public lands from the adjacent property is established. The Town is responsible for open space maintenance, such as noxious weed control.

Through the development process, the open space parcel and trail were not subject to any seasonal use restrictions. Section 9.26.060 of the Eagle Municipal Code permits the Town Manager to enact daily or seasonal use restrictions on town owned open space. However, Section 6.03.090 requires that the Town Council pass a resolution to amend use restrictions on most open space properties and trails after a public hearing. Although Hockett Gulch is not included in Section 6.03.090, staff recommends using the process identified in this section to address seasonal use restrictions on all open space properties.

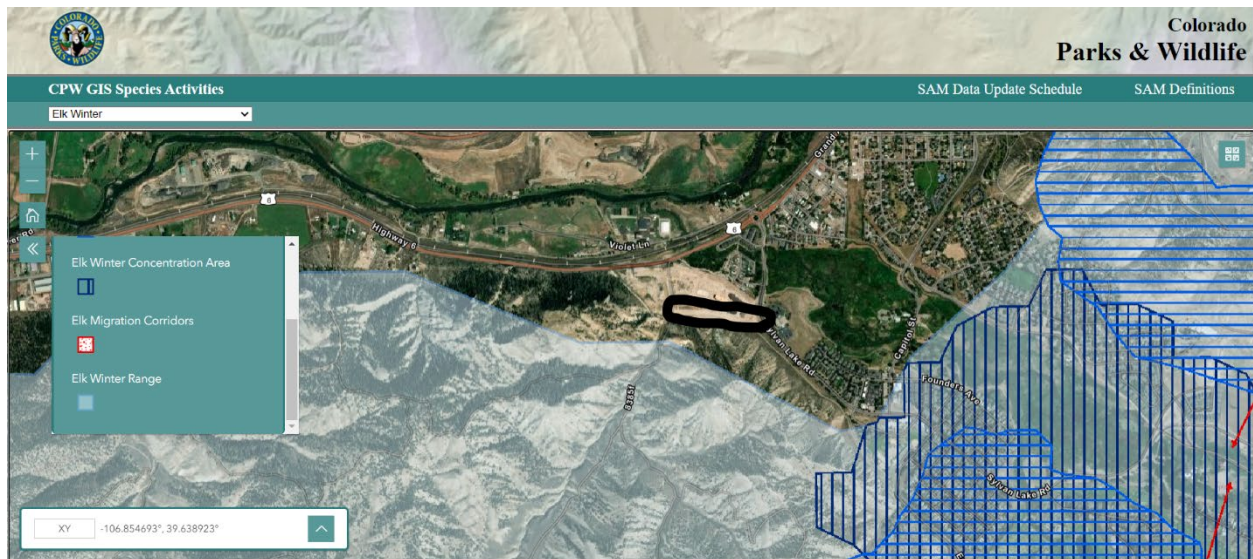


Map 3: Location of trails and proposed trails within the Hockett Gulch PUD. The red trail is a 10-foot gravel path within the OS-1 parcel owned and managed by the Town. The yellow trails connect to other areas in the development and form the north perimeter trail. The yellow trails are (will be) owned and managed by the developer/HOA. The blue trails are existing paved paths in the Town's network. Phase 1b and Phase 2 (Lot 2) of the development are still active land use files with the Town. Some trails and their locations are subject to change in those phases.

ANALYSIS: [The 2022 Open Space and Trails Master Plan](#) includes the following language regarding seasonal closures:

***P2 – Seasonal Wildlife Closures:** With seasonal wildlife closures, work to balance consistency, changing habitat needs of wildlife, and winter recreation opportunities. All recreational opportunities in mapped wintering range and/or other environmentally vulnerable areas will be considered for seasonal wildlife closures. Dates will be determined in partnership with CPW, BLM, and any other applicable land managers.*

Below are the mapped winter ranges and areas for elk and mule deer near the Hockett Gulch PUD.



Map 4: Mapped winter range and areas for elk. The approximate OS-1 parcel boundary is circled in black. Additional and larger maps are included as attachments.



Map 5: Mapped winter range and areas for mule deer. The approximate OS-1 parcel boundary is circled in black. Additional and larger maps are included as attachments.

Colorado Parks and Wildlife (CPW) emphasizes that wildlife range polygons are not definitive, and ranges may extend into surrounding areas beyond the polygons.

The OS-1 Hockett Gulch parcel is located in or near the mapped winter range for mule deer. Although the property is not identified as a mapped winter range for elk, elk have been seen using it in past winters. The development will likely alter how elk and deer use and migrate through this area.

Colorado Parks and Wildlife (CPW) recommends that this property be subject to the Town's seasonal closure period of December 1 – April 15 annually. CPW says this parcel will help provide an important buffer between the development and adjacent property subject to existing seasonal use restrictions for

winter range protections and undeveloped private property. It will also be a good educational opportunity for new residents to learn about and understand the importance of seasonal protection of winter range and responsible recreation. Last, CPW believes that the closure of this property will provide consistency with other closures of open space in the Eagle area.

Some considerations against enacting a seasonal closure include that it is a very small property located directly adjacent to high-density development. Enforcement and managing this closure could be challenging for the gains of a small closure area.

COMMUNITY/ STAKEHOLDER INPUT: OSRAC discussed this agenda item during the November 2024 meeting. The Committee had some concerns about the ability to enforce a seasonal closure in this area. Still, it unanimously recommended that the Town enact seasonal use restrictions on the property, citing CPW's recommendation for the closure.

At the meeting, several Town residents spoke in favor of the closure.

Since that meeting, staff have provided information about the proposed closure to the Pike Apartments Community Manager. The information was emailed to all residents and posted on either end of the trail that is proposed to be subject to the closure.

Residents were invited to attend this meeting to express support, concerns, or comments.

BUDGET/ STAFF IMPACT: Enacting the closure will require purchasing signage and materials, opening and closing gates annually, and time focusing on enforcement/education with residents.

Staff expects the two gates and signage to cost around \$400-\$500.

The Ranger Position will be beneficial for education and enforcement responsibilities.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: [The 2022 Open Space and Trails Master Plan](#) includes the following language regarding seasonal closures:

P2 – Seasonal Wildlife Closures: With seasonal wildlife closures, work to balance consistency, changing habitat needs of wildlife, and winter recreation opportunities. All recreational opportunities in mapped wintering range and/or other environmentally vulnerable areas will be considered for seasonal wildlife closures. Dates will be determined in partnership with CPW, BLM, and any other applicable land managers.

RECOMMEND ACTION OR PROPOSED MOTION: Motion to approve or deny Resolution 2, Series 2025: "A Resolution by the Town Council of the Town of Eagle, Colorado, establishing seasonal use restrictions for all users on tract OS-1 at the Reserve at Hockett Gulch for the protection of wintering wildlife from December 1 through April 15 annually."

ATTACHMENTS:

1. Resolution 2, Series 2025
2. More information about the Reserve at Hockett Gulch development can be found on the Town's website under the Approved Land Use Files page at this link: <https://www.townofeagle.org/707/Approved-Land-Use-Files>. On the landing page, scroll down to the Reserve at Hockett Gulch section.

3. The Eagle Municipal Code can be viewed at this link:
https://library.municode.com/co/eagle/codes/code_of_ordinances?nodeId=COOR_TIT6PUPAREAROPSPAR.
4. Additional winter range maps

TOWN OF EAGLE, COLORADO

RESOLUTION NO. 2

(SERIES OF 2025)

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, ESTABLISHING SEASONAL USE RESTRICTIONS FOR ALL USERS ON TRACT OS-1 AT THE RESERVE AT HOCKETT GULCH FOR THE PROTECTION OF WINTERING WILDLIFE FROM DECEMBER 1 THROUGH APRIL 15 ANNUALLY.

WHEREAS, the Town of Eagle strives to balance wildlife and natural resource protection with providing safe, fun, and equitable recreational opportunities on open space properties; and

WHEREAS, Tract OS-1 of the Reserve at Hockett Gulch ("property") was deeded to the Town as public open space; and

WHEREAS, Colorado Parks and Wildlife ("CPW") has identified and mapped the property as winter range for elk and mule deer and has therefore recommended that the property be subject to seasonal use restrictions similar to adjacent open space properties; and

WHEREAS, the Open Space and Recreation Advisory Committee ("OSRAC") has reviewed and discussed CPW's recommendation for seasonal use restrictions at a Committee meeting that was open and advertised to the public; and

WHEREAS, OSRAC agrees with CPW's recommendation for seasonal use restrictions owing to the property being located in a mapped winter range and recommends that the Town Council enact seasonal use restrictions for all users from December 1 – April 15 annually; and

WHEREAS, Section 9.26.060 of the Eagle Municipal Code permits the Town Manager to enact daily or seasonal use restrictions in open space areas, and Section 6.03.090 permits the Town Council to enact seasonal use restrictions via Resolution; and

WHEREAS, the Town Council of the Town of Eagle, Colorado, concurs with OSRAC's recommendation and finds there to be sufficient benefits for wildlife to enact seasonal use restrictions on the property.

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

Section 1. Seasonal use restrictions are hereby enacted on Tract OS-1 of the Reserve at Hockett Gulch subdivision from December 1 – April 15 annually.

Section 2. Seasonal use restrictions will apply to all users during the dates listed in Section 1 and include the use of the path through the open space.

INTRODUCED, READ, PASSED AND ADOPTED ON _____, 2025.

TOWN OF EAGLE, COLORADO

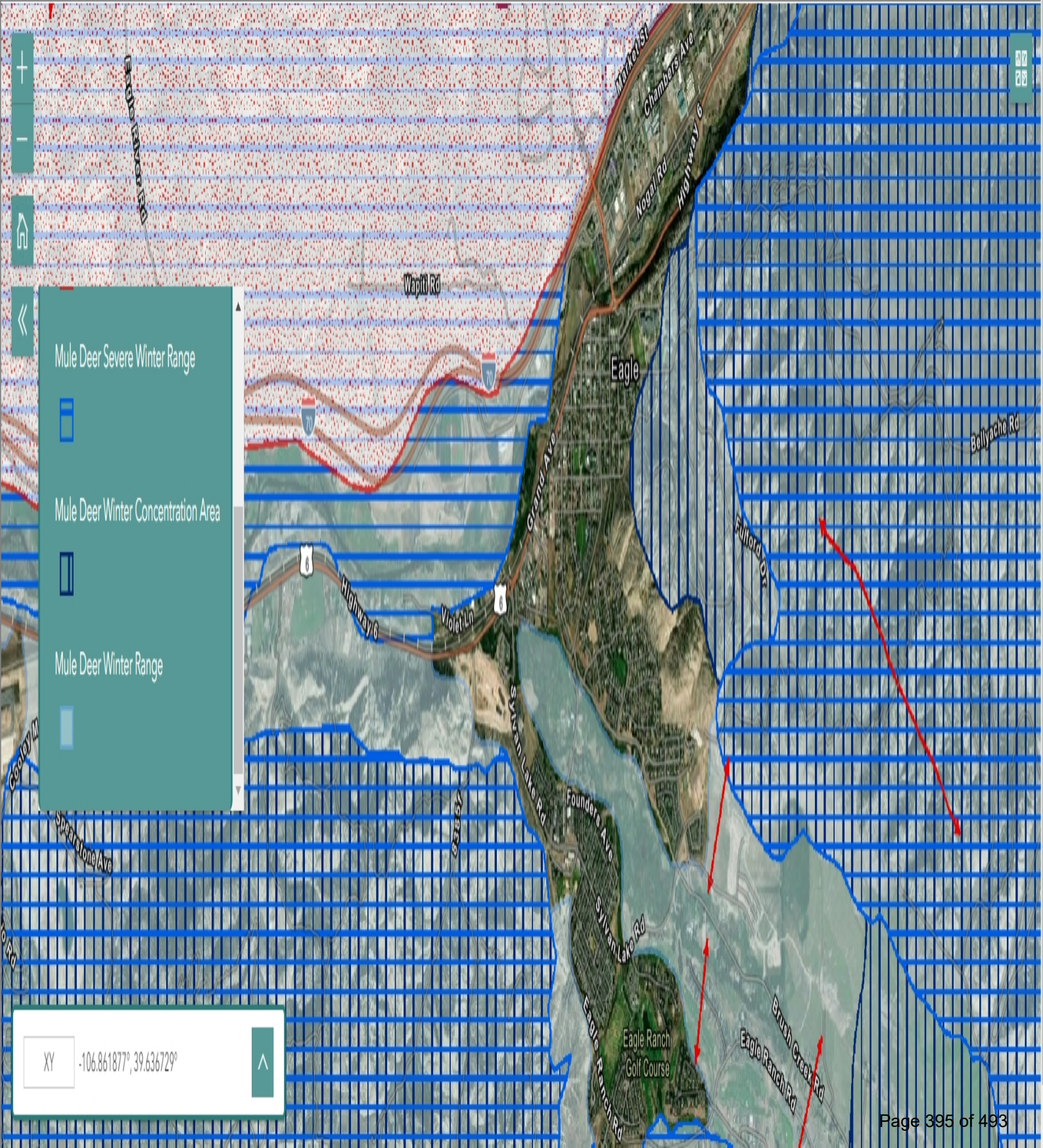
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



Mule Deer Winter





Mule Deer Winter

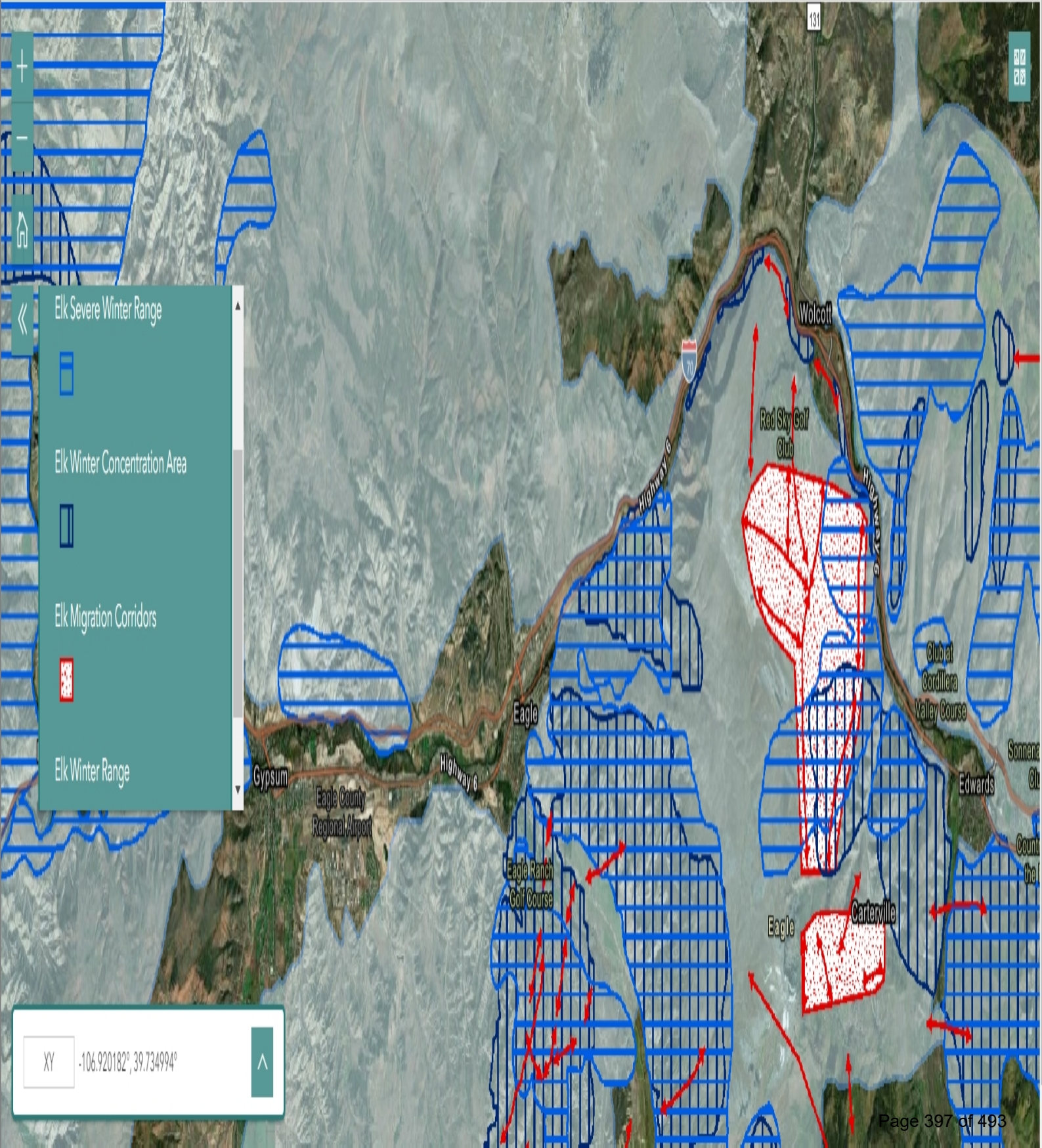


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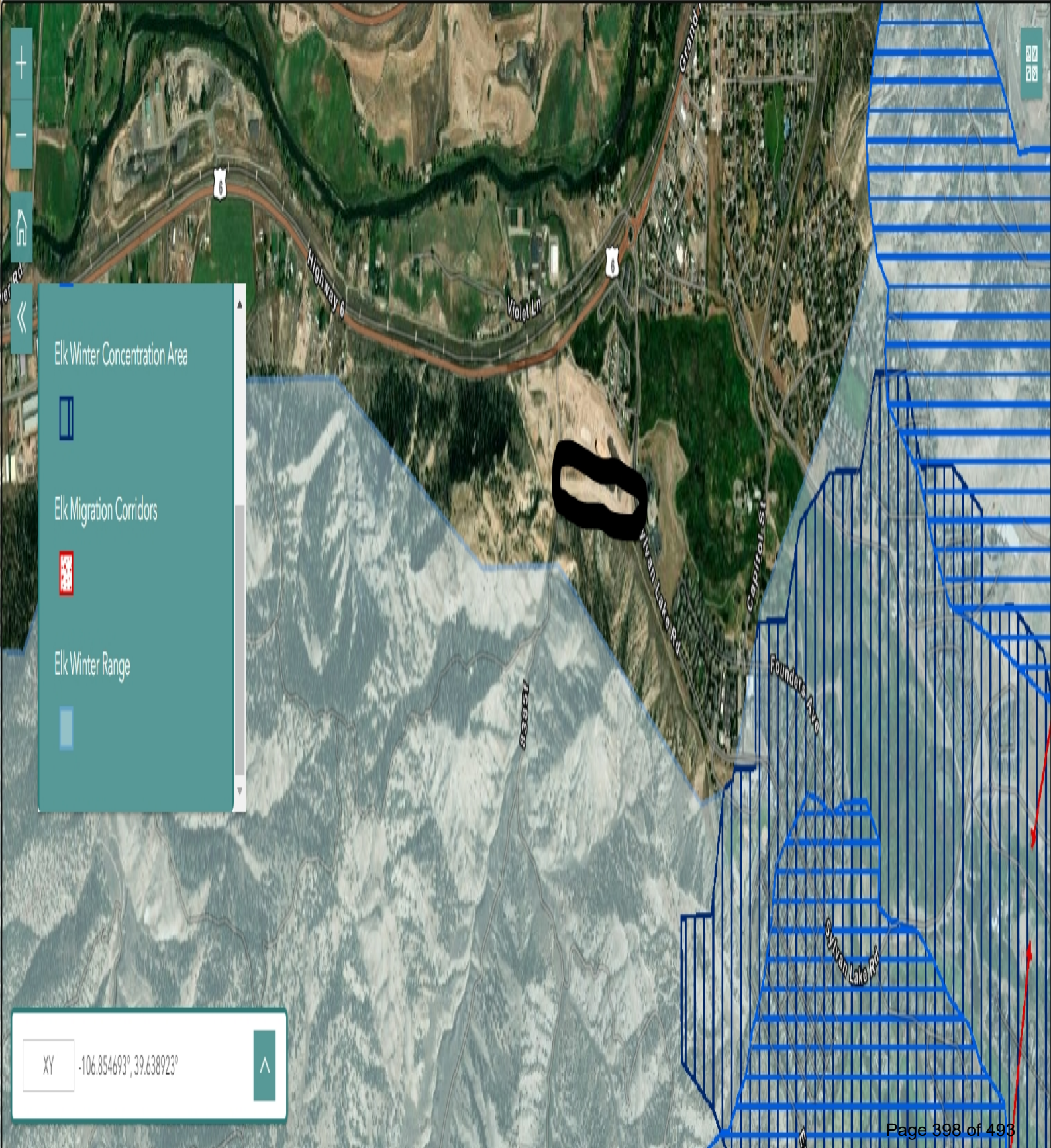


Elk Winter





Elk Winter





To: Mayor Turnipseed and Town Council
From: Brian Lieberman, Open Space and Trails Manager
Date: January 14, 2025

Agenda Item: Scope of Services and Timeline Direction for the Open Space Ranger Position

REQUEST: Staff requests that the Town Council review the proposed Scope of Services for the Open Space Ranger position and the program development timeline and provide any feedback.

BACKGROUND: Staff are developing a Scope of Services document to outline the high-level goals, roles and responsibilities, and direction for the position and the ranger program. Staff believe this will help establish clear expectations for the community and funding partners. The document will provide general guidance rather than detailed job descriptions for the new position.

Concurrently, staff are developing an Intergovernmental Agreement (IGA) with the three project partners to establish funding responsibilities for the Ranger Program. The project partners include the Eagle Ranch Wildlife Committee, Eagle Ranch HOA, and the Eagle Ranch Metro District.

In addition, staff have developed a timeline outlining anticipated deadlines for major milestones in the program's development and onboarding of the new position.

Staff will bring drafts of the IGA to the Council at a future meeting. For this meeting, staff seek any feedback on the Scope of Services document and the position development timeline.

ANALYSIS: The Scope of Services document and position timeline are included in the packet. Staff are seeking feedback and guidance on the overall contents of both documents. Included below are some specific areas of interest for feedback.

Scope of Services

The Job Responsibilities and Focus Area section of the Scope of Services document details the approximate time allocation for the main focus areas of the position. The three focus areas include:

- Ranger patrol, education, and training
- Trail and open space maintenance
- Open space planning and capacity support

Staff have outlined the approximate targets of time the ranger would focus on each area. The amount of time allocated to each focus area is proposed to fluctuate throughout the year according to anticipated program needs.

Estimated job responsibilities breakdown according to the time of the year:

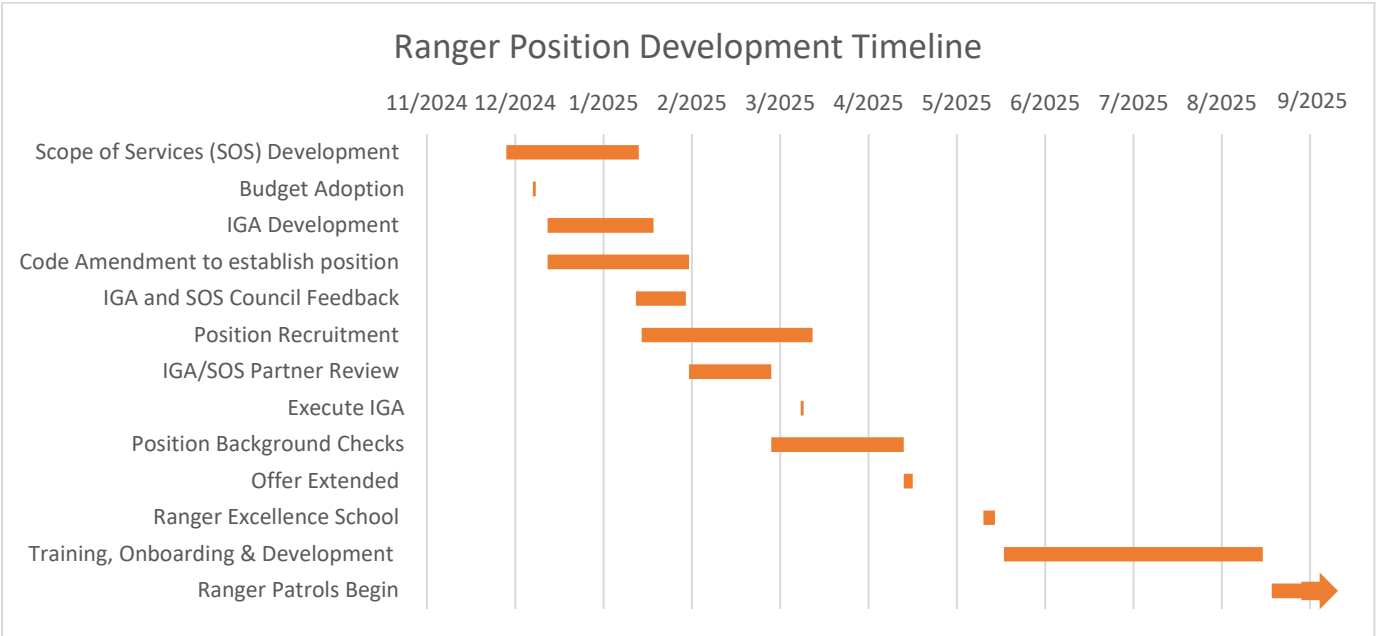
- January- March
 - Ranger patrol and education: 60%
 - Open space planning and capacity support 30%
 - Trail and open space maintenance 10%
- April – June
 - Ranger patrol and education: 40%
 - Open space planning and capacity support 10%
 - Trail and open space maintenance 50%
- July – October
 - Ranger patrol and education: 25%
 - Open space planning and capacity support 15%
 - Trail and open space maintenance 60%
- November – December
 - Ranger patrol and education: 60%
 - Open space planning and capacity support 20%
 - Trail and open space maintenance 20%

These are all estimates. Specific duties may fluctuate according to needs. In addition, time allocation will be evaluated regularly and may be adjusted to fit staffing needs and program goals.

Staff seek direction on whether the target percentage of time allotted to each focus area fits the Council’s vision for the position.

Program Development Timeline

Staff developed a timeline to outline the proposed steps for reaching major milestones in the development of the Open Space Ranger and Maintenance Specialist position. Staff believes the proposed timeline is the quickest timeframe to develop the Ranger Program effectively and legally. Staff seek any feedback from the Council on the proposed timeline.



Staff's goal is to finalize the IGA and Scope of Services by the beginning of March, hire someone for the position by the beginning of May, and have ranger patrols begin by September 2025.

COMMUNITY INPUT: The establishment of the ranger position was, in part, a reaction to stakeholder and community concerns. The 2022 Open Space and Trails Master Plan prioritized increased enforcement abilities on trails and open space properties.

At its January 2025 meeting, the Open Space and Recreation Advisory Committee reviewed the proposed Scope of Services and timeline for developing the ranger program. The Committee suggested adding first aid as a required training, consider where event time fits into the time allocation, and debated whether the time distribution should be reconsidered for the month of April.

