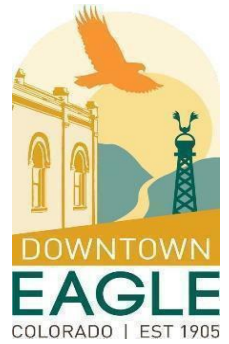


EAGLE DOWNTOWN DEVELOPMENT AUTHORITY (DDA)
Eagle Town Hall | 200 Broadway, Eagle, CO 81631
Castle Conference Room
Tuesday, January 21, 2025 | 1:00PM

Public WiFi – Town of Eagle WiFi

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



Meeting Access

This will be an in-person meeting with additional access via MS Teams.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 230 337 214 340

Passcode: JG9qV6ta

Dial in by phone

+1 469-770-0416,,421817475# United States, Kaufman

[Find a local number](#)

Phone conference ID: 421 817 475#

1:00pm: Call to Order and Roll Call

1:05pm: Public Comment

Comments are welcome on items not listed on the following agenda. Public comments are limited to three (3) minutes.

1:10pm: Approval of Minutes

1. Minutes dated November 12, 2024

1:15pm: Updates (as needed)

1. DCI, including Communications & Marketing
2. DDA Financials, Troy Bernberg
3. EVC, Mick Daly
4. Eagle Chamber, Michelle Morgan
5. Town Department Update – questions?

1:45pm: Business Items

1. Grand Avenue Corridor 2025 RAISE Grant, Letter of Support
2. 2025 Professional Services Agreement – Northland, Troy Bernberg
3. 2025 Continuation of Services with Downtown Colorado, Inc.

2:15pm: Future Agenda Items

1. Next meeting is February 18, 2025

2:30pm: Executive Session

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

3:00pm: Adjourn



EAGLE DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

Date: Tuesday, Nov. 12, 2024 | 12:00PM – 3:00PM **IN-PERSON**

Welcome + Roll Call: Called to order at 1:07

Board Members Present: Scott Schloser, Marci Leith, Greg Schroeder, Bryan Woods, Scott Schlosser, Lachie Thomas

Others present: Nikki Davis, Melissa Daruna, Troy Bernberg, Mick Daly, Deanna Miller DCI

Minutes Approval Lachie motioned to approve the October 15 minutes seconded by Scott Approved 5-0

Lachie motioned to approve the October 16 minutes, seconded by Scott Approved 5-0

Lachie motioned to approve the October 18 minutes, seconded by Scott Approved 5-0

Updates

- DCI, including Communications & Marketing
- EVC, Mick Daly

Presentations

- Update, Capitol Street Proposed Improvements
 - Town of Eagle, Martha Miller
- LUDC text amendment regarding the use of alleyways to access properties
 - Town of Eagle, Peyton Heitzman & Sydney Dynek

Business Items

- Feedback on DDA Grant Program, Round One
 - Reserve January 21, 2025 meeting for applicant (non-recipients) feedback
- 2025 Priorities & Goals
- Board Administration
- Review of Professional Services Agreements
- Town of Eagle Department Updates – questions?

Future Agenda Items

- December 17, 2024 meeting cancelled
- Next meeting is January 21, 2025

Public Comment

Adjourn: Scott motioned to adjourn, Seconded by Lachie - adjourned at 3:02pm



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.



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

[illegible]

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.

January 17, 2025

The Honorable Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Dear Secretary Buttigieg,

The town of Eagle Downtown Development Authority (DDA) is in support of the Town of Eagle's grant application for the improvements along Grand Avenue.

In 2020, the Eagle Town Council and the Eagle electorate created the Downtown Development Authority with a mandate to revitalize the Town's Downtown commercial core. The Downtown Development Authority is a quasi-governmental entity responsible for facilitating economic development and redevelopment of properties and infrastructure within the downtown area.

As such, the DDA supports the Grand Avenue Improvement Project in its efforts to bring revitalization, vibrancy, and viability for Downtown Eagle. This project also supports vital multimodal connectivity throughout the Town of Eagle. Within Eagle, there are many new and planned residential and commercial projects that are in close proximity to Grand Avenue and Downtown Eagle. Additionally, the recently completed Strategic Plans and Comprehensive Plans have identified the Downtown Eagle corridor as a critical focus area. The Grand Avenue Improvement Project is vital as it serves as a significant corridor responsible for the safe and efficient passage of all forms of transportation, notably providing significant pedestrian and cycling corridors as shown in its dedicated design to these elements.

