



Town Council
Tuesday, January 28, 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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CALL TO ORDER - 6:00 PM

ROLL CALL

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

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

CONSENT AGENDA - 6:05 PM *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.*

1. Minutes - January 14, 2025
2. Resolution 11, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Agreement for Municipal Services with Erik A. Johnson for Municipal Judge Services"
3. Resolution 03, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving Engineering Scope and Services Proposal Mott MacDonald for Wastewater Treatment Improvements Design Phase - 2"

4. Resolution 12, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Extraterritorial Water Service Agreement Between the Town of Eagle, Colorado and the John G. Gulick Trust Concerning the Provision of Water Service to Lot 1 of the Mo's Subdivision"

STAFF REPORTS - 6:10 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update

BUSINESS ITEMS - 6:15 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Affordable Housing Technical Assistance Project
 - a. Resolution 14, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Adopting the Affordable Housing Technical Assistance Final Report and Strategies as Presented"
2. Supplementary Deed Restriction for the Eagle River Water & Sanitation District at 7 Hermits Condominiums in Haymeadow
3. Resolution 13, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing _____ as Interim Town Attorney."
4. PUBLIC HEARING: Land Use File: DR24-01 Reserve at Hockett Gulch Phase 1b and Phase 2 Major Development Permit (Continuance to February 25, 2025)

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

ADJOURN - 7:05 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, January 14, 2025
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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

CALL TO ORDER - 6:00 PM

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

ROLL CALL

COUNCIL MEMBERS PRESENT

Scott Turnipseed, Ellen Bodenheimier, Geoffrey
Grimmer, Nick Sunday, Jamie Woodworth Foral, Bryan
Woods

COUNCIL MEMBERS ABSENT

Mikel Kerst

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
Kira Koppel, Sustainability Specialist
Brian Lieberman, Open Space & Trails Manager
Ryan Goebel, IT Analyst
Kevin Aoki, Information Technology Manager
Ryan Johnson, Town Engineer

ADOPTION OF AGENDA

There were no changes to the agenda.

MOTION: Council Member Nick Sunday motioned to adopt the agenda as presented. The motion was seconded and passed with a vote of 6 in favor (Turnipseed, Bodenheimier, Grimmer, Sunday, Woodworth Foral, and Woods) and 0 opposed.

PUBLIC COMMENT – *there was no public comment.*

CONSENT AGENDA

MOTION: Council Member Bryan Woods motioned to approve the consent agenda. The motion was seconded and passed with a vote of 6 in favor (Turnipseed, Bodenhemier, Grimmer, Sunday, Woodworth Foral, and Woods) and 0 opposed.

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

1. Town Manager Update

Larry requested the Council to consider waiving the fee for the Brush Creek Pavilion. He emphasized the importance of supporting community events and the recommendation from the police department.

Council comments: concerns were raised about setting a precedent for waiving fees for other non-profit groups and potential challenges in maintaining fairness and consistency in future fee waiver requests.

MOTION: Council Member Bryan Woods motioned to approve the request to waive fees at the Brush Creek Pavilion for an event for the Eagle County Democrats' Women's March on January 18, 2025 per Eagle Police recommendation. The motion was seconded and with a vote of 6 in favor (Turnipseed, Bodenhemier, Grimmer, Sunday, Woodworth Foral, and Woods) and 0 opposed.

Larry introduced the proposal to explore a conservation easement at Haymeadow, aiming to increase open space while maintaining housing development. He highlighted the potential benefits for the community and the environment.

Council comments: Council members expressed their support for the initiative with emphasis on the importance of balancing open space conservation with housing development. Additional comment regarding the number of housing units being built in a lesser amount of space. Larry acknowledged the concern and indicated that further exploration and collaboration with stakeholders would be needed to address those details.

2. Department Update for December 2024 Activities

Council comments: inquiry on solar array and reduction in costs. Tom Gosiorowski stated that staff does not know those numbers yet. Will provide an update at an upcoming meeting. Staff also noted potential rebates from the IRS for municipalities to offset project costs.

Inquiry on the waitlist for broadband. Staff noted that we are still still negotiating installations and looking for new promotions for 2025.

BUSINESS ITEMS

1. REP, Matt Daley - Eagle River Park

Brandon Billing and Sam Swanson from McLaughlin Whitewater presented possible enhancements to the Eagle River Park to create a surfable wave. They discussed the benefits of a wave shaper and the potential costs involved.

Mike Harvey from Recreation Engineering and Planning (Rep) proposed creating a river surfing feature upstream of the existing drop #1. He emphasized the importance of improving safety and usability for a wide variety of users.

Council comments: discussed the added benefit to longer seasonal river use and potential cost estimates.

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"

Brian Lieberman presented the resolution to establish seasonal use restrictions for the open space parcel at Hocket Gulch.

Council comments: discussion regarding the area being closed, enforcement difficulties and whether it was in the winter range. Staff provided that intent was to provide an additional buffer for wildlife.

MOTION: Council Member Jamie Woodworth Foral motioned to approve 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". The motion was seconded and passed with a vote of 4 in favor (Turnipseed, Bodenhemier, Grimmer, and Woodworth Foral) and 2 opposed (Sunday and Woods).

3. Scope of services and timeline direction for the Open Space Ranger Position

Brian presented the scope of services and timeline for the position.

Council comments: expressed support for the responsibilities proposed and urged Brian to get feedback from the wildlife committee and HOA.

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
Brian discussed the potential for collaborating with the BLM on evaluating e-bike policies on non-motorized trails.

Council comments: expressed support for working with the BLM and considering community engagement and funding for the evaluation process.

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."
Ryan Hohnson presented this item.

Council comments: discussion regarding timing and necessity of a restroom at this location. Further discussion regarding options and requesting funds to install later.

MOTION: Council Member Bryan Woods motioned to direct staff to request the cash in lieu from the developer and set those funds aside in the open space fund to be used at a future date. If the Developer rejects that plan, the vault restroom will be built as planned. The motion was seconded and passed with a vote of 6 in favor (Turnipseed, Bodenhemier, Grimmer, Sunday, Woodworth Foral, and Woods) and 0 opposed.

6. Discussion and direction on fees for the Eagle Pool Replacement Project.
Melissa Daruna presented this item. Terry Nikum from Mountain Recreation expressed support for adding additional pool amenities from these potential waivers.

Council comments: discussion on the fees and appropriateness of waiving our own offset fees. Melissa gave examples of the additional features that would be installed with the funds.

MOTION: Council Member Bryan Woods motioned to approve waiving the Exterior Energy Offset Program "EEOP" fees of \$215,785.00 and use those funds to acquire the final amenities for the pool. The motion was seconded and passed with a vote of 4 in favor (Bodenhemier, Sunday, Woodworth Foral, and Woods) and 2 (Turnipseed and Grimmer) opposed.

7. 2025 Fee Schedule

- a. EEOP Outdoor Appliances Fee Update
Melissa Daruna presented this item. Options provided were to reduce fees or allow flat fees.

Council comments: discussion regarding typical fireplaces used in residential settings, confirmation that residential and commercial would be charged the same, determination on how many hours of residential use will be used to determine calculations, and further discussion on what is appropriate fee or multiplier to charge.

Gina McCrackin provided the council with rationale behind the calculator urged council to use that model as it is related to usage.

Council comments: discussion regarding overreach and unintended consequences if people choose not to follow the permit process. Discussion on using 200,000 BTU fireplace as standard with 65 hours of residential use for the model.

MOTION: Council Member Geoffrey Grimmer motioned to approve the Exterior Energy Offset Program Fee for Outdoor Appliances for gas powered outdoor fire pits and fireplaces to be \$15,000.00 for a 200,000 BTU residential outdoor fireplace. The motion was seconded and failed with a vote of 3 in favor (Grimmer,

Bodenhemier, and Turnipseed) and 3 opposed (Woods, Woodworth Foral, and Sunday).

MOTION: Council Member Geoffrey Grimmer motioned to approve the Exterior Energy Offset Program Fee for Outdoor Appliances for gas powered outdoor fire pits and fireplaces to be \$10,000.00 for a 200,000 BTU residential outdoor fireplace. The motion was seconded and passed with a vote of 4 in favor (Grimmer, Woods, Bodenhemier, and Turnipseed) and 2 opposed (Woodworth Foral and Sunday).

- 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"

MOTION: Council Member Ellen Bodenhemier motioned to approve 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". The motion was seconded and with a vote of 5 in favor, 0 opposed and 1 absent (Turnipseed).

8. Discussion and direction on current and future legal services for the Town
At the request of staff, this item was postponed.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

Council Member Nick Sunday noted that Core Transit numbers are up 20%. Requested that CPW do a presentation regarding the wolves in Eagle County.

Council Member Ellen Bodenhemier note4d that the Haymeadow RITA will be going towards open space. Requested staff provide a fund balance policy for the sales tax capital improvements fund. Also wanted a future agenda item to discuss the dog park funds and give some direction on how to use them.

Mayor Scott Turnipseed stated another deed restricted unit closed recently and acknowledged Jill Kane's announcement that she is moving on from her position and thanked her for her service to the Town.

EXECUTIVE SESSION - 8:25 PM

MOTION: Council Member Scott Turnipseed motioned to enter into Executive Session 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 and further move to conclude the regular meeting upon the adjournment of the Executive Session. The motion was seconded and passed with a vote of 6 in favor (Turnipseed, Bodenhemier, Grimmer, Sunday, Woodworth Foral, and Woods) and 0 opposed.

ADJOURN - 8:50 PM

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: January 28, 2025

Agenda Item: Resolution 11, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Agreement for Municipal Services with Erik A. Johnson for Municipal Judge Services"

REQUEST: Council is requested to approve the reappointment of Judge Erik A. Johnson to the Eagle Municipal Court and his agreement.

BACKGROUND: Statutory and Charter requirements prescribe that the Town shall appoint a Municipal Court Judge. The current appointment expires February 15, 2025.

ANALYSIS: This Resolution and appointment are in accordance with the provisions of Section 31-4-304, C.R.S. and Article IV, Sections 4.02, 4.03, and 4.04 of the Eagle Town Charter.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: This is a budgeted item.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This action aligns with provisions in the Home Rule Charter.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to APPROVE the Consent Agenda, or pull this item for discussion.

ATTACHMENTS:

1. Reso 11-2025 Johson MSA
2. Municipal Services Agreement - Erik Johnson

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 11
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING THE AGREEMENT FOR MUNICIPAL SERVICES WITH ERIK A. JOHNSON
FOR MUNICIPAL JUDGE SERVICES

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

Section 1. The Agreement for Municipal Services with Erik A. Johnson 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 28, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

MUNICIPAL JUDGE SERVICES AGREEMENT

THIS MUNICIPAL JUDGE SERVICES AGREEMENT (the "Agreement") is made and entered into this ____ day of February, 2025 (the "Effective Date"), by and between the Town of Eagle, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, CO 81631 (the "Town"), and Erik A. Johnson, an individual with an address of 850 Chambers Avenue, P.O. Box 5091, Eagle, CO 81631 ("Judge Johnson") (each a "Party" and collectively the "Parties").

WHEREAS, the Eagle Town Council has determined to re-appoint Judge Johnson as the Town's Municipal Judge pursuant to § 2.08.060 of the Eagle Municipal Code;

WHEREAS, the Eagle Town Council desires to set the salary of Judge Johnson as set forth in § 2.08.080 of the Eagle Municipal Code; and

WHEREAS, Judge Johnson desires to accept the appointment as Municipal Judge and the salary contained herein.

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

1. Term. Judge Johnson is hereby appointed for a two-year term, commencing on February 15, 2025, and continuing through February 2027.
2. Duties. Judge Johnson shall preside as Judge over regular and special sessions of the Eagle Municipal Court in accordance with the Canons of judicial conduct that include: A judge shall uphold and promote the independence, integrity, and impartiality of the court, and shall avoid impropriety and the appearance of impropriety; A judge shall perform the duties of judicial office impartially, competently, and diligently; A judge shall conduct the judge's personal, professional and extrajudicial activities to minimize the risk of conflict with the obligations of judicial office; and, A judge shall not engage in political activity that is inconsistent with the independence, integrity, or impartiality of the court.
3. Compensation. Pursuant to Section 2.08.080 of the Eagle Municipal Code, Judge Johnson shall be compensated at a rate of \$1000 per month, for two court sessions each month; provided that, if there is only one court session in any month, the compensation shall be \$500 per month.
4. Other Covenants. Judge Johnson's performance and salary shall be reviewed by the Town Council prior to the expiration of this Agreement. Pursuant to § 2.08.070 of the Eagle Municipal Code and state law, Judge Johnson may only be removed for cause.
5. Miscellaneous. Nothing herein shall be deemed to create any terms, conditions or obligations in addition to those provided for in the Eagle Municipal Code or state law, nor is anything herein intended to change the nature of the Municipal Judge position as an appointed position under the Eagle Municipal Code and state law. This Agreement is simply intended to memorialize the term and salary of the Municipal Judge.