Following the Town Council's review, staff will present the Scope of Services document and the IGA to the funding partners and provide an opportunity for feedback.

BUDGET/ STAFF IMPACT: Developing the position will require significant staff time. Below is the proposed budget based on preliminary commitments from the funding partners.

Year 1 Funding Partners:	Year 1 cost:	Percent:
Town of Eagle	\$110,234.46	52.00%
Eagle Ranch Wildlife Committee	\$81,754.89	38.57%
Eagle Ranch HOA	\$10,000.00	4.72%
Eagle Ranch Metro District	\$10,000.00	4.72%
<u>TOTAL:</u>	\$211,989.35	100%

Year 2 Funding Partners:	Year 2 cost:	Percent:
Town of Eagle	\$64,714.00	52.00%
Eagle Ranch Wildlife Committee	\$59,736.00	48%
Eagle Ranch HOA	\$0	0%
Eagle Ranch Metro District	\$0	0%
<u>TOTAL:</u>	\$124,450.00	100%

Year 3 Funding Partners:	Year 3 cost:	Percent:
Town of Eagle	\$66,170.00	52.00%
Eagle Ranch Wildlife Committee	\$61,080.00	48%
Eagle Ranch HOA	\$0	0%
Eagle Ranch Metro District	\$0	0%
<u>TOTAL:</u>	\$127,250.00	100%

Two project partners (Eagle Ranch HOA and Metro District) have only made preliminary commitments for one year of funding. The Eagle Ranch Wildlife Committee has made preliminary commitments to fund up to 48% of the position for three years. The IGA will finalize funding commitments.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The 2022 Open Space and Trails Master Plan includes the following goals:

<i>OS1 – Enforcement Officer/Ranger</i> Explore the inclusion of wildlife closure enforcement in Town Code Enforcement officer duties or a dedicated open space ranger.	\$10,000.00 4.72% 100%
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OS4 – Dog/Wildlife Conflict

Work with CPW and public land managers to address dog/wildlife conflict issues and consider enforcement on open space as necessary. The Town of Eagle is currently contracted with Eagle County Animal Control, however, this could be included in the duties of the enforcement officer/ranger recommended in OS1.

Goal OS1 was identified as a high priority in the plan.

RECOMMENDED ACTION OR PROPOSED MOTION: Staff requests that the Town Council review the proposed Scope of Services for the Open Space Ranger Position and the program development timeline and provide any feedback.

ATTACHMENTS:

1. Scope of Services for the Ranger Position
2. Timeline for the Ranger program and position development

DRAFT Scope of Services
Open Space Ranger and Maintenance Specialist
Town of Eagle
January 14, 2024

Position Title

Open Space Ranger and Maintenance Specialist

Department

Open Space/ Public Works

Enforcement Abilities

This position will be a limited commission officer who is enabled to enforce specific provisions of the Eagle Municipal Code as assigned. This person will not carry a firearm and will not be enabled to conduct arrests. Specific sections of the Code that this position will be enabled to enforce include:

- Title 6 - (Public Parks, Recreation and Open Space Areas)
- Chapter 9.26- (Public Parks, Recreation and Open Space Areas)
- Section 8.12.060 - (Failure to control a pet animal)
- Section 8.12.270. – (Threatening of livestock or wildlife)
- Section 9.28.060. – (Encroachments)

Some additional Code provisions that staff intend to update and enable this position to enforce include:

- Abandonment of personal property in open space properties
- Private improvements in public open space properties

Both of these provisions are proposed to be located in Title 6.

Required Training (Minimum)

- Ranger Excellence School
- Internal Eagle Police Department Training
- Dispatch
- Defense tactics training
 - Use of force
 - Defensive tactics
 - OC (Pepper Spray)
 - De-escalation
- Ticket book
- Body camera
- Report writing

- Testifying
- First Aid
- Others as assigned

Position Summary

Reporting to the Open Space and Trails Manager, the position patrols town-owned open space and trails properties to monitor for compliance with codes and regulations applicable to these properties. The position is also responsible for coordinating and performing maintenance/ stewardship activities on open space properties and overseeing the planning required to execute these projects in an office setting. The position will coordinate with the Eagle Police Department and the Chief for some training, safety, and enforcement direction. In the winter (generally December – March), the position will also patrol the Eagle Ranch Golf Course for leash law compliance and monitor wildlife movement.

Job Responsibilities and Focus Areas

The Open Space Ranger and Maintenance Specialist will have three main focus areas. Below is an approximate target for year-round breakdown of job responsibilities:

- Ranger patrol, education, and training (40%)
- Trail and open space maintenance (40%)
- Open space planning and capacity support (20%)

The emphasis on each of the focus areas will shift throughout the year depending on needs and conditions. For example, ranger patrols and open space planning will be greater during the winter season. Training for ranger patrol and education duties is captured in the ranger patrol and education focus area.

Approximate time allocation targets for job responsibilities according to the time of the year:

- January- March
 - Ranger patrol and education: 60%
 - Open space planning and capacity support 30%
 - Trail and open space maintenance 10%
- April – June
 - Ranger patrol and education: 40%
 - Open space planning and capacity support 10%
 - Trail and open space maintenance 50%
- July – October
 - Ranger patrol and education: 25%
 - Open space planning and capacity support 15%
 - Trail and open space maintenance 60%
- November – December
 - Ranger patrol and education: 60%
 - Open space planning and capacity support 20%
 - Trail and open space maintenance 20%

These are all estimates. Specific duties may fluctuate according to needs. In addition, time allocation will be evaluated regularly and may be adjusted to fit staffing needs and program goals.

Position Schedule

This position will require flexibility to work non-traditional work hours. The schedule may vary due to business needs, including regular day, evening, morning, and weekend work. The schedule will also likely change throughout the seasons to address specific program needs.

Geographic Scope

The position will patrol all open-space properties, trails, trail easements, and other natural resource interests owned by the Town. In the winter (generally December – March), the position will also patrol the Eagle Ranch Golf Course for leash law compliance and monitor wildlife movement. Focus areas for patrols will shift depending on the season, recreation patterns, wildlife movement, and other such factors. The position may patrol town owned rights-of-ways, parks, recreation areas, public access easements and other similar interests for compliance with natural resource issues within the scope of the position.

Open Space and Trails Maintenance

A significant portion of this position's job responsibilities will be trail and open space maintenance. The position will perform and oversee general maintenance of open space properties, including trail maintenance, noxious weed management, pest control, restoration/reclamation projects, and data collection.

Hunting

This position will be available to answer questions, provide general information, and monitor hunting activities on open space properties and adjacent public lands. Regulation and enforcement of hunting rules will remain the responsibility of Colorado Parks and Wildlife and the Eagle Police Department (when appropriate).

Dispatch

This position will not be on call for any organization or residents. It will respond to its supervisor and dispatch. If a resident or organization observes an issue, they will need to report it to non-emergent dispatch.

Patrols for Leash Law Compliance

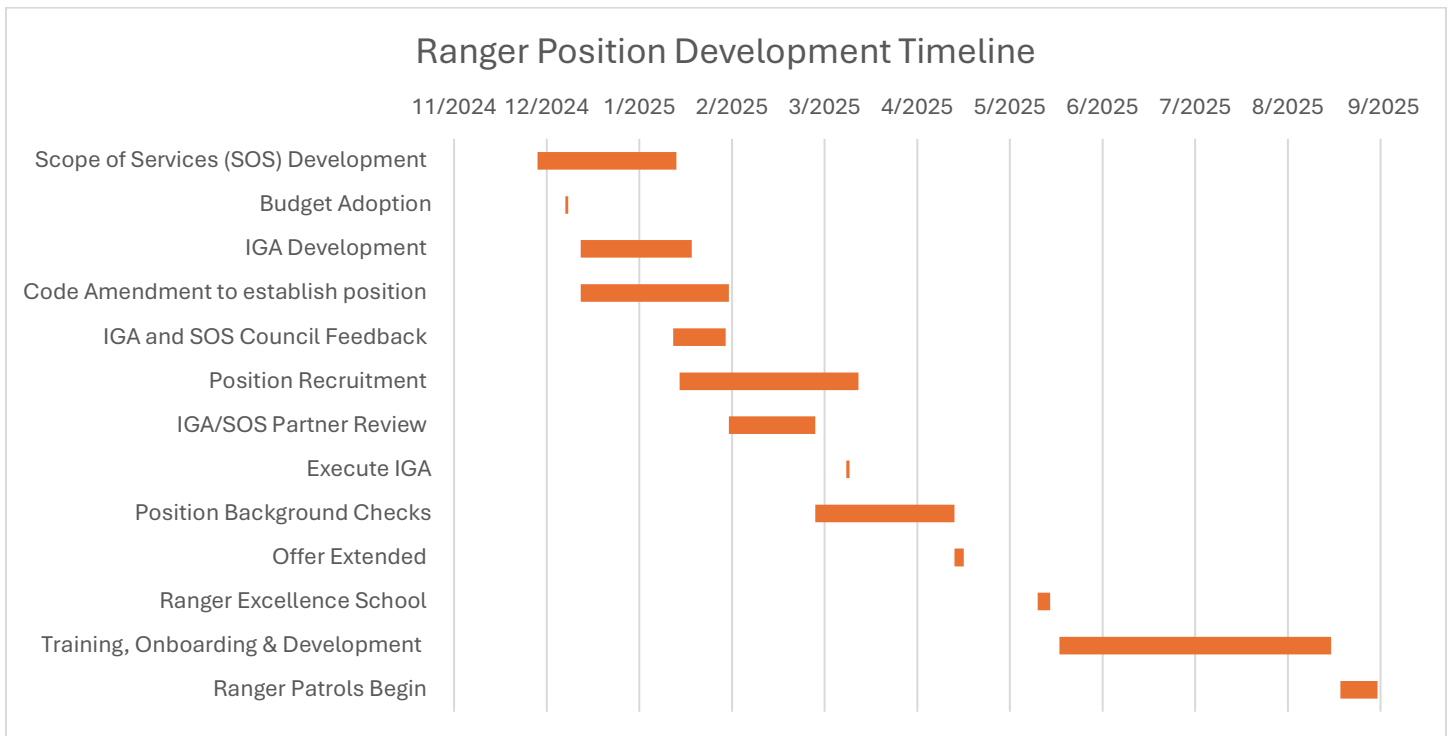
This position will patrol open space properties and trails during times of human-wildlife conflict for leash law compliance. The position will supplement the existing patrols by Eagle County Animal Control for leash law compliance and focus on areas not prioritized for patrolling by the County.

Compliance Goals

Whenever possible, the position will take an education-first approach when working with the Eagle community and visitors to achieve compliance with open space and trail rules and regulations. As a general rule, the ranger will utilize the minimum level of enforcement needed to gain compliance.



Position Development Timeline **Open Space Ranger and Maintenance Specialist** **Town of Eagle** **January 14, 2025**



Task Name	Start Date	End Date	Duration
Scope of Services (SOS) Development	12/1/2024	1/15/2025	45
Budget Adoption	12/10/2024	12/11/2024	1
IGA Development	12/15/2024	1/20/2025	36
Code Amendment to establish position	12/15/2024	2/1/2025	48
IGA and SOS Council Feedback	1/14/2025	1/31/2025	17
Position Recruitment	1/16/2025	3/15/2025	58
IGA/SOS Partner Review	2/1/2025	3/1/2025	28
Execute IGA	3/11/2025	3/12/2025	1
Position Background Checks	3/1/2025	4/15/2025	45
Offer Extended	4/15/2025	4/18/2025	3
Ranger Excellence School	5/12/2025	5/16/2025	4
Training, Onboarding & Development	5/19/2025	8/15/2025	88
Ranger Patrols Begin	8/18/2025	8/30/2025	12

***Dates are approximate and may be
subject to change***



To: Mayor Turnipseed and the Town Council
From: Brian Lieberman, Open Space and Trails Manager
Date: January 14, 2024

Agenda Item: Discussion and direction for a proposal to consider supporting a review of class 1 pedal assist e-bikes on natural surface trails in Town-owned open space properties

REQUEST: Staff seeks direction on a proposal from a regional mountain bike group (that is supported by the Hardscrabble Trails Coalition) to evaluate increasing class 1 pedal assist e-bike (e-bike) opportunities on non-motorized trails in the Upper Colorado River area.

BACKGROUND: The Bureau of Land Management (BLM), Colorado River Valley Field Office (CRVFO), intends to begin scoping to consider increasing class 1 pedal assist e-bike (e-bike) opportunities on select non-motorized trails within its field office. Scoping will occur through a National Environmental Policy Act (NEPA) Environmental Assessment (EA). These assessments generally include public input, stakeholder coordination, and environmental reviews.

The BLM's CRVFO received a request from a regional mountain bike group to evaluate increasing opportunities for e-bikes on non-motorized trails. The proposal is supported by local mountain bike groups including the Roaring Fork Mountain Bike Association and the local Eagle mountain bike club, the Hardscrabble Trails Coalition (HTC). As of conversations with the BLM in December 2024, the BLM intends to respond to these requests by evaluating e-bike use on non-motorized trails throughout most of the CRVFO in spring 2025.

However, the BLM says that it will not make any management changes on trails in the Eagle area unless adjoining land managers and the local community are supportive, the NEPA study determines that the changes would have no substantive impacts, and adjoining landowners make changes on lands they manage with connecting trails.

The existing Town of Eagle management approach does not permit e-bikes on non-motorized natural surface trails in open space. The BLM also has the same regulations. To facilitate effective recreation management of e-bikes in the Eagle area, the Town and the BLM would need to evaluate e-bike use together as our trails connect throughout the network. The Town would have a separate process for collecting public input and assessing impacts, but it would be beneficial to complete that review having some coordination with the BLM.

At the end of last year, HTC requested that the Open Space and Recreation Advisory Committee (OSRAC) consider evaluating e-bike use in Town-owned open space properties in tandem with the BLM's review process. HTC has expressed support for increasing e-bike opportunities in the Eagle area.

Staff seek preliminary direction from the Council regarding whether the Town should review our e-bike policy during the BLM's review this winter and, if so, the level of public and stakeholder engagement desired to make a determination.

ANALYSIS: The topic of increasing the use of Class 1 pedal-assist e-bikes in the Eagle area has arisen several times over the past few years. Most recently, e-bikes were evaluated during the development of the Open Space Management Plans.

In tandem with developing management plans for open space properties in 2023, the Town tackled several complex policy issues that impact open space lands. The natural resource consulting firm that developed the Management Plans created policy papers addressing these key issues.

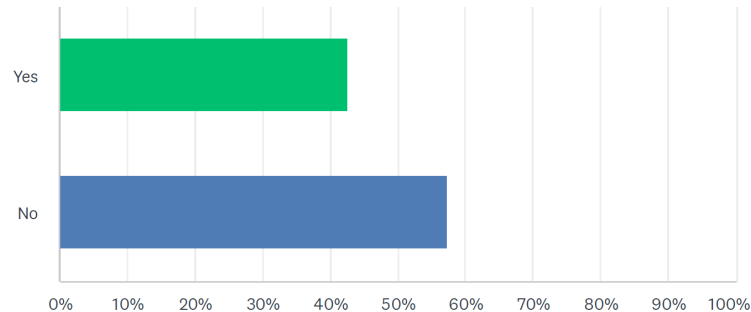
This packet includes the e-bike policy paper. The policy paper's number one finding was a recommendation that the Town of Eagle should not unilaterally make any changes to e-bike management. This recommendation was derived from the geographic reality that almost all trails that start on town open space quickly cross the boundary into federal lands. The Policy Paper recommended that all landowners/ interest holders (Town, Eagle County Open Space, Eagle Valley Land Trust, BLM, and U.S. Forest Service) should work together to manage e-bikes and determine if any changes to existing management should be pursued.

In 2023, OSRAC and the Town Council agreed with this recommendation. However, both groups concluded that the Town should not take the lead in pursuing changes to e-bike management. Instead, they believe that the responsibility for this initiative should lie with federal land managers or user groups.

In addition to providing recommendations on how to proceed, the e-bike Policy Paper collected and analyzed community and stakeholder comments through several stakeholder focus groups, two surveys, and an open house. The following are the relevant graphics from the engagement summaries pertaining to e-bikes.

Q8 Do you support increasing E-Bike access on nonmotorized dirt trails on Town open space?

Answered: 799 Skipped: 3

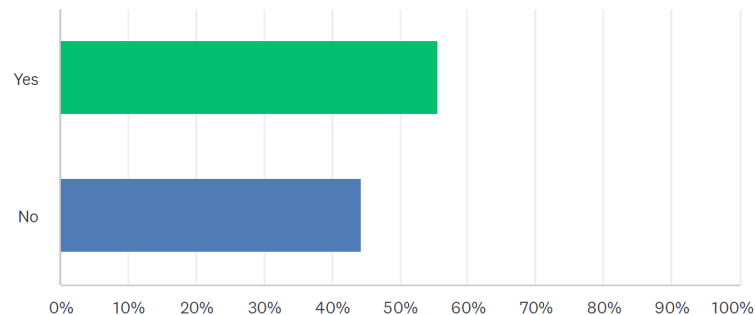


ANSWER CHOICES	RESPONSES	
Yes	42.55%	340
No	57.45%	459
TOTAL		799

Figure 1: Question 8 from the first community engagement opportunity during the development of the Open Space Management Plans. The document was finalized on October 11, 2023.

Q8 In 10 years, do you see yourself supporting more E-bike access in Eagle?

Answered: 279 Skipped: 5



ANSWER CHOICES	RESPONSES	
Yes	55.56%	155
No	44.44%	124
TOTAL		279

Figure 2: Question 8 from the second community engagement opportunity during the development of the Open Space Management Plans. The document was finalized on November 1, 2023.

To note, the sample size was much larger during the first engagement opportunity. The first question asked survey respondents to consider if they would support increasing e-bike opportunities in the near future, while the second question asked if respondents see themselves supporting e-bikes in ten years. The data could be interpreted to suggest that Eagle residents do not yet feel ready for increased e-bike opportunities but may see themselves changing that view in the future. The large change in sample size and limited knowledge of the respondents make it difficult to draw too many conclusions.

In addition to collecting public feedback, the Policy Paper provides a literature review of relevant research and case studies to help decision-makers and the community understand the effects (positive and negative) of potentially increasing opportunities for e-bike access on Eagle trails. Themes evaluated in the Policy Paper include impacts on the trail surface, wildlife, congestion, and the demographic use of e-bikes. The paper includes the following findings:

- **“Physical Trail Effects of e-bikes** – While research is limited, one study (IMBA 2016) found that difference in impacts on soil displacement and tread disturbance between e-MTBs and traditional mountain bikes was insignificant overall, though e-MTBs did cause greater soil displacement in grade changes and turns (likely due to higher approaching speed and mass).
- **Wildlife and Habitat Effects of e-bikes** – The direct impacts of e-MTBs on wildlife (startling, flushing, or trampling) are similar to traditional mountain bikes and other nonmotorized trail users. However, the greater potential of e-MTB riders to venture further into natural areas more frequently can cumulatively increase wildlife impacts in sensitive backcountry areas over time (Mitterwallner et al. 2021; Chiarenza et al. 2022; Taylor and Knight 2003).
- **Congestion and Crowding with e-bikes**– As e-MTBs enable more people to participate in the sport, there may be an impact from congestion and crowding on popular trails (San Francisco Estuary Institute 2021); however, increases in outdoor recreation and crowding will continue to occur regardless of e-MTB use and managing for total visitation may be more practical and equitable than focusing on a select group of visitors (Boulder County Parks and Open Space 2019).
- **Demographics** – Many e-bike riders are seasoned cyclists who switch to e-bikes as they age to maintain or extend their enjoyment of riding on public lands (Perry and Casey 2020), though the reduced energy and endurance required for e-bikes may enable more people to enjoy the activity, increase the number of people in trail systems, and increase the numbers who reach remote areas (Mitterwallner et al. 2021).”

The ultimate recommendation from the Policy Paper was to:

“Work with Eagle County, BLM, U.S. Forest Service, and other partners to develop a long-term strategy for managing e-MTB access in a manner that is consistent with resource needs and compatible across jurisdictions. This coordination may be a pathway toward allowing e-MTB access to many trails over the long term, but it could also result in continued restrictions or prohibitions.”

At this point, HTC has requested that the Town consider evaluating increased opportunities for e-bikes. The federal land managers seem ready to take that request and go through the NEPA process to evaluate the proposal. Staff seek preliminary direction from the Council on this proposal. Specifically, if there is interest in further evaluating e-bike use in town open space, the level of community engagement desired, and whether staff should budget funding to assist with this engagement process.

COMMUNITY INPUT: During the development of the Open Space Management Plans, 799 people participated in the first community engagement survey and 279 during the second engagement opportunity. Over 130 attended an open house, and over 15 stakeholders participated in focus group discussions. The natural resources consulting firm used all of the input to make recommendations to the Town included in the E-bike Policy Paper.

The Open Space and Recreation Advisory Committee discussed HTC's proposal at its December 2024 meeting. The Committee had many questions about the BLM process, concerns about staff capacity to lead an engagement process in 2025, and the costs of evaluating e-bikes.

Some of the specific questions from the Committee included:

- Why is the BLM taking on this task now, and with such a rush?
- What is the timeline? Could it be delayed to permit better planning?
- How will the evaluation work if the Town is not ready to go through the process?
- Can certain areas continue to be closed to e-bikes?
- Can e-bikes be permitted on Eagle Valley Land Trust conserved properties?
- What will Eagle County's approach be to this?

At the meeting, one resident expressed extreme opposition to this proposal, while another supported evaluating e-bikes.

The Committee wanted to learn additional information before making a recommendation on how the Town should react to this. Staff have invited a representative from the BLM to attend the February OSRAC meeting to explain more about the agency's process.

BUDGET/ STAFF IMPACT: The full impact on staff time and the open space budget for this proposal is not yet understood. More coordination with HTC, the Council, and the BLM will be required.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The 2022 Open Space and Trails Master Plan includes the following goal:

- P1 – E-Bikes: *Continue to evaluate e-bike policies on non-motorized trails in the system. The ultimate policy should be consistent system-wide to minimize confusion.*

RECOMMENDED ACTION OR PROPOSED MOTION: Staff seek preliminary direction from the Council on this proposal. Specifically, if there is interest in further evaluating e-bike use, the level of community engagement desired, and if the staff should budget funding to assist with this engagement and evaluation process.

ATTACHMENTS:

1. E-bike Policy Paper
2. The Town's 2023 Open Space Management Plans can be viewed on the website at the following link. The full engagement summaries are included at the end of each Management Plan:
<https://www.townofeagle.org/1014/Open-Space-Management-Plans>.

10/31/23

Town of Eagle Open Space and Trails

Management Plans

Issue Discussion: E-MTB Access

In April 2023, ERO Resources was contracted with the Town of Eagle to develop a set of property management plans for town-owned open space. Based on the recommendations of the 2022 Open Space and Trails Master Plan, the community identified the need for a property-specific inventory of natural resource conditions that could be used to guide management decisions. ERO has developed four management plans for open space properties that provide background and recommendations for a number of issues including vegetation management, wildlife habitat protection, trail maintenance, and restoration/revegetation.

Early in the management process, several complex policy issues arose related to public access and use of open space, including the issue of electronic-assist mountain bike (e-MTB) access on Town open space trails. This memo intends to outline this issue, management options, and management recommendations at a higher level of detail than would be found in a typical property management plan.

Background

The use and demand for access by e-MTBs on natural surface trails is rapidly expanding. This emerging use type has been contentious, based on concerns about physical and environmental impacts, trail system use and conflict, values around physical effort and reward, and overall perceptions of outdoor ethics.

Rules and regulations on public land regarding e-MTB access on public lands vary by land management agency. While some local open space departments and the State of Colorado allow Class 1 (pedal assist) e-MTBs on natural surface trails, many others do not. Currently, the Town of Eagle prohibits e-MTB access on all natural surface non-motorized trails. Likewise, the BLM and US Forest Service prohibit e-MTB access, though policies and procedures are in place to allow access on a localized, case-by-case basis.

Issues

Those who oppose opening trail access to e-MTBs bring a variety of perspectives, which can be generally summarized in the following categories:

- **Trail impacts** – Concern that the higher weight and speed of e-MTBs degrades the trail tread.
- **Environmental impacts** – Concern about additional impacts to vegetation and wildlife resulting from e-MTB use.

- **Congestion and Conflict** – Concern about additional trail congestion resulting from a new type of trail users, more trail users, or individuals traveling further; along with additional conflict resulting from greater speeds and weight of e-MTBs.
- **Outdoor ethics and values** – Concerns and perceptions about outdoor ethics, use of motorized equipment in natural areas, and values around physical effort and reward.

Those who support opening trail access to e-MTBs bring different perspectives, including:

- **Industry Trends** – The bike industry, in general, is trending towards more electronic assist technologies, so it makes sense to embrace some level of access for e-MTBs.
- **Equitable Access** – E-MTBs allow people with different physical abilities to access the open space system and restrictions are unfair to aging or challenged populations.
- **Inevitability** – As technologies evolve, it is becoming increasingly difficult to distinguish between e-MTBs and traditional mountain bikes, and e-MTBs will become increasingly common, so it makes sense to allow them.
- **Management Consistency** – It is difficult and confusing for land managers and trail users to distinguish changing access regulations across jurisdictional boundaries, so it make sense to allow e-MTB access on a uniform basis.

Another issue that is typically less evident to community members is the compatibility of e-MTB access with conservation easements on some open space properties. While each easement deed is unique, they often include language that generally prohibits motorized uses that did not anticipate electronic assist mountain bikes when the easement was originally drafted.

Note that numerous community members have also expressed issues and concerns regarding the safety and management of e-bikes on Town bike paths, sidewalks, and streets. Management of those concerns, while valid, are outside the scope of this analysis.

Community Survey Results

The online community survey posed a direct question about this issue, and allowed for open-ended responses. Based on the survey, a majority (57%) of respondents did not support increasing e-bike access on non-motorized dirt trails on Town open space, while 43% supported e-bike access.

Open-ended responses provided a wider range of opinions, including the following:

- “I love the existing trail system for mountain biking, and class 1 e-bikes should be considered in the same vein as non-motorized mountain bikes.”
- “We should allow e-mountain bike access to the trails, the pedal assist kind. There are many of these on the trails already and do not go that much faster. They allow for people to get out who would not normally. With the trails already popular and well used, they would not cause too much additional strain on the trails.”
- “It is my opinion that e bikes should remain on pavement.”
- “In regards to e-bike access to open space trails, I think that e bikes should only be allowed on trails that directly access BLM land.”

