



Town Council
Tuesday, July 8, 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 Camille Deering, Town Clerk, and will be included as part of the record. For technical difficulties, please email clerk@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.*

PRESENTATIONS - 6:05 PM *Prescheduled presentations from the public are limited to 5 minutes. Invited presentations are limited to 10 minutes. Prior arrangements for presentations are made with the Town Clerk. The Council cannot appropriate funds or*

waive fees in response to a presentation.

1. Eagle Pool Contractor Recognition

CONSENT AGENDA - 6:15 PM *Consent agenda items are routine Town business, items that have received clear direction previously from the council, final land-use file documents after the public hearing has been closed, or which do not require council deliberation.*

1. Minutes
2. Bill Pay
3. Resolution 47, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado, Approving a Construction Contract with Gould Construction, Inc. for the Brush Creek Transmission Main Project

STAFF REPORTS *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. Department Update

BUSINESS ITEMS - 6:24 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Ordinance 5, Series 2025, An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Chapter 11.04 Traffic Code in the Eagle Town Code to Add Section 11.04.100- Specialty and Non-Standard Vehicle Regulation.
2. Resolution 48, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado, To Appoint One Alternate to Fill a Vacancy on the Town of Eagle Planning and Zoning Commission."
3. Haymeadow Trailhead Park Eighth Annexation and Development Agreement, Trailhead Park Agreement, and Exhibit A: Trailhead Park Comprehensive Park Plan Scope of Work
 - a. Resolution 49, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Eighth Amendment to the Annexation and Development Agreement for the Haymeadow Property
 - b. Resolution 50, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Trailhead Park Agreement for the Haymeadow Property

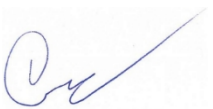
COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS *Council will use this time to propose future agenda items, provide updates on Council Committees, and address general discussion items.*

EXECUTIVE SESSION - 7:18 PM

1. To discuss the acquisition, transfer, and sale of real property interests under C.R.S. Section 24-6-402(4)(a) as it relates to Old Town Hall located at 112 West Second Street.
2. And further move to conclude the regular meeting upon the adjournment of the Executive Session.

ADJOURN - 7:38 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.



Camille Deering

Town Clerk

PUBLIC WIFI – Eagle Guest



MEETING MINUTES
Town Council
Tuesday, June 24, 2025
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

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Times listed are approximate and are subject to change.*

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

CALL TO ORDER - 6:00 PM

ROLL CALL

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS ABSENT

STAFF PRESENT

Larry Pardee, Town Manager
Melissa Daruna, Assistant Town Manager
Richard Peterson-Cremer, Town Attorney
Camille Deering, Town Clerk
Rachel Tand, 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
Sydney Dynek, Planner
Kyle Brotherton, Planner
Kira Koppel, Sustainability Specialist
Ryan Johnson, Town Engineer
Ryan Goebel, IT Analyst
Kevin Aoki, Information Technology Manager
Nikki Davis, Economic Development & Housing Specialist

ADOPTION OF AGENDA

There were no changes to the agenda.

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

PUBLIC COMMENT

Mayor Turnipseed opened Public Comment for items not on tonight's agenda, there was no public comment.

PRESENTATIONS

1. Speak Up Reach Out- Kirby Lemon

CONSENT AGENDA

Council Member Woodworth Foral requested to move item #2 from the Consent Agenda to Business Items.

MOTION: Council Member Jamie Woodworth Foral motioned to approve the Consent Agenda with the removal of Item #2, Resolution 41. The motion was seconded and passed with a vote of 7 in favor (Grimmer, Woods, Bodenheimier, Kerst, Turnipseed, Woodworth Foral, Sunday) and 0 opposed.

1. Minutes
- 2.
3. Resolution 44, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Members to the Town of Eagle Economic Vitality Committee.
4. Resolution 46, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Appointing a Member to the Eagle Downtown Development Authority.

STAFF REPORTS

1. Town Manager Update

BUSINESS ITEMS

2. Resolution 41, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting the Regional Net Zero Roadmap and Committing to Collaborative Action to Achieve Net Zero by 2030

This Item was moved from the Consent Agenda to Business Items.

The council discussed the adoption of the Net Zero Regional Road Map, with concerns raised about the feasibility, costs, and impact on the community.

MOTION: Council Member Ellen Bodenheimier motioned to approve Resolution 41, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting the Regional Net Zero Roadmap and Committing to Collaborative Action to Achieve Net Zero by 2030. The motion was seconded and passed with a vote of 5 in favor (Grimmer, Woods, Bodenheimier, Turnipseed, Sunday) and 2 opposed (Kerst, Woodworth Foral).

1. PUBLIC HEARING: LUDC25-02 Regulating Density in Mixed Use and Commercial Zone Districts

Community Development Director Peyton Heitzman presented this item. She presented proposed changes to the land use development code, including density limits and building footprint regulations for mixed-use and commercial zone districts. The council deliberated on various aspects, including the impact on development and existing structures.

Mayor Turnipseed opened the discussion for public comment:

- **Chris Barbella, 236 Capitol Street**- Concerned about adding more restrictions to builders. It stifles innovation and makes things more confusing. He is worried about the effects on Downtown.
- **Annie Egan, 215 Howard Street**- Building standards should be consistent between zones. All have unit per acre limitations and CMU and the other zones being discussed shouldn't be different.
- **Eric Eves ,85 W Foxglove**- The ordinance is too rushed. Flexibility in housing will be lost and development will be more expensive. He is worried about unintended consequences.
- **Diana Jenkins, Denver CO**- Land use attorney for clients that submitted written comment. She reiterated that this ordinance goes against the recommendations made by the Planning Commission and a limit on maximum building footprint should not be considered at this time.
- **Kristen Miller, 313 E 3rd St**- Looking for clarification, not restriction. She trusts Council to make good decisions and doesn't want them to rush. There are other ways to overcome the tight July 1st deadline.

The Council overall felt this issue was not rushed due to multiple past conversations on the subject. This is the last chance to impose limits and make any needed adjustments later. Several amendments were made to the proposed ordinance, including removing the parking space requirement for employee dwelling units, increasing the maximum size for employee dwelling units to 1200 square feet, and maintaining a 7000 square foot building footprint maximum for the commercial mixed-use one zone district.

- a. Ordinance 4, Series 2025, An Ordinance of the Town Council of the Town of Eagle, Colorado Amending the Land Use and Development Code in Title 4 of the Eagle Municipal Code Related to Residential Density Restrictions.

MOTION: Council Member Ellen Bodenhemier motioned to approve Ordinance 4, Series 2025, An Emergency Ordinance of the Town Council of the Town of Eagle, Colorado Amending the Land Use and Development Code in Title 4 of the Eagle Municipal Code Related to Residential Density Restrictions including all the redlines presented by staff. The motion was seconded and passed with a vote of 5 in favor (Grimmer, Woods, Bodenhemier, Kerst, Turnipseed) and 2 opposed (Woodworth Foral, Sunday).

2. Resolution 45, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting the Town of Eagle Safe Streets for All (SS4A) Comprehensive Safety Action Plan.

Ryan Johnson presented this item. He introduced Sarah Brooks from KLJ Engineering and Ian Butler-Severson. They presented the Safe Streets for All comprehensive safety action plan, detailing public engagement, project prioritization, and policy strategies.

MOTION: Council Member Ellen Bodenhemier motioned to approve Resolution 45, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado, Adopting the Town of Eagle Safe Streets for All (SS4A) Comprehensive Safety Action Plan. The motion was seconded and passed with a vote of 7 in favor and 0 opposed.

3. Eagle County Conservation District - Beyond Lawn Recap for 2024 & 2025 Outlook

Laura Bohannon and Allegra Waterman Snow provided an update on the Beyond Lawn program, highlighting its success in promoting water conservation through landscape and irrigation evaluations, turf replacement rebates, and workshops. They requested to write a letter of support for the Eagle County Conservation District's grant application to the Colorado Water Conservation Board. The Council supported the letter.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

Council Member Grimmer would like to see a resolution in the near future raising the stipend for the next incoming Council due to rising inflation. Mayor Turnipseed would like the resolution to tie the stipend to CPI so it will rise automatically.

The Town Attorney would like the opportunity to conduct an investigation into a Planning Commission chair's apparent conflict of interest and bring back factual findings and a recommendation on how to handle the situation.

Council Member Woods would like to continue the discussion with Community Development on civic EDU's.

EXECUTIVE SESSION

MOTION: Council Member Bryan Woods motioned to enter into Executive Session to receive legal advice concerning the purchase and acquisition of real property, and determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators relating to acquisition of a property for open space in the Brush Creek Valley in the Town of Eagle; to receive legal advice from the Town attorney and special counsel pursuant to CRS 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators pursuant CRS 24-6-402(4)(e) regarding the Eagle Meadows Annexation; and for discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of any elected official; or personnel policies that do not require the discussion of matters personal to particular employees. The meeting will adjourn after the Executive Session discussion. The motion was seconded and passed with a vote of 7 (Grimmer, Woods, Bodenhemier, Kerst, Turnipseed, Woodworth Foral, Sunday) in favor and 0 opposed.