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

ERIK A. JOHNSON

Erik A. Johnson

STATE OF COLORADO)
) ss.
COUNTY OF EAGLE)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2025, by Erik A. Johnson.

My commission expires:

(S E A L)

Notary Public



To: Mayor and Town Council
From: Stephan Wilson, Utility Manager
Date: 01/08/2025

Agenda Item: RESOLUTION NO. 03 (Series 2025) A RESOLUTION APPROVING A CONTRACT WITH MOTT MACDONALD FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS DESIGN – PHASE 2

REQUEST:

Review and approve of the Wastewater Treatment Plant Improvements Design – Phase 2 proposal submitted by Mott MacDonald. December 04, 2024.

BACKGROUND:

In 2021 the Town’s Wastewater Treatment Facility (WWTF) Permit No. CO0048241 was renewed by the Colorado Department of Public Health and Environment – Water Quality Control Division (CDPHE-WQCD) effective from March 1, 2021, and expires February 28, 2026. The renewed permit contained several new permit features including a compliance schedule to meet final effluent limits for Ammonia, Total Inorganic Nitrogen (TIN), and Nitrite. At the time of the existing WWTF construction it was assumed that TIN effluent limits would never be applied to the Upper Colorado River Basin and so the facility was not sized or designed for TIN removal. To meet the TIN limit proposed by the WQCD, major modifications to the WWTF are required.

Staff are proposing to modify the existing WWTF basins with a Construction Manager at Risk (CMAR) project approach. The work identified in the Mott MacDonald proposal will meet the initial requirement of event 3 and continue progress towards event 4 in the compliance schedule below. After the initial design is completed, a CMAR selection and final construction design phase will be required along with the security of funding to fully satisfy the requirements of event 3 and event 4 in the compliance schedule.

Table 1: Ammonia, TIN, and Nitrite compliance schedule

Event	Description	Due Date
Hire a Consultant/ Professional Engineer	Submit a letter of notification that a Colorado licensed engineering consultant has been obtained and funding has been secured for planning aspects	6/30/2021
Plan, Report, or Scope of Work	Submit a progress report in obtaining funding for design and construction aspects	6/30/2022
Engineering Plan	Submit a letter of notification that funding has been obtained for design and construction aspects, and final plans specifications have been submitted to the Division. Note that a Site Application and a preliminary design must be submitted and approved by the Division prior to final plans and specifications.	6/30/2023
Commence Required Work or On-Site Construction	Submit a letter of notification that Final Design Approval has been received from the Division and construction has commenced.	6/30/2024
Status/Progress Report	Submit a construction progress report summarizing the progress in construction or other activities.	12/31/2024
Complete Required Work or On-Site Construction	Complete construction of facilities or other appropriate actions, which will allow the permittee to meet the final limitations.	6/30/2025

ANALYSIS:

Preceding Work: WWTF Preliminary Nutrient Removal Study, Permitting, and WWTF Improvements Design Phase 1

The Town retained Mott MacDonald (Mott) in June of 2021 to perform a study of the existing WWTF and identify alternatives which could meet the current TIN limits proposed by CDPHE-WQCD. Parallel to this effort LRE Water (LRE) was retained to provide regulatory and permitting support related to the Town's WWTF discharge permit.

To mitigate against the risk of an uncertain regulatory future, LRE calculated future Regulation 31 limits for Total Nitrogen (TN) and Total Phosphorus (TP) based on current methodologies used by the WQCD. These future limits were used in the study to evaluate the WWTF's ability to meet current limits and determine its relevance with future limits. Ultimately the methodologies and assumptions used by WQCD in developing future TN and TP limits create significant uncertainty. Table 2 below identifies the limits that were calculated for TIN, TN, and TP along with the limit ultimately selected for the study.

Table 2: Current and anticipated limits

Parameter	Current Limit (mg/L)	Future or Calculated Limits (mg/L)	Limits Selected for Study (mg/L)
Total Inorganic Nitrogen (TIN)	12	12 to 18	12
Total Nitrogen (TN)	-	10.1 to 44.1	-
Total Phosphorus (TP)	-	0.99 to 4.36	1.0

As a part of Wastewater Treatment Plant Improvements Design – Phase 1, Mott MacDonald has provided the Town with 30% design for the conversion of the existing wastewater plant to an MLE treatment process to meet the current Ammonia, Total Inorganic Nitrogen (TIN), and Nitrite limits. The estimated future total nitrogen (TN) and total phosphorus (TP) are being considered but not specifically designed for due to regulatory uncertainty. The MLE modification includes replacement of existing blowers, modification of the aeration system, addition of pumps, new chemical storage building, utility relocation, and other process and instrumentation control improvement. During Phase 1 Mott MacDonald also helped the Town with CMAR contractor prequalification.

Project Schedule

The current compliance schedule identifies 6/30/2023 as the due date for final plans and specifications having been submitted and funding being obtained for the project. 06/30/2024 as the commencement of construction activities. Staff are using two approaches to close the gap between the compliance schedule and project schedule.

1. The CMAR project approach should gain efficiency in construction with early contractor engagement.
2. Compliance schedule adjustments through Permit Modifications with the WQCD.

CMAR contractor preselection is currently being completed identifying qualified and interested contractors. The Town submitted a permit modification request to the WQCD in April of 2022 to correct errors in the current effective permit. As a part of this request and subsequent comment period the Town made a request to move the dates in the TIN compliance schedule by at least 12 months. In August of 2024 the Town received an unexpected public notice for Permit Modification No. 1 Version 2 and submitted public comments in September of 2024. The Town is currently waiting on a finalized permit modification No. 1 from the WQCD. The preference of Staff is to ensure that the correct project is built and that rate payers funds are judiciously spent.

Permit Considerations

The typical WWTF permit cycle is intended to last 5 years. The Town's current effective permit will be eligible for renewal after February 28, 2026. The renewed permit may include TN and TP limits with associated compliance schedules however this will depend on the timing of the permit renewal and basin regulations. When basin regulations are adopted, and subsequent limits are introduced into the permitting cycle, the Town will know with greater certainty what methodology the WQCD will be using at that time.

The existing Basins were constructed in 1999 with the most recent plant upgrade occurring in 2007. The typical life expectancy of WWTF equipment is approximately 20-years. The typical life expectancy of concrete basins is 50 to 100 years. Much of the mechanical equipment in the WWTF is nearing the end of its forecasted life, however the concrete basins appear to be in relatively good condition with only minor rehab needs currently identified.

At some point in the future, it will likely be necessary to expand or reconstruct the WWTF basins and add additional processes. The requirement to do so may come in the next permit cycle with design starting at some point after the current permit expires on February 28, 2026.

Recommendations

The current recommended process is to implement the MLE process in the existing basins along with chemical addition. This alternative is intended to allow the Town to meet current permit limits and anticipated future TP limits. This approach continues to use the existing basins while also limiting the amount of investment into the Town's WWTF that would be at risk of future unknown regulatory action.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT:

The Town currently has a budget to fully cover Phase 2 of this work and move from 30% design through 90% design to a guaranteed maximum price construction document set. Sufficient funds are currently allocated under 51-58-711- 512308 with the total cost of work completed under this proposal anticipated to cost \$933,032.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

1. Protecting Public Health, Safety, and Environment
2. Reliable and Cost-Effective Services

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to approve or deny adoption of Resolution No. 03 (Series 2025) A Resolution Approving a Contract with Mott MacDonald for Wastewater Treatment Plant Improvements Design – Phase 2.

ATTACHMENTS:

- Resolution No. 03, Series 2025
- Mott MacDonald: Engineering Scope of Services and Fee Proposal Wastewater Treatment Plant Improvements Design – Phase 2 (December 04, 2025)

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 03
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING THE ENGINEERING SCOPE OF SERVICES AND FEE PROPOSAL FROM MOTT MACDONALD FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS DESIGN - PHASE 2.

WHEREAS, in 2021 the Town's Wastewater Treatment Facility (WWTF) Permit No. CO0048241 was renewed by the Colorado Department of Public Health and Environment; and

WHEREAS, the renewed permit contained several new permit features including a compliance schedule to meet final effluent limits for Ammonia, Total Inorganic Nitrogen (TIN), and Nitrite; and in order to meet the TIN limit, major modifications to the WWTF are required; and

WHEREAS, Staff are proposing to modify the existing WWTF basins with a Construction Manager at Risk (CMAR) project approach and the work identified in the Mott MacDonald proposal will meet the initial requirement of the compliance schedule; and

WHEREAS, the Town Council finds that it is in the best interest of the Town and the public health, safety, and welfare to enter into Engineering Design Services under the existing Professional Services Agreement with Mott MacDonald for the Wastewater Treatment Plant Improvements Design - Phase 2.

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

Section 1. The Engineering Scope of Services and Fee Proposal for work with Mott MacDonald 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 _____, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Mott MacDonald | Town of Eagle WWTP Improvements
Phase 2



Mr. Tom Gosiorowski
Public Works Director
1050 Chambers Avenue
Eagle, CO 81631

**Engineering Scope of Services and Fee Proposal
Town of Eagle, Colorado
Wastewater Treat Plant Improvements – Phase 2**

Our Reference
507110524

December 4 2024

165 South Union Blvd,
Ste. 200
Lakewood, CO 80228
United States of America

Dear Tom:

We are pleased to provide you with our scope of services and engineering budget for the Town of Eagle Wastewater Treatment Plant Improvements Design – Phase 2.

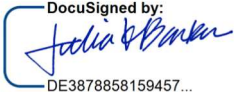
Our Proposal Includes the following items:

1. Scope of Work
2. Fee Proposal (Appendix A – Engineering Fee)
3. Proposed Project Schedule (Appendix B – Proposed Project Schedule)
4. Subconsultant Proposal (Appendix C – Subconsultant Proposal)

T +1 (973) 912 2523

mottmac.com

Best Regards,


DE3878858159457...
Julia Baker,
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Scope of Work

The Town of Eagle operates a 1.65 million gallon per day (MGD) wastewater treatment plant (WWTP). The WWTP's most recent discharge permit included compliance schedules, including a schedule associated with meeting future total ammonia, total inorganic nitrogen, and nitrite effluent limits. Based upon previous discussions with the Town, there is also a concern that limits on phosphorus may be forthcoming. With these issues in mind, the Nutrient Study recently completed by Mott MacDonald also reviewed phosphorous removal.

As part of Phase 1 of the improvements design, Mott MacDonald has provided the Town with 30% design for conversion of the existing ASP treatment process to a MLE treatment process including replacement of the existing blowers, modifications to the aeration system, addition of IMLR pumps, addition of a new chemical storage building, utility relocation, site work, and other electrical, process, and instrumentation controls improvements.

Phase 2 of the project will include continuation of the previously submitted 30% design up until 95% design and to be provided to the CMAR Contractor for Guaranteed Maximum Price (GMP).

To facilitate expedited equipment procurement for the treatment process improvements by the CMAR Contractor, separate design review workshops will be held during the 60% design, 90% design, and GMP design phases for the two parts of the project (described below): wastewater treatment process improvements and new chemical storage building.

Part 1 – Wastewater Treatment Process Improvements:

- New IMLR system (pumps, pipes, valves, flow meters)
- New aeration blowers
- New valves in aeration piping
- Electrical upgrades for new blowers and IMLR system
- Instrumentation upgrades for new blowers and IMLR system
- Miscellaneous structural improvement (equipment pads, supports, baffle wall supports)

Part 2 – New Chemical Storage Building:

- New chemical storage building
- External chemical fill point stations
- Utility relocation within the chemical building footprint
- Site grading, drainage, erosion and sediment control
- Investigation and development of the new electrical service design for the chemical storage building. The new service will be sized for future loads such as the second chemical storage building and potential future filtration equipment
- Heating and ventilation design will include evaluation and optimization of the air changes as required by code

The proposed scope of services for completing the project is presented as follows. Phase 2 includes Tasks 1.1 through 5.4 beginning in 2025.

Task 1 – Project Management

1.1 Project Management/Controls

Initiate the project, including setting up the schedule, work breakdown structure, staff assignments, communication protocol, monthly invoicing, and budget tracking.