- “Class 1 e-bikes should be allowed on nonmotorized dirt trails.”
- “Protect wildlife and keep out the e-bikes.”
- “E-Bike access is the same as motorcycle access.”
- “Pedal assist (non-throttle) bikes should be allowed on trails. It gives greater access to a broader array of people without making it a fully motorized trail.”
- “E-bikes are here to stay. So make sure you have a clear and innovative policy. Restrict certain trails from and open others for shared use.”
- “I support pedal assist e-bikes. I do not support any other type.”
- “E-bikes will increase wear and tear of trails, from more users or more “laps” being ridden. More maintenance of trails may be required.”
- “BIG NO to EBikes on trails. Please don’t do it!”
- “I support assisted pedal e-bikes. Not throttle. Assisted pedal bikes allow access to those that may have injuries, or age limitations that would not allow them to enjoy the trails and rides with friends and family like a self assisted pedal bike would.”
- “I feel Class 1 e-bikes should be allowed without restriction on all trails. Rider education/etiquette signs may help for those that would otherwise comply but don’t know how to act.”
- “E bikes have motors. Keep them on the motorized trail system and off of the non motorized trail system.”
- “Pedal assist bikes only to be added to trail system. No bikes with throttled. Those are motorized vehicles.”
- “With all the sales of E bikes and people riding them it’s only a matter of time until our trails should be E bike friendly.”
- “E-Bikes are the future. Learn how do best adopt them into the system.”

Research

ERO conducted a review of the current literature pertaining to the potential impacts of e-MTBs compared to traditional mountain bikes and other outdoor recreation activities. While this is an emerging area of research and the studies pertaining to this topic are limited, some of the common trends and findings may be useful in determining management strategies for e-MTBs.

This review focused on three main topics: physical effects on soil erosion and trail integrity, disturbance and habitat effects on wildlife, congestion and crowding, and existing demographics of e-MTB riders that may influence the extent and magnitude of impacts. This review did not explore topics pertaining to safety, greenhouse gas emissions, perceptions, conflict and etiquette, and other salient topics. Key findings of this review include:

- **Physical Effects** – While research is limited, one study (IMBA 2016) found that difference in impacts on soil displacement and tread disturbance between e-MTBs and traditional mountain bikes was insignificant overall, though e-MTBs did cause greater soil displacement in grade changes and turns (likely due to higher approaching speed and mass).

- **Wildlife and Habitat Effects** – The direct impacts of e-MTBs on wildlife (startling, flushing, or trampling) are similar to traditional mountain bikes and other nonmotorized trail users. However, the greater potential of e-MTB riders to venture further into natural areas more frequently can cumulatively increase wildlife impacts in sensitive backcountry areas over time (Mitterwallner et al. 2021; Chiarenza et al. 2022; Taylor and Knight 2003).
- **Congestion and Crowding** – As e-MTBs enable more people to participate in the sport, there may be an impact from congestion and crowding on popular trails (San Francisco Estuary Institute 2021); however, increases in outdoor recreation and crowding will continue to occur regardless of e-MTB use and managing for total visitation may be more practical and equitable than focusing on a select group of visitors (Boulder County Parks and Open Space 2019).
- **Demographics** – Many e-bike riders are seasoned cyclists who switch to e-bikes as they age to maintain or extend their enjoyment of riding on public lands (Perry and Casey 2020), though the reduced energy and endurance required for e-bikes may enable more people to enjoy the activity, increase the number of people in trail systems, and increase the numbers who reach remote areas (Mitterwallner et al. 2021).

In summary, the existing literature on this topic suggests that the direct impact of e-MTBs on wildlife and the trail itself are similar to traditional mountain bikes. However, the ability of individual e-MTB riders to travel farther with less effort could result in greater cumulative impacts on wildlife and habitat in areas further from trailheads that currently have low levels of human disturbance.

Management Options

The following options have been proposed and could be considered to manage this issue:

- **Maintain status quo** – No change from existing management – restrict e-MTB access on natural surface trails.
- **Partial Access** – Allow limited Class 1 e-MTB access on a few natural surface trails that are deemed appropriate and/or do not connect to adjacent BLM trails.
- **Expanded Access** – Allow Class 1 e-MTB access on all Town of Eagle trails, with no coordination with adjacent BLM or Eagle County trails.
- **Coordinated Regional Access** – Work with Eagle County, BLM, and other entities to develop a regional, coordinated strategy for e-MTB access on interconnected natural surface trails.

Recommendation

Based on the emerging science and trends around e-MTB access, the context of Town of Eagle trails and their interface with BLM systems, and the mixed community sentiment around e-MTB access, ERO recommends the following strategies.

Coordinated Regional Access

Work with Eagle County, BLM, USFS, and other partners to develop a long-term strategy for managing e-MTB access in a manner that is consistent with resource needs and compatible across jurisdictions. This coordination may be a pathway towards allowing e-MTB access to many trails over the long term, but could also result in continued restrictions or prohibitions.

Development of this strategy would include the following steps:

- Convene collaborative discussions between land managers and key community stakeholders.
- Continue and expand visitor use data collection throughout the system to help assess the potential incremental impacts of e-MTB access.
- Evaluate compatibility of e-MTB access with existing conservation easements, and identify the potential feasibility of easement amendments or other measures to change or clarify the language in a manner that continues to protect the overall conservation values.
- Work with regional partners to develop a coordinated regional e-MTB access strategy, including open and closed areas, timing, and management.
- If e-MTB access is recommended, conduct BLM and USFS NEPA evaluations and approvals of a proposed rule change that would allow e-MTB access.
- Develop and incorporate consistent management, signage, and communications.
- Coordinate ongoing monitoring and enforcement.

Regardless of the outcome, this strategy would take several years to implement, which provides an opportunity for further discussion within the community and monitoring of evolving uses and trends.

This strategy may, over the long term, allow some degree of e-MTB access to trails in and around Eagle (or it may result in long-term prohibitions). Either way, a regional e-MTB access strategy should only occur in a manner that is strategic, transparent, and is coordinated across different land management entities. In contrast, simply opening Town of Eagle trails to e-MTBs without a coordinated regional effort would result in further confusion, violations, conflict and resentment among trail users, and is not recommended.

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To: Mayor Turnipseed and Town Council

From: Ryan Johnson, Town Engineer

Date: December 11, 2024

Agenda Item: Resolution 05, Series 2025 "A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO ALLOCATING FUNDS TO OVERSIZE THE RESTROOM FACILITY PER THE RESERVE AT HOCKETT GULCH DEVELOPMENT AGREEMENT FROM THE REQUIRED VAULT RESTROOM TO A PLUMBED RESTROOM."

REQUEST:

Staff requests the Council to determine the level of financial participation in constructing a restroom located at The Reserve at Hockett Gulch. The Developer is required to install a vault toilet restroom located at the trailhead parking lot. The Council can fund an upgrade to this facility to be a plumbed restroom facility. The cost of upgrading to a fully plumbed restroom is \$167,167, based on the estimates provided by the Developer.

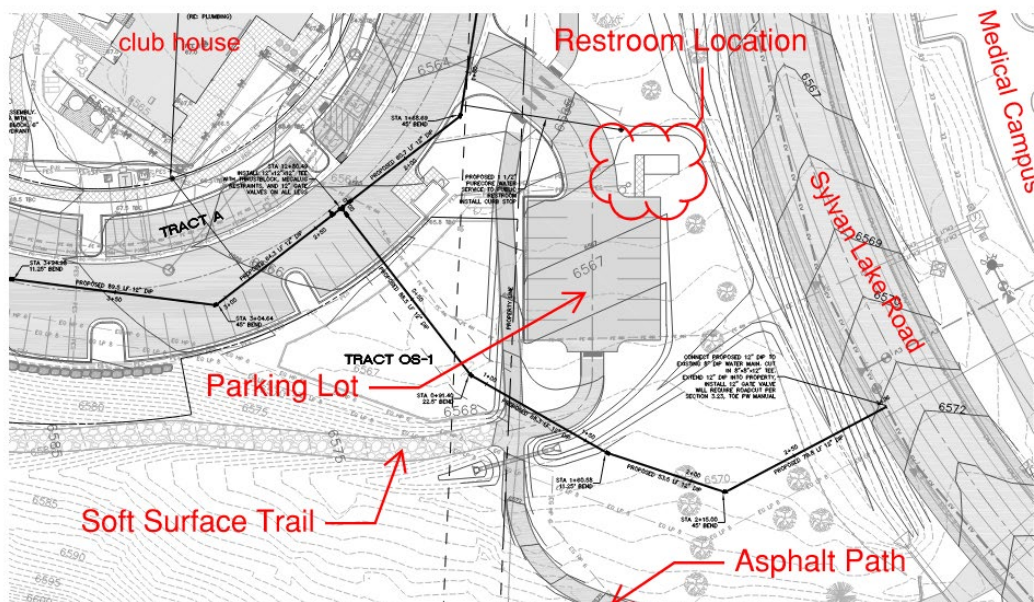
BACKGROUND:

General:

The Reserve at Hockett Gulch Development Agreement, dated September 24, 2022, indicates that the Developer requires the construction of a vault toilet. The Town of Eagle can contribute to the project by upgrading this facility to a plumbed restroom. The Developer was tasked with providing cost estimates to the Town. The Town Council is responsible for determining whether the Town will financially participate in upgrading the facility or direct the Developer to continue with the vault restroom option.

Project Location:

The trailhead restroom is on Town-owned property located at the southeast corner of the Reserve at Hockett Gulch Site and adjacent to Sylvan Lake Road.





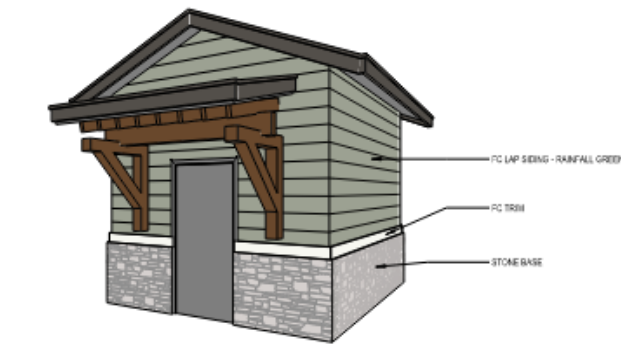
Proposed Restroom Facilities:

Plans are attached to this document, and below is a summary of the proposed options for the restroom facilities.

Vault Restroom – A single-stall vault toilet with solar light and solar fan.



Plumbed Restroom - Single-stall restroom with porcelain toilet and sink. Electrical service will provide power for lighting, a small water heater, a heater, and a fan. The amenities of this facility would be similar to other town park facilities with a plumbed restroom.



Cost Estimates and Town Contribution:

The proposed cost estimates were provided by the Developer and were developed by Shaw Construction. The town contribution is calculated as the difference between the plumbed and vault restroom costs.

Vault Restroom	\$75,659.98
Plumbed Restroom with Electrical and Fees	\$242,825.95
Difference	<u>\$167,165.97</u>

Level of Service:

Plumbed Restrooms

- Existing Example: Town Park
- Cleaning frequency: 7 times per week (cleaning as needed on weekends)
- Seasonal Operation: all seasons

Vaulted Restrooms:

- Existing Example: Arroyo Trailhead
- Cleaning frequency: 7 times per week (cleaning as needed on weekends)
- Seasonal Operation: 3 season
- Additional operational cost items: vault pumping occurs twice per year. Pumping is completed by a contractor at a cost range of \$3,000 to \$5,000 so on an annual basis that is \$6,000-\$10,000.

ANALYSIS:

None

COMMUNITY INPUT:

None

BUDGET/STAFF IMPACT:

2025 Budget Impacts

The cost of participating in this project is not currently budgeted and will require a supplemental allocation of funds. Reprioritization of projects within either the Capital Improvement Fund (CIF) or the Sales Tax Capital Improvements Fund (STCIF) are typical budgets where reprioritization could occur. Should the Town Council choose to move forward with participation in the restroom oversizing then additional discussion about project reprioritization will be necessary.

Ongoing Operational Budget Impacts

Both options inherently have additional operations and maintenance cost. The level of service for either type of restroom is roughly the same as described by Buildings and Grounds. With the cleaning level of service being equal for both, the primary difference is the additional cost of pumping the vault toilet at \$6000 - \$10,000. An additional difference of options is the monthly cost of electrical service, which is currently undefined for a facility of that size.

Staff Impact

Adding an additional restroom facility that the town maintains will add additional effort to regularly maintain it at the current level of service standard. At this time it is not anticipated that additional staffing would be necessary, but additional cleaning time would pull some staffing time away from other services.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The installation of a either style of restroom is consistent with the Match Infrastructure to Quality-of-Life major objective in the Strategic Plan.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve: Resolution 05, Series 2025 "ALLOCATING FUNDS TO OVERSIZE THE RESTROOM FACILITY PER THE DEVELOPMENT AGREEMENT FROM THE REQUIRED VAULT RESTROOM TO A PLUMBED RESTROOM."

Or

Motion to Direct: Town Council authorizes town staff to direct the Developer to commence the installation of the Vault Restroom as stated in the development agreement.

ATTACHMENTS:

- Cost Estimates
- Vault Toilet Cut Sheet
- Plumbed restroom plans
- Resolution 05, Series 2025

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 05
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
AUTHORIZING THE ALLOCATION OF FUNDS TO UPGRADE CONSTRUCTION OF THE
RESTROOM FACILITY AT THE RESERVE AT HOCKETT GULCH

WHEREAS, on September 24, 2022, the Town entered into a Development Agreement with EPOCH GHC Hockett Gulch Holdings ("Developer"), which indicates that the Town Council shall determine whether to financially participate in upgrading the restroom facility to be constructed at the Reserve at Hockett Gulch or direct the Developer to construct a vaulted restroom per the Development Agreement.

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

Section 1. The Town Council hereby authorizes the allocation of funds in an amount not to exceed \$167,165.97 for the construction cost of upgrading the restroom facility located at The Reserve at Hockett Gulch.

INTRODUCED, READ, PASSED AND ADOPTED ON January 14, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From:

Date: January 14, 2025

Agenda Item: Discussion and direction on fees for the Eagle Pool Replacement Project.

REQUEST:

BACKGROUND:

ANALYSIS:

COMMUNITY INPUT:

BUDGET / STAFF IMPACT:

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

RECOMMENDED ACTION OR PROPOSED MOTION:

ATTACHMENTS:

1. Staff Memo - Pool Fee Update Jan 2025



To: Mayor Turnipseed and Town Council

From: Melissa Daruna, Assistant Town Manager; Eddie Wilson, Building Official;
Kira Koppel, Sustainability Specialist

Date: January 14, 2025

Agenda Item: Eagle Pool Project Fees: EEOP, Plan & Permit Review

REQUEST:

Staff requests the Town Council review the information below and provide feedback on the fees for the project as well as the course of action recommended for future electrification or renewable energy implementation at the Eagle Pool and Ice Rink (EPIR) facility.

BACKGROUND:

The Town of Eagle and Mountain Recreation began planning the rebuild of the Eagle Pool in 2023 with two primary objectives: keep the project within the designated budget and open the new pool by the summer of 2025. Final design plans were submitted for building permits on April 1, 2024 and demolition and construction began that following May. The construction of the new pools and additional family changing area are progressing well. The target opening date of Memorial Day weekend 2025 remains on schedule and the project remains on budget.

Exploring Electric Heating Options

During the design phase, staff requested the design team investigate the possibility of using all electric heat sources for the pools. The pool design consultant, Councilman-Hunsaker, evaluated the currently available electric boilers and the cost of operating an all-electric system at this facility as opposed to gas boilers. A few concerns were raised:

- Electric boilers are feasible but would require supplemental heating from gas boilers.
- In addition to the electric boilers being more expensive, the boilers had a very long lead time that would likely inhibit the project from being completed within the established timeframe.
- The electric boilers would require significant upgrades to the facility's electrical service, which were not costs factored into the original pool budget.
- The upgraded electrical service would likely also require a transformer upgrade from the utility provider (Holy Cross Energy).
- The cost to operate the electric boilers would be 9.5x greater than operating the gas boilers.

The recommendation from the design team and pool contractors was to utilize gas boilers in order to meet the budget and timeline of the project and work toward a long-term solution for energy offsets or electrification of both the pool equipment and the EPIR facility as a whole.

Adoption and Implementation of the EEOP

Also, during this time, the building department was updating building codes and presented a series of updates via Ordinance 08, Series 2023, including the adoption of the Exterior Energy Offset Program (EEOP). The EEOP went into effect in November 2023 and is designed to encourage sustainable exterior heating solutions and offset the greenhouse gas impact of exterior energy use in residential and commercial buildings. The adoption of the EEOP aligns with the Town's 2028 and 2030 NetZero goals and has also been adopted in substantially similar form by surrounding communities including the Town of Avon and Eagle County.

The EEOP establishes requirements for exterior energy use including residential, commercial and government facilities and including outdoor pools. A fee-in-lieu applies when the project does not meet the energy offset or electrification requirements. The fees are placed in the newly established EEOP fund which shall be used to promote energy efficient projects in the Town including education, planning and implementation of renewable energy projects and community grants. Staff have calculated the fees for the new outdoor, seasonal pool at \$215,785.

Plan Review and Building Permit Fees

The Town does not have a set policy regarding application of plan review or permitting fees for publicly funded projects or internal projects. As such, when the Town moves its own projects through the appropriate permitting process, the permitting and planning fees that would be associated with a private project are still assessed. These fees can include building permit fees, electrical permit fees, plan check fees, plumbing fees, and sewer and water plant improvement fees (PIFs). Some of these fees, such as electric and plumbing, are paid to third parties for their review and approval. PIFs are paid into the Town's water and wastewater enterprise funds, which are required to maintain the enterprise status and ensure equitable investment for projects across the Town's service area. The building permit and plan-check fees are paid to the Town to support the professional staff's time and expertise to review and approve building plans. The total for all of these fees for the Eagle Pool project is \$237,622.24.

In discussing these fees with Mountain Recreation and our owner's representatives on the project, it was noted that many local governments will reduce or waive certain fees in order to make publicly funded projects more affordable and focus more project funds on the construction costs. For the Eagle Pool project, this can include building permit fees and plan check fees which total \$78,656.33.

ANALYSIS:

EEOP Impacts and Electric Heating Costs

Upon final calculation of the fee-in-lieu, staff requested additional information from the design contractors on options for future energy offsets as well as the feasibility of the electric boiler systems. Below is a breakdown of cost estimates provided by the construction team. The items in green are the boilers approved for the pool project and include shipping, labor and other soft costs; items in blue are

estimated costs for materials only and do not include shipping or labor, the item in orange includes materials and labor and would be required for an all-electric heating system.

80% Efficiency Heaters - Approved Heaters	COST
LOC-15-508 CPN 1802	\$ 24,768.16
LOC-15-506 CPN 1262(QTY 2)	\$ 42,416.96
LOC-151-9506 Cupro Nickel HEX Upgrades	\$ 1,760.42
LOC-COM CPN 1262 Heater Stack Frame	\$ 2,036.26
	\$ 70,981.81
High Efficiency Heaters	COST
Rec Pool Custom Lochinvar AQUAS with a 2,250,000 BTUH input	\$ 107,894.95
Lap Pool Standard Lochinvar AQUAS APO1750N with a 1,750,000 BTUH input	\$ 84,854.21
	\$ 192,749.16
Electric Heaters	COST
Lap-Pool (QTY 1) - One (1) Coates PHS-20 300kW	\$ 51,308.60
Rec Pool (QTY 2) - Coates PHS-20 240kW	\$ 102,617.20
	\$ 153,925.80
Heat Exchanger	COST
Lap-Pool (QTY 1) - T6P-FG-14 - Alfa Laval	\$ 26,270.00
	\$ -
	\$ 26,270.00
Electrical System Upgrades for Pool Heaters	COST
Electrical Gear - Material & Labor ROM	\$ 138,000.00
	\$ 138,000.00

In addition to these costs, an upgraded electric system for the building would likely require an upgraded transformer from Holy Cross Energy, estimated at \$37,000. Finally, even with electric boilers the design team notes that a gas boiler would still be required for supplemental heating.

Broken out another way and factoring in the fee-in-lieu for the gas boilers but noting the unknown costs of shipping and labor for the other options, the cost comparison is as follows:

80% Efficiency Heaters - Approved Heaters	COST	FEES	TOTAL
LOC-15-508 CPN 1802	\$ 24,768.16		\$ 24,768.16
LOC-15-506 CPN 1262(QTY 2)	\$ 42,416.96		\$ 42,416.96
LOC-151-9506 Cupro Nickel HEX Upgrades	\$ 1,760.42		\$ 1,760.42
LOC-COM CPN 1262 Heater Stack Frame	\$ 2,036.26		\$ 2,036.26
EEOP Fee-in-lieu		\$215,785	\$ 215,785.00
		Subtotal	\$ 286,766.80
High Efficiency Heaters	COST	FEES	TOTAL
Rec Pool Custom Lochinvar AQUAS with a 2,250,000 BTUH input	\$ 107,894.95		\$ 107,894.95
Lap Pool Standard Lochinvar AQUAS APO1750N with a 1,750,000 BTUH input	\$ 84,854.21		\$ 84,854.21
EEOP Fee-in-lieu		\$ 215,785.00	\$ 215,785.00
		Subtotal	\$ 408,534.16
Electric Heaters	COST	SHIPPING & LABOR	TOTAL**
Lap-Pool (QTY 1) - One (1) Coates PHS-20 300kW	\$ 51,308.60	TBD	\$ 51,308.60
Rec Pool (QTY 2) - Coates PHS-20 240kW	\$ 102,617.20	TBD	\$ 102,617.20
Electrical System Upgrade Gear - Material & Labor ROM	\$ 138,000.00	TBD	\$ 138,000.00
Transformer Upgrade Estimate	\$ 37,000.00	TBD	\$37,000.00
		Subtotal	\$ 328,925.80

Staff also had discussions with the design and construction teams about other options including solar hot water and solar PV systems. Solar heating has been used at other pools in Basalt, Thorton, Boulder and Jackson, WY but the systems are not currently used as intended because of challenges with the amount of heat produced. Most of these pools are also indoors and operated year-round. Staff are continuing to look for more direct comparisons of an outdoor, seasonal pool in a similar climate. Carbondale is currently working on an outdoor pool project that will implement an all-electric heating system for the pool and aquatics building. This could prove to be a great case study for the feasibility of future upgrades at the EPIR. With the guardrails of timing and budget and lack of confidence in solar heat or all electric systems for the scale of pools being built in Eagle, staff recommend continuing with the installation of the gas boilers now and working toward a plan to offset energy use or electrify the pool heating system and the entire EPIR facility over the next few years.

Additionally, the Town is engaged with YearOut Energy and Mountain Recreation to conduct preliminary evaluations of Mountain Recreation’s facilities, including the EPIR. YearOut is also currently working with the Town on a two-phase building electrification project. The planning phase of this project, coupled with the partnership with Mountain Recreation, can help determine the future electrification of the EPIR, including the feasibility of rooftop solar that could service the entire facility. This is an area of expertise that our pool consultants would need to outsource anyway. As such, staff recommend continuing with the evaluation of options for renewable energy at the EPIR and establishing a comprehensive plan.

Impact of Town Fees

As the project progresses, final decisions on amenities and features need to be made and the budget is being closely tracked. Staff and the consultants have worked diligently to ensure the allocated funds are focused on providing a lasting pool with amenities that meet the community’s needs. Elements such as the spray features for the leisure pool, and zipline, climbing wall and Wibit for the lap pool were high priorities for the community but remain unfunded at a total cost of approximately \$185,000. As the project progresses, staff are evaluating the use of contingency funds. The project fees will have an impact on the available contingency funds, however.

The following is a breakdown of the Town fees that are paid back to the Town for the project.

Sewer Tap Fees (PIF):	\$64,164.00
Water Tap Fees (PIF):	\$90,342.91
Building Permit Fees:	\$47,680.35
Plan Check fees:	\$30,975.98
EEOP Fees:	\$215,785.00
TOTAL:	\$448,9483.24

Noted above is that the sewer and water tap fees are part of the Town’s enterprise funds. These fees cannot be waived without the Town agreeing to reimbursement of the enterprise funds out of the general fund or another allowable revenue source.

The building permit, plan check and EEOP fees can be waived or reduced at Town Council’s discretion. Together, these fees total \$294,441.33.

Recommendations and Considerations

Mountain Recreation and Town staff request Town Council's feedback on a reduction or waiver of the building permit, plan check and EEOP fees, allowing those funds to be used to acquire the final amenities for the pool.

Another consideration staff recommends, should Council wish to continue applying the fees, is to allocate the EEOP fees toward future electrification of the entire facility over the next 3-5 years. This will allow time to comprehensively plan for the facility to meet the Town's NetZero goals. This timeline also creates space to fully investigate current technologies for an outdoor, seasonal pool in a mountain environment, adequately plan for NetZero for the full facility and apply for additional grant funds to supplement the EEOP fees to maximize the public's investment.

COMMUNITY INPUT:

None at this time.

BUDGET/STAFF IMPACT:

The Eagle Pool project fees are split 50/50 between Mountain Recreation and the Town. A reduction or waiver of the fees will not change the overall project budget but will allow for the funds to be reallocated for amenities and ensuring the scope of the project meets the community needs.

If Council wishes to keep the fees in place, staff will work with Mountain Recreation to split the EEOP fee funds of \$215,784 and budget the funds over the next 3 years. Additional funding sources and grants will be applied for with the goal of implementing renewable energy sources at the facility over the next 5 years. The building permit and plan check fees have already been paid.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This project aligns with the Strategic Goal to *Invest in Environmental and Energy Sustainability* as well as the Town's NetZero for Town operations by 2028 and NetZero for the community by 2030 goals.

RECOMMENDED ACTION OR PROPOSED MOTION:

Staff requests the Council's feedback on:

1. Reducing or waiving the building permit fees of \$47,680.35.
2. Reducing or waiving the plan check fees of \$30,975.90.
3. Reducing or waiving the EEOP fees of \$215,785 or, alternatively, allocating the EEOP fees to the EEOP fund over the next 3-5 years and establishing an energy offset or electrification plan for the entire facility.

ATTACHMENTS:

None



To: Mayor and Town Council

From:

Date: January 14, 2025

Agenda Item: EEOP Outdoor Appliances Fee Update

REQUEST:

BACKGROUND:

ANALYSIS:

COMMUNITY INPUT:

BUDGET / STAFF IMPACT:

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

RECOMMENDED ACTION OR PROPOSED MOTION:

ATTACHMENTS:

1. EEOP Info - Staff Memo 2025 Fee Schedule
2. (Draft) EEOP - Outdoor Appliances Fees



To: Mayor Turnipseed and Town Council

From: Melissa Daruna, Assistant Town Manager; Jill Kane, Finance Director; Eddie Wilson, Building Official; Kira Koppel, Sustainability Specialist

Date: January 14, 2025

Agenda Item: 2025 Fee Schedule: EEOP Outdoor Appliances Fee Update

REQUEST: Staff requests the Town Council consider a motion to approve or deny an adjustment of the EEOP Outdoor Appliances Fees as outlined below.