1. An executive session pursuant to §24-6-402(4)(b), §24-6-402(4)(a), and §24-6-402(4)(e), C.R.S., for a conference with the Town Attorney to receive legal advice concerning the purchase and acquisition of real property, and determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators relating to acquisition of a property for open space in the Brush Creek Valley in the Town of Eagle.

2. An executive session to receive legal advice from the Town attorney and special counsel pursuant to CRS 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators pursuant CRS 24-6-402(4)(e) regarding the Eagle Meadows Annexation.

3. For discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) and not involving any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of any elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

ADJOURN

Date:

Scott Turnipseed, Mayor

Camille Deering, Town Clerk

**BILL SCHEDULE
JUNE 2025**

GENERAL FUND

Town Council

Grimmer, Geoffrey	Travel Expense	84.00
Capitol Public House	Meeting Expense	57.54
Color Coffee	Meeting Expense	78.00
Moe's Original BBQ	Meeting Expense	264.00
Wild Sage	Meeting Expense	305.91
Total Town Council		\$ 789.45

General Government

CEBT	Health & Insurance Benefits	1,353.60
Rocky Mountain Reserve LLC	Health & Insurance Benefits	10.74
Standard Insurance Company	Health & Insurance Benefits	124.94
Cintas Corporation	Office Supplies	32.04
Costco	Office Supplies	6.22
Chat GPT	Dues & Subscriptions	20.00
Eagle County Government	Dues & Subscriptions	9,028.47
Mentimeter	Dues & Subscriptions	156.00
Karp Neu Hanlon, PC	Legal - General	5,787.22
Pickled	Meeting Expense	106.66
Total General Government		\$ 16,625.89

General Administration

Arnett, Lisa Or Wesley	Utility Overpayment Refund	155.99
Cowell, David Or Sarah	Utility Overpayment Refund	212.12
Flamm, Ryan Or Lisa	Utility Overpayment Refund	3.19
Glassgow, Rick Or Linda	Utility Overpayment Refund	345.42
Karli, Kelly	Utility Overpayment Refund	26.22
Lowe, Lisa	Utility Overpayment Refund	17.16
Senn, Robert Or Paison-Senn, K.E.	Utility Overpayment Refund	67.32
Verheyen, Jonas Or Aubrey Didanoto	Utility Overpayment Refund	49.91
CEBT	Health & Life Ins. Payable	(274.74)
Antonova, Emiliya	Facility Usage Deposit Payable	375.00
Hernandez Barraza, Juan Carlos	Facility Usage Deposit Refund	375.00
Johnson, Steven Or Melissa	Facility Usage Deposit Refund	750.00
Newbanks, Tricia	Facility Usage Deposit Refund	375.00
Sanchez, Mauricio	Facility Usage Deposit Refund	375.00
Vail Valley Anglers	Facility Usage Deposit Refund	750.00
Youth Power 365	Facility Usage Deposit Refund	750.00
Antonova, Emiliya	Facility Usage Fees	37.15
CEBT	Health & Insurance Benefits	7,990.93

General Administration (Cont.)

Rocky Mountain Reserve LLC	Health & Insurance Benefits	29.70
Standard Insurance Company	Health & Insurance Benefits	259.81
Cintas Corporation	Office Supplies	181.59
Costco	Office Supplies	220.21
Pitney Bowes Global Financial Services	Office Supplies	127.80
Staples	Office Supplies	29.49
Federal Express Corp.	Communication & Shipping	28.14
Pitney Bowes Global Financial Services	Communication & Shipping	65.82
Employer's Council Services, Inc.	Dues & Subscriptions	8,350.00
Government Finance Officers Association	Dues & Subscriptions	170.00
Mountain Careers	Dues & Subscriptions	175.00
Employer's Council Services, Inc.	Recruitment	70.00
Chase Paymentech	C.C. Transaction Fees	250.04
Xpress Bill Pay	C.C. Transaction Fees	86.27
Karp Neu Hanlon, PC	Legal	261.00
Paycom Payroll, LLC	Computer Support	8,000.00
Xpress Bill Pay	Computer Support	50.00
Deering, Camille	Travel	408.80
Hampton Inn	Travel	510.75
King Soopers Customer Charges	Meeting Expense	37.94
Pazzo's	Meeting Expense	305.15
Walmart	Meeting Expense	15.04
Total General Administration	\$	32,013.22

Community Development

CEBT	Health & Insurance Benefits	6,042.86
Rocky Mountain Reserve LLC	Health & Insurance Benefits	44.23
Standard Insurance Company	Health & Insurance Benefits	303.97
Flowerhound	Office Supplies	43.00
Staples	Office Supplies	79.46
Fleet Services	Vehicle Fuel	85.16
Column Software, PBC	Legal Notices	51.48
Mentimeter	Dues & Subscriptions	156.00
Wave Pro	Dues & Subscriptions	16.00
Garfield & Hecht, P.C.	Planning Reimbursable	8,466.00
Karp Neu Hanlon, PC	Planning Reimbursable	10,362.50
LRE Water	Planning Reimbursable	11,455.50
McCool Development Solutions, LLC	Planning Reimbursable	1,322.50
Canela Coffee	Meeting Expense	29.00
Forza Consultants LLC	Contract Services	3,675.00
JHW Plan Review Services	Contract Services	4,356.00
Total Community Development	\$	46,488.66

Municipal Court

CEBT	Health & Insurance Benefits	105.84
Rocky Mountain Reserve LLC	Health & Insurance Benefits	0.63
Standard Insurance Company	Health & Insurance Benefits	5.39
Amazon Capital Services	Office Supplies	59.15
Gendelman Klimas, Ltd	Legal	990.00
Total Municipal Court		\$ 1,161.01

Streets

CEBT	Health & Insurance Benefits	6,704.21
Rocky Mountain Reserve LLC	Health & Insurance Benefits	42.02
Standard Insurance Company	Health & Insurance Benefits	267.24
Cintas Corporation	Office Supplies	20.77
Alpine Lumber Company	Repair & Maintenance Supplies	30.63
Amazon	Repair & Maintenance Supplies	21.88
Colorado Barricade	Repair & Maintenance Supplies	149.00
Glenwood Springs Auto Parts Inc (Napa)	Repair & Maintenance Supplies	75.98
Hardline Equipment	Repair & Maintenance Supplies	2,647.00
J & S Contractors Supply Co.	Repair & Maintenance Supplies	2,061.00
Lawson Products	Repair & Maintenance Supplies	410.87
Paint Bucket	Repair & Maintenance Supplies	220.87
Glenwood Springs Auto Parts Inc (Napa)	Vehicle Repair & Mtn Supplies	368.34
Town Of Avon	Vehicle Repair & Mtn Supplies	50.00
Whitehall's Alpine BG	Vehicle Repair & Mtn Supplies	58.21
Fleet Services	Vehicle Fuel	1,020.88
Co Motor Vehicles	Dues & Subscriptions	40.88
Holy Cross Energy	Utility Services	2,525.86
Mountain Careers	Recruitment	335.00
Town Of Avon	Repair & Maintenance Services	500.00
Tri State Oil Reclaimers, Inc	Repair & Maintenance Services	75.00
Utility Notification Center Of Colorado	Repair & Maintenance Services	68.02
Vigil, Branden	Travel	612.64
CO LTAP	Tuition & Books	400.00
Total Streets		\$ 18,706.30

Public Safety

CEBT	Health & Insurance Benefits	28,343.76
Rocky Mountain Reserve LLC	Health & Insurance Benefits	107.44
Standard Insurance Company	Health & Insurance Benefits	951.63
Amazon Capital Services	Office Supplies	228.53
Zazzle	Office Supplies	177.19
Amazon	Operating Supplies	405.11
Earphone Connection	Operating Supplies	121.99
Executive Distributors International Inc	Operating Supplies	438.00

Public Safety (Cont.)

FBI Marine Mart	Operating Supplies	11.00
L.N. Curtis & Sons	Operating Supplies	990.70
Midway USA	Operating Supplies	155.92
Salt Lake Wholesale Sports	Operating Supplies	1,746.50
Tri-Tech Forensics Inc	Operating Supplies	64.00
Bass Pro	Uniforms	264.00
FBI Marine Mart	Uniforms	69.98
Galls, LLC	Uniforms	693.04
JB T-Shirts Silkscreen & Embroidery	Uniforms	20.00
L.N. Curtis & Sons	Uniforms	134.38
Fleet Services	Vehicle Fuel	3,178.63
Amazon Capital Services	Equipment (Non-Capital)	199.00
Trustonics, LLC	Equipment & Supplies - Grants	450.00
GS-JJ.Com	SOU Equipment & Supplies	162.60
USPS	Communication & Shipping	23.75
Amazon	Dues & Subscriptions	3.27
AT&T Mobility	Utility Services	857.19
Colorado Mtn. News Media	Recruitment	349.10
Indeed	Recruitment	199.74
Mountain Careers	Recruitment	335.00
Karp Neu Hanlon, PC	Legal	232.00
Colorado Depart. Of Agriculture	Repair & Maintenance Services	132.00
American Airlines	Travel	490.97
Courtyard	Travel	160.89
Hertz Rental Car	Travel	412.94
Stahl, Callan	Travel	155.48
King Soopers Customer Charges	Meeting Expense	42.66
Embassy Suites	Training & Travel - Grants	110.00
Enterprise -FBI	Training & Travel - Grants	443.00
Eractoll	Training & Travel - Grants	35.85
Grille District	Training & Travel - Grants	31.50
Hilton Garden Inn	Training & Travel - Grants	501.60
Holiday Inn	Training & Travel - Grants	107.00
Monarch Casino	Training & Travel - Grants	766.90
NASRO	Training & Travel - Grants	600.00
Nordy BBQ & Grill	Training & Travel - Grants	30.28
Republic Parking System	Training & Travel - Grants	60.00
Salt & Grinder	Training & Travel - Grants	14.09
Service Source	Training & Travel - Grants	10.99
Arvada, City Of	Tuition & Books	1,100.00
Transunion Risk & Alternative Data Solut	Contract Payments	105.00
Total Public Safety		\$ 46,224.60