1.2 Project Meetings

1. Project Kick-off Meeting and Site Review – Attend on site kick-off meeting with Town of Eagle, CMAR Contractor, Project Manager, and technical discipline leads. Mott MacDonald will prepare meeting agenda and distribute meeting minutes. This includes a full working day (8 hours) for the kick-off meeting and site walkthrough in addition to travel to the site plus a second day for specific discipline technical leads.
2. Project Coordination Meetings – Attend bi-weekly virtual project status meetings with Town of Eagle and CMAR biweekly for the duration of the project (18 meetings total).
3. CMAR Review Meeting – Attend one (1) virtual, 4-hour meeting with the Town and CMAR Contractor to discuss the 30% design.

Task 1 Major Deliverables

- Meeting agendas – Electronic
- Meeting minutes – Electronic
- Monthly invoices – Electronic

Task 2 – 60% Design

2.1 Existing Project Document Review

Review existing drawings, specifications, new survey of the existing site and reports as available.

- Review of water treatment plant as-built drawings
- Review of existing WWTP electrical system
- Review of new WWTP topographical survey
- Review of new photovoltaic system as-built drawings
- Review of existing geotechnical report (received from Terracon) by Mott MacDonald Structural and Geotechnical disciplines and additional coordination

2.2 Coordination with CMAR Contractor

Ongoing coordination and meetings with CMAR contractor regarding 60% design. Assumed to be one (1) hour virtual meeting per week and coordination for the duration of the Task 2.

2.3 Part 1 - 60% Design Wastewater Treatment Process Improvements

Incorporate comments from the Town and CMAR on wastewater treatment process (30% design).

Advance design to 60% completion including:

- IMLR system additions (pump design, piping, valves, flowmeters, and appurtenances)
- Hydraulic modelling
- Aeration system upgrades (aeration blowers, piping, valves, and appurtenances)
- Structural design (baffle wall supports, equipment pad design)
- Electrical & instrumentation design (one-line diagrams, conduit & panel schedule, P&IDs, Control Block Diagram)
- Architectural design (detail for installation of air intake piping through existing WWTP building roof)

It is assumed that HVAC improvements for existing buildings are not required.

2.3.1 60% Process Design

Incorporate comments from the Town and CMAR on 30% process design. Progress design to 60% completion including:

- IMLR pump system sizing, pipe sizing, flowmeter sizing, valve sizing, and pipe routing
- Hydraulic modelling of treatment basins
- Aeration blower sizing based on air requirements, air valve, and flowmeter sizing.

2.3.2 60% Structural Design

Incorporate comments from the Town and CMAR on 30% structural design. Progress design to 60% completion including:

- Equipment pads for IMLR pump
- Demo of existing aeration blower slabs and extension of existing equipment pad for four (4) new aeration blowers
- Replacement of existing warped baffles and design of new baffle wall supports on the existing walls separating anoxic and aeration basins.

It is assumed that no repairs are required for the existing concrete tanks and channels.

2.3.3 60% Electrical and Instrumentation Design

Incorporate comments from the Town and CMAR on 30% electrical design. Progress design to 60% completion for both electrical and instrumentation.

The 60% electrical and instrumentation design includes:

- Electrical service to 3 new IMLR pumps and 4 new aeration blowers.
- Instrumentation, IMLR VFD controls, and SCADA integration.

Electrical design assumptions include:

- Electrical improvements related to NFPA 820 compliance are not required.
- Sufficient electrical capacity exists for all proposed improvements, including blower replacement and new IMLR pumps, within the existing treatment building.
- Proposed equipment will be integrated into the existing facility-wide SCADA system for remote control and monitoring. No upgrades to the existing SCADA system will be implemented.

2.3.4 60% Architectural Design

Progress design to 60% completion including detail for installation of air intake piping for new blowers through existing WWTP building roof.

2.3.5 60% Specifications

Incorporate comments from the Town and CMAR on 30% specifications outline. Develop specifications for individual specification divisions and include CMAR front-end documents.

2.3.6 60% Engineer's Opinion of Probable Construction Cost (EOPCC)

Incorporate comments from the Town and CMAR on 30% Engineer's Opinion of Probable Construction Cost. Advance EOPCC to 60% completion in coordination with the CMAR Contractor. The CMAR Contractor will provide construction cost unit prices to use for Engineer's Opinion of Probable Construction Cost.

2.3.7 60% Design Quality and Quality Assurance

Internal review of 60% design package prior to submission to the Town.

2.3.8 60% Design Review Workshop

Attend a 2-hour virtual workshop to review the 60% Plans, Specifications, and Opinion of Probable Construction Cost associated with the wastewater treatment process improvements with the Town and CMAR Contractor. Mott MacDonald will prepare meeting agenda, comments matrix, and distribute meeting minutes.

Workshop assumptions include:

- It is assumed that all comments will be compiled by the Town and provided to the Consultant within one (1) package per deliverable to avoid multiple comment cycles.
- Town and the CMAR contractor reviews shall not take longer than 15 calendar days from date upon which a deliverable is transmitted.
- Review meetings with the Town and CMAR Contractor beyond the identified workshops will occur with only the Project PM and not include discipline task leads. If task leads are requested to attend, additional scope and fee will be required beyond this scope of work.

2.4 Part 2 - 60% Design New Chemical Storage Building

Incorporate comments from the Town and CMAR on the new chemical storage building (30% design). Advance design to 60% completion including:

- Chemical delivery fill point and associated piping
- Chemical storage tanks, associated piping, and instrumentation
- Chemical feed skids and associate piping
- Chemical building including concrete base slab & walls, masonry building and roofing system.
- Plumbing system including water service.
- HVAC
- Fire protection system.
- Electrical and instrumentation including new electrical service, electrical panels, conduit, lighting, lightning protection, receptacles, and SCADA integration.

- Relocation of existing utilities (natural gas, sanitary force main, non-potable water) within the footprint of the chemical building and delivery pad.
- Civil site work including grading, drainage and erosions & sediment control.

2.4.1 60% Process Design

Incorporate comments from the Town and CMAR on 30% process design for the new chemical storage building. Progress design to 60% completion including:

- Chemical delivery fill point and associated piping design
- Sizing of chemical storage tanks and associated piping
- Sizing of chemical feed skids and associated piping
- Chemical dosing calculations

2.4.2 60% Architectural Design

Incorporate comments from the Town and CMAR on 30% architectural design for the new chemical storage building. Advance design to 60% completion.

The 60% architectural design will include:

- Reflected ceiling plan
- Building sections
- Wall sections
- Roof details
- Door and window details
- Louver details
- Door schedule and room finish schedule.

2.4.3 60% Structural Design

Incorporate comments from the Town and CMAR on 30% structural design for the new chemical storage building. Progress design to 60% completion including:

- Chemical building foundation
- Walls and roof system
- Exterior equipment foundations and slabs
- Retaining wall and shoring design and details
- Concrete equipment pad design and details
- Coordination of foundation design criteria with in-house Geotechnical discipline and Geotechnical subconsultant

2.4.4 60% Electrical and Instrumentation Design

Incorporate comments from the Town and CMAR on 30% electrical design for the new chemical storage building. Progress design to 60% completion for both electrical and instrumentation.

The 60% electrical design includes:

- Evaluation of existing electric capacity.
- Design of new electrical service to the WWTP for new chemical storage building and future electrical requirements.

- Determination of electric capacity for new equipment, building lighting, building lightning protection, one-line diagrams and panel & conduit schedules.

The 60% instrumentation design includes developing P&IDs and SCADA integration.

Mott MacDonald will evaluate the need for a new electrical service or upgrades to the existing electrical service to the WWTP to increase capacity to service new chemical building HVAC system.

2.4.5 60% Mechanical Design

Incorporate comments from the Town and CMAR on 30% mechanical design for the new chemical storage building and progressing the design to 60% completion including:

- Plumbing (cold water service, water heaters, emergency showers, yard hydrant)
- HVAC (electrical based heating and ventilation systems) and
- Fire protection (non-water-based fire suppression system)

2.4.6 60% Grading, Drainage, and Erosion & Sediment Control (ESC) Design

Incorporate comments from the Town and CMAR on grading, drainage, and ESC 30% design for the new chemical storage building. Advance design to 60% completion including:

- The determination of the required size and location of drainage inlets
 - The required size, slope, and routing of storm drainage pipe
 - Material quantities, and potential disturbance areas
- The grading to account for the project's improvements to accommodate the proposed chemical building pad, concrete walkway, swale, gravel area, and concrete pad north the gravel area.
- The development of a preliminary Drainage Design Technical Memorandum to record the existing conditions, project design criteria, and project design assumptions.

Design assumptions include:

- No Floodplain Development Permit is anticipated nor included in this scope of work.
- It is assumed that there will not be a need to coordinate with the local Floodplain Administrator, FEMA, or any other regulatory agency with respect to floodplain.
- It is assumed there will not be any impact to the floodplain associated to this project. Therefore, no floodplain modelling, verification, permitting, or any other related tasks are associated to this scope of work.
- It is assumed that the project's proposed improvements will not have an adverse impact to downstream stormwater facilities / systems. If additional improvements are required beyond the project's grading and storm drainage inlet, pipe end section and connecting pipes to achieve this goal, a fee and scope amendment will be provided to the Town.
- This project does not account for any geotechnical borings, utility potholes, or any sub-ground exploration. Therefore, any permitting, permitting fees, and coordination are excluded from this scope of work to include but not limited to dewatering.
- It is assumed that the project disturbed area will be under one (1)-acre.
- It is assumed that the project will not require water quality facilities due to any increases in impervious area(s).
- It is assumed that the project is a modification to an existing stormwater facility and therefore qualifies for categorical exemption for the outfall.
- Water quality/Low Impact Development (LID) stormwater design is not included in this scope of work.

- The stormwater outfall was sized adequately to account for the full tributary area(s) upstream of said outfall, hence no downstream erosion adverse impacts are assumed.
- All three phases (initial, interim, and final) can be included on one plan sheet for erosion and sediment control.

2.4.7 60% Utility Coordination and Relocation Design

Incorporate comments from the Town and CMAR 30% on utility coordination and relocation design for the new chemical storage building. Advance design to 60% completion. The task includes the following:

- Relocation of sewer force main from North Lift station to the Manhole MH200. Approximately 160 LF of FM within the footprint of the new chemical storage building and associated chemical delivery pad.
- Relocation of Non-Potable Water piping within the footprint of the new chemical storage building and associated chemical delivery pad.
- Relocation of natural gas piping within the footprint of the new chemical storage building and associated chemical delivery pad.

2.4.8 60% Specifications

Incorporate comments from the Town and CMAR on 30% specifications outline. Develop specifications for individual specification divisions and include CMAR front-end documents.

2.4.9 60% Engineer's Opinion of Probable Construction Cost (EOPCC)

Incorporate comments from the Town and CMAR on 30% Engineer's Opinion of Probable Construction Cost. Advance EOPCC to 60% completion based on updates to overall design in coordination with the CMAR Contractor. The CMAR Contractor will provide construction cost unit prices to use for Engineer's Opinion of Probable Construction Cost.

2.4.10 60% Design Quality and Quality Assurance

Internal review of 60% design package prior to submission to the Town.

2.4.11 60% Design Review Workshop

Attend a 2-hour virtual workshop to review the 60% Plans, Specifications, and Opinion of Probable Construction Cost associated with the chemical storage building with the Town and CMAR Contractor. Mott MacDonald will prepare meeting agenda, comments matrix, and distribute meeting minutes.

Workshop assumptions include:

- It is assumed that all comments will be compiled by the Town and provided to the Consultant within one (1) package per deliverable to avoid multiple comment cycles.
- Town and the CMAR contractor reviews shall not take longer than 15 calendar days from date upon which a deliverable is transmitted.
- Review meetings with the Town and CMAR Contractor beyond the identified workshops will occur with only the Project PM and not include discipline task leads. If task leads are requested to attend, additional scope and fee will be required beyond this scope of work.

2.5 60% Design Plans Production

Incorporate comments from the Town and CMAR on 30% design plans. Advance plans to 60% completion. Plans include, approximately:

- 8 General sheets
- 8 Civil design sheets
- 8 Grading, Drainage, and ESC design sheets
- 21 Structural design sheets
- 13 Architectural design sheets
- 10 Process design sheets
- 6 Mechanical design sheets
- 5 Plumbing design sheets
- 3 Fire Protection design sheets
- 18 Electrical design sheets
- 7 Instrumentation sheets
- 8 Detail sheets

CAD files are to be prepared in AutoCAD Civil 3D. Revit files are to be prepared in Autodesk Revit 2022.

The survey control sheet will be provided by the Surveyor and not the responsibility of Mott MacDonald.