BACKGROUND: In November of 2024, the Town Council requested information about the fees for outdoor appliances in the Exterior Energy Offset Program (EEOP), specifically the fees applied to gas powered outdoor fire pits and fireplaces. The current fee structure requires a 100% offset with all other applications in the code requiring 50% offset. A fee-in-lieu is provided as an alternative to the offset. The intention is to mitigate associated carbon emissions based on fireplace size and energy use.

For reference, the table below includes nearby communities and the level of exterior energy offset they have adopted via code. The term REMP stands for Renewable Energy Mitigation Program, and is included in the table below in reference to the calculator that produces the required solar PV offset or the fee-in-lieu required for outdoor energy uses. This is the same calculator recommended for adoption by the Eagle County Code Cohort and adopted by council in fall 2023. It undergoes periodic updates to ensure accuracy and is adjustable on the backend to best reflect the realities of each municipality (i.e., hours of use per year for exterior energy uses). The information below is up to date as of November 12, 2024, and was originally prepared by the Town of Avon Chief Building Official, Derek Place.

Eagle County:

<u>Town</u>	<u>EEOP Adopted</u>	<u>Offset Required</u>
Avon	Adopted updated REMP	100%
Eagle	Adopted updated REMP	50% (100% for firepits)
Eagle County	Adopted updated REMP 10.7.24	100% (firepits excluded)
Minturn	Yes, original calculator	50%
Vail	Not adopted	N/A

Outside of Eagle County:

<u>Town</u>	<u>EEOP Adopted</u>	<u>Offset Required</u>
Aspen	Updated REMP calculator	100%
Basalt	Updated REMP calculator	100%
Breckenridge	Updated REMP calculator	100%
Carbondale	Updated REMP calculator	100%
Gunnison County	Updated REMP calculator (does not allow snowmelt)	100%
Pitkin County	Updated REMP calculator	100%
Summit County	Updated REMP calculator	100%
San Miguel County	Updated REMP calculator	100%

EEOP = Exterior Energy Offset Program

REMP = Renewable Energy Mitigation Program

The Eagle County Code Cohort came to a consensus that the use of all exterior energy appliances must be offset 100%, but ultimately it is up to local municipalities to determine this percentage.

ANALYSIS: Staff have evaluated the offset fees-in-lieu in more detail and present the following opportunities for revisions to better align the costs incurred by applicants without requiring a change to the code language.

2025 Draft EEOP Fees – Outdoor Appliances ([link](#))

- Option 1 maintains the calculator and provides multiplier options that reduce the original fees as applied to outdoor fireplaces or fire pits.
- Options 2A and 2C apply a flat fee depending on the appliance sizing.
- Option 2B provides a range of fees and the one selected shall apply to all outdoor appliances regardless of BTU sizing.
- A final option, not listed in the schedule, is to keep the fees as they are today.

Additionally, staff is requesting Council's direction to determine if the fee revision shall apply to commercial projects. For example, there may be instances where a new restaurant is constructed or takes over an existing space and desires to add outdoor amenities to enhance the dining experience.

These changes would begin with the 2025 fee schedule. Should Council wish to amend the code language as well, staff can bring that proposal back for consideration at a future meeting.

COMMUNITY INPUT: Evaluation of the fees was initiated after community input in the fall of 2024. Staff have not received any additional community input since that time.

BUDGET / STAFF IMPACT: An adjustment in the fees will reduce any one-time revenue generated by the fee-in-lieu program.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The EEOP program aligns with the Town's NetZero 2028 and 2030 goals as well the Town's Strategic Goal to Invest in Environmental and Energy Sustainability.

RECOMMENDED ACTION OR PROPOSED MOTION: Staff requests Council consider one of the following motions:

- Motion to approve Option 1 EEOP Outdoor Appliance Fee Calculator Revision OR
- Motion to approve Option 2 EEOP Outdoor Appliance Fee Calculator Revision OR
- Motion to keep the EEOP Outdoor Appliance Fee Calculator as it is.

Staff also requests Council's direction on whether the revision shall apply to commercial projects as well.

ATTACHMENTS:

2025 Draft EEOP Fees – Outdoor Appliances ([link](#))

(DRAFT) EEOP FEES FOR OUTDOOR APPLIANCES

OPTION 1 - CALCULATOR REVISION

A 25% multiplier

100,000 BTU - \$24,893 (.25) = \$6,223
200,000 BTU - \$49,785 (.25) = \$12,446
300,000 BTU - \$74,678 (.25) = \$18,670

B 15% multiplier

100,000 BTU - \$24,893 (.15) = \$3,734
200,000 BTU - \$49,785 (.15) = \$7,468
300,000 BTU - \$74,678 (.15) = \$11,202

C 5% multiplier

100,000 BTU - \$24,893 (.05) = \$1,245
200,000 BTU - \$49,785 (.05) = \$2,490
300,000 BTU - \$74,678 (.05) = \$3,734

OPTION 2 - FLAT FEES

A Appliance Sizing

<100,000 BTU = \$1,000
100,000-199,000 BTU = \$5,000
200,000-299,000 BTU = \$15,000
300,000 + BTU = \$20,000

B Unlimited

\$1,000
\$5,000
\$10,000
\$15,000
\$20,000

C BTU/k

\$50/BTU/k (100) = \$5,000
\$50/BTU/k (200) = \$10,000
\$50/BTU/k (300) = \$15,000

\$75/BTU/k (100) = \$7,500
\$75/BTU/k (200) = \$15,000
\$75/BTU/k (300) = \$22,500



To: Mayor and Town Council

From:

Date: January 14, 2025

Agenda Item: Resolution 06, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting a Fee Schedule Pursuant to 2.34 of the Eagle Municipal Code"

REQUEST:

BACKGROUND:

ANALYSIS:

COMMUNITY INPUT:

BUDGET / STAFF IMPACT:

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

RECOMMENDED ACTION OR PROPOSED MOTION:

ATTACHMENTS:

1. Staff Memo_2025Proposed Fee Schedule
2. 2025-06_RESOLUTION-Adopting a Fee Schedule-2025



To: Mayor and Town Council

From: Jill Kane, Finance Director

Date: January 14, 2025

Agenda Item: Resolution 06, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting a Fee Schedule Pursuant to 2.34 of the Eagle Municipal Code"

REQUEST: Staff requests that the Council review the proposed 2025 fee schedule and review resolution 06, series 2025 for approval.

INTRODUCTION: The Town's municipal fees should be reviewed on at least an annual basis. Although the Town's fee schedule may be modified at any point during the year, staff reviews the entire fee schedule during the budget development process and makes amendment recommendations to Council.

ANALYSIS: Staff continues to improve the Town's fee schedule on an annual basis by conducting general cleanups, ensuring all fees charged are included in the fee schedule, and making modifications based on relevant factors. Changes to the fee schedule occur for several reasons, including, but not limited to, prior rate studies, state fee modifications, code changes, Consumer Price Index (CPI) increases, and existing agreements. The proposed fee schedule is attached, highlighting the specific recommended changes in detail. The recommended fee amendments for 2025 are summarized below:

- **Administrative Fees:**

- **Copies: Per page after the first 10 pages** – Updated the title to clarify that charges apply only after the first 10 pages. This change streamlines administrative processes, as charging for just a few pages is not efficient.
- **Copies Large – per copy** – Fee removed as it is no longer necessary; most items are now provided electronically for printing.
- **Copy of Annual Audit** - Fee removed as it is no longer necessary; the audit will now be provided via computer media if necessary.
- **Copy of Eagle Municipal Code (Paper Copy)** - Fee removed as it is no longer necessary; the code is available on the website or can be provided via computer media.
- **Information Transfer to Computer Media** – New fee of \$30 introduced to cover the time and resources required for providing information via computer media instead of printing.
- **Records USB Flash Drive** – Fee updated from \$3 to actual cost. This change ensures fairness, transparency, and alignment with cost recovery principles by reflecting the true cost of the USB drive.
- **Research/Records Search (Per Hour, First Hour Free)** – Fee increased from \$33.58 to \$41.37, aligning with CORA rates to reflect current costs for staff time and resources.
- **Certified Copies** – New fee proposed to recover costs associated with the additional staff time, materials, and administrative effort required to verify and prepare official certified documents.

Postage and Packaging for Mailing – New fee proposed at the actual cost of postage and packaging, ensuring cost recovery for mailing services without placing an undue burden on the general fund.

- **Town Clerk Fees**

- **BUSINESS LICENSE FEES**

- **Communal Outdoor Dining Permit and Takeout Delivery Permit** – Removed both fees from the fee schedule as these are State Liquor License fees and should not be included in the Town's fee schedule.

- **LIQUOR LICENSE FEES**

- Over the years, staff included both Town and State fees for transparency. However, due to the State's frequent fee modifications, staff transitioned to referencing "fees according to state schedule," which led to some confusion. As the Town must follow the State's fee schedules without discretion over the amounts charged, staff has reformatted the liquor license fee section to improve clarity. The updated format and added headers for various liquor license types more clearly separates application fees from license fees, removes unnecessary State fees, and consolidates fees where applicable.

- **Liquor License Fees Removed:**

- Removed fees as these have either been eliminated by the State or are specifically State fees and not fees that the Town collects:

- **Manager Permit**
 - **Corporate/LLC Change (Per Person)**
 - **Mini Bar Permit with Hotel Restaurant License**
 - **3.2 % Beer Off Premises**
 - **3.2% Beer On Premises**
 - **3.2% Beer On/Off Premises**
 - **Background Investigation**
 - **Change of Trade Name/Corporate Name**
 - **Duplicate License**
 - **Each Additional OP License**
 - **Limited Liability Change**
 - **Master File Background**

- Removed Fees due to being reclassified somewhere else within the Fee Schedule for clarity and simplification without changing the rate:

- **Tasting Permit**
 - **Optional Premises to Hotel & Restaurant License Licensed**
 - **Bed & Breakfast Permit**
 - **Campus Liquor Complex**
 - **Change in Financial Interests**
 - **Club**
 - **Tavern**
 - **Distillery Pub**
 - **Hotel & Restaurant (with optional premises)**
 - **License Application Fee**
 - **Licensed Drugstore**
 - **Lodging & Entertainment**

- **Optional Premises**
- **Retail Gaming Tavern**
- **Transfer of Ownership**
- **Entertainment District – New Application**
- **Liquor Retail Establishment Permit**
- **Liquor License Fees Modified:**
 - **Art/Club License** – Fee increased from \$103.75 to \$141.25 to align with the State schedule.
 - **Communal Outdoor Dining Permit (Per Entity for State Fee)** – Fee decreased from \$50 to \$25 based on the State's updated fee schedule.
 - **Manager Registration (Hotel & Restaurant, Tavern, Lodging & Entertainment, Campus Liquor Complex)** – Fee increased from \$25 to \$30 per the State's requirements.
- **Liquor License Fees Added:**
 - **Catering Company New/Renewal** - Added a fee for this new license type, which was recently introduced in our code.
- **MARIJUANA LICENSE FEES**
 - To improve clarity, the marijuana license fee section has been reformatted to distinguish between application fees and license fees. Unneeded fees have been removed, and fees have been combined where applicable.
 - **Marijuana License Fees Removed:** Removed Fees due to being reclassified somewhere else within the Marijuana license Fee Schedule for clarity and simplification without changing the rate:
 - **Retail Marijuana Cultivation Facility**
 - **Retail Marijuana Products Manufacturer**
 - **Medical Marijuana Products Manufacturer**
 - **Medical Marijuana Cultivation Facility**
 - **Dually Licensed Marijuana Products & Infused Products (Medical and Retail)**
 - **Dually Licensed Cultivation (Medical and Retail)**
 - **New Medical and Retail Marijuana Business Application Fee (1-time)**
 - **Retail Marijuana Business Operating Fee (Annual)**
 - **Marijuana Change in Manager/Financial Interest.**
 - **Marijuana License Fee Modifications:**
 - **Modification of Premises** – Proposed Fee increased from \$25 to \$50 to cover the cost of administering the modification of premises.
 - **Change of Location/Manager/Financial Interest** – Proposed Fee increased from \$25 to \$50 to cover the cost of administering the change.

- **Facility Rental Fees**

- **Pavilion and Studio Rental Fees** – Staff is proposing a 5% increase for all Pavilion and Studio rental fees, rounded to the nearest ten dollars (\$10). It has been several years since the last fee increase, and this adjustment is necessary to help cover the increased costs of servicing and administering the Pavilion and Studio. With this increase, the Pavilion will remain one of the most affordable rental option in the Valley. We are mindful of balancing the need to cover administration costs and support improvements, while also keeping fees low for the benefit of the community.

Proposed 2025 Fees

FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE
PAVILION FEES	Pavilion Friday-Sunday: Eagle Resident	\$ 700	\$ 740
PAVILION FEES	Pavilion Friday-Sunday: Non-Resident	\$ 1,000	\$ 1,050
PAVILION FEES	Pavilion Friday-Sunday: Non-Profit	\$ 450	\$ 470
PAVILION FEES	Pavilion Monday-Thursday: Eagle Resident	\$ 350	\$ 370
PAVILION FEES	Pavilion Monday-Thursday: Non-Resident	\$ 450	\$ 470
PAVILION FEES	Pavilion Monday-Thursday: Non-Profit	\$ 250	\$ 260
STUDIO FEES	Studio Friday-Sunday: Eagle Resident	\$ 300	\$ 320
STUDIO FEES	Studio Friday-Sunday: Non Resident	\$ 400	\$ 420
STUDIO FEES	Studio Friday-Sunday: Non-Profit	\$ 250	\$ 260
STUDIO FEES	Studio Monday-Thursday: Eagle Resident	\$ 150	\$ 160
STUDIO FEES	Studio Monday-Thursday: Non-Resident	\$ 200	\$ 210
STUDIO FEES	Studio Monday-Thursday: Non-Profit	\$ 150	\$ 160

Below are rental comparisons from other venues in the Valley:

	Eagle County (2024)	Resident	Non-Resident	Deposit
Fri-Sun	\$ 250.00	\$ 450.00	\$ 650.00	\$ 550.00
Mon-Thur	\$ 50.00	\$ 250.00	\$ 550.00	
	Single Tree (2023-2024)	Resident	Non-Resident	Deposit
Fri	\$ 1,250.00	\$ 1,250.00	\$ 1,550.00	\$ 1,000.00
Sat	\$ 1,950.00	\$ 1,950.00	\$ 2,450.00	
Sun	\$ 1,250.00	\$ 1,250.00	\$ 1,550.00	
Mon-Thur	\$ 850.00	\$ 850.00	\$ 1,000.00	
	Eagle-Vail (2024)	Peak/Non-Peak	Peak/Non-Peak	Deposit
Fri	\$ 450.00	\$3500/\$1650	\$3500/\$1650	\$ 1,500.00
Sat	\$ 450.00	\$3500/\$1650	\$3500/\$1650	
Sun	\$ 395.00	\$2500/\$1300	\$2500/\$1300	
Mon-Thur	\$ 395.00	\$795/\$395	\$795/\$395	
	Donovan (2025)			
Fri-Sun		\$9775/\$6450		50% of usage fee + \$500
Mon-Thurs		\$ 5,455.00		

Special Event Fees

- **Fee for Additional Officers** - Updated from a set fee to referring users to the Police Department tab for the current Extra Duty Officer fee. This ensures the fee is consistently updated across departments, with users being directed to the appropriate section if looking under event fees.
 - **Special Event Application Fee** Staff recommends increasing the fee from \$25 to \$50 to cover the administrative costs of processing the application.
 - Comparisons Received:
 - Carbondale - \$100 for 100-300 people, \$200 for over 300 people
 - Avon - \$300
 - Vail - \$50
 - **Special Event Application Review Fee** – This fee applies to larger public events that require staff review beyond the collection of event information. Staff recommends increasing the fee from \$100 to \$200 to cover the administrative costs of processing the application.
 - Comparisons Received:
 - Carbondale - \$100 for 100-300 people, \$200 for over 300 people
 - Avon - \$300
 - Vail - \$50
 - **Special Event Hard Street Closure per Foot of Street Width.** – Staff is proposing a new fee of \$10.60 per foot of street width for hard street closures. This fee reflects the time and equipment required to close and reopen streets, often outside of regular working hours, in response to event producers' requests. Public works derived this fee based on the current rate of \$20.80 per hour for a pickup truck. For example, if the street is 24 feet wide, the cost would be 24 feet x \$10.60 = \$254.40. For a three-block closure on Broadway, this would amount to 8 x \$254.40 = \$2,035.20.
- **Building Department Fees**
 - **Building Permit Fees:**
 - **Roof Replacement - For single-family structure only** – Staff proposes increasing the fee by \$10, from \$65 to \$75, to account for rising inflation. Additionally, the wording will be updated to include "(+ use tax + permit issuance fee)" to clarify that the permit is not a flat fee of \$75, as the previous wording has caused confusion among contractors.
 - **Move or Demolish - Any building or structure** - Staff proposes increasing the fee by \$10, from \$65 to \$75, to account for rising inflation. Additionally, the wording will be updated to include "(+ use tax + permit issuance fee)" to clarify that the permit is not a flat fee of \$75, as the previous wording has caused confusion among contractors.
 - **Exterior Energy Offset Program fee (EEOP)** – A new addition to the fee schedule, this fee is used to offset energy use from snowmelt systems, spas, pools, outdoor gas fireplaces, and gas firepits, if applicable. The fee directs contractors and applicants to a calculator that will calculate the fee which will vary based on the project. The Council approved the calculator in late 2023, and it is now being integrated into the fee schedule.
 - **Contractor Registration Fee:**
 - **Building Contractor's Registration** – Removed due to being covered by the General Contractor's Registration. This change simplifies the fee structure.

- **Plumbing and Mechanical Contractor's Registration** – This new fee combines the Mechanical Contractor's Registration and Plumbing Contractor's Registration into one fee for simplification.
 - **Special Contractor's Registration** – Removed as it is no longer needed; contractors should now fall under one of the other registration categories.
 - **Electrical Contractor's Registration** – Removed the fee, as we no longer provide electrical inspections, which have been returned to the State. This change eliminates potential confusion.
 - **Electrical Permit Fees** – Removed all electrical permit fees, as electrical inspections are now provided through the State rather than the Town.
 - **Inspections Fees:**
 - **Reinspection Fees** – Staff proposes increasing the fee from \$50 to \$100 to align with other organizations in the valley. This fee applies when an inspection fails or when an inspection is called but the property is not ready, allowing for a charge to cover the inspector's time for a follow-up visit.
 - Comparisons Received:
 - Avon - \$100
 - Eagle County - \$100
 - Vail - \$105
 - **Special Inspection/Inspections outside of normal business hours 8am-5pm** – The fee title is being updated to clarify that it applies to inspections outside the regular business hours or for inspections not covered under the standard permit scope, such as additional walkthroughs or special requests. This fee also applies to inspections requested before 8am or after 5pm.
 - **Mechanical Permit Fees:**
 - **HVAC Replacement Permit Fee** - Staff proposes increasing the fee by \$10, from \$65 to \$75, to account for rising inflation. Additionally, the title will be updated from "Replacement of Existing Boiler or Furnace" to "HVAC Replacement Permit Fee" for clarity. The wording will also be updated to include "(+ use tax + permit issuance fee)" to clarify that the permit is not a flat fee of \$75, as the previous wording caused confusion among contractors.
 - **Plumbing Permit Fees:**
 - **Irrigation Permit Fee:** A new fee of \$100 is proposed for an irrigation permit. This fee would cover the permit, plan review, and inspections across multiple departments. Currently, there is no irrigation permit in place, but introducing one would assist with Public Works' backflow prevention program.
 - **PV Solar Permit Fees:** Removed all PV Solar permit fees, as they are electrical inspection fees and electrical inspections are now provided through the State rather than the Town.
 - **Water Meter Fees:** These fees are being moved to the Public Works Fees section per the request of the Public Works Department.
 - **Plant Investment Fees – Water:** These fees are being moved to the Public Works Fees section per the request of the Public Works Department.
 - **Plant Investment Fees – Sewer:** These fees are being moved to the Public Works Fees section per the request of the Public Works Department.
- **Planning Department Fees**
 - **Fire Impact Fees** - Per the Town Code, Fire Impact fees are adjusted annually by CPI. GEFPD uses Denver-Aurora-Lakewood Consumer Price Index (CPI) for the 2nd half of each year for this adjustment (i.e. 2025 CPI increases will be based on the annual CPI increase from

January 2024 through December 2024). Since CPI information is not yet available at this time, Staff will bring fire impact fees back for an amendment in February 2025 once a resolution is received from the GEFPD.

- **Public Safety Impact fees** - Increased by 1.9% CPI per the Town Code. Per the municipal code (4.13.250) the public safety impact fee shall be adjusted annually for inflation based on Denver-Aurora-Lakewood CPI. The Town uses the 1st half of the year method for all CPI increases to our fees (i.e. 2025 CPI increases are based on the annual CPI increase from July 2023 through June 2024).
- **Parking Fee In-Lieu Fees:** As per the Code, the amount will be updated yearly based on the Construction Cost Index (CCI), with CDOT specifying an increase of 9.6% for 2025. This results in the following increases:
 - **Parking Fee In-Lieu (Operating)** – Updated from **\$7,000** per parking space within the Parking Fee In-Lieu Program Boundary to **\$7,672** per parking space.
 - **Parking Fee In-Lieu (Capital)** – Updated from **\$16,100** per parking space within the Parking Fee In-Lieu Program Boundary to **\$17,645** per parking space.
- **Land Use Application Fees:**
 - **Fee Changes affecting Deposit amounts:** Due to the code no longer supporting a 20% deposit, updated deposit amounts have been calculated based on the previous average deposit amounts for each application type. These amounts were derived from the prior 20% calculation, in line with the code. Some fees are also being updated to require a deposit that did not previously require one. This adjustment ensures that application processing costs are covered and aligns with the current fee structure.
 - **Annexation and Initial Zoning (Non PUD <2 acres)** – Updated from \$1,500 + Deposit of 20% of estimated passthrough costs to \$1,500 + Deposit of \$2,000.
 - **Annexation and Initial Zoning (Non PUD >2 acres)** – Updated from \$2,500 + Deposit of 20% of estimated passthrough costs to \$2,500 + Reimbursement Agreement.
 - **Annexation and Initial Zoning (PUD any size)** - Updated from \$2,500 + Deposit of 20% of estimated passthrough costs to \$2,500 + Fee for PUD Concept Plan + Reimbursement Agreement.
 - **Sub Area Plan/Comprehensive Plan Exception or Amendment** – Updated from \$2,000 + Deposit of 20% of estimated passthrough costs to \$2,000 + Deposit of \$400.
 - **Subdivision - Sketch Plan** - Updated from \$500 Plus \$25 per lot + Deposit of 20% of estimated passthrough costs to \$500 Plus \$25 per lot + Deposit of \$600.
 - **Subdivision - Condominium/Townhouse Plat** – Updated from \$450 + Deposit of 20% of estimated passthrough costs to \$450 + Deposit of \$400.
 - **Subdivision - Combination Sketch Plan/Prelim Plan** – Updated from Listed fees with 15% discount + 20% of estimated passthrough costs to Listed fees with 15% discount + Deposit of \$1,400.

- **Subdivision - Combination Prelim/Final Plat** – Updated from Listed fees with 15% discount + deposit of 20% of estimated passthrough costs to Listed fees with 15% discount + Deposit of \$1,400.
 - **Special Use Permit – Amendment** – The fee language is updated to include a deposit requirement, changing from \$350 to \$350 + \$200 deposit. This ensures the amendment process reflects potential review costs.
 - **Conditional Use Permit** – The fee is updated to include a deposit, changing from \$650 to \$650 + \$450 deposit. This covers the review costs for a Conditional Use Permit, which involves only a Planning and Zoning (PZ) public hearing and requires less staff time compared to a Special Use Permit.
 - **Administrative Use Permit** - The fee is updated to include a deposit, changing from \$250 to \$250 + \$150 deposit. This update accounts for the noticing requirement associated with this application type, ensuring the fee structure reflects the administrative costs involved.
 - **Vacation of Easement or Right of Way** - The fee language is updated to include a deposit requirement. The fee is proposed to change from \$750 to \$750 + \$350 deposit. This updated fee structure is intended to cover both planning and public works review costs associated with the application.
- **Fee Changes with Fee Increases Proposed:** Due to the code no longer supporting a 20% deposit, updated deposit amounts have been calculated based on the previous average deposit amounts for each application type. These amounts were derived from the prior 20% calculation, aligned with the code. Additionally, staff is recommending increased fee amounts for the following application types, which reflect the changes in code and the need for adjustments to cover planning and review costs effectively.
- **PUD Concept Plan** - The fee is updated from **\$1,500** + 20% deposit of estimated passthrough costs to **\$1,650** + Reimbursement Agreement (or \$1,400). This represents a 10% increase, as significant planning staff time is required during the initial planning phases of PUDs (Planned Unit Developments).
 - **PUD Final Plan** - The fee is updated from **\$2,000** + 20% deposit of estimated passthrough costs to **\$2,200** + Reimbursement Agreement (or \$2,400). This represents a 10% increase, as significant planning staff time is required during the initial planning phases of PUDs (Planned Unit Developments).
 - **PUD Minor Amendment** - The fee is updated from **\$500** + 20% deposit of estimated passthrough costs to **\$550** + \$600 deposit. This represents a 10% increase, reflecting the significant planning staff time required for PUD amendments. This application type covers planning review costs for an Administrative level PUD Amendment
 - **PUD Major Amendment** - The fee is updated from **\$1,500** + 20% deposit of estimated passthrough costs to **\$1,650** + \$1,000 deposit. This represents a 10% increase, reflecting the significant planning staff time required for PUD amendments. This application type covers planning review costs for significant amendments to a PUD's zoning regulations and includes a full public hearing process.