Most importantly, the Grand Avenue Improvement Project is not just a transportation upgrade, but also a significant revitalization effort on behalf of the Town of Eagle. While the Town of Eagle sits midway between Eagle County Regional Airport and many world class ski resorts, the investment of Grand Avenue will bring much needed vitality to the Town of Eagle.

Thank you for your attention to this matter, and we remain optimistic about the positive impact the Grand Avenue Improvement Project will have on the Town of Eagle and the surrounding local and regional communities.

Sincerely,

Eagle Downtown Development Authority

Greg Schroeder, DDA Chair

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

EAGLE DOWNTOWN DEVELOPMENT AUTHORITY (in the Town of Eagle, CO)

AND

NORTHLAND SECURITIES, INC.

This Professional Services Agreement (the "Agreement") is made and entered into by and between the Eagle Downtown Development Authority (hereinafter "Client") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "Northland").

WITNESSETH

WHEREAS, the Client desires to use the professional services of Northland (the "Services") related to the tax increment planning and management assistance of anticipated/proposed development (the "Project") within or contiguous to the Client's boundaries.

WHEREAS, the Services are intended solely for professional consulting purposes and Northland is not providing advice on the timing, terms, structure or similar matters related to a specific bond issue or public security.

WHEREAS, Northland desires to furnish services to the Client as hereinafter described.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SERVICES TO BE PROVIDED BY NORTHLAND

The scope of work is principally for financial planning and management of incremental tax revenues received by the Client. The scope includes attending Board meetings; coordinate with the Eagle County Assessor's office and the Town of Eagle's economic development department in evaluating prospective development and redevelopment within the Client's boundaries or adjacent parcels. Furthermore, Northland shall assist the Client in compiling and tracking valuation data received from the County for budgetary and projection purposes. Northland will join the DDA in periodic Town of Eagle communications with Town Council to provide statutory and practical context regarding DDA's.

COMPENSATION

The budget for undertaking the tasks in this agreement is an amount not to exceed \$10,000. The amount is based on the estimated number of hours required to complete these tasks at an hourly billing rate of \$250 per hour plus reimbursable expenses for travel, printing, and mailing. Northland will bill monthly for actual services performed and reimbursable expenses.

The Client may at its discretion authorize Northland to undertake additional tasks beyond the tasks listed above as it relates to the Project. Additional planning services will be billed monthly at a rate of \$250 per hour.

Invoices will detail the work performed, requested compensation for the period and show amounts previously billed.

ASSIGNED NORTHLAND EMPLOYEE

The Northland employee responsible for providing services pursuant to this agreement and for the services performed is Troy Bernberg, Managing Director Public Finance.

CONFLICT OF INTEREST DISCLOSURE

Troy Bernberg is a board member of Downtown Colorado Incorporated ("DCI"). Moreover, Troy Bernberg volunteered time in a DCI educational capacity with Eagle Downtown Development Authority in 2022 regarding the legal and practical framework of downtown development authorities as permitted under Colorado statute.

SUCCESSORS OR ASSIGNS

The terms and provisions of this Agreement are binding upon and inure to the benefit of the Client and Northland and their successors or assigns.

DISCLAIMER

In performing service under this agreement, Northland is relying on the accuracy of information provided by the Client and the services provided by Northland are based on current state law. The parties agree that the State property tax system and other laws may change and may affect the accuracy and validity of services provided by Northland. Northland will perform its work using the best available information. The Client recognizes and accepts that future property values, tax levies and tax rates may vary from the assumptions used by Northland and such changes may affect the work product produced and provided by Northland.

TERM OF THIS AGREEMENT

This Agreement shall terminate on December 31, 2025. This Agreement may also be terminated upon thirty (30) days written notice by either the Client or Northland. Absent a separate written agreement to the contrary, termination of this Agreement without providing at least thirty (30) days written notice shall result in "early termination." In the event of "early termination" by the Client, Northland shall provide the Client with an itemized hourly statement of services already provided. All billable hours by Northland shall be billed at the stated hourly rates should "early termination" occur.

ACKNOWLEDGMENT

By signing below, the Client and Northland agree to the terms stated within this Professional Services Agreement.

Dated this ____ day of January, 2025.

Northland Securities, Inc.

By:



Troy Bernberg, Managing Director

Eagle Downtown Development Authority

By:

Greg Schroeder, Chair
Title



COMMUNITY AGREEMENT

This Service Agreement (“Agreement”) is made and entered into as of July 1, 2024 (the “Effective Date”) by and between Downtown Colorado, Inc. (“DCI”) and the Eagle DDA (“Community”) DCI and Community are each referred to in this Agreement individually as a “Party” and, collectively, as the “Parties”.