Task 2 Major Deliverables

- 60% Design Plans – PDF
- 60% Design Draft Specifications - PDF
- 60% Design Engineer's Opinion of Probable Construction Cost – PDF
- 60% Design Drainage Technical Memorandum – PDF
- 60% Design Workshop Agenda - PDF
- 60% Design Workshop Meeting Minutes - PDF

Task 3 – 90% Design

3.1 Coordination with CMAR Contractor

Ongoing coordination calls with CMAR contractor regarding 90% design. Assumed to be one (1) hour virtual meeting per week for the duration of the Task 3.

3.2 Part 1 - 90% Design Wastewater Treatment Process Improvements

Incorporate comments from the Town and CMAR on wastewater treatment process (60% design) and progress design to 90% completion. The design aspects for each discipline from 60% design will continue for 90%.

3.2.1 90% Plans Production

Incorporate comments from the Town and CMAR on 60% design plans. Advance plans to 90% completion. Total number of sheets is expected to stay the same from 60%.

CAD files are to be prepared in AutoCAD Civil 3D. Revit files are to be prepared in Autodesk Revit 2022. The survey control sheet will be provided by the Surveyor and not the responsibility of Mott MacDonald.

3.2.2 90% Specifications

Incorporate comments from the Town and CMAR on 60% specifications outline for. Update language for individual specification divisions based on design changes.

3.2.3 90% Engineer's Opinion of Probable Construction Cost (EOPCC)

Incorporate comments from the Town and CMAR on 60% Engineer's Opinion of Probable Construction Cost. Advance EOPCC to 90% completion in coordination with the CMAR Contractor. The CMAR Contractor will provide construction cost unit prices to use for Engineer's Opinion of Probable Construction Cost.

3.2.4 90% Design Quality and Quality Assurance

Internal review of 90% design package prior to submission to the Town.

3.2.5 90% Design Review Workshop - Wastewater Process Improvements (2-hours, virtual)

Attend a 2-hour virtual workshop to review the 90% Plans, Specifications, and Opinion of Probable Construction Cost associated with the wastewater treatment process improvements with the Town and CMAR Contractor. Mott MacDonald will prepare meeting agenda, comments matrix with response to 60% comments and distribute meeting minutes.

Workshop assumptions include:

- It is assumed that all comments will be compiled by the Town and provided to the Consultant within one (1) package per deliverable to avoid multiple comment cycles.
- Town and the CMAR contractor reviews shall not take longer than 15 calendar days from date upon which a deliverable is transmitted.
- Review meetings with the Town and CMAR Contractor beyond the identified workshops will occur with only the Project PM and not include discipline task leads. If task leads are requested to attend, additional scope and fee will be required beyond this scope of work.

3.3 Part 2 - 90% Design New Chemical Storage Building

Incorporate comments from the Town and CMAR on 60% design and progress design to 90% completion. The design aspects from 60% will continue for 90% for all the disciplines listed in the Task 2.

3.3.1 90% Plans Production

Incorporate comments from the Town and CMAR on 60% design plans. Advance plans to 90% completion. Total number of sheets is expected to stay the same from 60%.

CAD files are to be prepared in AutoCAD Civil 3D. Revit files are to be prepared in Autodesk Revit 2022. The survey control sheet will be provided by the Surveyor and not the responsibility of Mott MacDonald.

3.3.2 90% Specifications

Incorporate comments from the Town and CMAR on 60% specifications outline. language for individual specification divisions based on design changes.

3.3.3 90% Engineer's Opinion of Probable Construction Cost (EOPCC)

Incorporate comments from the Town and CMAR on 60% Engineer's Opinion of Probable Construction Cost. Advance EOPCC to 90% completion in coordination with the CMAR Contractor. The CMAR Contractor will provide construction cost unit prices to use for Engineer's Opinion of Probable Construction Cost.

3.3.4 90% Design Quality and Quality Assurance

Internal review of 90% design package prior to submission to the Town.

3.3.5 90% Design Review Workshop - Chemical Building (2-hours, virtual)

Attend a 2-hour virtual workshop to review the 90% Plans, Specifications, and Opinion of Probable Construction Cost associated with the chemical storage building with the Town and CMAR Contractor. Mott MacDonald will prepare meeting agenda, comments matrix with response to 60% comments and distribute meeting minutes.

Workshop assumptions include:

- It is assumed that all comments will be compiled by the Town and provided to the Consultant within one (1) package per deliverable to avoid multiple comment cycles.
- Town and the CMAR contractor reviews shall not take longer than 15 calendar days from date upon which a deliverable is transmitted.
- Review meetings with the Town and CMAR Contractor beyond the identified workshops will occur with only the Project PM and not include discipline task leads. If task leads are requested to attend, additional scope and fee will be required beyond this scope of work.

Task 3 Major Deliverables

- 90% Design Plans - PDF
- 90% Design Draft Specifications - PDF
- 90% Design Engineer's Opinion of Probable Construction Cost – PDF
- 90% Design Drainage Technical Memorandum - PDF
- 90% Design Workshop Agenda – PDF
- 90% Design Workshop Meeting Minutes – PDF

Task 4 – Guaranteed Maximum Price (GMP) Set

4.1 Coordination with CMAR Contractor

Ongoing coordination calls with CMAR contractor regarding GMP. Assumed to be one (1) hour virtual meeting per week for the duration of the Task 4.

4.2 Part 1 - GMP Wastewater Treatment Process Improvements

Incorporate comments from the Town and CMAR on wastewater treatment process (90% design). Advance design to GMP set.

4.2.1 GMP Set Plans Production

Incorporate comments from the Town and CMAR on 90% design plans. Advance plans to GMP completion. Total number of sheets is expected to stay the same from 90%.

CAD files are to be prepared in AutoCAD Civil 3D. Revit files are to be prepared in Autodesk Revit 2022. The survey control sheet will be provided by the Surveyor and not the responsibility of Mott MacDonald.

4.2.2 GMP Set Specifications

Incorporate comments from the Town and CMAR on 90% specifications outline. Update language for individual specification divisions based on design changes.

4.2.3 GMP Set Quality and Quality Assurance

Internal review of GMP set design package prior to submission to the Town.

4.3 Part 2 - GMP New Chemical Storage Building

Incorporate comments from the Town and CMAR on new chemical storage building (90% design) and progress design to GMP Set.

4.3.1 GMP Set Plans Production

Incorporate comments from the Town and CMAR on 90% design plans. Advance plans to GMP completion. Total number of sheets is expected to stay the same from 90%.

CAD files are to be prepared in AutoCAD Civil 3D. Revit files are to be prepared in Autodesk Revit 2022. The survey control sheet will be provided by the Surveyor and not the responsibility of Mott MacDonald.

4.3.2 GMP Set Specifications

Incorporate comments from the Town and CMAR on 90% specifications outline. Update language for individual specification divisions based on design changes.

4.3.3 GMP Set Quality and Quality Assurance

Internal review of GMP set design package prior to submission to the Town.

Task 4 Major Deliverables

- GMP Design Plans - PDF
- GMP Design Draft Specifications - PDF
- GMP Design Engineer's Opinion of Probable Construction Cost – PDF
- GMP Design Drainage Technical Memorandum - PDF
- GMP Design Workshop Agenda - PDF
- GMP Design Workshop Meeting Minutes - PDF

Task 5 – Permitting Assistance

Permit assistance included in the scope are:

- CDPHE Site Approval amendment coordination
- Stormwater Management Plan
- Town of Eagle Planning and Building permit
- Town of Eagle Grading permit

All fees for permitting will be provided by the Town. Additional Town of Eagle and Eagle County permits beyond those listed are excluded from this scope.

No Right-of-Way permit is anticipated nor included in this scope of work. No State Highway Access Permit is anticipated nor included in this scope of work.

5.1 Coordination with Town and CDPHE on Site Location Approval Submittals

Coordinate with CDPHE on Site Location Approval form and Engineering Report submittals. Address Requests for Information (RFIs) received from CDPHE.

CDPHE Site Location Approval form and Engineering Report will be submitted by the Town to CDPHE.

5.2 Stormwater Management Plan

Prepare stormwater management plan to submit to the Town of Eagle

5.3 Town of Eagle Planning and Building Permits

Prepare documents to support the Town's application for Planning and Building permits.

5.4 Town of Eagle Grading Permit

Compile and submit the grading permit application. It is assumed that no land disturbance will be greater than one (1)-acre requiring CDPHE stormwater discharge permit.

Engineering Fee

Our proposed budget for the tasks outlined above is:

- Not-to-Exceed Budget = \$933,032

Task	Subtotal
Task 1 – Project Management	\$91,151
Task 2 – 60% Design	\$392,530
Task 3 – 90% Design	\$279,198
Task 4 – GMP Set	\$133,974
Task 5 – Permitting Assistance	\$36,180

The work identified under Scope of Services will be undertaken under the terms and conditions of our most recent General Services Agreement between the Town and Mott MacDonald dated March 2, 2017, amended on October 23, 2020. Labor rates will be in accordance with Mott MacDonald's 2025 fee schedule.

Additional details can be found in Appendix A – Engineering Fee.

Proposed Project Schedule

Mott MacDonald proposes to complete the services within 300 days as indicated in the table below.

Town of Eagle, CO - Eagle WWTP Improvements - Phase 2						
ID	Task Name	Duration	Start	Finish		
1	Eagle WWTP Improvements Design - Phase 2	274 days?	Wed 1/1/25	Wed 10/1/25		
2	Task 1 - Project Management	261 days	Mon 1/13/25	Tue 9/30/25		
3	Task 1.1 Project Management/Controls	260 97 days	Mon 1/13/25	Tue 9/30/25		
4	Task 1.2 Kick-off Meeting	1 day	Mon 1/13/25	Mon 1/13/25		
5	Task 1.2B Project Meetings (1-hour, virtual, and bi-weekly for 9 months)	260 days	Tue 1/14/25	Tue 9/30/25		
6	Task 1.3 CMAR Review/Meeting (4-hours, virtual)	1 day	Fri 1/24/25	Fri 1/24/25		
7	Task 2 - 60% Design	154 days	Mon 1/13/25	Sun 6/15/25		
8	Task 2.1 Gather and Review Existing Documents	153 days	Mon 1/13/25	Sat 6/14/25		
10	Task 2.2 Coordination with CMAR Contractor	128 days	Sun 1/12/25	Tue 5/20/25		
11	Task 2.3 60% Design - WWTP Process Improvements (Updated Plans, Specifications, Opinion of Probable Cost)	68 days	Mon 1/13/25	Fri 3/21/25		
16	Task 2.4 60% Design - New Chemical Storage Building (Updated Plans, Specifications, Opinion of Probable Cost)	83 days	Thu 2/27/25	Tue 5/20/25		
21	Task 3 - 90% Design	140 days	Sat 3/22/25	Fri 8/8/25		
22	Task 3.1 Coordination with CMAR Contractor	140 days	Sat 3/22/25	Fri 8/8/25		
23	Task 3.2 90% Design - WWTP Process Improvements (Updated Plans, Specifications, Opinion of Probable Cost)	62 days	Sun 3/23/25	Fri 5/23/25		
28	Task 3.3 90% Design - New Chemical Storage Building (Updated Plans, Specifications, Opinion of Probable Cost)	79 days	Tue 5/20/25	Wed 8/6/25		
33	Task 4 - GMP Set	42 days	Fri 8/8/25	Thu 9/18/25		
34	Task 4.1 Coordination with CMAR Contractor	41 days	Fri 8/8/25	Wed 9/17/25		
35	Task 4.2 GMP Set - WWTP Process Improvements	37 days	Fri 8/8/25	Sat 9/13/25		
39	Task 4.3 GMP Set - New Chemical Storage Building	37 days	Fri 8/8/25	Sat 9/13/25		

See Appendix B – Proposed Project Schedule.