Buildings & Grounds

CEBT	Health & Insurance Benefits	9,847.68
Rocky Mountain Reserve LLC	Health & Insurance Benefits	41.71
Standard Insurance Company	Health & Insurance Benefits	247.13
Cintas Corporation	Office Supplies	20.77
Boot Barn	Uniforms	279.95
Tractor Supply	Uniforms	67.98
Alpine Lumber Company	Repair & Maintenance Supplies	156.87
Amazon	Repair & Maintenance Supplies	204.99
Auto Zone, Inc	Repair & Maintenance Supplies	14.54
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	2,784.22
G & S Tool Clinic, LLC	Repair & Maintenance Supplies	50.61
G H Daniels III & Associates	Repair & Maintenance Supplies	13.90
Glenwood Springs Auto Parts Inc (Napa)	Repair & Maintenance Supplies	53.26
Gypsum Ace Hardware LLC	Repair & Maintenance Supplies	412.96
Lawson Products	Repair & Maintenance Supplies	45.21
Paint Bucket	Repair & Maintenance Supplies	86.12
Sprayer Depot	Repair & Maintenance Supplies	594.83
Summit Supply Corporation	Repair & Maintenance Supplies	301.35
Two Valley Tire LLC	Repair & Maintenance Supplies	108.00
Van Diest Supply Co	Repair & Maintenance Supplies	1,522.00
Two Valley Tire LLC	Vehicle Repair & Mtn Supplies	634.20
Fleet Services	Vehicle Fuel	666.82
HD Supply Formerly Home Depot Pro	Janitorial Supplies	3,684.06
Black Hills Energy	Utility Services	1,308.18
Holy Cross Energy	Utility Services	2,883.96
Jerrymaster Janitorial	Janitorial Maint. Contracts	2,158.00
Mountain Pest Control, Inc.	Repair & Maintenance Services	80.00
Sno-White Linen Rental	Repair & Maintenance Services	308.28
Venzor Carpet Cleaning	Repair & Maintenance Services	414.72
CO Parks & Rec Assoc	Tuition & Books	625.00
G H Daniels III & Associates	Contract Payments	4,580.00
Total Buildings & Grounds		\$ 34,197.30

Events

CEBT	Health & Insurance Benefits	2,842.17
Rocky Mountain Reserve LLC	Health & Insurance Benefits	10.74
Standard Insurance Company	Health & Insurance Benefits	80.08
Costco	Office Supplies	43.98
That's My Brick	Operating Supplies	50.00
Apple.Com	Dues & Subscriptions	12.02
ASCAP	Dues & Subscriptions	449.13
Canva	Dues & Subscriptions	29.49
Beyond Golf	Meeting Expense	98.40

Events (Cont.)

Yeti's Grind	Meeting Expense	14.75
Eagle Arts	Events	4,750.00
Mountain Recreation Metro District	Events	1,000.00
Vail Valley Foundation	Events	22,500.00
Amazon	Event Production	174.94
Arbogast, Weston	Event Production	2,500.00
Cash	Event Production	200.00
Danger Mountain LLC	Event Production	3,000.00
Eagle County Fair & Rodeo	Event Production	126.00
Hoppin, Stephen	Event Production	800.00
King Soopers Customer Charges	Event Production	84.93
Lily Doran	Event Production	150.00
Madison House III, LLC	Event Production	8,000.00
Ninja Nation, LLC	Event Production	4,875.00
Onsite Electronics Recycling	Event Production	7,257.60
Vail Honeywagon	Event Production	265.00
Total Events		\$ 59,314.23

Engineering

CEBT	Health & Insurance Benefits	5,453.79
Rocky Mountain Reserve LLC	Health & Insurance Benefits	18.96
Standard Insurance Company	Health & Insurance Benefits	168.09
Cintas Corporation	Office Supplies	20.77
Gosiorowski, Thomas	Office Supplies	50.00
Fleet Services	Vehicle Fuel	125.24
Total Engineering		\$ 5,836.85

Information Technology

CEBT	Health & Insurance Benefits	3,471.32
Rocky Mountain Reserve LLC	Health & Insurance Benefits	14.66
Standard Insurance Company	Health & Insurance Benefits	117.07
Trick Threads	Uniforms	167.13
Century Link	Utility Services	6,176.69
Starlink Internet	Utility Services	120.00
Aspen Wireless Technologies, Inc.	Computer Support	1,362.50
Mammoth Networks	Computer Support	250.00
Hourglass	Tuition & Books	2,999.00
Total Information Technology		\$ 14,678.37

Communications & Marketing

Canva	Dues & Subscriptions	29.97
Mailchimp	Dues & Subscriptions	132.00
Total Communications & Marketing		\$ 161.97

Sustainability

CEBT	Health & Insurance Benefits	951.62
Rocky Mountain Reserve LLC	Health & Insurance Benefits	5.69
Standard Insurance Company	Health & Insurance Benefits	46.55
Staples	Office Supplies	24.99
Gran Farnum Printing	Operating Supplies	180.00
Brightly Software Inc.	Computer Support	1,350.00
Total Sustainability		\$ 2,558.85

Economic Development & Housing

CEBT	Health & Insurance Benefits	1,908.26
Rocky Mountain Reserve LLC	Health & Insurance Benefits	6.32
Standard Insurance Company	Health & Insurance Benefits	48.31
JB T-Shirts Silkscreen & Embroidery	Office Supplies	24.00
Founders Place Condo Association	Employee Housing Rental Exp	517.00
Hotel St Cloud	Travel Expense	227.05
City Market	Meeting Expense	31.45
Subway	Meeting Expense	268.42
Downtown Colorado	Tuition & Books	40.00
Total Economic Development & Housing		\$ 3,070.81

Total GENERAL FUND **\$ 281,827.51**

CAPITAL IMPROVEMENT FUND

RK Service LLC	Town Shop Improvements	20,713.00
Eagle Locates, Inc.	Traffic Control Improvements	500.00
Gould Construction Inc	Traffic Control Improvements	200,793.62
KLJ Engineering LLC	Street Replacement- Capitol St	1,404.69
Martin/Martin Consulting Engineers	Street Replacement- Capitol St	8,018.75
Karp Neu Hanlon, PC	Grand Avenue Improvements	203.00
Stolfus & Associates	Grand Avenue Improvements	126,000.33
Amazon	Patrol Vehicles	52.99
Fas-Break Auto Glass	Patrol Vehicles	1,064.54
Total CAPITAL IMPROVEMENT FUND		\$ 358,750.92

WASTEWATER FUND

CEBT	Health & Insurance Benefits	7,441.11
Rocky Mountain Reserve LLC	Health & Insurance Benefits	30.08
Standard Insurance Company	Health & Insurance Benefits	257.62
Amazon	Office Supplies	147.84
Cintas Corporation	Office Supplies	20.77
Western Slope Supplies Inc	Office Supplies	43.05
Amazon	Operating Supplies	40.00

WASTEWATER FUND (Cont.)

Gypsum Ace Hardware LLC	Repair & Maintenance Supplies	105.87
Fleet Services	Vehicle Fuel	146.68
Amazon	Equipment (Non-Capital)	835.98
Home Depot	Equipment (Non-Capital)	2,263.98
Federal Express Corp.	Communication & Shipping	9.07
Nextrust Inc	Communication & Shipping	303.73
Black Hills Energy	Utility Services	273.76
Holy Cross Energy	Utility Services	6,504.88
Employer's Council Services, Inc.	Recruitment	35.00
Indeed	Recruitment	121.05
Chase Paymentech	C.C. Transaction Fees	767.93
Xpress Bill Pay	C.C. Transaction Fees	569.38
Clark Hill PLC	Legal & Audit	682.50
LRE Water	Engineering	8,700.75
Denali Water Solutions LLC	Sludge Disposal	5,035.86
Utility Notification Center Of Colorado	Repair & Maintenance Services	68.03
Eagle River Water & Sanitation District	Testing & Permits	2,963.00
SGS North America Inc	Testing & Permits	1,622.00
Browns Hill Engineering	Contract Payments	2,066.20
Railroad Management Company	Contract Payments	695.28
Browns Hill Engineering	Capital Expenditures	19,746.00
Karp Neu Hanlon, PC	Capital Expenditures	609.00
Mott MacDonald	Capital Expenditures	33,146.50
Mott Macdonald	WW Treatment Plant Improvement	375.00
Total WASTEWATER FUND		\$ 95,627.90

WATER FUND

CEBT	Health & Insurance Benefits	11,148.99
Rocky Mountain Reserve LLC	Health & Insurance Benefits	44.55
Standard Insurance Company	Health & Insurance Benefits	363.47
Amazon	Office Supplies	221.76
Cintas Corporation	Office Supplies	20.77
Chemtrade Chemicals Corporation	Operating Supplies	8,679.17
Core & Main LP	Operating Supplies	807.76
Pollardwater	Operating Supplies	565.46
PVS DX Inc	Operating Supplies	250.00
USA Blue Book	Operating Supplies	1,194.43
Grainger	Uniforms	(12.84)
Copeland Precast, Inc	Repair & Maintenance Supplies	72.00
Ferguson Enterprises, Inc.	Repair & Maintenance Supplies	951.00
Grainger	Repair & Maintenance Supplies	1,123.39
Gypsum Ace Hardware LLC	Repair & Maintenance Supplies	539.61
USA Blue Book	Repair & Maintenance Supplies	436.28

WATER FUND (Cont.)