- **Subdivision - Preliminary Plan** – Updated from **\$800** Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs to **\$2,000** + Deposit of \$1,400. This costs covers the costs of a subdivision final plat review. Staff is proposing a significant increase due to the time it takes to review these plans.
 - Comparisons:
 - Town of Minturn - \$1,500 plus 25/lot + \$5,000 Deposit
 - Eagle County - \$2,625 (*Preliminary Plan for Subdivision *Ten or more dwelling units and/or 22,000+ sq ft of commercial and/or industrial (Plus \$20.00per proposed dwelling unit and/or 1,000 sq ft of commercial and/or Industrial space))*)
 - Glenwood Springs - \$2,040 – *Subdivision Preliminary Plat*
- **Subdivision - Final Plat** – Updated from **\$800** Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs to **\$1,600** + Deposit of \$600. This costs covers the costs of a subdivision final plat review.
 - Comparison:
 - Summit = \$5420 + \$240 per lot shown on plat
 - Town of Avon = \$1350
 - Eagle County = \$840 + \$100 per dwelling unit
- **Rezoning Application Fee** – Staff is proposing an increase from **\$600** + \$600 deposit to **\$900** + \$900 deposit. This fee covers the review costs for rezoning multiple properties (as single properties are generally not eligible). Staff also proposes removing the "Amendment to Zone District Regulations" fee, as this is not a type of application; instead, it will be incorporated into the Rezoning fee since rezoning is an application that amends zone district regulations.
 - Comparisons: Vail - \$1,300 (For Rezoning/Change in District Boundaries / Zoning Code Amendments / Comprehensive Plan Amendments)
- **Zoning Variance** – Staff is proposing an increase from **\$500** to **\$1,000** + Deposit of \$500. This application type covers the planning review costs for a Zoning Variance. Covers initial staff time
 - Comparisons: Town of Avon = \$1,000
- **Special Use Permit** – The fee is proposed to increase from **\$600** + \$600 deposit to **\$800** + \$600 deposit. Special Use Permits involve a full public hearing process, and the current fees do not adequately cover the planning staff's time. This increase aligns with the additional work required compared to a Conditional Use Permit.
 - Comparisons:
 - Glenwood Springs = \$800
 - Avon = \$750 + staff hourly time
- **Minor Use Permit** – Staff proposes updating the fee from **\$100** to **\$250** to align with the Administrative Use Permit, as both involve similar levels of staff review and administrative effort.
- **Sign Permit - Comprehensive sign program** - Staff proposes increasing the fee from **\$100** to **\$150**. This permit covers the review and administrative costs for multiple signs at a single location.

- Comparison – Steamboat \$150 (up to 4 signs)
- **Development Plan/Permit – Minor** – The fee is proposed to increase from **\$1,000** + Deposit of 20% of estimated passthrough costs to **\$1,100** + Deposit of \$240. This fee covers planning review and a Public Hearing with the Planning & Zoning (PZ) Commission.
 - Comparisons:
 - Avon = \$250 + staff hourly time
 - Vail = \$1,500
- **Development Plan/Permit – Major** – The fee is proposed to increase from **\$2,000** + Deposit of 20% of estimated passthrough costs to **\$2,200** + Deposit of \$600. This fee covers planning review and Public Hearings with both the PZ Commission and the Town Council (TC).
 - Comparisons:
 - \$1,500 (inside Town Core) + staff hourly time / \$750 (outside Town Core) + staff hourly time
 - Vail = \$6,000 (*New Development within a Special Development District / All Dev. Plans go to PZ & TC in Vail*)
- **Remove Fees:**
 - **Amendment to Zone District Regulations** - Incorporated into "Rezoning Application Fee".
- **New Proposed Fees:**
 - **Amendment to Annexation Agreement (non PUD any size)** – A new fee is proposed at **\$750** + Reimbursement Agreement. While not technically classified as a land use application, ADA amendments are not currently charged, yet the Town is utilizing significant resources on these. As the code no longer supports a 20% deposit, updated deposits are calculated based on the previous average deposit amounts for this type of application (derived from the 20% calculation in line with the code).
 - **Amendment to Annexation Agreement (PUD any size)** - A new fee is proposed at **\$1,250** + Reimbursement Agreement. While not technically classified as a land use application, ADA amendments are not currently charged, yet the Town is utilizing significant resources on these. As the code no longer supports a 20% deposit, updated deposits are calculated based on the previous average deposit amounts for this type of application (derived from the 20% calculation in line with the code).
 - **Administrative Adjustment** – Staff proposes a **new fee of \$100** for concurrent applications. This fee applies when an administrative adjustment is reviewed alongside a Conditional Use Permit (CUP), Special Use Permit (SUP), Development Plan, Administrative Permit, or Building Permit.
 - Comparison Glenwood Springs = \$220 (Adjustment/Alternative Compliance)
 - **Development Plan Extension / Amendment to a Development Plant/Agreement** – Staff is proposing a new fee of 20% of the application fee for extensions of major and minor development plans. Applicants must

submit extension requests at least 30 days before the Planning and Zoning Commission (PZ) or Town Council (TC) meeting at which it will be reviewed.

- Comparisons:
 - Steamboat Springs - Half of the Initial Application Fee
 - Town of Avon - Half of the Initial Application Fee
- **Parking Plan (stand alone)** – Staff is proposing a **new fee of \$200**. This fee covers the cost of reviewing a standalone parking plan submittal. The complex Code standards for parking require more staff time for thorough review.
- **Landscape Plan (stand alone)** – Staff is proposing a **new fee of \$100**. This fee covers the cost of reviewing a standalone landscape plan submittal. The Code standards for landscaping are relatively simple, resulting in less staff time required.
- **Lighting Plan (stand alone)** – Staff is proposing a **new fee of \$150**. This fee covers the cost of reviewing a standalone lighting plan submittal. The Code standards for lighting are moderate, requiring a middle level of staff time for review.
- **LERP Plan (stand alone)** - Staff is proposing a **new fee of \$100**. This fee covers the cost of reviewing a standalone LERP plan submittal.
- **Public Works Fees**
 - **Water Fill Station (Base Fee)** - The title for the "Hydrant Meter Fee (Base Fee)" has been updated to Water Fill Station (Base Fee). There is no change to the fee amount, and it remains at \$50. This fee helps cover the costs associated with the fill station infrastructure, as well as billing software and administrative time.
 - **Water Fill Station Usage Rate** – The title for the "Hydrant Meter Fees (per 1,000 gallons)" has been updated to "Water Fill Station Usage Rate." Staff is also recommending a change in the rate language from a static amount to a reference to the "Out of Town Non-Residential Commercial & Mixed Use base fee (per unit)." This adjustment allows the Fee Schedule to remain consistent year to year without requiring updates when water rates change. This means companies using the Water Fill Station will pay a standard water base fee plus a fee per 1,000 gallons, similar to other commercial companies, in addition to the Water Fill Station Base Fee.
 - **Backflow Assembly - Not Compliant** – The \$400 fee, created in 2024, was intended to apply per month for instances of non-compliance. Staff recommends clarifying that this fee is charged monthly for each month that a backflow assembly is not in compliance, due to the significant health, safety, and compliance risks associated with remaining out of compliance.
 - **Moved Water Meter Fees and Plant Investment Fees for Water and Sewer** – These fees have been transferred from the Building Department tab to the Public Works Department, as they are now administered by Public Works.**Water Meter Fees – 1" Service** (no change)
 - **Water Meter Fees – 1" Service** (no change)
 - **Water Meter Fees – ¾" Service** (no change)
 - **Water Meter Fees – Greater than 1" Service** – This fee has been **removed** and split into two distinct fees to clearly differentiate between 2" meters and meters larger than 2".

- **Water Meter Fees – 2” Service** – Previously part of the combined "Greater than 1” Service" fee, this has now been separated to clearly delineate between 2” meters and larger meters. Proposed fee is \$1,766 for the meter.
 - **Water Meter Fees – Greater than 2” Service** (no change) – This fee has been carried over from the prior "Greater than 1” Service" category.
 - **Plant Investment Fee-Water - Per Equivalent Residential Unit (EQR) In Town** – increased by 3% from \$14,936.95 to \$15,385.06 per water rate model approved in 2018. The study recommended Water PIF increases by 15% for years 2019-2022 and by 3% for years 2023 – 2027.
 - **Plant Investment Fee-Water - Per Equivalent Residential Unit (EQR) Out of Town** – increased by 3% from \$22,405.41 to \$23,077.58 per water rate model approved in 2018 The study recommended Water PIF increases by 15% for years 2019-2022 and by 3% for years 2023 – 2027.
 - **Plant Investment Fee-Sewer Per Equivalent Residential Unit (1.0 EQR)** (no change)
- **Utility Fees**
 - Increased **Water base fee and tier usage rates** by 3% per the 2018 rate study.
 - Increased **Wastewater base fee** rates by 3% per the 2021 rate study.
 - Increased **Refuse Fees** by 1.9% based on Current Denver-Aurora-Lakewood area CPI for July 2024.
- **Broadband Fees**

Staff is proposing the following revisions to the Broadband Fee schedule to simplify billing and ensure cost-effectiveness and competitive pricing with local broadband providers:

 - **Business Internet Service (monthly recurring charge)**
 - Removed both **300 Mbps** and **1 Gbps** options (subject to capacity availability).
 - Updated the **650 Mbps** (subject to capacity) service to a "**650 Mbps Internet Only**" option (subject to capacity availability) for businesses that do not require traditional business-level services (e.g., only needing credit card processing, etc.). The fee for this service has been updated from \$99 to **\$99.95**.
 - Comparisons: Business Internet:
 - Visionary 200Mbps - \$164
 - Vero 50Mbps - \$60
 - Added **650 Mbps Business (subject to capacity availability)** for a Business level internet service with static IP assignment and business SLA for **\$299.95**
 - No comparisons received
 - **Installation 300 Mbps (one time)** – \$179 Fee removed as staff recommends adding a standalone Business/Residential Installation/Decommissioning Fee.
 - **Installation 1Gbps (one time)** – \$379 Fee removed as staff recommends adding a standalone Business/Residential Installation/Decommissioning Fee.
 - **Residential Internet Service (monthly recurring charge)**
 - **650 Mbps (Subject to capacity availability) – In Town fee** - Updated from \$69.00 to \$69.95. No comparisons received.

- **650 Mbps (subject to capacity availability) Out of Town fee** - Updated from \$89.00 to \$89.95. No comparisons received.
 - **Installation Fees – Standard Installation** – A one-time \$475 fee is being added. This universal fee applies to both Business and Residential services. Despite efforts to meet a target installation rate of \$179 per install, we have not yet identified an installation group that can meet this rate. Staff recommends adjusting the broadband installation fee to \$475 to ensure we cover the increased rate requested by Aspen Smart Networks (ASN). While staff is working on a solution to reduce the installation rate, if no resolution is reached by February 2025, ASN will charge the Town \$475 per install.
 - Comparisons:
 - Xfinity \$89.99 modem only
 - HomeAdvisor \$109-268 dish only
 - Vero \$150 business, \$99 residential
- **Police Department Fees**
 - **Abandoned Vehicle Administration Fee** – Updated from \$0 to \$100. This fee covers the cost of state research and will be assessed after a vehicle is impounded and an abandoned vehicle investigation is deemed necessary.
 - **Nuisance Alarm Fee** - Recommending a change from a fee range of \$50–\$150 to a set fee of \$150.
 - **Police Report Digital Evidence Flash Drive fee** - Updated to reflect the actual cost of devices without markup.
 - **Police Report Fee** – Updated to remove the \$5.00 charge for the first 10 pages, and now charged at \$0.25 per page. This aligns with actual costs and complies with CORA requirements.
 - **Police Report Research Fee** - Updated from \$33.58 per hour to \$41.37 per hour to match CORA requirements.
 - **Video Editing / Redaction / Research Fee.** - The title has been updated from "Video Blurring Fee" to "Video Editing / Redaction / Research Fee," and the charge has been updated from \$33.58 per hour to \$41.37 per hour to match CORA requirements.
 - **Extra Duty Officer Fee** – This fee has been increasing significantly year over year due to competition from other organizations, which has created challenges for event producers trying to provide community events without losing money. In 2024, the police chiefs and sheriff met to agree on a unified valley wide fee. The fee to event producers will increase from **\$80/hour per officer and \$85/hour per supervisor** to **\$110/hour per officer and \$135/hour per supervisor** to align with other Eagle County agencies. The Town retains approximately 11% of the hourly rate to cover some but not all administrative costs. Officers will be paid \$98/hour, and supervisors will be paid \$120/hour. The Town's FICA portion and Unemployment rate combined for every hour worked exceeds 11%.

COMMUNITY INPUT: No community input has been received at this time in regard to the fee schedule.

BUDGET/STAFF IMPACT: Most of these fee schedule modifications are modest adjustments or based on the language in the Town Code and will have only slight impact to the Town's revenues. Staff impacts will be minimal as billing can be completed through the Town's existing Utility Billing software and it will just be providing communication out to the public on the fee schedule updates.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This is an annual administrative procedure that requires the Council's review and approval. The proposed modifications to the fee schedule does align with the Council's major objective to ENHANCE THE ECONOMIC RESILIENCY OF THE TOWN GOVERNMENT by identifying and implementing diverse revenue streams.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** the adoption of Resolution 06, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting a Fee Schedule Pursuant to 2.34 of the Eagle Municipal Code".

ATTACHMENTS:

- Resolution 06-2025 including Exhibit A – Proposed 2025 Fee Schedule

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 06
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
ADOPTING A FEE SCHEDULE PURSUANT TO 2.34 OF THE EAGLE MUNICIPAL CODE

WHEREAS, Section 2.34.010 of the Eagle Municipal Code provides that the Town Council shall adopt a fee schedule by resolution to establish fees for services provided to members of the general public; and

WHEREAS, it is necessary to ensure that fees charged by the Town of Eagle are reasonable, transparent, and sustainable to support the continued provision of quality services; and

WHEREAS, the Town Council desires to amend certain of those fees and to adopt a new schedule;

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

Section 1. The fees set forth on the fee schedule attached hereto as **Exhibit A** are hereby fixed and imposed for the various purposes set forth for them in said Exhibit A.

INTRODUCED, READ, PASSED, AND ADOPTED ON JANUARY 14, 2025

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EXHIBIT A

ADMINISTRATIVE FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
ADMINISTRATIVE	Copies: Per page after the first 10 pages	\$ 0.25	\$0.25/page	FEE CHANGE	Changed title to include charging after 10 pages for administrative ease, it's not worth the effort on a few pages
ADMINISTRATIVE	Copies Large – per copy	\$ 1.50		REMOVE FEE	Unnecessary, most items are provided via email for printing
ADMINISTRATIVE	Copy of Annual Audit	\$ 25.00		REMOVE FEE	No longer necessary, will provide via computer media below
ADMINISTRATIVE	Copy of Eagle Municipal Code (Paper Copy)	\$ 100.00		REMOVE FEE	No longer necessary, available on website or will provide via computer media below
ADMINISTRATIVE	Notary Services	\$ 5.00	\$ 5.00	NO CHANGE	
ADMINISTRATIVE	Information transfer to computer media	N/A	\$ 30.00	NEW FEE	Providing information via computer media versus printing
ADMINISTRATIVE	Records USB Flash Drive	\$ 3.00	ACTUAL COST	FEE CHANGE	Changing the fee for a USB drive to reflect its actual cost ensures fairness, transparency, and alignment with cost recovery principles.
ADMINISTRATIVE	Research/Records Search (per hour, first hour free)	\$ 33.58	\$ 41.37	FEE CHANGE	\$41.37/HR based on CORA
ADMINISTRATIVE	Colorado Open Record Act Request - Audio/Video	\$ 5.00	\$ 5.00	NO CHANGE	
ADMINISTRATIVE	Colorado Open Record Act Request	\$0.25/page	\$0.25/page	NO CHANGE	
ADMINISTRATIVE	Returned Check Fee	\$ 25.00	\$ 25.00	NO CHANGE	
ADMINISTRATIVE	Verbatim Transcripts – per page, PLUS HOURLY RATE	\$ 15.00	\$ 15.00	NO CHANGE	
ADMINISTRATIVE	Certified Copies	N/A	\$2.00/page	NEW FEE	Charging for certified copies ensures cost recovery for the additional staff time, materials, and administrative effort required to verify and prepare official documents.
ADMINISTRATIVE	Postage and Packaging for mailing	N/A	ACTUAL COST	NEW FEE	Adding a fee for postage and packaging ensures cost recovery for mailing services, covering the actual expenses incurred without burdening the general fund.

EXHIBIT A

TOWN CLERK FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
BUSINESS LICENSE FEE	Business License - Sales Within Public Right of Way	\$ 25 - 250	\$ 25 - 250	NO CHANGE	
BUSINESS LICENSE FEE	Business License/Business Marketing Fee	\$ 20.00	\$ 20.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License/Business Occupation Fee	\$ 55.00	\$ 55.00	NO CHANGE	
SEXUALLY ORIENTED BUSINESS LI	Sexually Oriented Business License Fee	\$ 100.00	\$ 100.00	NO CHANGE	
SEXUALLY ORIENTED BUSINESS LI	Sexually Oriented Business License Renewal Fee	\$ 100.00	\$ 100.00	NO CHANGE	
SEXUALLY ORIENTED BUSINESS LI	Sexually Oriented Business Manager's Registration Fee	\$ 100.00	\$ 100.00	NO CHANGE	
BUSINESS LICENSE FEE	Business & Tobacco License Late Fee	\$15/month after January 31st max of \$45	\$15/month after January 31st max of \$45	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: One Day	\$ 50.00	\$ 50.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Two Consecutive Days	\$ 65.00	\$ 65.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Three Consecutive Days	\$ 85.00	\$ 85.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Seven Consecutive Days	\$ 105.00	\$ 105.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: Thirty Consecutive Days	\$ 125.00	\$ 125.00	NO CHANGE	
BUSINESS LICENSE FEE	Business License Peddler and Solicitors: One Year	\$ 275.00	\$ 275.00	NO CHANGE	
BUSINESS LICENSE FEE	Communal Outdoor Dining Permit	\$ 75.00		REMOVE FEE	This is a State Liquor License fee and should not be on our fee schedule
BUSINESS LICENSE FEE	Takeout Delivery Permit	\$ 25.00		REMOVE FEE	This is a State Liquor License fee and should not be on our fee schedule
LIQUOR LICENSE FEE	Art/Club License			ADDED HEADER	
LIQUOR LICENSE FEE	New/Renewal	New \$103.75 Renewal \$103.75	\$100 Application Fee + \$41.25 License Fee = \$141.25	FEE CHANGE	Updated verbiage to show breakdown of fees per license type and update name. Fee increase per State.
LIQUOR LICENSE FEE	Retail Establishment Permit/Art Gallery/Bed & Breakfast Permit			ADDED HEADER	
LIQUOR LICENSE FEE	New/Renewal	New \$28.75 Renewal \$28.75	\$25.00 Application Fee + \$3.75 License Fee = \$28.75	VERBIAGE/FORMATTING UPDATE	Updated verbiage to show breakdown of fees per license type

EXHIBIT A

TOWN CLERK FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Brew Pub/Distillery Pub/Vintner's Restaurant			ADDED HEADER	
LIQUOR LICENSE FEE	New/Concurrent Review	Transfer \$825.00 Concurrent Review \$1,075.00 Renewal \$175.00	\$1,000 Application Fee + \$75 License Fee = \$1,075	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type
LIQUOR LICENSE FEE	Transfer		\$750 Application Fee + \$75 License Fee = \$825	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type
LIQUOR LICENSE FEE	Renewal		\$100 Application Fee + \$75 License Fee = \$175	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type
LIQUOR LICENSE FEE	Fermented Malt Beverage and Wine (On/Off Premises) Gas Stations/Grocery			ADDED HEADER, TITLE UPDATE	
LIQUOR LICENSE FEE	New/Concurrent Review	New \$1,003.75 Transfer \$753.75 Concurrent Review \$1,003.75 Renewal \$103.75	\$1000 Application Fee + \$3.75 License Fee = \$1,003.75	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type
LIQUOR LICENSE FEE	Transfer		\$750 Application Fee + \$3.75 License Fee = \$753.75	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type
LIQUOR LICENSE FEE	Renewal		\$100 Application Fee + \$3.75 License Fee = \$103.75	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type
LIQUOR LICENSE FEE	Beer & Wine (Restaurants)			ADDED HEADER	
LIQUOR LICENSE FEE	New/Concurrent Review	New \$1,048.75 Transfer \$798.75 Concurrent Review \$1,048.75 Renewal \$148.75	\$1000 Application Fee + \$48.75 License Fee = \$1048.75	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type
LIQUOR LICENSE FEE	Transfer		\$750 Application Fee + \$48.75 License Fee = \$798.75	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type
LIQUOR LICENSE FEE	Renewal		\$100 Application Fee + \$48.75 License Fee = \$148.75	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type
LIQUOR LICENSE FEE	Hotel/Restaurant/Tavern/Lodging or Entertainment/Optional Premises/Racetrack/Retail Gaming Tavern			ADDED HEADER, TITLE UPDATE	
LIQUOR LICENSE FEE	New/Concurrent Review	New \$1,075.00 Transfer \$825.00 Concurrent Review \$1,075.00 Renewal \$175.00 Optional Premises \$75.00	\$1,000 Application Fee + \$75 License Fee = \$1,075	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type

EXHIBIT A

TOWN CLERK FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Transfer		\$750 Application Fee + \$75 License Fee = \$825	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type
LIQUOR LICENSE FEE	Renewal		\$100 Application Fee + \$75 License Fee = \$175	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type
LIQUOR LICENSE FEE	Optional Premises		\$0 Application Fee + \$75 License Fee = \$75	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type
LIQUOR LICENSE FEE	Retail Liquor Store			ADDED HEADER	
LIQUOR LICENSE FEE	New/Concurrent Review	New \$1,022.50 Transfer \$772.50 Concurrent Review \$1,022.50 Renewal \$122.50 Tasting Permit \$100.00	\$1,000 Application Fee + \$22.50 License Fee = \$1022.50	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type
LIQUOR LICENSE FEE	Transfer		\$750 Application Fee + \$22.50 License Fee = \$772.50	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type
LIQUOR LICENSE FEE	Renewal		\$100 Application Fee + \$22.50 License Fee = \$122.50	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type
LIQUOR LICENSE FEE	Tasting Permit		\$0 Application Fee + \$100 License Fee = \$100	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type
LIQUOR LICENSE FEE	Catering Company			NEW FEE	
LIQUOR LICENSE FEE	New/Renewal		\$25 Application Fee + \$3.75 License Fee = \$28.75	NEW FEE	Adding to Fee Schedule for completeness - This is a new license type that was recently added to our code
LIQUOR LICENSE FEE	Special Event Permit Fee per day OR event (one application fee)	\$ 100.00	\$100 Application Fee + \$0 License Fee = \$100	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type and update name
LIQUOR LICENSE FEE	Festival Permit (Fee per event)	\$ 50.00	\$50 Application Fee + \$0 License Fee = \$50	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type and update name
LIQUOR LICENSE FEE	Entertainment District Application	\$ 100.00	\$100 Application Fee + \$0 License Fee = \$100	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type and update name
LIQUOR LICENSE FEE	Change of Location	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	\$750 Application Fee + \$0 License Fee = \$750	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type

EXHIBIT A

TOWN CLERK FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Communal Outdoor Dining Permit (Per Entity for State Fee)	\$ 50.00	\$25 Application Fee + \$0 License Fee = \$25	FEE CHANGE	Updated verbiage to show breakdown of fees per license type and update name. Fee increase per State.
LIQUOR LICENSE FEE	Temporary Permit - Transfer of Ownership	\$ 100.00	\$100 Application Fee + \$0 License Fee = \$100	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type and update name
LIQUOR LICENSE FEE	Manager Permit (State Fee Only)	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	State Fee Only
LIQUOR LICENSE FEE	Manager Registration (Hotel & Restaurant, Tavern, Lodging & Entertainment, Campus Liquor Complex)	\$ 25.00	\$30 Application Fee + \$0 License Fee = \$30	FEE CHANGE	Updated verbiage to show breakdown of fees per license type and update name. Fee increase per State.
LIQUOR LICENSE FEE	Corporate/LLC Change (Per Person)	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	This is a fee charged by the State, Not the town
LIQUOR LICENSE FEE	Mini Bar Permit with Hotel Restaurant License	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	\$48.75	REMOVE FEE	This fee was eliminated by the State
LIQUOR LICENSE FEE	Tasting Permit	\$100.00	\$100.00	REMOVE FEE	Fee included with retail liquor store permit
LIQUOR LICENSE FEE	Modification of Premises	\$25.00	\$25.00	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type and update name
LIQUOR LICENSE FEE	Late Renewal Fee Any License	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.	\$500	VERBIAGE/FORMATting UPDATE	Updated verbiage to show breakdown of fees per license type and update name

EXHIBIT A

TOWN CLERK FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	3.2% Beer Off Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	Licenses no longer exist - they are now beer/wine licenses
LIQUOR LICENSE FEE	3.2% Beer On Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	Licenses no longer exist - they are now beer/wine licenses
LIQUOR LICENSE FEE	3.2% Beer On/Off Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	Licenses no longer exist - they are now beer/wine licenses
LIQUOR LICENSE FEE	Add Optional Premises to Hotel & Restaurant License	\$75.00		REMOVE FEE	Incorporated into Hotel/Restaurant/Tavern/Lodging or Entertainment/Optional Premises/Racetrack/Retail Gaming Tavern
LIQUOR LICENSE FEE	Background Investigation	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	Not a town fee, Town used to send in finger prints, it is now all 3rd party
LIQUOR LICENSE FEE	Bed & Breakfast Permit	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	Incorporated into Retail Establishment Permit/Art Gallery/Bed & Breakfast Permit
LIQUOR LICENSE FEE	Campus Liquor Complex	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	Incorporated into Manager Registration (Hotel & Restaurant, Tavern, Lodging & Entertainment, Campus Liquor Complex)

EXHIBIT A

TOWN CLERK FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Change in Financial Interests	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	Incorporated into Change in Manager/Financial Interest
LIQUOR LICENSE FEE	Change of Trade Name/Corporate Name	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	State Fee/not town
LIQUOR LICENSE FEE	Club	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	Incorporated into Art/Club License
LIQUOR LICENSE FEE	Tavern	New \$1,075.00 Transfer \$825.00 Concurrent Review \$1,075.00 Renewal \$175.00		REMOVE FEE	Incorporated into Hotel/Restaurant/Tavern/Lodging or Entertainment/Optional Premises/Racetrack/Retail Gaming Tavern
LIQUOR LICENSE FEE	Distillery Pub	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	Incorporated into Brew Pub/Distillery Pub/Vintner's Restaurant
LIQUOR LICENSE FEE	Duplicate License	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	State Fee/not town
LIQUOR LICENSE FEE	Each Additional OP License	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	State Fee/not town

EXHIBIT A

TOWN CLERK FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Hotel & Restaurant (with optional premises)	New \$1,075.00 Transfer \$825.00 Concurrent Review \$1,075.00 Renewal \$175.00 Optional Premises \$75.00		REMOVE FEE	Incorporated into Hotel/Restaurant/Tavern/Lodging or Entertainment/Optional Premises/Racetrack/Retail Gaming Tavern
LIQUOR LICENSE FEE	License Application Fee	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	Incorporated into Hotel/Restaurant/Tavern/Lodging or Entertainment/Optional Premises/Racetrack/Retail Gaming Tavern
LIQUOR LICENSE FEE	Licensed Drugstore	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	Incorporated into Hotel/Restaurant/Tavern/Lodging or Entertainment/Optional Premises/Racetrack/Retail Gaming Tavern
LIQUOR LICENSE FEE	Limited Liability Change	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	State Fee/not town
LIQUOR LICENSE FEE	Lodging & Entertainment	New \$1,075.00 Transfer \$825.00 Concurrent Review \$1,075.00 Renewal \$175.00		REMOVE FEE	Incorporated into Hotel/Restaurant/Tavern/Lodging or Entertainment/Optional Premises/Racetrack/Retail Gaming Tavern
LIQUOR LICENSE FEE	Master File Background	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	State only maintains master file
LIQUOR LICENSE FEE	Optional Premises	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	Incorporated into Hotel/Restaurant/Tavern/Lodging or Entertainment/Optional Premises/Racetrack/Retail Gaming Tavern
LIQUOR LICENSE FEE	Retail Gaming Tavern	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	Incorporated into Hotel/Restaurant/Tavern/Lodging or Entertainment/Optional Premises/Racetrack/Retail Gaming Tavern