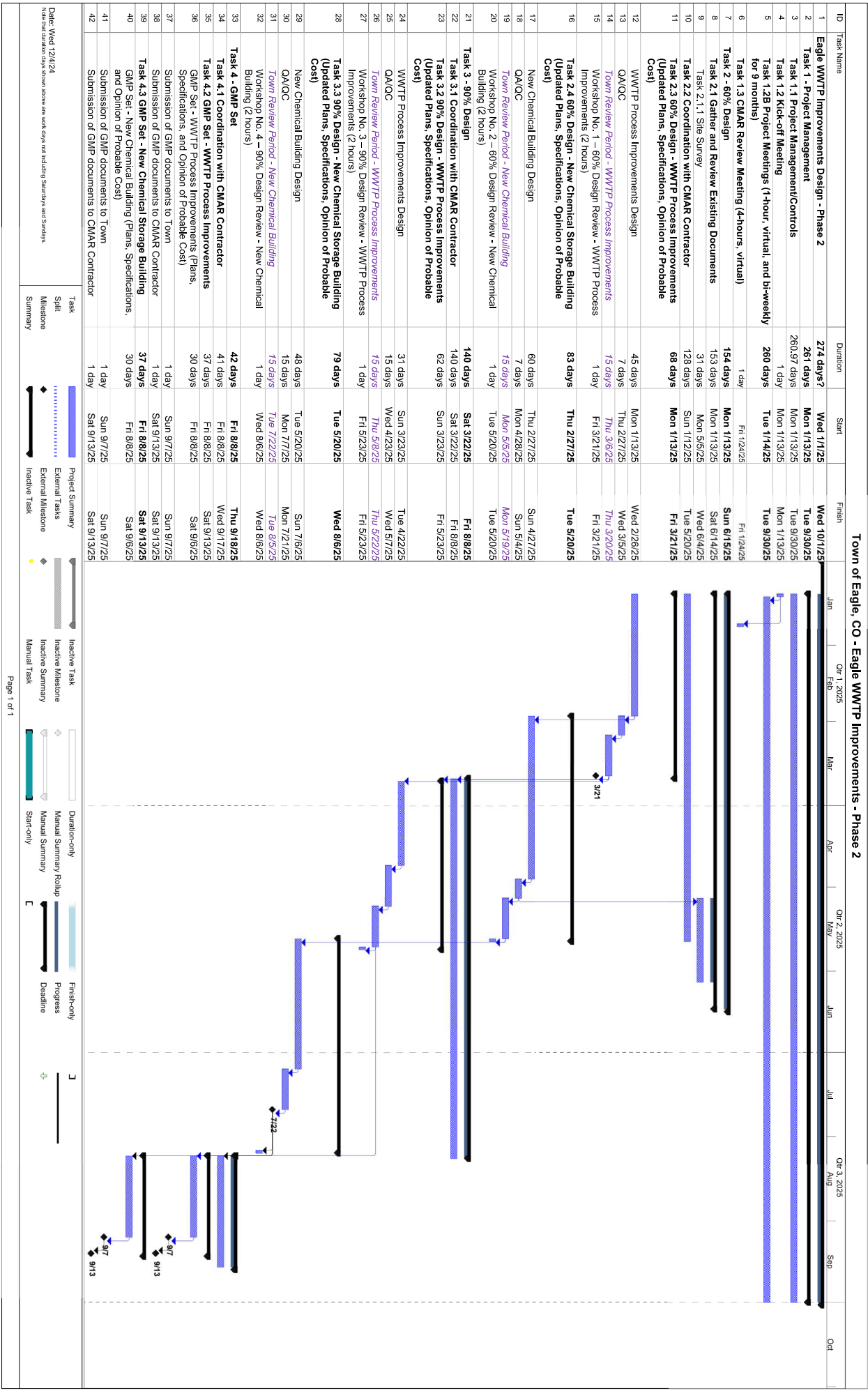
Assumptions and Exclusions

The following assumptions and exclusions are applicable to Mott MacDonald's proposal:

1. Labor rates shown in the Fee Proposal are based on 2025 labor rates as most of the work for the project will be completed in 2025.
2. Construction and Post Construction Engineering Services are not included at this time. These will be developed at a later date.
3. Unused fee from a task can be redistributed to other tasks upon notification and justification given to the Town.
4. This scope of work and fee does not account for work conducted in 2026.
5. It is assumed the drainage design criteria implemented on this project will be Eagle County Engineering Criteria Manual, Adopted March 9, 2023.
6. Specifications will utilize 2023 EJCDC CMAR front end documents.
7. It is assumed that permanent/temporary easement acquisitions are not part of this scope of work.
8. Preparation of property acquisition maps, surveying for easements and description for additional right-of-way (ROW) for implementation of the proposed project will not be required.
9. Environmental impact studies are not anticipated and thus, excluded from the scope.

APPENDIX A: ENGINEERING FEE

APPENDIX B: PROPOSED PROJECT SCHEDULE



APPENDIX C: SUBCONSULTANT PROPOSAL



November 5, 2024
Revised - November 6, 2024

Kee Venkatapathi
Mott MacDonald
165 S. Union Blvd., Suite 200
Lakewood, CO 80228
D: 240-361-3016 C: 571-579-1238
keerthivasan.venkatapathi@mottmac.com

Re: Town of Eagle – WWTP Project – Additional Survey Area

Dear Kee:

Precision Survey & Mapping, Inc. is pleased to submit a revised fee proposal for the additional survey area for the Town of Eagle – WWTP Project. Thank you again for the opportunity to provide our Land Surveying Services. Please feel free to call with any questions.

Sincerely,
Christopher P. Juliana, PLS



PURPOSE OF PROJECT

The purpose of this project is to create a topographic survey for the project site suitable for Civil Engineering design.

SCOPE OF WORK-TOPOGRAPHIC SURVEY

Precision Survey & Mapping, Inc. (PSM) will provide surveying services for the Topographic Survey for the additional survey area for the Town of Eagle – WWTP Project. Said project site is more particularly shown on the attached Exhibit “A” and “B”. Exhibit “A” represents the area that was previously surveyed by Precision Survey & Mapping. Exhibit “B” represents the additional area to be surveyed.

This Design Survey is intended to be made to create a Topographic Survey Map representing physical improvements including, but not limited to, features such as buildings, fences, structures, curb lines, surface types, edge of pavement, streets, alleys, driveways, drains, retaining walls, utility poles/anchors and other similar improvements. If applicable, the survey will also include surface relief and land features such as water courses, drainage ways, ridge lines, vegetation, trees, landscaping, subsurface utilities, and visible above ground utilities.

The scope of work is further described as follows:

SURVEY CONTROL-HORIZONTAL AND VERTICAL

- Confirm that horizon and vertical control datums are based on an accepted municipal/jurisdictional datum before proceeding with survey.
- Establish horizontal control based on Colorado State Plane/NAD 83 Datum. Basis of project coordinates will be clearly stated and communicated to client through control notes in CAD File. If modified project coordinates are utilized, a scale factor and point of origin will be stated in order to convert between grid and ground coordinates.
- Establish vertical control based on NAVD 88 Datum.
- A minimum of two permanent control points will be set for the project. At a minimum an 18-inch #5 rebar with a red plastic cap stamped “PSM CP” will be placed for future use.

RECORDS RESEARCH

Provide necessary records research including but not limited to, County Assessor’s Records, Property Deeds, Subdivision Plats, Land Survey Plats, PLSS Land Section Monument Records, Road Right-of-Way/County Commissioner Road Petitions, CDOT Right-of-Way Plans and Bureau of Land Management (BLM) Records.

PROPERTY BOUNDARY (BASEMAP SURVEY ONLY)

- Property Lines of subject properties will be established, and all features and appurtenances will be shown relative thereto.



TOPOGRAPHIC SURVEY REQUIREMENTS

- Provide a Digital Terrain Model (DTM) with contours intervals shown at 1-foot intervals.
- Existing above ground features will be survey located including but not limited to features such as buildings, fences, structures, curb lines, surface types, edge of pavement, streets, alleys, driveways, drains, retaining walls, utility poles/anchors and other similar improvements. If applicable, the survey will also include surface relief and land features such as, water courses, drainage ways, ridge lines, vegetation, trees, landscaping, subsurface utilities, and visible above ground utilities.
- Tree stands will be located by the edge of trees only and individual trees in groups of trees will not be located.
- Spot elevations will be shown at street intersections at 25-foot intervals on curb, sidewalk and edge of paving and other hard surfaces.
- Spot elevations will be shown on centerlines of drainage swales and other critical drainage features including but not limited to top/bottom of slopes, retaining walls, steps, etc.
- If applicable, provide spot elevations at all existing building entrances at a point immediately inside of exterior doors. Where building entrance elevations are not the same as the finished floor elevation within the building (spilt level) provide spot elevations of the floor nearest the entrance point, with identification as to which floor (basement or first floor, etc.) is being referenced.

SUBSURFACE UTILITY LOCATING METHODOLOGY

The subsurface utility methodology utilized in this scope of work will be based on a combination of information based on record information from utility providers, local facility management personnel, surface and subsurface (inverts) evidence and the techniques as employed by a Professional Subsurface Utility Exploration Company.

COLORADO811.ORG

Based on the information provided by Colorado811.org Online Web Entry (WTE) System, PSM will attempt to acquire available records of all registered utility providers within the project scope. If necessary PSM will directly contact and acquire all available utility/facility maps from each identified utility provider provided by Colorado811.org.

DISCLAIMER

Utility locates are intended to assist in the planning/design process only. Due to the methodology of electromagnetic locating processes, subsurface utility locating is not an exact science and is accurate to approximately 18". Therefore, to obtain the exact location of any/all buried utilities, said utilities would need to be potholed. Said marks are not intended for construction use.

UTILITIES

- The location of subsurface waterline services and gas services **are** included as a part of this scope of work.
- Location of fire hydrants available to the property.
- Location of gas, electric, communications systems, water, cable television, street lighting, and traffic control facilities above and below grade.



- Location of above grade utilities such as electric and communications suspended on utility poles/structures will be shown.
- Name of the operating authority, including contact person and phone number, for each utility indicated above as provided by Colorado811.org Online Web Entry (WTE) System.

EXCLUSIONS-UTILITIES

- The location of subsurface sanitary sewer laterals are **not** included as a part of this scope of work. This item would need to be specifically addressed if desired and an additional fee would apply.
- The size, depth and pressure of water and gas mains, central steam and other utilities including but not limited to, buried tanks and septic fields serving, or on the property will **not** be provided as a part of this scope of work.
- PSM **cannot** guarantee that private utilities (not of record) will be shown in the utility locating effort.
- Irrigation systems will **not** be shown as a part of this scope of work unless specifically requested and marked on the ground by the owner or owner's representative.

GRAVITY FEED-SANITARY SEWER and STORM DRAIN

Survey will identify alignment, pipe sizes, pipe material, inverts, rim elevations and accurate alignments between manholes, inlets, etc. All storm and sanitary sewer will be labeled with leaders identifying the following:

- Type of structure
- Rim/Inlet elevation
- Pipe diameter and material (if available or verifiable without entry into confined space)
- Inverts in and out and pipe directions
- Survey up and downstream storm drain and sanitary structures crossing or in close proximity to the project area where they may affect the civil engineering design.

EASEMENTS AND ENCUMBRANCES (WITHOUT TITLE INFORMATION BINDER)

- Easements and encumbrances shown on routine records research as described above will be represented. For example, if an easement is represented on a Subdivision Plat or described in a Deed, said easement will be represented.

DISCLAIMER-EASEMENTS AND ENCUMBRANCES

- All Recorded Easements and encumbrances will not be represented unless a current Title Information Binder is procured and/or supplied by the client. Precision Survey & Mapping, Inc. shall not be held accountable should a conflict arise stemming from an easement or encumbrance not reflected in the survey due to lack of the benefit of a Title Information Binder.



TITLE INFORMATION BINDERS

- To represent all record easements and encumbrances, a Title Information Binder must be acquired for all subject properties. If Title Information Binders are not acquired, only easements represented on plats, deeds and easements provided by the client will be represented on the design survey. See disclaimer above.

GEOSPATIAL DATA-AERIAL PHOTOGRAMMETRY AND MOBILE/AERIAL LIDAR

Precision Survey & Mapping, Inc. may utilize a combination of geospatial data collection equipment and methodologies. A determination will be made based on the scope of work, type of terrain and required accuracies as to the most suitable equipment and methodology for a specific project. Equipment and methodologies include Mobile/Aerial Lidar, Terrestrial Lidar, Aerial Photogrammetry, GPS Systems, Conventional Total Stations, and Differential Levels. The tool and methodology utilized will not alter the final deliverable that client is accustomed to receiving.

Equipment and methodologies utilized will meet or exceed the horizontal and vertical project specifications.

GEOSPATIAL-EQUIPMENT TO BE UTILIZED-PROJECT SPECIFIC

The following list outlines the anticipated equipment and methodologies to be utilized for the project:

- Trimble Dini Digital Differential Level**-Relative Vertical Accuracy is 0.01'.
- Trimble S6 Robotic Total Station**-Relative Horizontal Accuracy ~0.02'/Relative Vertical Accuracy ~0.03'.
- Photogrammetry/UAV /DJI M300 & P1 RGB Sensor/Trimble UAV Master System (GSD=0.03')** -Relative Horizontal Accuracy ~0.03'/Relative Vertical Accuracy ~0.04'.
- Mobile/Aerial LiDAR-Reigl VUX-1UAV Lidar Sensor**- Relative Horizontal Accuracy ~0.03'/Relative Vertical Accuracy ~0.04'.