Glenwood Springs Auto Parts Inc (Napa)	Vehicle Repair & Mtn Supplies	59.61
Fleet Services	Vehicle Fuel	265.62
Amazon	Equipment (Non-Capital)	1,253.97
Ferguson Enterprises, Inc.	Meters	19,381.98
Ferguson Enterprises, Inc.	Meter Related Items	1,679.87
Federal Express Corp.	Communication & Shipping	33.42
Nextrust Inc	Communication & Shipping	480.28
AmeriGas	Utility Services	3,552.71
Black Hills Energy	Utility Services	27.70
Holy Cross Energy	Utility Services	11,435.59
Employer's Council Services, Inc.	Recruitment	70.00
Indeed	Recruitment	181.58
Chase Paymentech	C.C. Transaction Fees	1,303.15
Xpress Bill Pay	C.C. Transaction Fees	793.68
LRE Water	Engineering	3,379.25
Blue Monster Service LLC	Repair & Maintenance Services	135.00
Browns Hill Engineering	Repair & Maintenance Services	1,482.60
Utility Notification Center Of Colorado	Repair & Maintenance Services	68.03
Eagle River Water & Sanitation District	Testing & Permits	320.00
SGS North America Inc	Testing & Permits	901.00
American Mechanical Services	Contract Payments	2,423.00
Browns Hill Engineering	Contract Payments	8,264.80
Railroad Management Company	Contract Payments	695.28
Mott Macdonald	Tank Replacement	12,539.99
American Mechanical Services	Upper Basin Water Treatment	22,481.00
Karp Neu Hanlon, PC	Main Replacement/Brush Creek	174.00
Short Elliott Hendrickson, Inc.	Main Replacement/Brush Creek	2,870.51
Triangle Electric, Inc.	Main Replacement/Brush Creek	8,900.00
KLJ Engineering LLC	Water Line Improvements	1,404.68
Martin/Martin Consulting Engineers	Water Line Improvements	8,018.75
Mott Macdonald	Water Line Improvements	4,881.50
Short Elliott Hendrickson, Inc.	Water Line Improvements	1,913.67
Total WATER FUND		\$ 147,778.02

REFUSE FUND

Nextrust Inc	Communication & Shipping	303.73
Chase Paymentech	C.C. Transaction Fees	232.71
Xpress Bill Pay	C.C. Transaction Fees	258.81
Blue Monster Service LLC	Repair & Maintenance Services	210.00
Vail Honeywagon	Contract Services	1,273.14
Total REFUSE FUND		\$ 2,278.39

STORMWATER FUND

Nexttrust Inc	Communication & Shipping	303.72
Chase Paymentech	C.C. Transaction Fees	23.27
Xpress Bill Pay	C.C. Transaction Fees	17.25
Total STORMWATER FUND	\$	344.24

BROADBAND FUND

CEBT	Health & Insurance Benefits	347.51
Rocky Mountain Reserve LLC	Health & Insurance Benefits	2.21
Standard Insurance Company	Health & Insurance Benefits	23.21
Trick Threads	Uniforms	167.14
Aspen Wireless Technologies, Inc.	Equipment (Non-Capital)	149.88
Aspen Wireless Technologies, Inc.	Repair & Maintenance Services	3,375.00
Aspen Wireless Technologies, Inc.	Computer Support	3,489.00
Total BROADBAND FUND	\$	7,553.95

STCIF

Counsilman-Hunsaker	Multi-Use Rec Facilities	2,160.00
Ohlson Lavoie Corporation	Multi-Use Rec Facilities	28,754.60
Eagle County BMX	Town Park Improvements	1,083.74
Norris Design, Inc.	Town Park Improvements	4,638.02
Karp Neu Hanlon, PC	Cost Of Issuance	435.00
Total STCIF	\$	37,071.36

OPEN SPACE FUND

CEBT	Health & Insurance Benefits	743.29
Rocky Mountain Reserve LLC	Health & Insurance Benefits	1.07
Standard Insurance Company	Health & Insurance Benefits	11.29
Vail Honeywagon	Repair & Maintenance Services	299.47
Total OPEN SPACE FUND	\$	1,055.12

DDA FUND

Karp Neu Hanlon, PC	Legal	348.00
Vail Valley Wellness	Grant Program Expenditures	7,000.00
Total DDA FUND	\$	7,348.00

Total	\$	939,635.41
Payroll	\$	602,087.58
Grand Total	\$	1,541,722.99



To: Mayor Turnipseed and Town Council

From: Martha Miller, PE, Project Manager

Date: July 2, 2025

Agenda Item: Resolution 47, Series 2025 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Construction Contract with Gould Construction, Inc. for the Brush Creek Transmission Main Project".

REQUEST:

Staff requests the Town Council's approval to award a construction contract to Gould Construction for the Brush Creek Transmission Main Replacement project from Hardscrabble Road to Adams Rib Headquarters Ranch.

BACKGROUND:

As part of the Town of Eagle's ongoing effort to modernize aging water infrastructure, this project includes the installation of approximately 5,600 linear feet of 24-inch HDPE waterline. Additional improvements include the replacement and upgrade of the Adams Rib Headquarters Ranch PRV vault and the conversion of the School House Ranch PRV vault to an air release vault.

ANALYSIS:

The Town publicly advertised the project on BidNet on May 1, 2025. The Town opened the bids on June 5, 2025. Six bids were received; below are the results:

Phoenix Industries:	\$1,535,340.00 (Bid Withdrew)
Gould Construction:	\$1,931,935.00 (Low Bidder)
Elevated Excavating:	\$2,302,785.00
Heyl Construction:	\$2,494,859.62
American West:	\$2,587,660.00
NE Excavating:	\$2,907,900.00

The initial low bidder withdrew their bid due to a calculation error. The next lowest bidder, Gould Construction, submitted a complete and responsive bid for \$1,931,935.00 and is recommended for contract award. Construction is scheduled to begin on September 15, 2025, with Substantial completion expected by December 15, 2025.

COMMUNITY INPUT:

Staff coordinated with Eagle County Open Space and Eagle Valley Land Trust to ensure appropriate access and alignment with land conservation goals.

BUDGET/STAFF IMPACT:

The Town has allocated \$1,983,150 in the Water CIP to fund the project:

- Brush Creek Transmission Main Replacement Phase III – \$1,729,890 (Acct. 52-59-773-306)
- Adams Rib/School House PRV Vault – \$253,260 (Acct. 52-59-774-522306)

Existing Town staff resources are sufficient to manage construction oversight and contract administration.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This infrastructure project aligns with the Strategic Plan's objective of improving core utility systems and ensuring long-term service reliability for the community, which is consistent with the Strategic Plan's Major Objective of Matching Infrastructure to Quality of Life.

RECOMMENDED ACTION:

Staff recommends approval of Resolution 47, Series 2025, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Construction Contract with Gould Construction, Inc. for the Brush Creek Transmission Main Project".