RECITALS:

Community desires to pay certain funds to DCI, which funds are intended to be used by DCI for purposes of fulfilling its obligations pursuant to the Scope of Work to pay any fees outlined in the Project Description and for compensating DCI for services to be performed pursuant to this Agreement.

AGREEMENT:

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

1. **Services.** During the Term, DCI shall provide to Community the services set forth on Appendix A attached hereto (the “Services”). DCI will determine the method, details and means of performing the Services. DCI may perform the Services at any place or location and at such times as DCI shall determine. DCI is expressly permitted to utilize any employees or independent contractors to complete the Services, and Community shall have no rights of approval as to the hiring and retention of any of DCI’s employees and independent contractors. DCI may utilize the services of any employees or independent contractors at its sole discretion.

2. **Schedule.** DCI shall commence the Services upon the Effective Date, and shall continue performance of the Services through the date set forth for completion in the attached scope (the “Term”) unless the Term is extended or shortened by mutual agreement of the Parties in writing, or the Agreement is terminated earlier as set forth herein.

3. **Fee.** Community shall pay DCI a fee in the amount of \$3,000 (the “Community Fee”).

4. **Obligations of DCI.** DCI shall perform the following obligations:

a. Perform the Services in compliance with all applicable federal, state, and local laws and regulations; and

b. To the extent Community pays DCI the Community Fee, DCI shall fulfill its obligations pursuant to the Recast Agreement to pay the fees required thereunder to Recast. Any remaining portion of the Community Fee shall be retained by DCI as compensation for the Services.

5. **Release of Liability.** The duties of DCI pursuant to this Agreement are limited to those specified herein. The Parties acknowledge and agree that DCI and any consultants identified are separate entities and DCI cannot control the activities of consultants. Community therefore agrees that any breach by Consultants of Consultants' obligations under the consultant Agreement shall not constitute a breach of this Agreement and that Community will have no claim or cause of action of any kind against DCI in such event. The Parties acknowledge and agree that Community is a third party beneficiary of Consultants' obligations under the Consultants' Agreement and may exercise its remedies thereunder in the event of the breach by Consultants of Consultants' obligations under the Recast Agreement.

6. **Indemnity.** Community shall indemnify and hold harmless DCI or any of its directors, officers, employees or agents from any and all claims, actions, losses, expenses, costs or damages that DCI or any of its directors, officers, employees or agents, may incur or sustain in connection with this Agreement, except to the extent resulting from DCI's negligence, willful misconduct or intentional wrongful act or omission.

7. **Intellectual Property.** Upon full and final payment of any earned fees due hereunder, the Community will own all right, title and interest in and to the reports, work product or other written deliverables provided to Community in connection with the Services (collectively, the "Deliverables"), including the intellectual property rights therein. DCI agrees that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for Community. If, for any reason, any of the Deliverables do not constitute a "work made for hire," DCI hereby irrevocably assigns to Community, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all intellectual property rights therein.

8. **Independent Contractor Status.** Nothing contained in or performed pursuant to this Agreement is intended to be or should be construed as creating an agency, employee- employer, partnership, or joint venture relationship between the Parties or any of their affiliates, agents or employees for any purpose. DCI is and will remain an independent contractor in its relationship to Community, and DCI's agents are not and will not become Community's employees. DCI acknowledges that it is not entitled to receive any employment benefits from the Community. DCI agrees to satisfy all tax and other governmentally imposed responsibilities relating to the performance of the services, including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, workers' compensation and self-employment taxes. No federal, state or local taxes of any kind shall be withheld or paid by Community, on DCI's behalf or on behalf of any employee or agent of DCI.

9. **Termination of Agreement.** Either party may terminate the Agreement for any reason, provided the party seeking termination provides the other thirty (30) days' written notice. Regardless of the reason for termination of this Agreement, DCI shall promptly deliver to Community all Deliverables, whether complete or incomplete. The terms of Sections 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 shall survive the expiration or earlier termination of this Agreement.

10. **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

11. **Amendments.** Any amendment to this Agreement must be in writing and signed by both Parties to be valid and binding.

12. **Severability.** Each of the paragraphs contained in this Agreement is unique and severable. In the event that any section, provision or part of this Agreement is declared invalid, illegal or unenforceable, the remaining parts of this Agreement shall remain in full force and effect and such declaration shall not affect the validity or enforceability of any other parts of this Agreement.