EXHIBIT A

TOWN CLERK FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
LIQUOR LICENSE FEE	Transfer of Ownership	This fee shall be charged as set forth in the fee schedule currently adopted by the State of Colorado Department of Revenue, Liquor Licensing Division.		REMOVE FEE	Incorporated into Hotel/Restaurant/Tavern/Lodging or Entertainment/Optional Premises/Racetrack/Retail Gaming Tavern
LIQUOR LICENSE FEE	Entertainment District - New Application	\$ 300.00		REMOVE FEE	Incorporated into Hotel/Restaurant/Tavern/Lodging or Entertainment/Optional Premises/Racetrack/Retail Gaming Tavern
LIQUOR LICENSE FEE	Liquor Retail Establishment Permit	\$ 25.00		REMOVE FEE	Incorporated into Retail Establishment Permit/Art Gallery/Bed & Breakfast Permit
TOBACCO LICENSE FEE	Retail Tobacco License Fee	\$ 250.00	\$ 250.00	NO CHANGE	
MARIJUANA LICENSE FEE	Retail Marijuana Store (Center), Products Manufacturer, Cultivation Facility			ADDED HEADER, TITLE UPDATE	
MARIJUANA LICENSE FEE	New	\$1,500 new; \$500 renewal	\$1,000 Application Fee + \$500 License Fee = \$1500	VERBIAGE/FORMATTING UPDATE	Updated verbiage to show breakdown of fees per license type and update name
MARIJUANA LICENSE FEE	Renewal		\$0 Application Fee + \$500 License Fee = \$500	VERBIAGE/FORMATTING UPDATE	Updated verbiage to show breakdown of fees per license type and update name
MARIJUANA LICENSE FEE	Medical Marijuana Store (Center), Products Manufacturer, Cultivation Facility			ADDED HEADER, TITLE UPDATE	
MARIJUANA LICENSE FEE	New	\$1,500 new; \$250 renewal	\$1,000 Application Fee + \$500 License Fee = \$1,500	VERBIAGE/FORMATTING UPDATE	Updated verbiage to show breakdown of fees per license type. Application fee used to be separate line item on fee schedule. Now incorporated into this fee
MARIJUANA LICENSE FEE	Renewal		\$0 Application Fee + \$250 License Fee = \$250	VERBIAGE/FORMATTING UPDATE	Updated verbiage to show breakdown of fees per license type
MARIJUANA LICENSE FEE	Dually Licensed Store (Medical and Retail), Products & Infused Products, Cultivation Facility			ADDED HEADER, TITLE UPDATE	
MARIJUANA LICENSE FEE	New	\$1,500 new; \$500 renewal	\$1,000 Application Fee + \$500 License Fee = \$1,500	VERBIAGE/FORMATTING UPDATE	Updated verbiage to show breakdown of fees per license type
MARIJUANA LICENSE FEE	Renewal		\$0 Application Fee + \$500 License Fee = \$500	VERBIAGE/FORMATTING UPDATE	Updated verbiage to show breakdown of fees per license type
MARIJUANA LICENSE FEE	Marijuana Testing Facility			ADDED HEADER, TITLE UPDATE	

EXHIBIT A

TOWN CLERK FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
MARIJUANA LICENSE FEE	New	\$500 new; \$250 renewal	\$1,000 Application Fee + \$500 License Fee = \$1,500	VERBIAGE/FORMATTING UPDATE	Updated verbiage to show breakdown of fees per license type. Application fee used to be separate line item on fee schedule. Now incorporated into this fee
MARIJUANA LICENSE FEE	Renewal		\$0 Application Fee + \$250 License Fee = \$250	VERBIAGE/FORMATTING UPDATE	Updated verbiage to show breakdown of fees per license type
MARIJUANA LICENSE FEE	Marijuana Optional Premises (Cultivation and Retail)			ADDED HEADER, TITLE UPDATE	
MARIJUANA LICENSE FEE	New	\$500 new; \$250 renewal	\$1,000 Application Fee + \$500 License Fee = \$1,500	VERBIAGE/FORMATTING UPDATE	Updated verbiage to show breakdown of fees per license type. Application fee used to be separate line item on fee schedule. Now incorporated into this fee
MARIJUANA LICENSE FEE	Renewal		\$0 Application Fee + \$250 License Fee = \$250	VERBIAGE/FORMATTING UPDATE	Updated verbiage to show breakdown of fees per license type
MARIJUANA LICENSE FEE	Late Renewal Fee	\$250	\$250	NO CHANGE	
MARIJUANA LICENSE FEE	Modification of Premises	\$25	\$ 50.00	FEE CHANGE	
MARIJUANA LICENSE FEE	Change of Location/Manager/Financial Interest	\$25	\$ 50.00	FEE CHANGE	
MARIJUANA LICENSE FEE	Retail Marijuana Cultivation Facility	\$1,500 new; \$500 renewal		REMOVE FEE	Incorporated into Retail Marijuana Store (Center), Products Manufacturer, Cultivation Facility
MARIJUANA LICENSE FEE	Retail Marijuana Products Manufacturer	\$1,500 new; \$500 renewal		REMOVE FEE	Incorporated into Retail Marijuana Store (Center), Products Manufacturer, Cultivation Facility
MARIJUANA LICENSE FEE	Medical Marijuana Products Manufacturer	\$500 new; \$250 renewal		REMOVE FEE	Incorporated into Medical Marijuana Store (Center), Products Manufacturer, Cultivation Facility
MARIJUANA LICENSE FEE	Medical Marijuana Cultivation Facility	\$500 new; \$250 renewal		REMOVE FEE	Incorporated into Medical Marijuana Store (Center), Products Manufacturer, Cultivation Facility
MARIJUANA LICENSE FEE	Dually Licensed Marijuana Products & Infused Products (Medical and Retail)	\$1,500 new; \$500 renewal		REMOVE FEE	Incorporated into Dually Licensed Store (Medical and Retail), Products & Infused Products, Cultivation Facility

EXHIBIT A

TOWN CLERK FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
MARIJUANA LICENSE FEE	Dually Licensed Cultivation (Medical and Retail)	\$1,500 new; \$500 renewal		REMOVE FEE	Incorporated into Dually Licensed Store (Medical and Retail), Products & Infused Products, Cultivation Facility
MARIJUANA LICENSE FEE	New Medical and Retail Marijuana Business Application Fee (1-time)	\$1,000		REMOVE FEE	Now incorporated into individual fees above
MARIJUANA LICENSE FEE	Retail Marijuana Business Operating Fee (ANNUAL)	\$1,500 new; \$500 renewal		REMOVE FEE	Now incorporated into individual fees above
MARIJUANA LICENSE FEE	Marijuana Change in Manager/Financial Interest	\$25		REMOVE FEE	Incorporated into Change of Location/Manager/Financial Interest
MUNICIPAL BAG FEE	Plastic/Paper Bag Fee for Businesses meeting the criteria outlined in HB21-1162	\$0.10/Bag (only \$.06/Bag remitted to the Town)	\$0.10/Bag (only \$.06/Bag remitted to the Town)	NO CHANGE	

EXHIBIT A

FACILITY RENTAL					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
OPENSOURCE FEES	Chambers Park Usage for Rafting Disembarkation by Rafting Operators (per paid customer)	\$ 1	\$ 1	NO CHANGE	
FACILITY DEPOSIT	Pavilion Deposit Fees	\$ 750	\$ 750	NO CHANGE	
FACILITY DEPOSIT	Studio Deposit Fees	\$ 375	\$ 375	NO CHANGE	
FACILITY DEPOSIT	Centennial Stage-Key Deposit	\$ 100	\$ 100	NO CHANGE	
PAVILION FEES	Pavilion Friday-Sunday: Eagle Resident	\$ 700	\$ 740	FEE CHANGE	5% increase (rounded to nearest 10)
PAVILION FEES	Pavilion Friday-Sunday: Non-Resident	\$ 1,000	\$ 1,050	FEE CHANGE	5% increase (rounded to nearest 10)
PAVILION FEES	Pavilion Friday-Sunday: Non-Profit	\$ 450	\$ 470	FEE CHANGE	5% increase (rounded to nearest 10)
PAVILION FEES	Pavilion Monday-Thursday: Eagle Resident	\$ 350	\$ 370	FEE CHANGE	5% increase (rounded to nearest 10)
PAVILION FEES	Pavilion Monday-Thursday: Non-Resident	\$ 450	\$ 470	FEE CHANGE	5% increase (rounded to nearest 10)
PAVILION FEES	Pavilion Monday-Thursday: Non-Profit	\$ 250	\$ 260	FEE CHANGE	5% increase (rounded to nearest 10)
STUDIO FEES	Studio Friday-Sunday: Eagle Resident	\$ 300	\$ 320	FEE CHANGE	5% increase (rounded to nearest 10)
STUDIO FEES	Studio Friday-Sunday: Non Resident	\$ 400	\$ 420	FEE CHANGE	5% increase (rounded to nearest 10)
STUDIO FEES	Studio Friday-Sunday: Non-Profit	\$ 250	\$ 260	FEE CHANGE	5% increase (rounded to nearest 10)
STUDIO FEES	Studio Monday-Thursday: Eagle Resident	\$ 150	\$ 160	FEE CHANGE	5% increase (rounded to nearest 10)
STUDIO FEES	Studio Monday-Thursday: Non-Resident	\$ 200	\$ 210	FEE CHANGE	5% increase (rounded to nearest 10)
STUDIO FEES	Studio Monday-Thursday: Non-Profit	\$ 150	\$ 160	FEE CHANGE	5% increase (rounded to nearest 10)
FACILITY RENTAL FEES	Cancellation fee (less than thirty (30) days prior to the event)	Town will retain the full rental fee from the deposit	Town will retain the full rental fee from the deposit	NO CHANGE	
FACILITY RENTAL FEES	Cancellation fee (more than thirty (30) days prior to the event)	\$ 100	\$ 100	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Late Check-In Fee	\$ 125	\$ 125	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Late Key Return	\$ 30/Day	\$ 30/Day	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Lost Key	Cost to re-key	Cost to re-key	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Unsecured Facility	\$ 100	\$ 100	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Unsatisfactory Cleaning Fee	\$ 65 /half hour minimum: half hour Forfeiture of part of the deposit may be assessed if the next lessee is impacted by the condition of the complex and a discount is required for the next lessee	\$ 65 /half hour minimum: half hour Forfeiture of part of the deposit may be assessed if the next lessee is impacted by the condition of the complex and a discount is required for the next lessee	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Repair Fee	\$ 65 / half hour plus 1.25 x Cost of parts minimum: half hour	\$ 65 / half hour plus 1.25 x Cost of parts minimum: half hour	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Stains on Carpet	\$75 / Stain	\$75 / Stain	NO CHANGE	
FACILITY RENTAL FEES	Pavilion/Studio-Liability Insurance: Low, Medium, and High Hazard Events	Per Colorado Intergovernmental Risk Sharing Agency's (CIRSA) Special Event liability insurance schedule	Per Colorado Intergovernmental Risk Sharing Agency's (CIRSA) Special Event liability insurance schedule	NO CHANGE	
TOWN HALL FEES	Town Hall Conference Room	\$ 25	\$ 25	NO CHANGE	

EXHIBIT A

FACILITY RENTAL					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
TOWN HALL FEES	Town Hall Council Chambers	\$ 50	\$ 50	NO CHANGE	

EXHIBIT A

SPECIAL EVENT FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
SPECIAL EVENTS	Clean Up Deposits - For events taking place on town property, a deposit for clean up may be charged. The amount returned will be dependent on the amount of staff time spent cleaning the site after the event.	\$ 250.00	\$ 250.00	NO CHANGE	
SPECIAL EVENTS	Fee for Additional Officers - Fee per hour per officer for additional coverage that may be required when a certain number of attendees are expected at an event.	\$60-\$80/hr/officer	See Extra Duty Officer Fee from Police Department schedule	VERBIAGE CHANGE	Updated to refer to PD fee schedule
SPECIAL EVENTS	Special Event Application Fee - Lower cost application fee for all events. Additional review fee will be charged for events that take significant staff time for review.	\$ 25.00	\$ 50.00	FEE CHANGE	Comparisons: Carbondale - \$100 for 100-300 people; \$200 for >300 people Avon - \$300 Vail - \$50
SPECIAL EVENTS	Special Event Application Review Fee - For larger public events that need staff review beyond the collection of event information	\$ 100.00	\$ 200.00	FEE CHANGE	Comparisons: Carbondale - \$100 for 100-300 people; \$200 for >300 people Avon - \$300 Vail - \$50
SPECIAL EVENTS	Public Workers Employee Labor Fee - This fee may be charged when staff are required to assist with an event outside of normal business hours or outside of the standard job duties of the department.	\$50/hr/employee	\$50/hr/employee	NO CHANGE	
SPECIAL EVENTS	Special Event Hard Street Closure per Foot of Street Width		\$10.60/Foot	NEW FEE	Calculated using the Pickup Truck/4x4 Vehicle - Not For Public rate in Public Works Department fees
SPECIAL EVENTS	Special Event Temporary Use Permit for Using Town Property	\$ 250.00	\$ 250.00	NO CHANGE	

EXHIBIT A

BUILDING DEPARTMENT FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 1-500	\$ 39.40	\$ 39.40	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 500.01-2,000	\$39.40 for the first 500 plus \$3.60 for each add 'l 100 or fraction thereof, to and including 2,000	\$39.40 for the first 500 plus \$3.60 for each add 'l 100 or fraction thereof, to and including 2,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 2,000.01-25,000	\$93.40 for the first 2,000 plus \$16.30 for each add 'l 1,000 or fraction thereof, to and including 25,000	\$93.40 for the first 2,000 plus \$16.30 for each add 'l 1,000 or fraction thereof, to and including 25,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 25,000.01-50,000	\$468.30 for the first 25,000 plus \$11.75 for each add 'l 1,000 or fraction thereof, to and including 50,000	\$468.30 for the first 25,000 plus \$11.75 for each add 'l 1,000 or fraction thereof, to and including 50,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 50,000.01-100,000	\$762.05 for the first 50,000 plus \$8.15 for each add 'l 1,000 or fraction thereof, to and including 100,000	\$762.05 for the first 50,000 plus \$8.15 for each add 'l 1,000 or fraction thereof, to and including 100,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 100,000.01-500,000	\$1,169.55 for the first 100,000 plus \$6.55 for each add 'l 1,000 or fraction thereof, to and including 500,000	\$1,169.55 for the first 100,000 plus \$6.55 for each add 'l 1,000 or fraction thereof, to and including 500,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 500,000.01-1,000,000	\$3789.55 for the first 500,000 plus \$5.55 for each add 'l 1,000 or fraction thereof, to and including 1,000,000	\$3789.55 for the first 500,000 plus \$5.55 for each add 'l 1,000 or fraction thereof, to and including 1,000,000	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Total Valuation 1,000,000.01 and up	\$6,564.55 for the first 1,000,000 plus \$4.30 for each add 'l 1,000	\$6,564.55 for the first 1,000,000 plus \$4.30 for each add 'l 1,000	NO CHANGE	
BUILDING PERMIT FEES	Roof Replacement - For single-family structure only	\$ 65.00	\$75 + Use Tax + Permit Issuance Fee	FEE CHANGE	we would like to raise the fee by \$10 for rising inflation and add the (+ use tax + permit issuance fee) to let contractors know the permit is not just a flat fee of \$75 as the wording has caused confusion in the past

EXHIBIT A

BUILDING DEPARTMENT FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
BUILDING PERMIT FEES	Move or Demolish - Any building or structure	\$ 65.00	\$75 + Use Tax + Permit Issuance Fee	FEE CHANGE	we would like to raise the fee by \$10 for rising inflation and add the (+ use tax + permit issuance fee) to let contractors know the permit is not just a flat fee of \$75 as the wording has caused confusion in the past
BUILDING PERMIT FEES	Use Tax	2% of 200% of Total Valuation (Use Tax is 4% - the Town assumes building materials are 50% of the valuation)	2% of 200% of Total Valuation (Use Tax is 4% - the Town assumes building materials are 50% of the valuation)	NO CHANGE	
BUILDING PERMIT FEES	Building Permit Fee - Performing work without first obtaining a permit	Double the Permit Fee	Double the Permit Fee	NO CHANGE	
BUILDING PERMIT FEES	Single Trade Work without Permit Fee	\$ 250.00	\$ 250.00	NO CHANGE	
BUILDING PERMIT FEES	Concealment Fee	\$ 350.00	\$ 350.00	NO CHANGE	
BUILDING PERMIT FEES	Temporary C/O Fee	\$ 250.00	\$ 250.00	NO CHANGE	
BUILDING PERMIT FEES	Building Board of Appeals (BBA) Fee	\$ 250.00	\$ 250.00	NO CHANGE	
BUILDING PERMIT FEES	Certificate of Occupancy Fee	\$ 100.00	\$ 100.00	NO CHANGE	
BUILDING PERMIT FEES	Exterior Energy Offset Program fee (EEOP)		Varies (see calculator at https://tinyurl.com/TOE-EEOP)	NEW FEE	fee to offset energy use from snowmelt, spa, pool, outdoor gas fireplaces and gas firepits, if applicable
CONTRACTORS REGISTRATION FEES	Building Contractor's Registration	\$ 50.00		REMOVE FEE	Same as General Contractor
CONTRACTORS REGISTRATION FEES	Plumbing Contractor's Registration	\$ 50.00		REMOVE FEE	Included in Plumbing and Mechanical Contractor's Registration
CONTRACTORS REGISTRATION FEES	Mechanical Contractor's Registration	\$ 50.00		REMOVE FEE	Included in Plumbing and Mechanical Contractor's Registration
CONTRACTORS REGISTRATION FEES	Plumbing and/or Mechanical Contractor's Registration		\$ 50.00	NEW FEE	One-stop for contractor with one or both licenses
CONTRACTORS REGISTRATION FEES	Special Contractor's Registration	\$ 50.00		REMOVE FEE	Removed as it is no longer needed; contractors should now fall under one of the other registration categories.
CONTRACTORS REGISTRATION FEES	General Contractor's Registration	\$ 100.00	\$ 100.00	NO CHANGE	
CONTRACTORS REGISTRATION FEES	Electrical Contractor's Registration	\$ -	\$ -	REMOVE FEE	Electrical Contractors no longer register with the Town
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Residential - Under 1,000 square feet	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	REMOVE FEE	Electrical permits no longer handled through Town

EXHIBIT A

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Residential - 1,001-1,500 square feet	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	REMOVE FEE	Electrical permits no longer handled through Town
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Residential - 1,501-2,000 square feet	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	REMOVE FEE	Electrical permits no longer handled through Town
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Residential - More than 2,000 sf	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	REMOVE FEE	Electrical permits no longer handled through Town
ELECTRICAL PERMIT FEES	Electrical Permit Fee – Commercial – Total Valuation 1-2,000	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	REMOVE FEE	Electrical permits no longer handled through Town
ELECTRICAL PERMIT FEES	Electrical Permit Fee – Commercial – Total Valuation 2,001 and above	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	REMOVE FEE	Electrical permits no longer handled through Town
ELECTRICAL PERMIT FEES	Electrical Permit Fee - Mobile home and travel trailer parks	15% above the fees established by the State Electrical Board	15% above the fees established by the State Electrical Board	REMOVE FEE	Electrical permits no longer handled through Town
ELECTRICAL PERMIT FEES	Electrical Temporary power permits	\$ 57.50	\$ 57.50	REMOVE FEE	Electrical permits no longer handled through Town
ELEVATOR PERMIT FEES	Reinspection fees	\$1,000 per unit	\$1,000 per unit	NO CHANGE	
INSPECTIONS	Reinspection fees	\$50/Hour (Minimum 1 hour)	\$100/Hour (Minimum 1 hour)	FEE CHANGE	To be more aligned with other municipalities. Comparisons: Vail = \$105, Avon = \$100, Eagle County = \$100
INSPECTIONS	Inspections for which no fee is specifically indicated	\$50/Hour (Minimum 1 hour)	\$50/Hour (Minimum 1 hour)	NO CHANGE	
INSPECTIONS	Special Inspection/Inspections outside of normal business hours 8am-5pm	\$100/Hour (Minimum 2 Hours)	\$100/Hour (Minimum 2 Hours)	TITLE CHANGE	if someone requests an inspection that is out of the scope of the list of inspections such as, additional walkthroughs or inspections not part of a permit, OR requested inspections before 8 or after 5
MANUFACTURED/MOBILE HOME PERMIT FEES	Single-wide Mobile Home	\$ 200.00	\$ 200.00	NO CHANGE	
MANUFACTURED/MOBILE HOME PERMIT FEES	Double-wide Mobile Home	\$ 300.00	\$ 300.00	NO CHANGE	
MANUFACTURED/MOBILE HOME PERMIT FEES	Factory Built/Manufactured Home Double Unit	\$ 500.00	\$ 500.00	NO CHANGE	
MANUFACTURED/MOBILE HOME PERMIT FEES	Factory Build/Manufactured Home Triple Unit	\$ 800.00	\$ 800.00	NO CHANGE	

EXHIBIT A

BUILDING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 1-2,000	\$ 65.00	\$ 65.00	NO CHANGE	
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 2,001-25,000	\$65 for the first 2,000 plus \$22 for each additional 1,000 of fraction thereof up to 25,000	\$65 for the first 2,000 plus \$22 for each additional 1,000 of fraction thereof up to 25,000	NO CHANGE	
MECHANICAL PERMIT FEES	Mechanical Permit Fee Total Valuation 25,001 or more	\$571 for the first 25,000 plus \$11 for each additional 1,000 or fraction thereof	\$571 for the first 25,000 plus \$11 for each additional 1,000 or fraction thereof	NO CHANGE	
MECHANICAL PERMIT FEES	HVAC Replacement Permit Fee	\$ 65.00	\$75 + Use Tax + Permit Issuance Fee	TITLE CHANGE FEE CHANGE	we would like to raise the fee by \$10 for rising inflation and add the (+ use tax + permit issuance fee) to let contractors know the permit is not just a flat fee of \$75 as the wording has caused confusion in the past
PERMIT ISSUE/TRANSFER	Permit issuance or transfer (Issuance fee does not apply for Electrical Permits)	\$ 25.00	\$ 25.00	NO CHANGE	
PLAN REVIEW	Repetitive Plan Check Fee - Residential (multi-family)	\$75/Hour (Minimum 4 Hours)	\$75/Hour (Minimum 4 Hours)	NO CHANGE	
PLAN REVIEW	Repetitive Plan Check Fee - Commercial/Industrial/Mixed Use	\$75/Hour (Minimum 5 Hours)	\$75/Hour (Minimum 5 Hours)	NO CHANGE	
PLAN REVIEW	Additional Plan Review required by Changes, Additions, Revisions	\$75/Hour (Minimum 1 Hour)	\$75/Hour (Minimum 1 Hour)	NO CHANGE	
PLAN REVIEW	Plan Check Fee	65% of the amount of the Building Permit Fee	65% of the amount of the Building Permit Fee	NO CHANGE	
PLAN REVIEW	Use of an Outside Consultant for plan check and/or inspection	Actual Costs	Actual Costs	NO CHANGE	
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 1-2,000	\$ 65.00	\$ 65.00	NO CHANGE	
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 2,001-25,000	\$65 for the first 2,000 plus \$22 for each additional 1,000 of fraction thereof up to 25,000	\$65 for the first 2,000 plus \$22 for each additional 1,000 of fraction thereof up to 25,000	NO CHANGE	
PLUMBING PERMIT FEES	Plumbing Permit Fee Total Valuation 25,001 or more	\$571 for the first 25,000 plus \$11 for each additional 1,000 or fraction thereof	\$571 for the first 25,000 plus \$11 for each additional 1,000 or fraction thereof	NO CHANGE	
PLUMBING PERMIT FEES	Replacement of existing hot water heater	\$ 65.00	\$ 65.00	NO CHANGE	
PLUMBING PERMIT FEES	Irrigation Permit Fee		\$ 100.00	NEW FEE	fee for irrigation permit/plan review/inspections for more than one department
PV SOLAR PERMIT FEES	Residential PV Installation -	\$ 250.00	\$ 250.00	REMOVE FEE	Electrical permits no longer handled through Town

EXHIBIT A

BUILDING DEPARTMENT FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
PV SOLAR PERMIT FEES	Commercial PV Installation -	\$ 500.00	\$ 500.00	REMOVE FEE	Electrical permits no longer handled through Town
WATER METER FEES	Water Meter Fees - 1" Service	\$ 990.00	Move to Public Works tab	REMOVE FEE	Move to Public Works tab
WATER METER FEES	Water Meter Fees - ¾" Service	\$ 960.00	Move to Public Works tab	REMOVE FEE	Move to Public Works tab
WATER METER FEES	Water Meter Fees - Greater than 1" Service	Meter and all items associated with installation of meters larger than 1" - actual cost x 2	Move to Public Works tab	REMOVE FEE	Move to Public Works tab
PLANT INVESTMENT FEE-WATER	Water Per Equivalent Residential Unit (EQR) In Town	\$ 14,936.95	Move to Public Works tab	REMOVE FEE	Move to Public Works tab
PLANT INVESTMENT FEE-WATER	Water Per Equivalent Residential Unit (EQR) Out of Town	\$ 22,405.41	Move to Public Works tab	REMOVE FEE	Move to Public Works tab
PLANT INVESTMENT FEE-SEWER	Sewer - Per Equivalent Residential Unit (1.0 EQR)	\$ 10,000.00	Move to Public Works tab	REMOVE FEE	Move to Public Works tab