ATTACHMENTS:

- Resolution 47, Series 2025
- Brush Creek Transmission Main Construction Contract June 2025 Gould Construction

**SECTION 00 51 00
NOTICE OF AWARD**

Date of Issuance:	June 11, 2025		
Owner:	Town of Eagle	Owner's Project No.:	52-59-773-522306
Engineer:	SEH Inc.	Engineer's Project No.:	180269
Project:	Brush Creek Transmission Main Project		
Contract Name:	Gould Construction		
Bidder:	Dale Merrill		
Bidder's Address:	6874 Highway 82 Glenwood Springs, CO 81601		

You are notified that Owner has accepted your Bid dated 6/5/25 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Brush Creek Transmission Main Project

The Contract Price of the awarded Contract is \$1,931,935.00 Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

0 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 1 counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Town of Eagle**
 By (signature): Stephan Wilson
 Name (printed): Stephan Wilson
 Title: Utility Manager
 Copy: Engineer

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DOCUMENT 00 52 00
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Town of Eagle (“Owner”) and **[name of contracting entity]** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of the Town of Eagle Brush Creek Transmission Main, including all relevant work as outlined in the Summary of Work and as shown on the Drawings and Specifications.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Town of Eagle Brush Creek Transmission Main**

ARTICLE 3—ENGINEER

3.01 The Owner has retained SEH Inc (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

A. The Work will begin on **September 15, 2025** and will be substantially complete by **December 15, 2025** and ready for final payment by **January 15, 2026** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price time by the actual quantity of that item)

TOWN OF EAGLE, COLORADO
BRUSH CREEK TRANSMISSION MAIN AND
SCHOOLHOUSE PRESSURE REDUCING VALVE (PRV)

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	ESTIMATED UNIT PRICE	TOTAL COST
General					
1	Mobilization	Lump Sum	1	\$ 95,590.00	\$ 95,590.00
2	Erosion Control/Storm Water Management	Lump Sum	1	\$ 112,500.00	\$ 112,500.00
3	Traffic Control	Lump Sum	1	\$ 1,200.00	\$ 1,200.00
Subtotal (A):					\$ 209,290.00
Civil - Waterline Installation - To Connection #3 and PRV					
4	PRV Equipment - Includes all plumbing and appurtenances interior to vault, rehab of vault	Lump Sum	1	\$ 145,300.00	\$ 145,300.00
5	HDPE Pipe in Trench (24" DR11)	Linear Feet	5600	\$ 172.75	\$ 967,400.00
5a	HDPE Pipe in Trench (1.5" Service)(Includes main and terminal connections)	Linear Feet	240	\$ 71.00	\$ 17,040.00
6	Fire Hydrant (included DI Plateral in trench)	Each	4	\$ 11,235.00	\$ 44,940.00
7	6" Gate Valve	Each	5	\$ 1,700.00	\$ 8,500.00
7a	12" Gate Valve	Each	4	\$ 4,250.00	\$ 17,000.00
7b	16" Gate Valve	Each	2	\$ 12,920.00	\$ 25,840.00
7c	16" Butterfly Valve	Each	1	\$ 8,100.00	\$ 8,100.00
7d	24"x24"x8" Tee	Each	1	\$ 4,100.00	\$ 4,100.00
7e	16"x16"x8" Tee	Each	1	\$ 1,920.00	\$ 1,920.00
7f	12"x12"x6" Tee	Each	2	\$ 1,320.00	\$ 2,640.00
7g	8"x6" Reducer	Each	2	\$ 410.00	\$ 820.00
8	6' Diameter Manhole (Air Release Vault)	Each	2	\$ 36,800.00	\$ 73,600.00
8b	PRV Vault	Each	1	\$ 138,945.00	\$ 138,945.00
9	Air Release Vault Equipment (Includes all plumbing and appurtenances interior to vault, excavation and demo)	Each	2	\$ 44,350.00	\$ 88,700.00
10	Connection #1 (includes anchor, MJ coupler, and reducer)	Each	1	\$ 20,600.00	\$ 20,600.00
10a	MJ couplers, restraints, 12" DI Exterior to vault)	Each	1	\$ 33,100.00	\$ 33,100.00
10b	Connection #3 (includes anchors, 45 deg. bends, MJ couplers, 16" DIP, coupling)	Each	1	\$ 28,000.00	\$ 28,000.00
11	Potholing	Each	10	\$ 2,160.00	\$ 21,600.00
12	Plug and Abandon Existing	Lump Sum	1	\$ 36,000.00	\$ 36,000.00
13	Trench Dams	Each	7	\$ 2,500.00	\$ 17,500.00
14	Trench Dewatering	Day	35	\$ 600.00	\$ 21,000.00
Subtotal (B):					\$ 1,722,645.00

Total (A+B)	\$ 1,931,935.00
--------------------	-----------------

PAY ITEM NO. 8b – 13'x7'x6.6' Precast PRV Vault This pay item includes furnishing all materials, equipment and labor for the construction/ installation of a new Precast PRV vault with the interior dimensions as described above. Work includes, but is not necessarily limited to installation, hatches, supports and connections, disinfection and testing, pressure testing, painting, surface preparation, final grading, and all other miscellaneous items needed for a complete installation.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 90 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:

- a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **16** sheets with each sheet bearing the following general title: Brush Creek Transmission Main and School House PRV.
8. Addenda (numbers 1 to **3** inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages to, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages to, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on July 9, 2025 (which is the Effective Date of the Contract).

Owner:

Town of Eagle

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: Scott Turnipseed

Title: Mayor

Attest: _____

(individual's signature)

Title: Camille Deering

Address for giving notices:

PO Box 609

Eagle, CO 81631

Stephan Wilson
Designated Representative:

Name: Stephan Wilson

(typed or printed)

Title: Utility Manager

(typed or printed)

Address:

PO Box 609, 1050 Chambers Avenue

Eagle, CO 81631

Phone: 970-471-4486

Email: Stephan.Wilson@townofeagle.org

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Gould Construction, Inc

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

June 16, 2025

(date signed)

Name: _____

Mark C Gould, Jr

(typed or printed)

Title: _____

President, CEO

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

(individual's signature)

Title: _____

Kimberly D Ochko, Secretary

(typed or printed)

Address for giving notices:

P.O. Box 130

Glenwood Springs, CO 81602

Designated Representative:

Name: _____

Adam Gonterman

(typed or printed)

Title: _____

Project Manager

(typed or printed)

Address:

P.O. Box 130

Glenwood Springs, CO 81602

Phone: (970)945-7291 Ext 213

Email: AGonterman@GouldConstruction.com

License No.: _____

(where applicable)

State: _____

PERFORMANCE BOND

Bond # S047573

KNOW ALL MEN BY THESE PRESENTS: That

Gould Construction, Inc.

(Name of Contractor)

P.O. Box 130, Glenwood Springs, CO 81602

(Address of Contractor)

a **Corporation**, hereinafter called Principal,
(Corporation, Partnership or Individual)

and

Employers Mutual Casualty Company

(Name of Surety)

P.O. Box 712, Des Moines, IA 50306

(Address of Surety)

Hereinafter called Surety, are jointly and severally held and firmly bound unto

Town of Eagle

(Name of Owner)

200 Broadway Street, Eagle, CO 81631

(Address of Owner)

hereinafter called OWNER, in the penal sum of **One Million Nine Hundred Thirty-one Thousand Nine Hundred
Thirty-five And No/100**

DOLLARS, (\$1,931,935.00) in lawful money of the United States, for the payment of which sum well and
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the
OWNER, dated the _____ day of _____, a copy of which is hereto attached and
made a part hereof for the construction of:

Town of Eagle Brush Creek Transmission Main

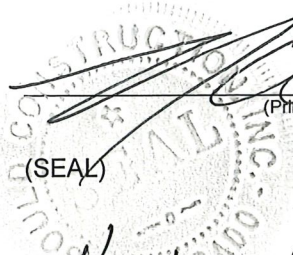
NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants,
terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which
may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he
shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the
OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the
OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be
void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. Additionally, the Surety agrees to be bound by and fully comply with all of the provisions of the Contract that is the subject of this BOND.

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

IN WITNESS WHEREOF, this instrument is executed in 1 counterparts, each one (number)
of which shall be deemed an original, this _____ day of _____.

ATTEST:


[Signature]
(Principal) Secretary
(SEAL)
[Signature]
Witness as to Principal

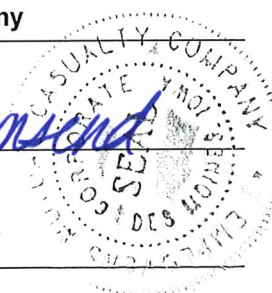
Gould Construction, Inc.
Principal
By [Signature]
MARK C Gault Jr President CEO
P.O. Box 130
(Address)
Glenwood Springs, CO 81602

P.O. Box 130
(Address)
Glenwood Springs, CO 81602

ATTEST:

[Signature]
K'Anne E. Vogel
Witness as to Surety

2000 S Colorado Blvd., Tower II, Suite 150
(Address)
Denver, CO 80222

Employers Mutual Casualty Company
Surety
By [Signature]
Christina L. Townsend Attorney-in-Fact

P.O. Box 712
(Address)
Des Moines, IA 50306

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

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

(Accompany this bond with Attorney-in-fact's authority from the Surety to execute bond, certified to include the date of the bond.)

PAYMENT BOND

Bond # S047573

KNOW ALL MEN BY THESE PRESENTS: That

Gould Construction, Inc.
(Name of Contractor)
P.O. Box 130, Glenwood Springs, CO 81602
(Address of Contractor)
a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)
and _____

Employers Mutual Casualty Company
(Name of Surety)
P.O. Box 712, Des Moines, IA 50306
(Address of Surety)
Hereinafter called Surety, are jointly and severally held and firmly bound unto _____

Town of Eagle
(Name of Owner)
200 Broadway Street, Eagle, CO 81631
(Address of Owner)
hereinafter called OWNER, in the penal sum of One Million Nine Hundred Thirty-one Thousand Nine Hundred
Thirty-five And No/100

DOLLARS, (\$1,931,935.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, _____, a copy of which is hereto attached and made a part hereof for the construction of:

Town of Eagle Brush Creek Transmission Main

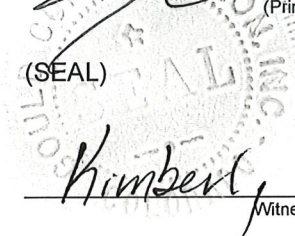
NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. Additionally, the Surety agrees to be bound by and fully comply with all of the provisions of the Contract that is the subject of this BOND.