GEOSPATIAL DATA - QUALITY CONTROL - GROUND SAMPLING DISTANCE - GROUND TRUTHING

- Ground Control Points-Quality Control**-Relative Horizontal and Vertical Accuracies are highly dependent on accuracy of ground control points (GCP's). PSM will utilize the appropriate equipment to ensure adherence to project specifications.
- Ground Sampling Distance-Quality Control**-Relative Horizontal and Vertical Accuracies are highly dependent on Ground Sampling Distance (GSD) of photography. PSM will utilize the appropriate GSD to ensure adherence to project specifications.
- Ground Truthing-Quality Control**-Ground Truthing Points will be collected utilizing ground surveying equipment and methodologies to ensure that project specifications and vertical tolerances are being met. A ground truthing report will be provided in a Microsoft Excel Format upon request. (Ground Truthing Report represents the difference of ground survey check points vs. point cloud).

DELIVERY DATE

- TBD



DELIVERABLES

- Provide electronic file in AutoCAD Civil 3D Drawing File format.

SURVEYING FEES

- **Topographic Survey Fee: \$13,545**
- **Utility Locating: \$3,245**
 - **Total: \$16,790**

ADD ALTERNATES/OPTIONAL FEES

POTHOLE-SURVEY LOCATIONS ONLY

Survey pothole locations and provide NEZ information. Said pothole locations will be based on the site plan provided by Client and will be billed on a per mobilization basis.

- **Fee: \$1,500/Mobilization**

BOREHOLES-SURVEY LOCATION ONLY

Survey stake and locate borehole locations and provide NEZ information. Said borehole locations will be based on the site plan provided by Client and will be billed on a per mobilization basis.

- **Fee: \$1,500/Mobilization**



EXHIBIT "A"
PREVIOUSLY SURVEY AREA

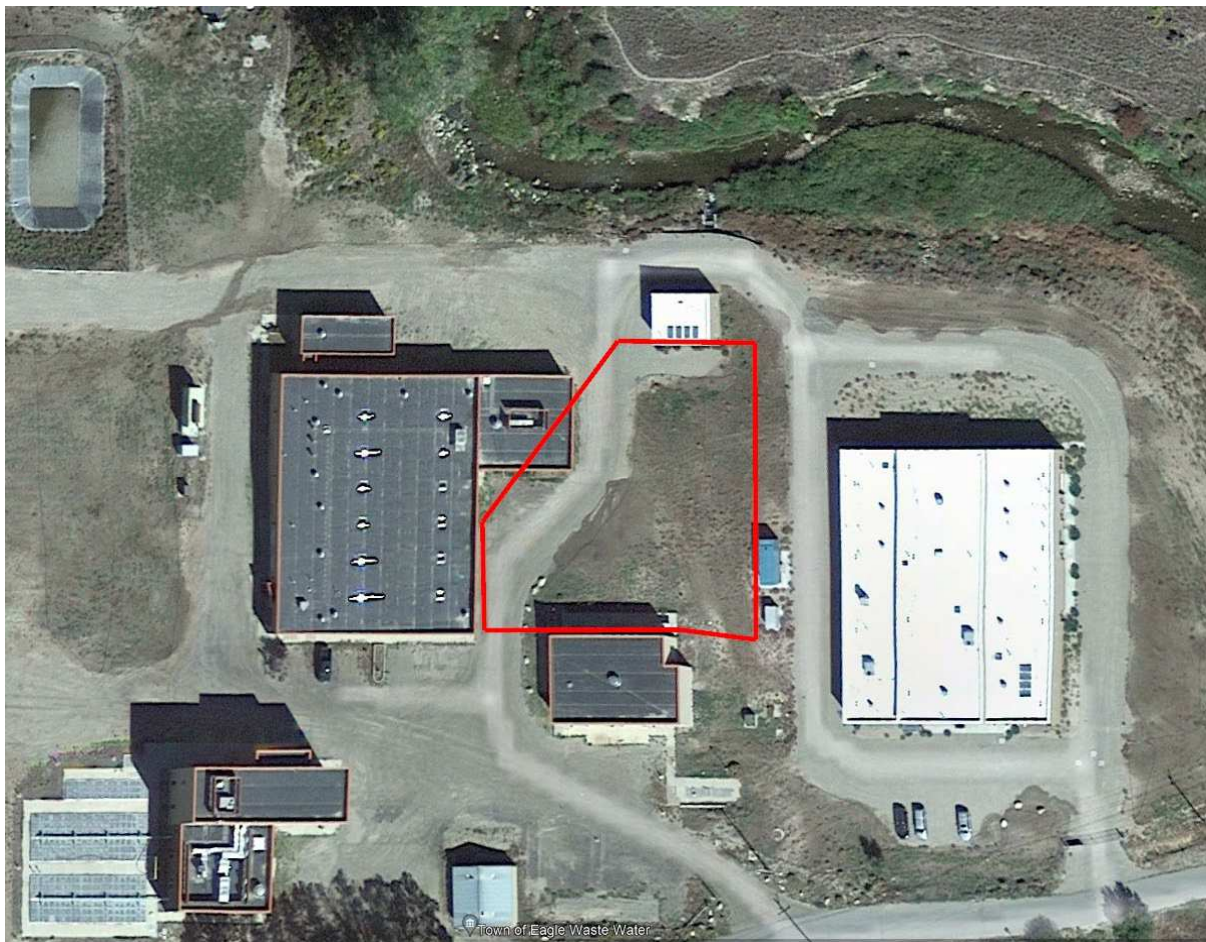
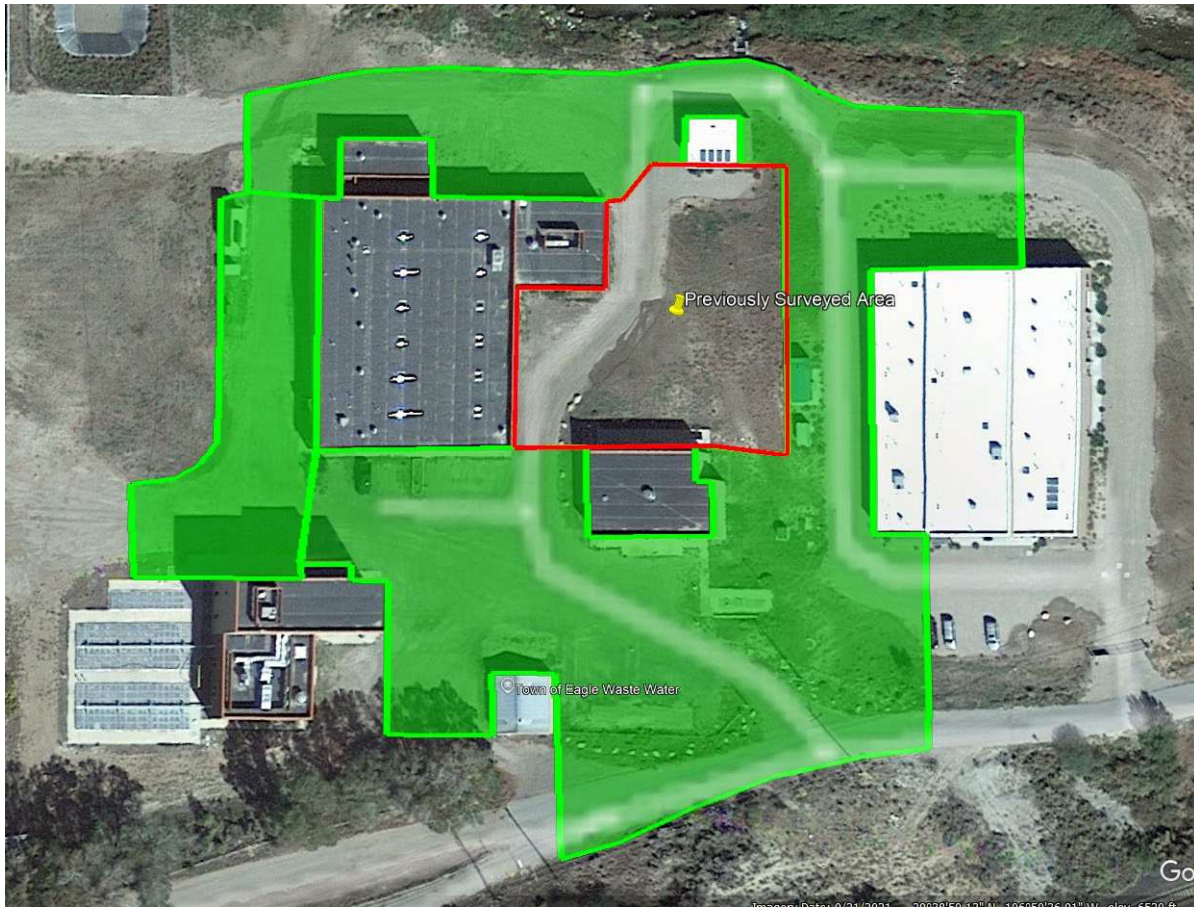




EXHIBIT "B"
ADDITIONAL SURVEY AREA



Certificate Of Completion

Envelope Id: 778E9A2E-E35E-45D0-8FE5-309145B40457

Status: Completed

Subject: Complete with Docusign: Town of Eagle WWTP Phase 2 Scope_2024.12.04.pdf

Source Envelope:

Document Pages: 29

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

André Bester

AutoNav: Enabled

Mott MacDonald House

Envelopeld Stamping: Enabled

8-10 Sydenham Road

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Croydon, Croydon CR0 2EE

andre.bester@mottmac.com

IP Address: 136.226.64.162

Record Tracking

Status: Original

Holder: André Bester

Location: DocuSign

12/13/2024 8:08:00 PM

andre.bester@mottmac.com

Signer Events

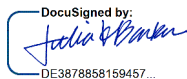
Julia Barker

Julia.Barker@mottmac.com

Senior Vice President

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

DE3878858159457...

Signature Adoption: Uploaded Signature Image
Using IP Address: 165.225.10.157

Timestamp

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Signed: 12/13/2024 8:10:38 PM

Electronic Record and Signature Disclosure:

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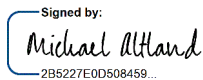
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Michael Altland

Michael.Altland@mottmac.com

Sr. Vice President

Security Level: Email, Account Authentication
(None)

Signed by:

2B5227E0D508459...

Signature Adoption: Pre-selected Style
Using IP Address: 136.226.86.168

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Viewed: 12/13/2024 9:29:35 PM

Signed: 12/13/2024 9:30:06 PM

Electronic Record and Signature Disclosure:

Accepted: 12/13/2024 9:29:35 PM

ID: eaba4218-bb47-4045-b53c-7d19060c98cb

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

12/13/2024 8:10:04 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	12/13/2024 9:29:35 PM
Signing Complete	Security Checked	12/13/2024 9:30:06 PM
Completed	Security Checked	12/13/2024 9:30:06 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Mott MacDonald - Non SAP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Mott MacDonald - Non SAP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: chris.bew@mottmac.com

To advise Mott MacDonald - Non SAP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at chris.bew@mottmac.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Mott MacDonald - Non SAP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to chris.bew@mottmac.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Mott MacDonald - Non SAP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to chris.bew@mottmac.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Mott MacDonald - Non SAP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Mott MacDonald - Non SAP during the course of your relationship with Mott MacDonald - Non SAP.



To: Mayor Turnipseed and Town Council

From: Tom Gosiorowski, PE, Public Works Director

Date: January 23, 2025

Agenda Item: Extraterritorial Water Service Agreement for Lot 1 Mo's Subdivision (a.k.a. 6495 Brush Creek Road)

REQUEST: For Town Council to approve Resolution 12 entering into an Extraterritorial Water Service Agreement between the Town and the John G. Gulick Trust.

ANALYSIS: The Town was approached by Mr. John Gulick who owns an existing single family residence located at 6495 Brush Creek Road regarding the provision of water service to a proposed Accessory Dwelling Unit (ADU) on his property. This property is located outside of the Town boundary. The first step in considering these requests is to review the applicable water service agreement to see if there are any restrictions on the provision of water service such a limitation on the number of units served, number of Equivalent Residential Units allowed, etc. After an exhaustive search of the Town's and Eagle County records I was unable to find a water service agreement that applies to this property. After consulting with the Town's water attorney, we concluded that it would be best to use this opportunity to enter into a water service agreement the memorializes the water service to the existing single family home and expands that service to include the proposed ADU.