13. **Governing Law and Forum.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Colorado and the federal laws applicable therein. Any disputes arising from this Agreement or between the Parties with respect to the Services shall be resolved in a court of competent jurisdiction in the City and County of Denver, Colorado. The prevailing Party of any dispute regarding the terms of this Agreement shall be paid its reasonable attorney's fees from the non-prevailing Party.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter described in this Agreement and supersedes and replaces in its entirety all previous agreements, communications and understandings relating to the matters referred to in this Agreement.

15. **Notices.** Any notice to be made or given under this Agreement shall be delivered in writing and may be made by electronic mail, personal delivery or by certified mail to the following recipient at the addresses below:

Downtown Colorado, Inc.
Katherine Correll
Executive Director
1420 Ogden St
Denver, CO 80218
Email:
director@downtowncoloradoinc.org

Eagle DDA
Greg Schroeder
DDA Board Chair
Email: greg@mcdowelleng.com

Notice given by personal delivery shall be deemed to have been given on the day of delivery, and if given by certified mail, on the date the certified mail is accepted. Notice given by electronic mail shall be deemed to have been given upon written acknowledgment of receipt by the receiving Party.

[Signature page below.]

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

Katherine Correll

Katherine Correll, Downtown Colorado, Inc.
"DCI"



Greg Schroeder, Eagle DDA
"Community"



DCI SCOPE OF WORK EAGLE DDA CAPACITY & ACTION PLANNING

BACKGROUND

The Eagle DDA is continuing to prepare and carry out duties and opportunities of a new DDA and is looking to continue momentum. The strategy work will focus on an enhanced membership with Downtown Colorado, Inc. as support throughout the process along with educational speakers, DDA promotion, identification of funding opportunities, and assistance with proposal development. This work is important because the Eagle DDA has continued preparing and moving forward while waiting for funds from Tax Increment Finance and town staff changes. The Eagle DDA now needs to prepare for additional funding options, management capacity, strengthened local partnerships, and consistent support from town staff. Overall, the DDA serves as a key player and partner in growing local downtown vitality and business opportunity and this action planning should engage and establish a strategy for the future.

DCI SERVICES \$3,000 ENHANCED DCI MEMBERSHIP

Downtown Colorado, Inc. could work on the following components of the continued support and capacity building process.

- **Educational Speakers:** DCI staff will work with town staff and DDA Board to outline topics and speakers for the board meeting discussions.
- **Eagle DDA Promotion:** DCI will communicate and build awareness about opportunities with and news from the Eagle DDA to the larger Colorado downtown and DDA network.
- **Funding Opportunity Identification:** DCI will investigate and report on funding opportunities. If feasible, DCI will work with one or more board member to assist with proposal development
- **DCI at DDA Meetings:** DCI will attend 1–2 DDA meetings when applicable to DCI specific support.
- **DDA Management:** DCI will investigate and connect the DDA with resources to assist with overall management of the DDA through the startup years.

DCI SERVICES \$3,800 COMMUNICATION CONTRACT

\$600/Month for 6 Months

Downtown Colorado, Inc. could work on the following components of the DDAs communication effort to establish a regular presence of the DDA for Eagle's downtown businesses and property owners.

- **DDA Board Meetings.** Attend three board meetings and monthly planning meetings and share updates on projects, identify areas for board or Town support, develop a short summary of DDA progress to share on platforms.
- **Partner Reporting.** Request representatives from DBA, Chamber, EVC, Eagle Arts, and SBDC to share a short summary of work and links to any relevant documents or events. Create an online collection for, for sharing updates to develop a monthly partner news section on social media/blogs.

- **Business Reporting.** Develop a short online form for businesses to share events, promotions, or news they would like included on the website or social media platforms. Include this invitation and link in all business communications. Collect all news and develop a monthly Downtown Business Specials section on social media/blogs. Include vacancies and spaces for lease.
- **Website + Contact List Updates.** Review the website and contact lists for accuracy of all business and town listings and make sure it is up to date.
- **Social Media Posts.** Develop and pre-set a series of posts highlighting all downtown businesses, partner organizations, and events. Ensure a minimum of 1 post per day.
- **E-Newsletter.** Create and distribute a monthly e-newsletter sharing the news, promotions, and events happening in Downtown Eagle based on partner and business updates. Include invitations for participation in the DDA and other partner projects as applicable. Include summary of DDA Board projects.

ENGAGEMENT TIMELINE*

July	2024 Mid-Year Check In and 2025 Budget Planning
Aug	Communications & Marketing Opportunities
Sep	Educational Speaker
Oct	Continued Monitoring of Grants and Partnership Opportunities
Nov	Educational Speaker
Dec	2025 Priorities & Goals

**All dates are tentative and must be confirmed three weeks in advance and DCI included in the 2 week planning meeting.*