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

IN WITNESS WHEREOF, this instrument is executed in 1 counterparts, each one
(number)
of which shall be deemed an original, this _____ day of _____, _____.

ATTEST:


(Principal) Secretary
(SEAL)

Kimberl Dochnko
Witness as to Principal

Gould Construction, Inc.

By  Principal

P.O. Box 130

(Address)

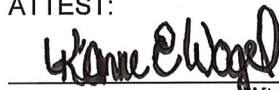
Glenwood Springs, CO 81602

P.O. Box 130

(Address)

Glenwood Springs, CO 81602

ATTEST:


K'Anne E. Vogel
Witness as to Surety

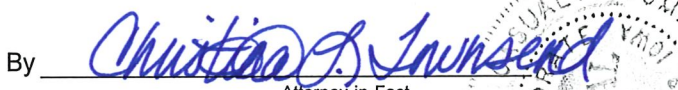
2000 S Colorado Blvd., Tower II, Suite 150

(Address)

Denver, CO 80222

Employers Mutual Casualty Company

Surety

By  Attorney-in-Fact
Christina L. Townsend

P.O. Box 712

(Address)

Des Moines, IA 50306

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

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

(Accompany this bond with Attorney-in-fact's authority from the Surety to execute bond, certified to include the date of the bond.)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

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

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

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

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

Any and All Bonds

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

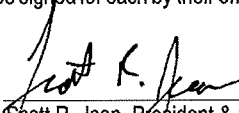
The authority hereby granted shall expire October 10th, 2025, unless sooner revoked.

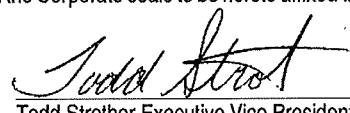
AUTHORITY FOR POWER OF ATTORNEY

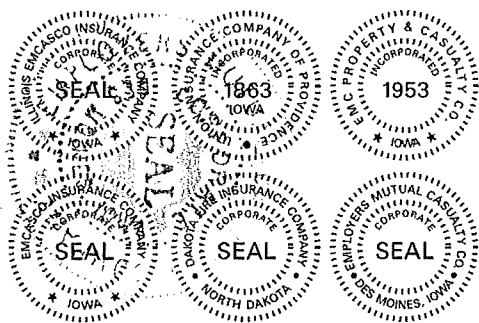
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

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

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

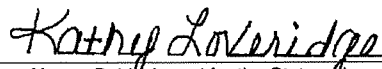

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6


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



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

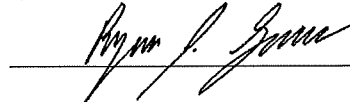
My Commission Expires October 10, 2025.


Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

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

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


Ryan J. Springer
Vice President

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 47
(Series of 2025)

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPROVING A CONSTRUCTION CONTRACT WITH GOULD CONSTRUCTION,
INC. FOR THE BRUSH CREEK TRANSMISSION MAIN PROJECT**

WHEREAS, the Town of Eagle is responsible for the operation, maintenance, and improvement of the municipal water system serving the residents of the Town; and

WHEREAS, the Town's existing water transmission main located within the Brush Creek Valley corridor has experienced multiple failures and needs replacement; and

WHEREAS, the Town intends to construct a new water transmission main from Hardscrabble Road to the Adams Rib Headquarters Ranch to ensure long-term system reliability and service; and

WHEREAS, the scope of work includes the installation of approximately 5,600 linear feet of 24-inch HDPE waterline, replacement of the Adams Rib Headquarters Ranch PRV vault, and conversion of the School House Ranch PRV vault to an air release vault; and

WHEREAS, the Town has sufficient funds budgeted in the 2025 Water Capital Improvement Program to complete the project; and

WHEREAS, the Town Council finds that awarding the construction contract to the low bidder Gould Construction is in the best interest of the Town and its residents.

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

Section 1. The Construction Contract with Gould Construction, Inc. for \$1,931,935.00 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 JULY 8, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Camille Deering, Town Clerk



To: Mayor and Town Council
From: Larry Pardee, Town Manager
Date: July 8, 2025
Re: Town Manager Report

As of June 27, Eagle County has enacted **Stage 1 Fire Restrictions**, which will remain in effect until further notice. These restrictions are a proactive measure to reduce wildfire risk during the region's dry and high-risk season. Under Stage 1, all personal fireworks are strictly prohibited, and open fires are only permitted within permanently constructed fire pits or grates on private property or designated public recreation areas. Portable fire devices, such as chimineas or tiki torches, are not allowed on undeveloped lands, and outdoor smoking is restricted to areas completely cleared of combustible materials. Activities such as welding or using combustion engines must meet specific safety requirements, including the use of spark arresters and maintaining a 10-foot cleared radius around the equipment. However, professional fireworks displays, gas-fueled cooking devices, and responsible firearm use on private property or public ranges are still permitted.

We also encourage everyone to review your family's emergency plan and evacuation routes. A few minutes of preparation now can make all the difference. Lastly, we, as residents and visitors, should stay informed and act responsibly to help protect our Community and natural resources. For detailed guidelines or permits, please visit the Eagle County Emergency Management website at www.ecemergency.org.

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 informed about developments, and contribute to the growth of our Community.

The Core Transit 10-Year Transit Development and Capital Plan is nearing completion after more than a year of collaborative work by regional partners. At the July 1 Technical Advisory Committee (TAC) meeting, representatives reviewed a near-final draft of the service plan, cost estimates, capital improvement priorities, and financial tools that will guide implementation. Of note, Core Transit is proposing to restructure the existing Highway 6 route into three distinct routes, with expanded service areas that include destinations such as Sylvan Lake and Capitol. These improvements are being phased to align with available funding and community priorities, and they reflect a regional vision shaped by more than 800 public survey responses and dozens of stakeholder conversations.

For Eagle residents and visitors, the upcoming transit improvements are expected to enhance access, comfort, and convenience significantly. Prioritization of bus shelters and pedestrian crossings was a central discussion point, with the strongest focus placed on locations with the highest ridership and safety concerns. New investments in microtransit services, such as on-demand shuttles, are also planned to complement the fixed-route system and improve local mobility. A new operations and maintenance facility remains a top priority to support long-term reliability, improve service efficiency, and accommodate future electric vehicle transitions.

Looking ahead, Core Transit will present its final materials, including a technical report and a public-facing executive summary, at the July 9 board meeting. These documents will clearly outline the regional transit vision and the local implications for the Town of Eagle. Town staff will continue working with Core Transit to ensure Eagle's needs are represented in both the funding strategies and the implementation phases. As this project transitions from planning to action, we are committed to keeping our Community informed and actively engaged in shaping the future of regional transportation.

Regional Housing Action Plan Progressing Toward Local Adoption: The Eagle County Regional Housing Action Plan (HAP) initiative is now moving from planning to implementation. Following months of data collection, public outreach, and collaborative dialogue across jurisdictions, each participating Community is now

preparing its own localized HAP to reflect both regional goals and local needs. These plans are being drafted in alignment with newly released guidance from the Colorado Department of Local Affairs (DOLA), to present finalized drafts for Planning Commission and Town Council review beginning in late July and continuing through early September.

The current focus is on finalizing draft HAPs by mid-July, with a key Housing Partnership meeting scheduled for July 16 to assess alignment with DOLA guidance. A tentative follow-up meeting is set for August 6 to review the final drafts. Once adopted locally through a required public hearing process, each HAP and the countywide Housing Needs Assessment will be submitted to DOLA within 60 days of the hearing. Town of Eagle staff will continue to coordinate closely with regional partners to meet these milestones and ensure that our local housing strategies are both actionable and eligible for future state support. This next phase represents an important step in transforming shared housing challenges into tangible, community-driven solutions. Thye Presentation Link: [\(25.07.01.Core.Transit.TAC.Presentation\)](#)

Administration and Organization Update:

A Heartfelt Thank You! – We want to extend a big and heartfelt *thank you* to all of our incredible Town staff team members and the many dedicated community volunteers who helped make this year's Flight Days Celebration such a success. Your hard work, creativity, and enthusiasm truly brought our Community together and made this special tradition one to remember.

We are deeply grateful for your time, energy, and commitment to making Eagle shine — thank you for all that you do!

Also, a sincere *thank you* to McLaren Smith (pictured) and Kevin Aoki for their outstanding efforts in helping install the Town of Eagle's new variable message sign on Grand Avenue. Their hard work and teamwork are truly appreciated! *(Please note: the black lines visible on the sign in the photo are simply a result of the LED refresh rate captured by the phone camera—they're not visible to the human eye.)*



On July 3, We Continued Shaping the Future of Skateboarding in Eagle. Momentum is building as the Town of Eagle, American Ramp Company, and Mountain Recreation continue to collaborate on the conceptual design of Eagle's future skate park. Building on community feedback and creative input, our teams recently met to refine the draft plans and ensure the design reflects what skaters and families want to see. The proposed site, located just west of the current dirt parking lot, promises improved access, enhanced flow, and a thoughtfully designed separation from the BMX areas. Every detail is being considered to create a safe, intuitive, and welcoming space that serves skaters of all ages and skill levels.