The Town's Municipal Code requires a dedication of water rights (or payment of cash-in-lieu) when water service is expended. Reviewing cash-in-lieu payments made on other recent development projects I calculated that a payment of \$2,000.00 is appropriate for the proposed ADU. The Town Manager approved this amount as required by Code. Note that this payment is for the expansion of service for the ADU and the Town is not requiring any water rights dedication at this time for the existing service to the single family home.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: The Town's water treatment system has sufficient physical capacity to provide service to the ADU, therefore no expenditure is required. The revenue received via the payment of water rights cash-in-lieu will be used to secure the water rights necessary to serve this use in the future.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This agreement and the provision of water service helps to achieve the Town's objective of Diversify The Attainable Housing Stock through the addition of an ADU to the Eagle area.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve Resolution 12, Series 2025, a resolution of the Town Council approving the Extraterritorial Water Service Agreement for Lot 1 of the Mo's Subdivision.

ATTACHMENTS:

Resolution 12-2025, Extraterritorial Water Service Agreement

**TOWN OF EAGLE, COLORADO
RESOLUTION NO. 12
(Series of 2025)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING AN EXTRATERRITORIAL WATER SERVICE AGREEMENT BETWEEN THE
TOWN OF EAGLE, COLORADO AND THE JOHN G. GULICK TRUST CONCERNING THE
PROVISION OF WATER SERVICE TO LOT 1 OF THE MO'S SUBDIVISION.

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

WHEREAS, Owner already has one tap for Town water service to one single-family home located at Lot 1, Mo's Subdivision, County of Eagle, State of Colorado, also known as 6495 Brush Creek Road, Eagle, Colorado (the "Property"); and

WHEREAS, Owner desires to construct an Accessory Dwelling Unit (ADU) on the Property that will also be served by the Town's water system; and

WHEREAS, the ADU will be connected to the existing tap serving the property; and

WHEREAS, the Town cannot locate any existing water service agreement for the current water service to the Property; and

WHEREAS, the Town and Owner desire to memorialize the Town's commitment to provide water service to the Property through this Agreement; and

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

WHEREAS, the Town is authorized by Sections 31-35-402 and 31-12-121, C.R.S., and the Town of Eagle Charter Section 9.05 to provide water service to properties located outside of its boundaries by means of a contract; and

WHEREAS, pursuant to Section 31-12-121, C.R.S. and Section 12.16.030 of the Town of Eagle Municipal Code, as a condition precedent to the supplying of municipal services pursuant to contract, the Town may require a contemporaneous agreement by the owner of real property so supplied to apply for or consent to the annexation of the area to be supplied with water service at a future date; and

WHEREAS, the Town desires to provide water service to an ADU on the Property, and confirm the existing service to the single-family dwelling with no more than 5,000 square feet of irrigation, per the terms and conditions contained in this Agreement.

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

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

Section 1. The Extraterritorial Water Service Agreement Between the Town of Eagle, Colorado and the John G. Gulick Trust for Lot 1 of the Mo's Subdivision is hereby approved in substantially the form attached hereto. The Mayor is authorized to execute the Agreement on behalf of the Town.

INTRODUCED, READ, PASSED AND ADOPTED ON January 28, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

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

Lot 1, Mo's Subdivision, County of Eagle, State of Colorado

THIS AGREEMENT, is made and entered into as of the _____ day of January, 2025, by and between the TOWN OF EAGLE, COLORADO, a municipal corporation, whose address is 200 Broadway, Eagle, Colorado 81631 ("Town"), and the John G. Gulick Trust, whose address is P.O. Box 3343, Eagle, Colorado 81631 ("Owner").

RECITALS

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

WHEREAS, Owner already has one tap for Town water service to one single-family home located at Lot 1, Mo's Subdivision, County of Eagle, State of Colorado, also known as 6495 Brush Creek Road, Eagle, Colorado (the "Property"); and

WHEREAS, Owner desires to construct an Accessory Dwelling Unit (ADU) on the Property that will also be served by the Town's water system; and

WHEREAS, the ADU will be connected to the existing tap serving the property; and

WHEREAS, the Town cannot locate any existing water service agreement for the current water service to the Property; and

WHEREAS, the Town and Owner desire to memorialize the Town's commitment to provide water service to the Property through this Agreement; and

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

WHEREAS, the Town is authorized by Sections 31-35-402 and 31-12-121, C.R.S., and the Town of Eagle Charter Section 9.05 to provide water service to properties located outside of its boundaries by means of a contract; and

WHEREAS, pursuant to Section 31-12-121, C.R.S. and Section 12.16.030 of the Town of Eagle Municipal Code, as a condition precedent to the supplying of municipal services pursuant to contract, the Town may require a contemporaneous agreement by the owner of real property so supplied to apply for or consent to the annexation of the area to be supplied with water service at a future date; and

WHEREAS, the Town desires to provide water service to an ADU on the Property, and confirm the existing service to the single-family dwelling with no more than 5,000 square feet of irrigation, per the terms and conditions contained in this Agreement.

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

SECTION 1 WATER SERVICE

1.1 Provision of Water Service. The Town agrees to provide municipal water service to the Property under the terms and conditions specified in this Agreement and pursuant to all requirements as set forth in the Eagle Municipal Code and the Town's rules, regulations and policies concerning water service. The Town shall be the sole municipal water service provider to the Property, with the exception of raw water for irrigation, if any. Water service to the Property shall not exceed service to one (1) single-family residential unit and ADU with an irrigated lawn area of not more than 5,000 square feet irrigated with municipal water. Provision of water service to the Property shall be made on a first come/first served basis with the Town's other water customers, subject to system capacity and any prior commitments, and payment of any connection charges, at the then applicable rate. The water service for the existing single-family dwelling and 5,000 square feet of irrigation is already provided by the Town and therefore not subject to these requirements. Except as may otherwise be provided in this Agreement, Owner shall not receive any preference for or assurance of the availability of water service from the Town. If the water usage on the Property is changed, the owner will be required to contact the Town for a new water service agreement under new terms and conditions.

1.1.1 Execution of a pre-annexation agreement with the Town within one-year of receiving a temporary certificate of occupancy (TCO) from Eagle County for the new ADU on the Property;

1.2 Payment in Lieu of Dedication of Water Rights. In accordance with Section 12.26.050(B) of the Eagle Municipal Code, Owner shall pay to the Town the sum \$2,000.00 representing the fair market value of the water rights necessary to serve the new ADU on the Property in accordance with Section 12.26.030 of the Eagle Municipal Code. Said fees shall be paid to the Town by the Owner within 30 days of the effective date of this agreement.

SECTION 2

Omitted

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

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

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

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

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

SECTION 4
COMPLIANCE WITH TOWN RULES AND REGULATIONS

Except as expressly modified to the contrary in this Agreement and except as may otherwise be provided or satisfied by this Agreement, water service provided to the Owner shall

be subject to all applicable ordinances, rules and regulations of the Town concerning the provision of water service, and specifically to all applicable provisions of Title 12 of the Eagle Municipal Code in effect from time to time as fully as if the Property was located within the corporate limits of the Town.

SECTION 5 REIMBURSEMENT OF COSTS

The Owner shall pay to the Town the actual cost to the Town for legal services rendered in connection with Owner's request for water service from the Town. Provided, however, upon request, the Owner shall receive detailed invoices reflecting the nature and description of each charge so incurred. In the event the Owner does not believe that the costs assessed under this Section are reasonable, the Owner may appeal such assessment to the Board of Trustees. Following an opportunity for the Owner to be heard, the Board of Trustees shall affirm the appeal or deny the appeal.

SECTION 6 ANNEXATION: POWER OF ATTORNEY

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

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

6.4 Future Development. In the event the Property is annexed pursuant to this Section 6, the Town and Owner mutually acknowledge and agree that the Town's regulations regarding assurance of adequate public facilities, as set forth in Chapter 4.14 of the Eagle Municipal Code ("APF Regulations") and the level of service ("LOS") standards contained therein, as the same may be amended in the future, shall apply to the Property.

SECTION 7 ENFORCEMENT

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

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

SECTION 8 MISCELLANEOUS PROVISIONS

8.1 Waiver of Defects. In executing this Agreement, Owner and the Town waive all rights they may have concerning defects, if any, of the form of this Agreement, the formalities whereby it is executed; and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement. Owner further waives all rights it may have concerning the power of the Town to impose conditions on Owner as set forth herein.

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

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

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

8.5 Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices,

action is commenced in the District Court for Eagle County, Colorado. The Owner expressly waives its right to bring such action in or to remove such action any other court, whether State or federal.

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

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

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

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

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

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

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

TOWN OF EAGLE, COLORADO, a
municipal corporation, acting by and through its
Town Council

Attest

By: _____
Scott Turnipseed, Mayor

Jenny Rakow, Town Clerk



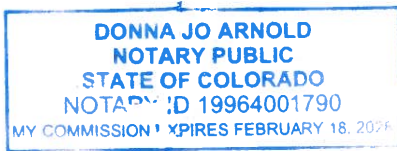
John G. Gulick

STATE OF COLORADO }
 } ss.
COUNTY OF EAGLE }

Subscribed and sworn to before me this 14 day of JAN, 2025, by John G. Gulick.

WITNESS my hand and official seal.

My commission expires: 2/18/28





Notary Public



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

Administration and Organization Update:

In 2025, we aim to fill 13 open positions to strengthen our capacity for delivering exceptional service. Five full-time roles remain unfilled, and we prioritize candidates who align with our mission. To maintain fiscal sustainability, we have paused recruitment for general fund-supported roles, ensuring workforce growth aligns with revenue stability. This measured approach underscores our dedication to building a resilient, high-performing team ready to meet our Community's evolving needs.

On January 22, we hosted interviews for the Town Clerk position, selecting three outstanding candidates. We are currently in the background check phase and anticipate announcing Jenny Rakow's replacement next week.

Last week, we interviewed three potential attorney firms to support the Town of Eagle's legal service transition. Melissa and I have shortlisted two firms, and Mayor Turnipseed and I will hold final interviews in the coming days.

We are actively updating our FY 2025 RAISE Funding grant submittal package under the Bipartisan Infrastructure Law, which provides \$1.5 billion for transformative infrastructure projects nationwide. Our Grand Avenue Multimodal Reconstruction Project (GRANT14083451) earned a "Highly Recommended" rating as a 2024 Project of Merit and is eligible for reserved funding. This achievement highlights our ongoing commitment to enhancing multimodal connectivity for the Community. We are refining our application and remain optimistic about advancing this critical initiative by the January 30 deadline.

Economic Development:

The Town of Eagle is advancing its commitment to align commercial development with local housing needs through strategic collaboration with Economic & Planning Systems (EPS). Ongoing discussions include implementing a Commercial Linkage Fee to fund housing solutions linked to commercial growth and conducting financial analyses for potential annexations. On January 7, EPS presented the first draft recommendations for infrastructure funding and revenue-sharing strategies to the Town Council. These efforts reflect our focus on sustainable economic growth.

In partnership with East Eagle Partners, the Town continues to maximize development opportunities on recently annexed properties and finalize the annexation of Parcels A and F. These initiatives are critical to addressing housing needs and ensuring balanced growth within the East Eagle Subarea, aligning with our vision for a vibrant and prosperous community.

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.

On Friday, January 24, the Eagle County Mayor's and Managers Roundtable discussed several impactful initiatives and updates. Chris Romer, Maren Cerimele, and Erin McCuskey provided a comprehensive Workforce Mapping Update, highlighting collaborative efforts between VVP and

SBDC to address regional workforce challenges. Matt Figgs presented updates on the Airport Interchange Project in Gypsum, emphasizing its potential to improve connectivity and support economic growth. The session included a brief by Matt Scherr on CML Policy Committee appointments, followed by Eric Heil's insights on key discussions with Rep. Neguse regarding I-70 safety, Vail Pass, the Shred Act, and funding for Shoshone infrastructure. Additionally, Eric Heil shared an overview of the Climate Action Collaborative's 2025 work plan, underscoring the commitment to sustainability and regional collaboration.