EXHIBIT A

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
MOBILE VENDING PERMIT	Mobile Vending Permit Fee	\$ 250.00	\$ 250.00	NO CHANGE	
SHORT-TERM RENTAL FEES	Short-Term Rental Registration Fees	\$ -	\$ -	NO CHANGE	
FIRE IMPACT FEES	Residential - Single Family (per unit)	\$ 2,712.00	\$ 2,712.00	FEE CHANGE MAY OCCUR IN FEBRUARY 2025	Per the Town Code, Fire Impact fees are adjusted annually by CPI. GEFPD uses Denver-Aurora-Lakewood Consumer Price Index (CPI) for the 2nd half of each year for this adjustment (i.e. 2025 CPI increases will be based on the annual CPI increase from January 2024 through December 2024). Since CPI information is not yet available at this time, Staff will bring fire impact fees back for an amendment in February 2025 if received from GEFPD.FEE CHANGE MAY OCCUR IN FEBRUARY 2025
FIRE IMPACT FEES	Residential - Multi family (per unit)	\$ 1,528.00	\$ 1,528.00	FEE CHANGE MAY OCCUR IN FEBRUARY 2025	
FIRE IMPACT FEES	Nonresidential, except temporary & extended stay lodging facilities (per 1,000sqft)	\$ 999.00	\$ 999.00	FEE CHANGE MAY OCCUR IN FEBRUARY 2025	
FIRE IMPACT FEES	Temporary & extended stay lodging facilities (per 1,000sqft)	\$ 999.00	\$ 999.00	FEE CHANGE MAY OCCUR IN FEBRUARY 2025	
PUBLIC SAFETY IMPACT FEE	Impact fee per dwelling unit for residential land use	\$ 1,608.18	\$ 1,638.74	FEE CHANGE	1.9% CPI increase. Per the municipal code (4.13.250) the public safety impact fee shall be adjusted annually for inflation based on Denver-Aurora-Lakewood CPI. The Town uses the 1st half of the year method for all CPI increases to our fees (i.e. 2025 CPI increases are based on the annual CPI increase from July 2023 through June 2024).
PUBLIC SAFETY IMPACT FEE	Impact fee for commercial land use	\$0.38 / square foot	\$0.39 / square foot	FEE CHANGE	1.9% CPI increase. Per the municipal code (4.13.250) the public safety impact fee shall be adjusted annually for inflation based on Denver-Aurora-Lakewood CPI. The Town uses the 1st half of the year method for all CPI increases to our fees (i.e. 2025 CPI increases are based on the annual CPI increase from July 2023 through June 2024).
*** Land use application fees not applicable when planning consultant process applications, planning consultant fees will be passed through to applicant via reimbursable agreement ***					
LAND USE APPLICATION FEES	Annexation and Initial Zoning (Non PUD <2 acres)	\$1,500 + Deposit of 20% of estimated passthrough costs	\$1,500 + Deposit of \$2,000	FEE CHANGE	Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code)
LAND USE APPLICATION FEES	Annexation and Initial Zoning (Non PUD >2 acres)	\$2,500 + Deposit of 20% of estimated passthrough costs	\$2,500 + Reimbursement Agreement	FEE CHANGE	Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code)
LAND USE APPLICATION FEES	Annexation and Initial Zoning (PUD any size)	\$2,500 + Deposit of 20% of estimated passthrough costs	\$2,500 + Fee for PUD Concept Plan + Reimbursement Agreement	FEE CHANGE	Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code)

EXHIBIT A

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
LAND USE APPLICATION FEES	Amendment to Annexation Agreement (non PUD any size)		\$750 + Reimbursement Agreement	NEW FEE	While technically not a type of land use application, ADA Amendments are currently not charged and the Town is utilizing significant resources on these. Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code)
LAND USE APPLICATION FEES	Amendment to Annexation Agreement (PUD any size)		\$1,250 + Reimbursement Agreement	NEW FEE	While technically not a type of land use application, ADA Amendments are currently not charged and the Town is utilizing significant resources on these. Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code)
LAND USE APPLICATION FEES	Rezoning Application Fee	\$600 + \$600 Deposit	\$900 + \$900 Deposit	FEE CHANGE	This permit covers the review costs for a Rezoning multiple properties (single properties are generally not eligible) We are proposing to remove Amendment to Zone District Regulations (this is not a type of application) but move those fees to Rezoning as a Rezoning is an application that amends zone district regulations. Comparison Town of Vail = \$1300 (For Rezoning/Change in District Boundaries / Zoning Code Amendments / Comprehensive Plan Amendments)
LAND USE APPLICATION FEES	Amendment to Zone District Regulations	\$900 + \$900 Deposit	\$900 + \$900 Deposit	REMOVE FEE	Incorporated into "Rezoning Application Fee"
LAND USE APPLICATION FEES	Zoning Variance	\$ 500.00	\$1000 + Deposit of \$500	FEE CHANGE	This application type covers the planning review costs for a Zoning Variance Covers initial staff time (Comparison Town of Avon = \$1000)
LAND USE APPLICATION FEES	Sub-Area Plan/Comprehensive Plan Exception or Amendment	\$2,000 + Deposit of 20% of estimated passthrough costs	\$2000 + Deposit of \$400	TITLE CHANGE FEE CHANGE	Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code)

EXHIBIT A

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
LAND USE APPLICATION FEES	PUD Concept Plan	\$1,500 + Deposit of 20% of estimated passthrough costs	\$1650 + Reimbursement Agreement (or \$1400)	TITLE CHANGE FEE CHANGE	Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code) Showing fee increase of 10%, significant planning staff time is required for initial planning phases of PUD's
LAND USE APPLICATION FEES	PUD Final Plan	\$2,000 + Deposit of 20% of estimated passthrough costs	\$2200 + Reimbursement Agreement (or \$2400)	TITLE CHANGE FEE CHANGE	Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code) Showing fee increase of 10%, significant planning staff time is required for initial planning phases of PUD's (these fees are likely insufficient)
LAND USE APPLICATION FEES	PUD Minor Amendment	\$500 + Deposit of 20% of estimated passthrough costs	\$550 + Deposit of \$600	TITLE CHANGE FEE CHANGE	Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code)
LAND USE APPLICATION FEES	PUD Major Amendment	\$1,500 + Deposit of 20% of estimated passthrough costs	\$1650 + Deposit of \$1000	FEE CHANGE	Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code)
LAND USE APPLICATION FEES	Subdivision - Sketch Plan	\$500 Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs	\$500 Plus \$25 per Lot + Deposit of \$600	FEE CHANGE	Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code)
LAND USE APPLICATION FEES	Subdivision - Preliminary Plan	\$800 Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs	\$2000 + Deposit of \$1,400	FEE CHANGE	Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code). This costs covers the costs of a subdivision final plat review. Comparisons: Minturn = \$1500 plus \$25/lot + \$5000 Deposit Eagle County = \$2625 Glenwood Springs = \$2040

EXHIBIT A

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
LAND USE APPLICATION FEES	Subdivision - Final Plat	\$800 Plus \$25 per Lot + Deposit of 20% of estimated passthrough costs	\$1,600 + Deposit of \$600	FEE CHANGE	Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code) Comparisons: Summit = \$5420 + \$240 per lot shown on plat Town of Avon = \$1350 Eagle County = \$840 + \$100 per dwelling unit
LAND USE APPLICATION FEES	Subdivision - Lot Line Adjustment	\$450 + \$ 600 Deposit	\$450 + \$ 600 Deposit	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Condominium/Townhouse Plat	\$450 + Deposit of 20% of estimated passthrough costs	\$450 + Deposit of \$400	FEE CHANGE	Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code)
LAND USE APPLICATION FEES	Subdivision – Minor	\$650 + \$600 Deposit	\$650 + \$600 Deposit	NO CHANGE	
LAND USE APPLICATION FEES	Subdivision - Combination Sketch Plan/Prelim Plan	Listed fees with 15% discount + 20% of estimated passthrough costs	Listed fees with 15% discount + Deposit of \$1400	FEE CHANGE	Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code)
LAND USE APPLICATION FEES	Subdivision - Combination Prelim/Final Plat	Listed fees with 15% discount + deposit of 20% of estimated passthrough costs	Listed fees with 15% discount + deposit of \$1400	FEE CHANGE	Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code)
LAND USE APPLICATION FEES	Special Use Permit	\$600 + \$600 Deposit	\$800 + Deposit of \$600	FEE CHANGE	Special Use Permits have a full Public Hearing process, current fees do not cover planning time, this needs to be more than a Conditional Use Permit Comparisons: Glenwood Springs = \$800 Avon = \$750 + staff hourly time
LAND USE APPLICATION FEES	Special Use Permit – Amendment	\$ 350	\$350 + \$200 Deposit	FEE CHANGE	
LAND USE APPLICATION FEES	Conditional Use Permit	\$ 650	\$650 + Deposit of \$450	FEE CHANGE	This permit covers the review costs for a Conditional use permit, which should be less than for a Special Use Permit, because of only PZ Public Hearing Comparisons: Minturn = \$800 Vail = \$650 Steamboat Springs = \$1575

EXHIBIT A

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
LAND USE APPLICATION FEES	Administrative Use Permit	\$ 250	\$250 + Deposit of \$150	FEE CHANGE	This application type has a noticing requirement. Adding Deposit to reflect. Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code)
LAND USE APPLICATION FEES	Minor Use Permit	\$ 100	\$ 250	FEE CHANGE	Increased to align with Administrative Use Permit, which is similar in terms of staff review
LAND USE APPLICATION FEES	Sign Permit	\$ 100	\$ 100	NO CHANGE	
LAND USE APPLICATION FEES	Sign Permit - Comprehensive sign program	\$ 100	\$ 150	FEE CHANGE	Comparison: Steamboat Springs = \$150 (up to 4 signs)
LAND USE APPLICATION FEES	Design Variance - non DP or Subdivision	\$ 300	\$ 300	NO CHANGE	
LAND USE APPLICATION FEES	Administrative Adjustment		\$ 100	NEW FEE	Concurrent application - to be reviewed w/CUP, SUP, Dev. Plan, Admin Permit or Building Permit Comparison Glenwood Springs = \$220 (Adjustment/Alternative Compliance)
LAND USE APPLICATION FEES	Wireless Communication Facility (WCF)				
LAND USE APPLICATION FEES	Administrative Approval Fee	\$ 450	\$ 450	NO CHANGE	
LAND USE APPLICATION FEES	Address Change Fee	\$ 25	\$ 25	NO CHANGE	
LAND USE APPLICATION FEES	Planner - Hourly Rate	\$ 60	\$ 60	NO CHANGE	
LAND USE APPLICATION FEES	Development Plan/Permit - Minor	\$1,000 + Deposit of 20% of estimated passthrough costs	\$1100 + Deposit of \$240	TITLE CHANGE FEE CHANGE	Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code) Comparisons: Avon = \$250 + staff hourly time Vail = \$1500
LAND USE APPLICATION FEES	Development Plan/Permit - Major	\$2,000 + Deposit of 20% of estimated passthrough costs	\$2200 + Deposit of \$600	TITLE CHANGE FEE CHANGE	Code no longer supports 20% deposit. Updated deposits are calculated by previous average deposit amounts for that type of application (based off of the 20% in line with the code) Comparisons: Avon = \$1500 (inside Town Core) + staff hourly time / \$750 (outside Town Core) + staff hourly time Vail = \$6000

EXHIBIT A

PLANNING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
LAND USE APPLICATION FEES	Development Plan Extension / Amendment to a Development Plant/Agreement		20% of Application Fee	NEW FEE	Comparisons: Steamboat Springs resubmittal = 50% of Application Fee Avon = 50% of Application Fee
LAND USE APPLICATION FEES	Vacation of Easement or Right of Way	\$ 750	\$750 + Deposit of \$350	FEE CHANGE	This application should cover both planning and public works review fees
LAND USE APPLICATION FEES	Encroachment Permit	\$ 250	\$ 250	NO CHANGE	
LAND USE APPLICATION FEES	An Appeal of a Planning Decision	Original application fee (No Deposit)	Original application fee (No Deposit)	NO CHANGE	
LAND USE APPLICATION FEES	Parking Plan (stand alone)		\$200	NEW FEE	Covers the cost of review of a stand alone parking plan submittal, complex Code standards for Parking = more staff time
LAND USE APPLICATION FEES	Landscape Plan (stand alone)		\$100	NEW FEE	Covers the cost of review of a stand alone landscape plan submittal, Code standards are simple for landscaping
LAND USE APPLICATION FEES	Lighting Plan (stand alone)		\$150	NEW FEE	Covers the cost of review of a stand alone lighting plan submittal, middle of the road Code standards for lighting
LAND USE APPLICATION FEES	LERP Plan (stand alone)		\$100	NEW FEE	Covers the cost of review of a stand alone LERP plan submittal
PARKING FEE IN-LIEU	Parking Fee In-Lieu (Operating)	\$7,000 / Parking Space within the Parking Fee In-Lieu Program Boundary	\$7,672 / Parking Space within the Parking Fee In-Lieu Program Boundary	FEE CHANGE	Code specifies that the amount will be updated yearly based on CCI (Construction Cost Index) CDOT specifies an increase of 9.6% this year
PARKING FEE IN-LIEU	Parking Fee In-Lieu (Capital)	\$16,100 / Parking Space within the Parking Fee In-Lieu Program Boundary	\$17,645 / Parking Space within the Parking Fee In-Lieu Program Boundary	FEE CHANGE	Code specifies that the amount will be updated yearly based on CCI (Construction Cost Index) CDOT specifies an increase of 9.6% this year
STREET IMPROVEMENT FEES	Residential single family	\$1,016 per dwelling unit	\$1,016 per dwelling unit	NO CHANGE	
STREET IMPROVEMENT FEES	Residential multifamily	\$646 per dwelling unit	\$646 per dwelling unit	NO CHANGE	
STREET IMPROVEMENT FEES	Bank	\$7,634 per 1,000 sf	\$7,634 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Convenience Store w gas	\$10,309 per 1,000 sf	\$10,309 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	High turnover sit down restaurant	\$3,613 per 1,000 sf	\$3,613 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Fast food restaurant	\$13,681 per 1,000 sf	\$13,681 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Industrial	\$194 per 1,000 sf	\$194 per 1,000 sf	NO CHANGE	
STREET IMPROVEMENT FEES	Commercial General	\$1,016 per 1,000 sf	\$1,016 per 1,000 sf	NO CHANGE	

EXHIBIT A

ENGINEERING DEPARTMENT FEES

FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
ENGINEERING DEPARTMENT	Engineer - Hourly Rate	\$ 60	\$ 60	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 50 cubic yards or less	\$ 65	\$ 65	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 51-100 cubic yards	\$65 for the first 50 cy plus \$15.00 for each add 'l 10 cy or fraction thereof	\$65 for the first 50 cy plus \$15.00 for each add 'l 10 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 101-1,000 cubic yards	\$140 for the first 1,000 cy plus \$10.50 for each add 'l 100 cy or fraction thereof	\$140 for the first 1,000 cy plus \$10.50 for each add 'l 100 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 1,001-10,000 cubic yards	\$234.50 for the first 1,000 cy plus \$9.00 for each add 'l 1,000 cy or fraction thereof	\$234.50 for the first 1,000 cy plus \$9.00 for each add 'l 1,000 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 10,001-100,000 cubic yards	\$315.50 for the first 10,000 cy plus \$40.50 for each add 'l 10,000 cy or fraction thereof	\$315.50 for the first 10,000 cy plus \$40.50 for each add 'l 10,000 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Permit Fee - 100,001 cubic yards or more	\$680 for the first 100,000 cy plus \$22.50 for each add 'l 10,000 cy or fraction thereof	\$680 for the first 100,000 cy plus \$22.50 for each add 'l 10,000 cy or fraction thereof	NO CHANGE	
GRADING PERMIT FEES	Grading Plan Review Fee	Town Engineer Hourly Rate (Minimum 2 Hours)	Town Engineer Hourly Rate (Minimum 2 Hours)	NO CHANGE	

EXHIBIT A

PUBLIC WORKS DEPARTMENT

FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
PUBLIC WORKS	Door Tag – Water Notice Shut Off	\$ 25.00	\$ 25.00	NO CHANGE	
PUBLIC WORKS	Meter Check Service Fee	75.00 (Hourly)	75.00 (Hourly)	NO CHANGE	
PUBLIC WORKS	Meter Check Service Fee – After Hours/Holidays	150.00 (Hourly)	150.00 (Hourly)	NO CHANGE	
PUBLIC WORKS	Public Works Engineer - Hourly Rate	\$85-\$90	\$85-\$90	NO CHANGE	
PUBLIC WORKS	Water Shut Off/Turn On After Hours/Holidays	\$ 150.00	\$ 150.00	NO CHANGE	
PUBLIC WORKS	Backflow Device Inspection Fee	75.00 (Hourly)	75.00 (Hourly)	NO CHANGE	
PUBLIC WORKS	Right of Way Construction Permit	\$ 150.00	\$ 150.00	NO CHANGE	
PUBLIC WORKS	Road Cut Permit Annual	\$ 300.00	\$ 300.00	NO CHANGE	
PUBLIC WORKS	Road Cut Permit One Time	\$ 100.00	\$ 100.00	NO CHANGE	
PUBLIC WORKS	Water Shut Off/Turn On	\$ 75.00	\$ 75.00	NO CHANGE	
PUBLIC WORKS	Non-Operational Meter	\$100/month	\$100/month	NO CHANGE	
PUBLIC WORKS	Yard Waste Fee (per month)	\$ 2.00	\$ 2.00	NO CHANGE	
PUBLIC WORKS	Water Fill Station (Base Fee)	\$ 50.00	\$ 50.00	TITLE CHANGE	
PUBLIC WORKS	Water Fill Station Usage Rate	\$4.77/1,000 gallons	Current "Out of Town Non-Residential Commercial & Mixed Use base fee (per unit)" Schedule within Utility Fees	TITLE CHANGE FEE CHANGE	Updated so it is clear this is not a static charge, but dependent on annually updated rates
PUBLIC WORKS	Excavation Permit One Time	\$ 50.00	\$ 50.00	NO CHANGE	
PUBLIC WORKS	Excavation Permit Annual	\$ 150.00	\$ 150.00	NO CHANGE	
PUBLIC WORKS	Backflow Assembly Test	\$ 400.00	\$ 400.00	NO CHANGE	
PUBLIC WORKS	Backflow Assembly - Not Compliant	\$ 400.00	\$400 / month	FEE CHANGE	Updated so it is clear this is a monthly charge until compliant
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Public Works Employee Labor - Not For Public	\$38/Hour	\$38/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Tandem Dump Truck -Not For Public	\$70/Hour	\$70/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Backhoe -Not For Public	\$50/Hour	\$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Tool Cat -Not For Public	\$50/Hour	\$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Loader -Not For Public	\$60/Hour	\$60/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Street Sweeper -Not For Public	\$120/Hour	\$120/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Skid Steer -Not For Public	\$50/Hour	\$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Motor Grader -Not For Public	\$65/Hour	\$65/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Lift Truck -Not For Public	\$115/Hour	\$115/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Boom Mower Tractor/Mowing -Not For Public	\$50/Hour	\$50/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	ATV -Not For Public	\$13.20/Hour	\$13.20/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Flushing Trailer/Flushing Skid -Not For Public	\$90/Hour	\$90/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Pickup Truck/4x4 Vehicle -Not For Public	\$20.80/Hour	\$20.80/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Water Pump/Trash Pump -Not For Public	\$27.10/Hour	\$27.10/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Chainsaw + Employee Rate -Not For Public	\$3.45 + \$38/Hour	\$3.45 + \$38/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Demo Saw + Employee Rate -Not For Public	\$7.20 + \$38/Hour	\$7.20 + \$38/Hour	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Air Compressor -Not For Public	\$104/Day	\$104/Day	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Traffic Cones -Not For Public	\$1.25/Cone	\$1.25/Cone	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Type 2 barricades -Not For Public	\$2.00/Barricade	\$2.00/Barricade	NO CHANGE	

EXHIBIT A

PUBLIC WORKS DEPARTMENT

FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Type 3 barricades -Not For Public	\$2.75/Barricade	\$2.75/Barricade	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Traffic Barrels -Not For Public	\$2.50/Barrel	\$2.50/Barrel	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Additional signage -Not For Public	\$1.50 /Sign	\$1.50 /Sign	NO CHANGE	
PUBLIC WORKS-FOR EMERGENCY RESPONSE	Variable Message Sign -Not For Public	\$220/Day	\$220/Day	NO CHANGE	
WATER METER FEES	Water Meter Fees - 1" Service	\$ 990.00	\$ 990.00	MOVED FEE	Moved from Building Department
WATER METER FEES	Water Meter Fees - ¾" Service	\$ 960.00	\$ 960.00	MOVED FEE	Moved from Building Department
WATER METER FEES	Water Meter Fees - Greater than 1" Service	Meter and all items associated with installation of meters larger than 1" - actual cost x 2		REMOVE FEE	Separating out into 2 difference fees below to delineate between 2" and greater than 2" meters
WATER METER FEES	Water Meter Fees - 2" Service	Meter and all items associated with insallation of meters larger than 2" - actual cost x 2	\$ 1,766.00	NEW FEE	This used to be part of the below (Water Meter Fees - Greater than 2"). This is now separated out to provide better cost-visibility to customers
WATER METER FEES	Water Meter Fees - Greater than 2" Service	Meter and all items associated with insallation of meters larger than 2" - actual cost x 2	Meter and all items associated with insallation of meters larger than 2" - actual cost x 2	NEW FEE	Updated from >1" to >2" and separated out 2" onto its own line for clarity/visibility
PLANT INVESTMENT FEE-WATER	Water Per Equivalent Residential Unit (EQR) In Town	\$ 14,936.95	\$ 15,385.06	MOVED FEE FEE CHANGE	Moved from Building Department 3% ongoing annual increase per water rate model approved in 2018
PLANT INVESTMENT FEE-WATER	Water Per Equivalent Residential Unit (EQR) Out of Town	\$ 22,405.41	\$ 23,077.58	MOVED FEE FEE CHANGE	Moved from Building Department 3% ongoing annual increase per water rate model approved in 2018
PLANT INVESTMENT FEE-SEWER	Sewer - Per Equivalent Residential Unit (1.0 EQR)	\$ 10,000.00	\$ 10,000.00	MOVED FEE	Moved from Building Department

EXHIBIT A

UTILITY FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
WATER FUND FEE	Rate Class Monthly Base Fees & Usage Block (gal) Charge per 1,000 gal				3% ongoing annual increase per water rate model approved in 2018 for base and tier usage rates. No increase for surcharge rates per rate model.
WATER FUND FEE	Residential without accessory dwelling unit base fee	\$ 40.91	\$ 42.14	FEE CHANGE	
WATER FUND FEE	0-6,000	\$ 3.48	\$ 3.59	FEE CHANGE	
WATER FUND FEE	6,001-17,000	\$ 7.67	\$ 7.90	FEE CHANGE	
WATER FUND FEE	17,001-28,000	\$ 11.51	\$ 11.85	FEE CHANGE	
WATER FUND FEE	28,000 +	\$ 17.25	\$ 17.77	FEE CHANGE	
WATER FUND FEE	Residential with accessory dwelling unit base fee	\$ 51.32	\$ 52.86	FEE CHANGE	
WATER FUND FEE	0-8,000	\$ 3.48	\$ 3.59	FEE CHANGE	
WATER FUND FEE	8,001-17,000	\$ 7.67	\$ 7.90	FEE CHANGE	
WATER FUND FEE	17,001-28,000	\$ 11.51	\$ 11.85	FEE CHANGE	
WATER FUND FEE	28,000 +	\$ 17.25	\$ 17.77	FEE CHANGE	
WATER FUND FEE	Non-Residential Commercial & Mixed Use Base Fee (per unit)	\$ 40.91	\$ 42.14	FEE CHANGE	
WATER FUND FEE	0-6,000	\$ 3.48	\$ 3.59	FEE CHANGE	
WATER FUND FEE	6,000 +	\$ 7.67	\$ 7.90	FEE CHANGE	
WATER FUND FEE	Non-Residential Government, Schools & Churches base fee (per unit)	\$ 40.91	\$ 42.14	FEE CHANGE	
WATER FUND FEE	0-6,000	\$ 3.48	\$ 3.59	FEE CHANGE	
WATER FUND FEE	6,000 +	\$ 7.67	\$ 7.90	FEE CHANGE	
WATER FUND FEE	Residential/ Non- Residential Compound Meter High Side base fee (per unit)				
WATER FUND FEE	All Usage	\$ 7.67	\$ 7.90	FEE CHANGE	
WATER FUND FEE	Out of Town Residential without accessory dwelling unit base fee	\$ 61.38	\$ 63.22	FEE CHANGE	
WATER FUND FEE	0-6,000	\$ 5.22	\$ 5.38	FEE CHANGE	
WATER FUND FEE	6,001-17,000	\$ 11.46	\$ 11.81	FEE CHANGE	
WATER FUND FEE	17,001-28,000	\$ 17.21	\$ 17.73	FEE CHANGE	
WATER FUND FEE	28,000 +	\$ 25.79	\$ 26.56	FEE CHANGE	
WATER FUND FEE	Out of Town Residential with accessory dwelling unit base fee	\$ 77.03	\$ 79.34	FEE CHANGE	
WATER FUND FEE	0-8,000	\$ 5.22	\$ 5.38	FEE CHANGE	
WATER FUND FEE	8,001-17,000	\$ 11.46	\$ 11.81	FEE CHANGE	
WATER FUND FEE	17,001-28,000	\$ 17.21	\$ 17.73	FEE CHANGE	
WATER FUND FEE	28,000 +	\$ 25.79	\$ 26.56	FEE CHANGE	

EXHIBIT A

UTILITY FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
WATER FUND FEE	Out of Town Non-Residential Commercial & Mixed Use base fee (per unit)	\$ 61.38	\$ 63.22	FEE CHANGE	3% ongoing annual increase per water rate model approved in 2018 for base and tier usage rates. No increase for surcharge rates per rate model.
WATER FUND FEE	0-6,000	\$ 5.22	\$ 5.38	FEE CHANGE	
WATER FUND FEE	6,000 +	\$ 11.46	\$ 11.81	FEE CHANGE	
WATER FUND FEE	Non-Residential Government, Schools & Churches base fee (per unit)	\$ 61.38	\$ 63.22	FEE CHANGE	
WATER FUND FEE	0-6,000	\$ 5.22	\$ 5.38	FEE CHANGE	
WATER FUND FEE	6,000 +	\$ 11.46	\$ 11.81	FEE CHANGE	
WATER FUND FEE	Residential/ Non- Residential Compound Meter High Side base fee(per unit)				
WATER FUND FEE	All Usage	\$ 11.46	\$ 11.81	FEE CHANGE	
WATER FUND FEE	Surcharge Residential (per unit)			NO CHANGE	
WATER FUND FEE	Low Usage - (0 - 4,000 gallons)	\$ 8.15	\$ 8.15	NO CHANGE	
WATER FUND FEE	Average Usage - (4,000 - 14,000)	\$ 12.50	\$ 12.50	NO CHANGE	
WATER FUND FEE	High Usage - (14,000 +)	\$ 17.00	\$ 17.00	NO CHANGE	
WATER FUND FEE	Surcharge Non-Residential (per unit)			NO CHANGE	
WATER FUND FEE	Low Usage - (0 - 4,000 gallons)	\$ 8.15	\$ 8.15	NO CHANGE	
WATER FUND FEE	Average Usage - (4,000 - 46,000)	\$ 12.50	\$ 12.50	NO CHANGE	
WATER FUND FEE	High Usage - (46,000 +)	\$ 17.00	\$ 17.00	NO CHANGE	
WATER FUND FEE	Utility Payment Late Fee (Water/Sewer/Trash)	\$ 5.00	\$ 5.00	NO CHANGE	
WASTE WATER FUND FEE	Residential/Commercial/Mixed Use/Government/Schools - Monthly Sewer Service (per unit)	\$ 67.49	\$ 69.51	FEE CHANGE	3% ongoing annual increase per the 2021 rate study
REFUSE FEE	Residential monthly charges rubbish removal, recycling, and composting base fee	\$ 43.84	\$ 44.67	FEE CHANGE	Proposed increase of 1.9%. This is in accordance with the Town's agreement with Vail Honeywagon. Annual increase should be the lower of CPI or 5%. Current Denver-Aurora-Lakewood area CPI for July 2024 = 1.9%.
REFUSE FEE	Additional trashcan fee per month	\$ 26.25	\$ 26.75	FEE CHANGE	
REFUSE FEE	Additional single stream recycle can fee per month	\$ 10.00	\$ 10.19	FEE CHANGE	
REFUSE FEE	Return Trip Fee: Missed collection due to account holder error	\$ 25.00	\$ 25.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Furniture - couch, sofa, twin or single box springs/mattresses	\$ 15.00	\$ 15.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Furniture - per king/queen mattress or box springs	\$ 20.00	\$ 20.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Appliances - stove, oven, was	\$ 15.00	\$ 15.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Appliances - hot water heater	\$ 30.00	\$ 30.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Carpet: per cubic yard	\$ 18.00	\$ 18.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Construction Materials - per cubic yard	\$ 18.00	\$ 18.00	NO CHANGE	
REFUSE FEE	Extra Trash Charges: Tires (each)	\$ 7.00	\$ 7.00	NO CHANGE	