This skate park is more than just a project; it's a reflection of Eagle's vibrant spirit, creativity, and community pride. By listening to the voices of those who will use it most, we're designing a place that feels authentic and inspiring, where people can connect, challenge themselves, and enjoy the outdoors. We're excited to share more as the plans progress, and we thank everyone who has contributed ideas and enthusiasm to this effort. Together, we're rolling toward a skate park Eagle can be proud of — stay tuned!

Great People Make a Great Town — Come Grow With Us: At the Town of Eagle, we believe that great people are at the heart of a thriving community — and we're proud to keep investing in the talented individuals who power our organization. Since the start of 2025, twelve exceptional new team members have joined departments across the Town, bringing fresh perspectives, specialized expertise, and a shared passion for our mission. We're especially excited to welcome Alex Smiley as our new Open Space and Trails Manager, beginning July 14. Every new hire starts their journey with a thoughtful, tailored onboarding program designed to provide the tools, resources, and cultural foundation they need to thrive as part of Team Eagle. Together, we're building a stronger organization, ready to meet the evolving needs of our growing Community.

Looking ahead, we continue to actively recruit for other key positions in areas essential to our daily operations, including Chief Building Official, Communications Specialist, Streets Maintenance, Utility Billing, and our Utility Engineer. Our Human Resources team is leading inclusive, intentional hiring processes, with early-stage interviews already underway for water and wastewater operators and critical accounting roles. These efforts reflect our ongoing commitment to fostering a high-performing, collaborative, and resilient team — one built on trust, professionalism, and a vision for long-term success. Great people make a great town — and we invite you to grow with us!

I'll be working remotely from July 21 through August 8, but I'm just a phone call or email away and happy to help with anything you need. I look forward to staying closely connected with the Council, staff, and our projects during this time. Thank you for being so flexible — and please don't hesitate to reach out!

Economic Development:

East Eagle Financing discussion: On Monday, July 8, from 3:30 PM to 5:30 PM, the Town of Eagle will host a Council Work Session focused on the East Eagle Financing and Revenue Sharing Strategy. The session will begin with Economic & Planning Systems (EPS) presenting an executive summary of the draft final report, which evaluates long-term service costs, revenue projections, and infrastructure funding strategies across potential zoning scenarios. Following the presentation, the Porritt Group, acting as the master developer, will provide a high-level overview of its proposed approach to structuring a public-private partnership that supports the Town's priorities for smart, sustainable growth.

East Eagle Annexation: Building a Framework for the Future: The Town continues to make meaningful progress on a collaborative annexation framework for Parcels A and F in East Eagle. Recent discussions with property owners have expanded beyond the basic terms of annexation to explore shared investments in water supply, gateway enhancements, resilient infrastructure, and the thoughtful mix of land uses that reflect Eagle's values. This evolving framework, which complements legal guidance and Council input, is designed to guide long-term stewardship and community benefit. By aligning annexation efforts with the Town's broader vision, we are laying the groundwork for a development strategy that is inclusive, forward-thinking, and grounded in practical solutions.

WORK SESSIONS: *To help the Town Council stay informed about upcoming work sessions, the following table outlines topics to be discussed over the next several months. Preparing in advance is helpful, as it requires planning to execute a work session effectively. Staff will maintain this table in the report and make any necessary adjustments. The topics are subject to change:*

Date	Topic
<i>July 1, 2025 Work Session</i>	<i>Canceled</i>
August 5, 2025 Work Session	Affordable Housing Express Lane 1.5 hours
September 2, 2025 Work Session	Budget Work Session 2 hours
October 7, 2025 Work Session	Fire Resiliency (WUI) code 2-hrs
November 4, Work Session - <i>Election Day</i>	
December 2, Work Session	
Request for Additional Special Work Sessions	Topic



To: Mayor and Town Council
From: Larry Pardee, Town Manager, and Department Leads
Date: July 8, 2025
Re: Department Updates for June 2025

June 2025

ASSISTANT TOWN MANAGER SPECIAL PROJECTS

Pool Replacement Project

- The pool opening was a great success! Thank you to all the staff at both the Town of Eagle and Mountain Recreation for their dedication to the project and bringing this amazing community amenity to life! Thank you to the Town Council and Mountain Recreation Board of Directors for supporting the partnership and joint funding that made it possible.
- Staff are finalizing punch list projects with the contractors and ensuring a smooth transition for future operation and maintenance for the Mountain Recreation staff.
- June Pool Attendance Stats:
 - Total pool passes issued: 1,411
 - Total attendance for June: 9,392

Eagle Skate Park Design

- Staff hosted a community engagement meeting on Tuesday, June 17th from 4-6 pm at the Eagle Pool & Ice Rink. Community members came out specifically to provide insight on the skate park design. The feedback was positive as kids and adults alike shared their excitement about the project.
- Staff will continue working with American Ramp Company on a final design and cost estimates.

Brush Creek Playground Rebuild

- **SAVE THE DATE: Brush Creek Playground Rebuild – Wednesday, August 20 – Sunday, August 24.**
Calling all builders, aspiring builders and Eagle families who love our wooden park! In August, the Town will be leading a rebuild of the Brush Creek Playground. The rebuild will replace failing equipment, revamp the wood surfaces and give this beloved wooden playground a much-needed update. The structures and playground layout will remain the same, and some amenities will be updated and replaced to meet safety standards. Wherever possible, the structure will remain wood, which requires a lot of hands and help to prep, cut, stain, and install.

[Learn more and sign up to volunteer here!](#)

ECONOMIC DEVELOPMENT

June 2025

East Eagle Infrastructure Financing Strategy

- In preparation for the July 8 special work session, staff and the Economic & Planning Systems (EPS) team have refined a range of fiscal impact and public financing models to support infrastructure investment in East Eagle and attract future economic opportunity. EPS will present a memorandum and overview summarizing their technical analysis, key findings, and initial policy recommendations. While not a final comprehensive report, this memorandum lays the groundwork. Consider the East Eagle Financing Strategy as a launchpad with adaptable tools to guide investment, evaluate risk, foster public-private partnerships, and intentionally shape growth that generates lasting, community-wide economic impact.
- The work session will feature a joint presentation, beginning with EPS and followed by the Porritt Group, a real estate development firm exploring a comprehensive development opportunity across the entire East Eagle site.

Rural Economic Development Initiative (REDI) Grant

- The Town of Eagle has been awarded \$100,000 from the Colorado Department of Local Affairs (DOLA) Division of Local Government (DLG) to initiate a town-wide Business Advancement Program (BAP). The BAP will be structured and operated as a sub-grant initiative, like the DDA's recent Project Investment Program. Targeted investment will be available to all of Eagle's commercial hubs and will require matching funds from applicants to drive private investment. The Town will have two years to allocate a total of \$120,000 in combined funding, which includes a matching 20% contribution from the Town Council.
- Staff are working with DOLA to finalize the award contract. Forthcoming for the Council's review and approval are the supporting policies and guidelines for implementation.

Downtown Development Authority (DDA)

- The DDA is pleased to announce the second round of grant recipients for the Downtown Eagle Project Investment Program, awarding a total of \$50,000 in support of projects that contribute to the continued revitalization of downtown Eagle. [Read the full press release here.](#)
- Funding agreements have been executed. Grantees have until February 2026 to demonstrate project completion and to file for reimbursement.

CU Denver Summer Studio

- Staff participated in an interview-style forum responding to student questions about the Town's economic priorities, community vision, development trends, workforce housing, and how the Town helps balance growth with community concerns. We also discussed the Town's role as a convener among various economic interest groups. Staff provided input on student interests related to the recommended projects, including Downtown Revitalization and Design, Community Gateways, and reimagining the Town's Information Center site.

HOUSING

June 2025

The Affordable Housing Accelerator Project (AHAP)

- Staff have begun planning for the August 5 work session where we will discuss the merits of adopting and codifying a Fast-Track approval process for affordable housing projects.
- The Council may recall that the AHAP is a three-pronged initiative supported by Proposition 123's Local Planning Capacity Grant. Specifically, the three initiatives include the 1) Fast-Track Approval Process, 2) Land Inventory Analysis, and 3) Funding Strategy. We will summarize the AHAP's project goals relative to compliance with Proposition 123, milestones achieved, remaining checkpoints, and an adoption/approval schedule for each of the three initiatives.

LERP Annual Compliance (supported by The Valley Home Store)

- In lieu of launching the full compliance questionnaire and investing further in scaling up the HomeKeeper platform to process homeowner data, staff will begin with educational outreach. Informational letters will be mailed to LERP homeowners, outlining the upcoming compliance process starting in 2026 and the documentation they will need to provide. Staff are working with the Valley Home Store to finalize the letter and ensure their team is prepared to assist with homeowner inquiries, including providing copies of recorded deed restrictions as needed. The letter will be a joint message offering contacts from both the Town and the Home Store.
- With 2026 budget planning underway, it will be imperative to understand the Town's financial and personnel capacity to invest in a successful LERP compliance program.