On January 16, the Eagle County Regional Housing Needs Analysis identifies critical housing challenges and provides actionable insights to address the region's needs. Here are the key elements outlined in the report:

- Housing Demand and Shortage: The report projects a need for approximately 6,400 housing units over the next decade. This includes 2,700 units to address the existing housing shortage and 3,700 units for future demand. Rental units are prioritized over ownership due to market trends and affordability gaps, particularly for lower income brackets.
- Non-local Ownership Impact: Data highlights a growing trend of out-of-state ownership, contributing to rising property values. For instance, average sales prices for properties with primary residence exemptions in Avon doubled from \$571,000 in 2019 to \$1.2 million in 2023, further limiting local homeownership opportunities.
- Job-Based Housing Allocation: Housing needs are distributed across jurisdictions based on job concentrations, with Vail and Avon accounting for 51% of total job locations. Other areas like **Eagle** and Gypsum represent significant portions of both job activity and potential housing development capacity.
- Development Capacity and Pipeline: The region has about 1,600 affordable units in its development pipeline, but this is insufficient to meet the net need of 4,751 units. While Gypsum demonstrates promising capacity, most areas remain under-resourced for projected growth.
- Action Planning and Strategies: The report suggests a multi-pronged approach, including regulatory measures (zoning and affordable housing mitigation), funding initiatives (taxes and fees), development of new housing projects, and programs such as rental assistance and employer partnerships.

These elements form the foundation for regional collaboration to balance economic growth, workforce stability, and housing affordability in Eagle County.

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
<i>December 3, Work Session</i>	<i>Updates to the Land Use Code: standards for employee dwelling units, Broadway design standards, and Chapter 4.17 Administration and Procedures, Planning Department.</i>
<i>January 7, 2025 Work Session</i>	<i>East Eagle Financing Strategy & Commercial Linkage Study 2-hours</i>
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	Grand Avenue update discussion 1-hour
May 6, 2025 Work Session	Joint Long-Range Planning Discussion Council and P & Z - 2-hours
Request for Additional Work Sessions	Topic



To: Mayor Turnipseed and Town Council

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

Date: January 28, 2025

Agenda Item: Affordable Housing Technical Assistance Project

REQUEST: The request is for Town Council to review, provide feedback, and consider adopting the Affordable Housing Technical Assistance Final Report.

BACKGROUND: In February 2024, the Town of Eagle was selected to participate in a technical assistance program facilitated through the Colorado Division of Housing's Affordable Housing Toolkit for Local Officials. The award and program were financially supported through the Colorado Department of Local Affairs with funding from HB21-1271 to promote the development of innovative affordable housing strategies.

The Town's efforts focused on two objectives:

1. Develop a framework to establish an affordable housing program that is responsive to the current and future needs of the town; and
2. Develop a strategic approach to attracting housing developers for future partnerships.

The Technical Assistance Team (TA Team) is comprised of representatives from two groups - Enterprise Community Partners and Community Builders. Staff and the TA Team officially began work in April 2024. Between September through December, the project was placed on temporary pause related to project budget adjustments at the state level.

ANALYSIS: The TA Team will lead tonight's presentation. It is an opportunity for the Council to review the proposed strategies and adopt the final report. The deliverables have been guided by staff and community input, further reinforcing and building upon Eagle's housing toolkit.

COMMUNITY INPUT: The TA Team conducted public outreach through various interviews. The participating individuals included local housing developers, civic leaders, community members, private sector representatives, and staff.

BUDGET / STAFF IMPACT: The Town of Eagle was selected to participate in the technical assistance program at no cost. Should the Council request changes that require significant modifications, staff may need to renegotiate the services agreement for continued support that incur fees. Alternatively, staff may be able to complete the requested changes in-house, impacting staff time to begin implementation.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Participating in the technical assistance program and producing the attached final report directly support the Strategic Plan's goal to develop a strategy for housing.

RECOMMENDED ACTION OR PROPOSED MOTION: Following review and discussion, the recommended actions include:

1. A motion to **approve** Resolution 14, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Adopting the Affordable Housing Technical Assistance Final Report and Strategies as Presented".
- OR -
2. A motion to **deny** Resolution 14, Series 2025 and request that staff incorporate the Town Council's feedback, and that staff shall return at a future public meeting for reconsideration and adoption.

ATTACHMENTS:

1. ([LINK](#)): Town of Eagle Technical Assistance Award Letter
2. ([LINK](#)): Affordable Housing Technical Assistance Final Report
3. ([LINK](#)): Affordable Housing Technical Assistance Recommendations Deck

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 14
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
ADOPTING THE AFFORDABLE HOUSING TECHNICAL ASSISTANCE FINAL REPORT
AND STRATEGIES AS PRESENTED

WHEREAS, a strategic goal in the 2020 Strategic Plan for the Town is to develop a strategy for housing to diversify the attainable housing stock; and

WHEREAS, the Town applied for and was selected to participate in a technical assistance program facilitated through the Colorado Division of Housing's Affordable Housing Toolkit for Local Officials designed to help communities develop innovative affordable housing solutions; and

WHEREAS, Enterprise Community Partners and Community Builders have prepared a final report and list of strategies aimed at Creating an Affordable Housing Program and Attracting Quality Housing Developers; and

WHEREAS, the Town Council finds that it is in the best interest of the public health, safety and welfare to adopt the Affordable Housing Technical Assistance Report and Strategies and direct staff to pursue the recommendations provided within.

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

Section 1. The Town Council hereby adopts the Affordable Housing Technical Assistance Final Report and Strategies in substantially the form attached hereto.

INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 28, 2025.

TOWN OF EAGLE, COLORADO

Mikel Kerst, Mayor Pro-Tem

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council
From: Nikki Davis, Economic Development & Housing Specialist
Date: January 28, 2025
Agenda Item: Supplementary Deed Restriction for the Eagle River Water & Sanitation District at 7 Hermits Condominiums in Haymeadow

REQUEST: For the Town Council to direct staff on negotiating a request from the Eagle River Water & Sanitation District (District) to add a supplementary deed restriction onto the existing 7 Hermits Condominiums – Price-Capped For-Sale deed restriction.

BACKGROUND: In November 2024, the Council approved Resolution 71-2024, establishing the 7 Hermits Condominiums – Price-Capped For-Sale deed restriction ([link](#)). After applying through the Town’s Local Employee Residency Program (LERP) process, the District was vetted as a qualified buyer who could participate in the randomized drawing (formerly called the ‘lottery’) and purchase a newly constructed deed-restricted unit. In December 2024, the 7 Hermits development team held a randomized drawing event at Eagle Town Hall. The District was selected as a finalist to begin the unit selection process and subsequently close on two price-capped for-sale condos. During the drawing process, individual buyers were identified first, followed by entity buyers, including the District and Outwest Building Supply.

The District has expressed an interest in adding a supplementary deed restriction to safeguard their investment further and ensure the units remain in their housing program. Their intentions include renting or reselling the units to existing and qualified District employees.

The Town of Eagle recognizes the District as a trusted and valued public agency partner. Their vital services extend beyond caring for the Valley’s water quality into state and federal political spheres, influencing Eagle’s water infrastructure.

ANALYSIS: The District provided an example of a layered deed restriction they wish to replicate at 7 Hermits. It is for a unit at Red Sandstone Creek Condominiums in Vail and is provided below, under Attachments. A review of the supplementary document confirmed that if permitted by the Council, the District would assume the first right of purchase ahead of the Town. Materially, this would be the most significant change.

Though legally permissible, it is the staff’s understanding that the practice of layering deed restrictions has not been implemented by the Town before. If approved, the Town may set a precedent for future entity buyers of LERP units, and various layered deed restrictions will be generated around Eagle. Administratively, managing multiple deed restrictions (beyond what is already provided through LERP) will increase the level of service the Town contracts with the Valley Home Store. Alternatively, the Council could consider establishing an in-house LERP Program Administrator to oversee the full scope of services.

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

BUDGET / STAFF IMPACT: None

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: Not applicable.

RECOMMENDED ACTION OR PROPOSED MOTION: Following review of the request and discussion, the recommended actions include:

1. Town Council directs staff to negotiate the terms of a supplementary deed restriction with the District and return to a future public meeting with a final draft deed restriction package for the Council's review and approval.
- OR -
2. Town Council directs staff to discontinue negotiations with the District regarding establishing a supplementary deed restriction. The District shall comply with the existing 7 Hermits Condominiums Price-Capped For-Sale deed restriction.

ATTACHMENTS:

1. ([LINK](#)) Red Sandstone Vail Master Deed Restriction and Supplement
2. ([LINK](#)) Template Supplement to a Master Deed Restriction



To: Mayor and Town Council

From: Larry Pardee, Town Manager

Date: January 28, 2025

Agenda Item: **Resolution 13, Series 2025** "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Richard J. Peterson-Cremer, from Karp Neu Hanlon, PC, as Interim Town Attorney."

REQUEST: The Town of Eagle seeks the Council's consideration of Resolution 13, Series 2025 A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Richard J. Peterson-Cremer, from Karp Neu Hanlon, PC, as Interim Town Attorney.

INTRODUCTION: The Town currently contracts with Hoffmann, Parker, Wilson & Carberry (HPWC) for legal services. Following HPWC's notice to end their representation of the Town effective February 13, 2025. The Town of Eagle began seeking interim legal services from a qualified firm for 3-6 months. During this time, the Town Council will determine how to secure long-term legal services and support.

BACKGROUND: Town staff recommends securing interim legal services for 3-6 months. The Town Council can determine the path for long-term legal services and support during this time. Staff, the Town Manager, and the Mayor have conducted outreach and interviews and reviewed the qualifications and rates of three firms.

ANALYSIS: Richard J. Peterson-Cremer, from Karp Neu Hanlon, PC, is recommended for interim legal services for the Town. Richard J. Petersin-Cremer is highly recommended and provides municipal legal services to similar-sized communities throughout the western slope. Richard J. Peterson-Cremer has the technical expertise to assist with current and upcoming projects and has the capacity to serve the Town for the desired timeframe and beyond, should the Council wish to extend their work.

COMMUNITY INPUT: None

BUDGET/STAFF IMPACT: The current legal services budget line item will remain the same while utilizing the interim legal services. Rate structures for Richard J. Peterson-Cremer, from Karp Neu Hanlon, PC, can be found in the attached documents.

RECOMMENDED ACTION OR PROPOSED MOTION: Town Council APPROVE or DENY Resolution 13, Series 2025 "A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE APPOINTING RICHARD J. PETERSON-CREMER, FROM KARP HANLON, PC, AS INTERIM TOWN ATTORNEY."

ATTACHMENTS: The three firms we hosted interviews with are attached.

[250123-Karp-Neu-Hanlon-Rates-Resume](#)

[250123-Wilson-Williams-Fellman-Dittman](#)

[250123-Garfield-Hecht-Info-Rates](#)

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 13
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, APPOINTING RICHARD J. PETERSON-CREMER, FROM KARP NEU HANLON, PC, AS INTERIM TOWN ATTORNEY.

WHEREAS, the Town Council has received notice from the current Town Attorney that they wish to end their representation of the Town effective February 13, 2025, and

WHEREAS, the Town Council seeks interim legal services from a Town Attorney to assist with current and upcoming projects and general legal support and representation, and

WHEREAS, Section 4.03 of the Town of Eagle Home Rule Charter requires the Town Attorney to be licensed to practice law in the State of Colorado and appointed to the position by a majority vote of the Council and

WHEREAS, at the direction of the Council and the Mayor, staff and the Mayor assisted with recruiting and interviewing qualified firms and

WHEREAS, Richard J. Peterson-Cremer, from Karp Neu Hanlon, PC, has been selected to serve as Interim Town Attorney until such time as the Town Council determines their interim services are no longer needed.

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

Section 1. The Town Council hereby appoints Richard J. Peterson-Cremer, from Karp Neu Hanlon, PC, to serve as Interim Town Attorney. It directs the Town Manager to negotiate an agreement for interim legal services to be signed by the Mayor on behalf of the Council.

INTRODUCED, READ, PASSED AND ADOPTED ON JANUARY 28, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor Turnipseed and Town Council

From: Peyton Heitzman, Community Development Director, Community Development
Carrie McCool, Eagle Contract Planner

Date: January 28, 2025

Agenda Items: FILE NUMBER: DR24-01 Reserve at Hockett Gulch Phase 1B and Phase 2 Major Development Plan

REQUESTS:

For Town Council to continue the public hearing to February 25, 2025.

BACKGROUND:

The Town has received an application for a Major Development Plan for Reserve at Hockett Gulch Phase 1B and Phase 2. During the January 7, 2025, Planning Commission meeting, the public hearing for this project was continued to February 4, 2025, to allow the applicant more time to address code compliance issues.

ANALYSIS:

An analysis of the proposal against the Land Use Code and Town plans and policies will be presented at the February 25, 2025, public hearing.

COMMUNITY INPUT:

All public comments will be shared at the next public hearing.

BUDGET:

Budget impacts will be provided at the next public hearing.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

An analysis of the project's alignment with the Strategic Plan will be provided at the next public hearing.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to **CONTINUE** the public hearing for File DR24-01, Reserve at Hockett Gulch Phase 1B and Phase 2 Major Development Plan to February 25, 2025.

ATTACHMENTS:

- None.