EXHIBIT A

UTILITY FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
REFUSE FEE	Trash Can - New	\$ 90.00	\$ 90.00	NO CHANGE	
REFUSE FEE	Trash Can - Used	\$ 50.00	\$ 50.00	NO CHANGE	
REFUSE FEE	Recycle Container	\$ 20.00	\$ 20.00	NO CHANGE	
REFUSE FEE	Yardwaste Fee	\$ 2.00	\$ 2.00	NO CHANGE	
REFUSE FEE	Administrative Fee for Refuse Billing	\$ 1.45	\$ 1.45	NO CHANGE	
STORMWATER MANAGEMENT FEE	Residential Monthly Fee	\$ 3.00	\$ 3.00	NO CHANGE	
STORMWATER MANAGEMENT FEE	Commercial Monthly Fee	\$ 6.00	\$ 6.00	NO CHANGE	

EXHIBIT A

BROADBAND FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
	Transport Only to 910Telecom (monthly recurring charge)				
BROADBAND FEE	1 Gbps (subject to capacity availability)	\$ 875.00	\$ 875.00	NO CHANGE	
BROADBAND FEE	5 Gbps (subject to capacity availability)	\$ 3,125.00	\$ 3,125.00	NO CHANGE	
BROADBAND FEE	10 Gbps (subject to capacity availability)	\$ 5,000.00	\$ 5,000.00	NO CHANGE	
BROADBAND FEE	Port fee (monthly recurring charge)	\$ 250.00	\$ 250.00	NO CHANGE	
BROADBAND FEE	Additional port (each)	\$ 500.00	\$ 500.00	NO CHANGE	
BROADBAND FEE	Setup fee (one time)	\$ 2,500.00	\$ 2,500.00	NO CHANGE	
	Quarter rack colocation space				
BROADBAND FEE	Quarter rack colocation space	\$ 1,000.00	\$ 1,000.00	NO CHANGE	
BROADBAND FEE	Setup fee (one time)	\$ 2,500.00	\$ 2,500.00	NO CHANGE	
	Business Internet Service (monthly recurring charge)				
BROADBAND FEE	300 Mbps (subject to capacity availability)	\$ 129.00	\$ 129.00	REMOVE FEE	
BROADBAND FEE	1 Gbps (subject to capacity availability)	\$ 379.00	\$ 379.00	REMOVE FEE	
BROADBAND FEE	650 Mbps Internet only (subject to capacity availability)	\$ 99.00	\$ 99.95	TITLE CHANGE FEE CHANGE	Internet service for businesses not needing traditional business level services (e.g. only needing credit card processing, etc.)
BROADBAND FEE	650 Mbps Business (subject to capacity availability)		\$ 299.95	NEW FEE	Business level Internet with static IP assignment and business SLA
BROADBAND FEE	up to 10 Gbps (subject to capacity availability)	TBD upon Building Audit	TBD upon Building Audit	NO CHANGE	
BROADBAND FEE	Installation 300 Mbps (one time)	\$ 179.00		REMOVE FEE	Incorporated into new Installation section below
BROADBAND FEE	Installation 1Gbps (one time)	\$ 379.00		REMOVE FEE	Incorporated into new Installation section below
	Residential Internet Service (monthly recurring charge)				
BROADBAND FEE	650 Mbps (subject to capacity availability) - In Town	\$ 69.00	\$ 69.95	FEE CHANGE	
BROADBAND FEE	650 Mbps (subject to capacity availability) - Out of Town	\$ 89.00	\$ 89.95	FEE CHANGE	
BROADBAND FEE	Installation Fees			ADDED HEADER	
BROADBAND FEE	Standard Installation	\$ 179.00	\$ 475.00	FEE CHANGE	This is a new 'universal fee' (instead of separate installation fees for Business/Residential). Updated Rate to cover actual installation costs

EXHIBIT A

COURT FEES					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
COURT	Court Cost	\$ 30	\$ 30	NO CHANGE	
COURT	Surcharge - Criminal Violation	\$ 20	\$ 20	NO CHANGE	
COURT	Surcharge - Traffic Code Violation	\$ 10	\$ 10	NO CHANGE	
COURT	Jury Demand Fee	\$ 25	\$ 25	NO CHANGE	
COURT	Witness Fee	\$ 5/day	\$ 5/day	NO CHANGE	
COURT	Juror Fee-Engaged on Jury	\$6/day	\$6/day	NO CHANGE	
COURT	Juror Fee-Attendance on Panel	\$3/day	\$3/day	NO CHANGE	
COURT	Mileage Fees (witnesses and jurors)	\$0.15/mile	\$0.15/mile	NO CHANGE	
COURT	Deferred Judgement Fee	\$ 75	\$ 75	NO CHANGE	
COURT	Deferred Prosecution Fee	\$ 40	\$ 40	NO CHANGE	
COURT	Insurance Dismissal Fee	\$ 10	\$ 10	NO CHANGE	
COURT	Bench Warrant Fee	\$ 50	\$ 50	NO CHANGE	
COURT	Incarceration Fee	Amount equal to sum charged to the Town by the County for incarceration	Amount equal to sum charged to the Town by the County for incarceration	NO CHANGE	
COURT	Charitable Contribution	\$ 5	\$ 5	NO CHANGE	
COURT	Collections Administration Fee	\$ 50	\$ 50	NO CHANGE	
COURT	Stay of Execution Fee	\$ 25	\$ 25	NO CHANGE	
COURT	Non-Resident Violator Compliance Fee	\$ 30	\$ 30	NO CHANGE	
COURT	Outstanding Judgment Warrant Fee	\$ 30	\$ 30	NO CHANGE	
COURT	Record Sealing Fee	\$ 65	\$ 65	NO CHANGE	
COURT	Notice of Appeal	\$200.00 deposit + actual cost of transcription	\$200.00 deposit + actual cost of transcription	NO CHANGE	
COURT	Transcript Copies for Appeals	\$0.50 per page	\$0.50 per page	NO CHANGE	

EXHIBIT A

POLICE DEPARTMENT					
FEE TYPE	FEE TITLE	2024 FEE	2025 PROPOSED FEE	FEE CHANGE	REASONING FOR CHANGE
POLICE DEPARTMENT	Abandoned Vehicle Administration Fee	\$ -	\$ 100.00	FEE CHANGE	Covers cost of state research To be assessed after vehicle is impounded and abandoned vehicle investigation is deemed necessary
POLICE DEPARTMENT	Nuisance Alarm Fee	50-150	\$ 150.00	FEE CHANGE	Removed Range
POLICE DEPARTMENT	VIN Inspection Fee	\$ 15.00	\$ 15.00	NO CHANGE	
POLICE DEPARTMENT	Initial Sex Offender Registration	\$ 75.00	\$ 75.00	NO CHANGE	
POLICE DEPARTMENT	Sex Offender Annual Registration	\$ 25.00	\$ 25.00	NO CHANGE	
POLICE DEPARTMENT	Sex Offender Information Update	\$ -	\$ -	NO CHANGE	
POLICE DEPARTMENT	Sex Offender Quarterly Registration	\$ 25.00	\$ 25.00	NO CHANGE	
POLICE DEPARTMENT	Police Report Digital Evidence Disc Fee	\$ 5.00	\$ 5.00	NO CHANGE	
POLICE DEPARTMENT	Police Report Digital Evidence Flash Drive	8GB-\$3.00 per flash drive 32GB-\$5.00 per flash drive 1TB-\$20.00 per flash drive	8GB-\$5.00 per flash drive 32GB-\$8.00 per flash drive 1TB-\$85.00 per flash drive	FEE CHANGE	Updated to reflect current cost of digital media storage devices. Prices are cost, without markup. 8gb @ \$5, 32gb @ \$8, 1tb @ \$85
POLICE DEPARTMENT	Police Report Fee	\$5.00 for first 10 pages \$0.25 per additional page	\$0.25 per page	FEE CHANGE	Reduction from initial \$5/first 10 pages. Reflects actual cost and aligns with CORA requirement.
POLICE DEPARTMENT	Police Report Research Fee (per hour, first hour free)	\$ 33.58	\$41.37 / hour	FEE CHANGE	Assessed after initial first free hour. Covers employee research cost after first hour free. \$41.37/hour based on CORA.
POLICE DEPARTMENT	Sex Offender De- Registration	\$ -	\$ -	NO CHANGE	
POLICE DEPARTMENT	Video Editing / Redaction / Research Fee	\$33.58 / hour	\$41.37 / hour	FEE CHANGE TITLE CHANGE	Assessed after initial first free hour. Covers employee research cost after first hour free. \$41.37/hour based on CORA.
POLICE DEPARTMENT	Extra Duty Officer Fee	Officer: \$80/hr Supervisor: \$85/hr (Supervisor rate only charged if the size of the event requires a supervisor)	Officer Rate: \$110/hr Officer Pay: \$98/hr Supervisor: \$135/hr Supervisor Pay: \$120/hr (Supervisor rate only charged if the size of the event requires a supervisor)	FEE CHANGE	Officer \$110/hour. Supervisor \$135/hour - (an approximately 11% admin fee will be removed before pay to officer/supervisor.) Aligns with all Eagle County agencies to provide fair and equitable pay to employee's, including outside agencies, working a TOE event.



To: Mayor and Town Council

From: Lynette Horan, HR Manager
Larry Pardee, Town Manager

Date: January 14, 2025

Agenda Item: Future Town Attorney Services

REQUEST:

The Town of Eagle seeks to evaluate its legal service needs. We request the Council's input and feedback on the following options:

1. Stay the course with our current provider, HPWC.
2. Send an RFP for New Town Attorney legal services.
3. Consider hiring an in-house attorney.

INTRODUCTION:

The Town has partnered with Hoffman Parker Wilson & Carberry (HPWC) for six years as our contracted legal service provider. As we look ahead, it is an opportune time to reassess whether the existing structure continues to meet our needs or whether a shift to a different model—either go out to an RFP process to consider a new firm or consider a full-time in-house legal counsel—would better align with the Town's strategic priorities our fiduciary responsibilities and the Town organizational culture.

BACKGROUND:

Before 2018, the Town of Eagle's legal representation was managed by Ed Sands Law, a smaller firm. In September 2018, following an RFP process, the Town decided to separate the roles of Town Attorney and Prosecutor, selecting HPWC to provide specialized legal expertise and resources to support the Town's evolving priorities.

Over the past two years, however, the Town has experienced increased legal costs. Additionally, the reassignment of the primary Town Attorney within HPWC has presented challenges, including reduced continuity in service and higher expenses stemming from duplicated oversight. Compounding these issues is a growing volume of development applications, further strained resources.

The following key considerations have been identified for the Council's evaluation of our current legal services:

- How effective is the current contract with HPWC?
- What aspects of HPWC's support are working well?
- What adjustments, if any, are needed in our working relationship with HPWC?

Analysis of the (3) Options:

1) Current Firm (HPWC):

Advantages

- Access to specialized expertise in CORA compliance, contracts, real estate development, and Human Resource needs.
- Capacity to manage a high volume of legal work across diverse projects.

Challenges

- The departure of key attorney Matt Mire has reduced personalized service.

- Persistent challenges with monthly and annual invoicing processes.
- Increased oversight and duplicative efforts have driven up costs.
- Town staff often drafts initial documents to save time and reduce expenses, only for these drafts to be reworked by HPWC, sometimes for non-legal reasons.
- Limited availability for day-to-day staff needs.
- There are inherent delays in customer service due to extended review cycles. For example, applicants must wait through multiple rounds of review and edits on agreements, prolonging project timelines by weeks or months before reaching Planning & Zoning or Town Council discussions.

2) New Consulting Services via Request for Proposals (RFP):

- Potential Advantages:
 - Similar access to specialized legal expertise as HPWC.
 - Potentially greater capacity for timely legal support.
 - A new firm potentially has more legal capacity and timely support for staff process requirements.
- Challenges:
 - External firms may not prioritize Town projects.
 - Off-site availability could lead to delays and reduced efficiency.
 - Lack of alignment with the Town's organizational culture and workforce initiatives.
 - There are inherent delays in customer service due to extended review cycles.

3) To Consider an In-House Town Attorney:

- Advantages:
 - Dedicated and prioritized service for all Town projects.
 - On-site availability improves efficiency and enhances staff support.
 - The opportunity to fully integrate legal services into the Town's organizational culture and workforce initiatives.
 - Streamlining processes for applicants and community members to improve customer service response times.
- Challenges:
 - High project volume may necessitate supplemental external legal support.
 - External legal support may be required due to the absence of specialized knowledge in specific issues.
 - Initial setup costs, such as legal subscriptions, training, and specialized resources, would be required.

COMMUNITY INPUT: No community input received at this time.

BUDGET / STAFF IMPACT:

This section outlines the financial history of legal contract service costs over the past five years and presents an in-house Town Attorney model as a fiscally responsible alternative.

Current Legal Contractor: HPWC Expense Overview (2019–2024 YTD): Below is a summary of the Town's expenses associated with Hoffman Parker Wilson & Carberry (HPWC) for legal services. Data for 2024 is provided as of November 2024.

Hoffman Parker Wilson & Carberry Expenses						
	2019	2020	2021	2022	2023	2024 YTD - 11/30/24
Reimbursables	\$ 98,068	\$ 40,022	\$ 49,131	\$ 52,236	\$ 28,131	\$ 51,171
Town Expense	82,535	93,510	80,896	71,610	106,696	123,258
Total Expense	180,603	133,532	130,027	123,846	134,827	174,429

*Note: Reimbursable are items reimbursed to the Town by external parties.

For 2024 (as of November), the total legal service cost is **\$174,429**, including \$51,171 in reimbursable and \$123,258 in Town expenses.

Suppose the Council decides to transition to an in-house Town Attorney model to enhance organizational efficiency and reduce administrative service costs. This change is expected to cost **\$275,000–\$300,000** annually in compensation and benefits, with an additional **\$10,000–\$15,000** for first-year training and other setup costs (e.g., legal subscriptions).

OPTION 3 – To fund the in-house, we propose this realignment:

The example model will be funded by:

1. We assume the current 5-year average legal expenses & revenues equal: (TOE \$93,084 + Reimbursable revenues \$53,127) = **\$146,211**.
2. Eliminating the Assistant Town Manager position, freeing approximately **\$233,000** in annual compensation and benefits.
3. Closing the Visitor Center, reducing expenditures by an additional **\$27,000** annually.

Current projected annual Expenses:

The estimated 5-year average legal expenses	\$ 93,084
Eliminating the Assistant Town Manager position	233,000
Less Information Center Expenditures	27,000
Sub-total estimated savings:	\$ 353,084
<i>Estimated In-House Town Attorney, & budget item expenses:</i>	<i>(300,000)</i>
Sub-total balance:	53,084
The 5-year average Legal Reimbursable Revenues:	53,127
Estimated Total Annual Cost Savings:	\$ 106,211

This restructuring demonstrates the Town's commitment to fiscal responsibility while improving service delivery. Benefits include:

- **Cost Savings:** The in-house model reduces external administration expenses and reallocates existing resources.
- **Enhanced Efficiency:** A dedicated in-house attorney can provide more responsive legal support for Town operations and governance.
- **Streamlined Operations:** Eliminating the Assistant Town Manager role and closing the Visitor Center align with broader organizational financial goals.

We are confident this approach will strengthen the Town's financial stewardship and operational capacity, ensuring resources are strategically allocated to support internal needs and community priorities.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Evaluating future Town Attorney services aligns with the Town's strategic goals by:

- Enhancing workforce effectiveness and customer service.
- Supporting positive employee and employer relations.
- Streamlining processes for internal and external stakeholders.

RECOMMENDED ACTION OR PROPOSED MOTION:

We seek Town Council feedback and input on evaluating current and future Town Attorney services, financial and operational implications, and determine the best course of action for 2025 and beyond.

Sample Motion #1: Stay the course with the current Town Attorney vendor, HPWC.

Sample Motion #2: Send an RFP for New Town Attorney legal services. HPWC will be invited to respond.

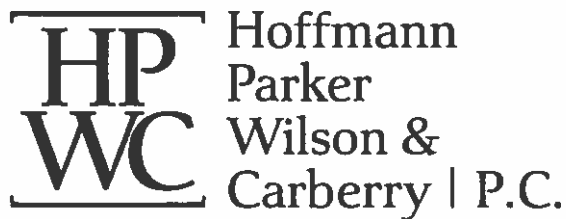
Sample Motion #3: Hire an in-house attorney by eliminating the Assistant Town Manager position and closing the Information Center.

ATTACHMENTS:

1. Current Letter of Engagement with HPWC,
2. Draft Legal RFP and,
3. 2024, 2025 Legal Budget

This decision represents an opportunity for the Town of Eagle to begin a new chapter in service delivery. By choosing an in-house model, we can improve efficiency, foster a more collaborative organizational culture, and provide better customer service to our community.

That said, we fully respect the Council's ultimate decision and will wholeheartedly support whichever path you choose, now and into the future. Thank you for your thoughtful consideration.



Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson

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September 5, 2018

Town of Eagle
P.O. Box 609
200 Broadway
Eagle, Colorado 81631
via email to: lynette.horan@townofeagle.org

Re: Engagement Letter

Dear Ms. Horan:

Please let this letter serve as our engagement letter to provide legal services for the Town of Eagle (the "Town"). We believe it is good practice to confirm the scope of our potential representation and other terms of our engagement.

Matt Mire will be the Town's primary contact, and Kendra Carberry will be the Town's secondary contact. Both Matt and Kendra will coordinate and oversee the services our firm performs at the Town's direction.

The ethics of our profession mandate that upon commencement of representation of a client on a legal matter, the client understands and agrees with the financial commitments involved. The firm's hourly rate in this matter is \$195 per hour for attorneys and \$95 per hour for paralegals, except for pass-through billing matters, which will be charged at \$250 per hour for attorneys and \$125 per hour for paralegals. We charge travel time at one-half the regular rate. In addition, we will bill the following out-of-pocket expenses (to the extent they are incurred): filing fees, courier services, computer assisted research, photocopies, court costs and postage. We bill on a monthly basis, and payment is due by the last day of the month in which the invoice is sent.

While representing you, we will assert your position vigorously and efficiently. However, in representing any client in a contested matter, we cannot promise or guarantee the ultimate success of the client's position.

September 5, 2018
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If anything we have stated in this letter presents a problem or is unclear, please advise me promptly so that we may discuss it and reach a full understanding. Otherwise, please have the Town's authorized representative execute this engagement letter and return it to us at your earliest convenience, and we can commence work.

Very truly yours,



J. Matthew Mire
jmm@hpwclaw.com



Kendra L. Carberry
klc@hpwclaw.com

ACCEPTED AND AGREED TO THIS 5 DAY OF September, 2018.


Town of Eagle



Town of Eagle Request for Proposal Town Attorney Services

Submit to:

Lynette Horan
Town of Eagle
PO Box 609
200 Broadway
Eagle, Colorado 81631

Or via email to lynette.horan@townofeagle.org

Questions can be made in writing and directed to Lynette Horan, Human Resource Manager at lynette.horan@townofeagle.org.

Deadline: _____ **TBD**

Summary: The Town of Eagle (Town) is seeking the services of a municipal attorney(s) to fulfill the duties and responsibilities described in this Request for Proposals (RFP) for the Town Attorney position. The Town is inviting individual attorneys or firms to respond for the purpose of providing the Town with legal services as outlined below.

Background: The Town of Eagle is a home rule town located in Eagle County, Colorado. The Town employs 85 FTE's and has a total budget of \$24 million. The Town Council meetings are held every second and fourth Tuesdays of the month starting at 6 PM. The Planning and Zoning (P&Z) Commission meetings are held every first and third Tuesdays of the month starting at 6 PM. While the Town Attorney is not expected to attend P&Z meetings, a request might be made to attend a meeting as needed. The Town has a water attorney and is hiring a separate municipal court prosecutor.

Scope of Services:

- Review and/or draft agreements, contracts, resolutions and ordinances to ensure compliance with state, federal and local laws.
- Act as legal advisor to the Town Council, Planning and Zoning Commission and Town Staff as requested.
- Provide legal training for Town Council Members and Staff.
- Provide guidance on personnel matters.
- Attend Board meetings and Planning and Zoning Commission meetings as needed.
- Hold office hours at Town Hall as requested.
- Provide guidance on general municipal procedures including Colorado Open Meetings Law, The Colorado Open Records Act, liquor licensing, marijuana licensing and municipal election law.
- Review and/or draft legal documents related to real estate acquisitions, easements, variances, rights of way and other property and land use issues.

- Research and submit legal opinions on municipal or other legal matters as requested.
- Assure compliance with all ordinances, state and federal laws, and provide guidance on any legislative matters or changes that may affect the Town.
- Involvement in other legal matters as requested.
- Coordinate with outside Counsel regarding litigation on behalf of the Town.

Proposals should include the following information:

- The Town of Eagle is Home Rule. Describe your experience with Home Rule Towns or communities and municipal law.
- Firms should provide the name and qualifications of the person proposed to provide the Town Attorney services to the Town. This is the person that will be appointed as Town Attorney from your firm.
- Firms should provide the names and qualifications for each supporting member of the Town Attorney team and how they will be utilized by the Town Attorney.
- Describe any knowledge or experience that makes you, or any attorney(s) in your firm, particularly qualified to fulfill the Town Attorney duties.
- Provide the name of your professional liability, insurance carriers, and insurance limits on each policy.
- Disclose any potential conflicts of interest that you or any member of your firm may have in relation to the Town of Eagle.
- List Town Attorney and supporting staff rates and any other applicable billable rates and expenses, such as mileage, travel time, photocopying and postage.
- Include statement of qualifications.
- Provide a list of current towns and/or cities that you and/or your firm have and currently represent.
- Provide a minimum of three municipal client references.

Other Terms and Conditions:

- The Town reserves the right to undertake its own investigation to evaluate a candidate. The Town shall have the sole discretion to accept or reject any submittal.
- The Town reserves the right to solicit or recruit any attorney(s) or legal firms directly to request qualifications.
- All submittals become the property of the Town upon receipt and will not be returned to the applicant.
- The Town operates under applicable public disclosure laws. Proprietary information must be identified and will be protected to the extent that is legally possible.
- Cost of submitting the response to the RFP, attendance at an interview, or any other such costs are entirely the responsibility of the candidate or candidate firm and shall not be reimbursed in any manner by the Town.
- Failure to conform to directions under this RFP may lead to the rejection of a submittal. The submittals should contain all information necessary to evaluate the qualifications of a candidate or firm.

The Town reserves the right to accept or reject any and/or all proposals and to waive any informalities or irregularities in said proposals. The RFP does not bind the Town to hire a new Town Attorney when, in the Town's sole discretion, the Town determines not to do so.

Submittals:

Please include 10 copies of a proposal addressed to the contact above if sending a response via mail. Alternatively, submissions via email are sufficient. Please send an email to Lynette Horan with the proposal attached.

2025 HPWC Legal Budget		
Account Number	Title	YTD Budget Amount
10-49-351	LEGAL - GENERAL	-
10-50-351	LEGAL - GENERAL	45,000
10-51-351	LEGAL	4,607
10-52-351	LEGAL	12,000
10-53-351	LEGAL	20,800
10-54-351	LEGAL	500
10-55-351	LEGAL	4,000
10-58-351	LEGAL	-
10-59-351	LEGAL	500
10-60-351	LEGAL	-
10-70-351	LEGAL	-
10-71-351	LEGAL	-
10-72-351	LEGAL	7,000.00
	General Fund Total	94,407.00
53-53-351	LEGAL	-
56-50-351	LEGAL	5,000.00
61-50-351	LEGAL	10,000.00
81-50-351	LEGAL	13,000.00
91-50-351	LEGAL	-
		122,407.00

2025 Legal Budget (Provided by other Vendor)		
51-58-351	LEGAL & AUDIT	36,000.00
52-59-351	LEGAL	10,000.00
		46,000.00

2024 HPWC Legal Budget				
Account Number	Title	YTD Actual	YTD Budget Amount	Difference
10-49-351	LEGAL - GENERAL	0	0	0
10-50-351	LEGAL - GENERAL	69,525	55,000	(14,525)
10-51-351	LEGAL	8,389	4,607	(3,782)
10-52-351	LEGAL	11,560	15,000	3,440
10-53-351	LEGAL	14,400	17,500	3,100
10-54-351	LEGAL	-	500	500
10-55-351	LEGAL	6,291	4,000	(2,291)
10-58-351	LEGAL	-	-	-
10-59-351	LEGAL	-	500	500
10-60-351	LEGAL	-	-	-
10-70-351	LEGAL	-	-	-
10-71-351	LEGAL	-	-	-
10-72-351	LEGAL	-	-	-
	General Fund Total	110,165.68	97,107.00	(13,058.68)
53-53-351	LEGAL	3,190	-	(3,190)
56-50-351	LEGAL	-	5,000	5,000
61-50-351	LEGAL	1,463	2,000	538
81-50-351	LEGAL	2,374	3,000	626
91-50-351	LEGAL	293	9,000	8,708
		117,484.80	116,107.00	(1,377.80)

2025 Legal Budget (Provided by other Vendor)				
51-58-351	LEGAL & AUDIT	37,035	36,000	(1,035)
52-59-351	LEGAL	5,515	10,000	4,485
		42,550.21	46,000.00	3,449.79