SUSTAINABILITY

June 2025

Energy Efficiency & Electrification

- Sustainability staff joined the Mountain Towns 2030 Geothermal Working Group to gain knowledge and understanding of how this technology could work in Eagle as a low-to-zero emissions energy source.
- Building electrification planning continues. Data loggers were placed on June 2nd to accurately record office temperatures, humidity, and occupancy. The ESG team is working on analyzing our building controls to build a comprehensive approach to full electrification.
- Staff is working through the final stages of setting up our Energy Management System. Full implementation should be complete by July 24th, enabling us to pull month energy data from any building, group of buildings, or meter instantly. It will also include fleet fuel use, emissions data, and a public facing dashboard we can publish on the website.

Waste

- The [2024 Eagle County Waste diversion report](#) was presented at a recent Materials Management Taskforce meeting (the waste-focused working group of the Climate Action Collaborative). This report shows a decrease in recycling from 2022-2023 that is consistent with the drop we saw in Eagle over that time. Staff wanted to include this data to address questions about the drop during the Q1 Sustainability update presented to council in late May.

Sustainability Advisory Committee

- The [Sustainability Advisory Committee \(SAC\)](#) is still accepting applications for community sustainability funding in service of the net zero by 2030 goal. If you know of a project in the community that would reduce GHG

emissions and needs funding, please recommend they [apply with this link](#) by August 1st. Final funding recommendations to Council will be determined at the group's August 13th meeting.

Events

- Staff supported our team by driving the EV in the Flight Days parade. Great job to Molly for all her hard work on this event!
- The new staff-focused Bike to Work Day Prep event was a success, with free bike adjustments for staff and info to get them ready to bike to work.
- Staff hosted the Eagle Bike to Work Day station on June 25th, with support from Sydney Dynek, Gram Dick, and Marshall Troutner from Mountain Pedaler. 11 town employees biked to work and even more visited our aid station.

Other

- Sustainability staff presented at the CML conference in Breckenridge with the support of Councilmember Geoff Grimmer. There was fantastic audience engagement and lessons learned from the City of Northglenn's net-zero town hall.

MARKETING & EVENTS

June 2025

Events

- June is the start of Eagle's summer event season! Yoga Off Broadway and The Vitality Collective alternate Sundays at Eagle Town Park, and the Eagle River Park is now reflected on the events calendar.
- Town liaison for events; Youthpalooza, Church Celebration Event, Mountain Rec Opening Day, Latino Pride, Eagle Ranch HOA Celebration, Bighorn Gravel, Bike to Work Day, Showdown Town
- Recorded KZYR radio ads and Last DJ
- Mountain Youth's Sustainability Splash will partner with the town on the Tube-A-Palooza event, August 3.
- Spots available for the Youth Whitewater Safety Course on July 11. Registration is open!
- SUCCESS! Town of Eagle's signature summertime event, Flight Days, was a huge success! We had 25 parade floats, a Blackhawk static display, Splash of Color Fun Run raised over \$800 for the Golden Eagle Senior Center, Pet Contest, 12 food trucks, 19 vendors, inflatable bull, climbing wall, FREE ninja course, bouncy houses, LIVE MUSIC performances by Sinfonica Minera, Danger Mountain String Band, Stratus Blues Band, Banshee Tree and March Fourth brought the funk! Thank you to the 22 volunteers who supported the event. Special thanks to public works, PD and Melissa, for your tireless efforts in helping make this a great event! Positive feedback from a food vendor:
 - *I just wanted to say that Flight Days was truly a great experience — everything was well organized, and the turnout was impressive. This year, I also participated in two Pride events — one in Glenwood and one in Avon — and to be honest, neither of them compared to the energy and community vibe we experienced at Flight Days.*
 - Parade Float winners: Mechanical Express (For-Profit) and Mountain Tots (Non-Profit)



Marketing/Communications

- Communication outreach, including social media posts; Flight Days, Splash of Color Fun Run, Pet Contest, Live Music. EV Ride & Drive, Youthapalooza, Youth Whitewater Safety Registration Open, Eagle Pool Grand Opening, Cops & Bobbers, Planning and Zoning Vacancy, Summer Yoga Series, Fire Dange, Fire Restrictions, Mountain Rec Opening Day, Sustainability & Sweets, Eagle Valley Wildland Chipping, Latino Pride, Juneteenth, Demolition of the Everything Store, Skatepark Design, Capitol Street Open House, Garden in a Box, Bike to Work Day, Showdown Town, and weekly updates on the Sylvan Lake Road Improvement Project.
- Produced Eagle Today Newsletter
- Daily updates to Townofeagle.org and Eagleoutside.com
- Crushing Instagram @eagleoutside with over 4,200 followers and 25K views in last 30 days

eagleoutside
Ⓜ
⊕
≡

What's new?

Eagle Colorado

1,018 posts
1,202 followers
1,157 following

Town of Eagle's Marketing & Events Department promoting community events, community programs & open space.

200 Broadway St, Eagle, Colorado

www.eagleoutside.com

Professional dashboard
25.3K views in the last 30 days.

Edit profile
Share profile

INNOVATION TECHNOLOGY

June 2025

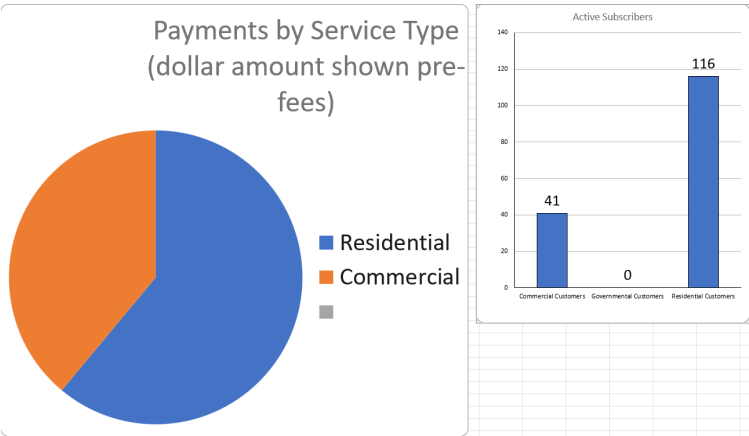
Projects:

Digital sign along Hwy6 has been replaced:



Broadband update:

- 42 business/government subscribers, 116 residential subscribers, 6 in queue
- Broadband revenue generated last month: \$xx,xxx



Technical Operations:

Support/Helpdesk is now managed in-house. The contract with the outsourced helpdesk has been cancelled as of 6/1/2025.

Staff Training

- All Staff - How to get support from the new IT Helpdesk

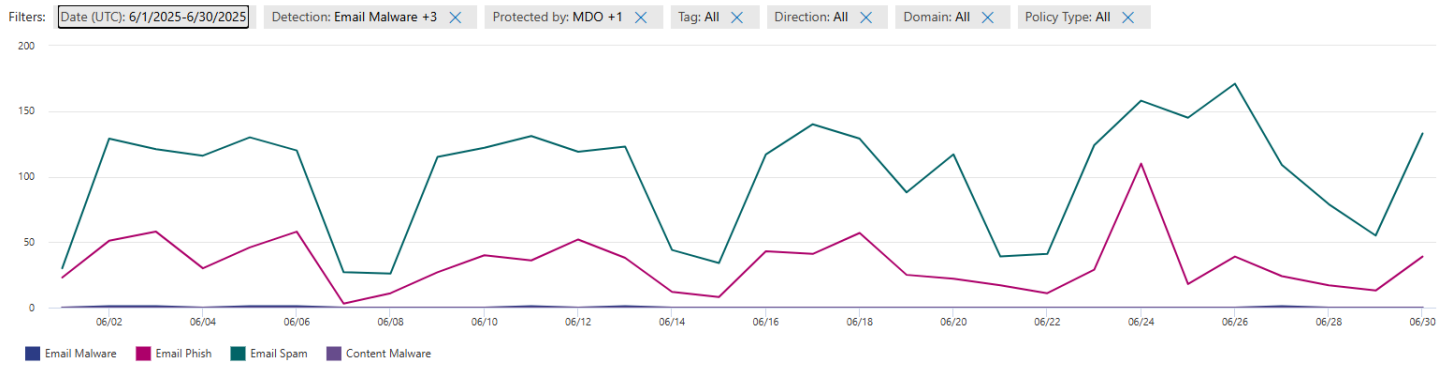
Staff Onboarding

- Sam Kelly - Distribution and Collection Technician - May 13th
- Jeff Nichols - Building Inspector - May 5th
- Gram Dick - CommDev Administrative Technician II - May 19th
- Rachel Tand - Finance Director - May 5th

Email threat protection report:

Threat protection status

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



FINANCE DEPARTMENT

June 2025

Administration/Financial:

- **Pool Financing** - The Certificates of Participation (COPs) for the pool project have officially closed. The funds have been deposited into a separate Town of Eagle account specifically for the pool financing. We have completed seven total project expense draws, totaling \$6,891,944.
- **Budget**
 - **2025 Supplemental Budget:** Council passed the 2025 Supplemental Budget at the June 10th meeting.
 - **2026 Budget:** Budget process and documentation are being rolled out to Staff in the first and second weeks of July. We are projecting a flat budget (0% operating increase) except for payroll and mandatory/contractual costs. Council Work Sessions are being scheduled for September, with public hearings in October and planned adoption in November.
- **Short Term Rentals (STRs):**
 - STR Active Permits – 26
 - STR New Permits – 0
 - STR Closed Permits – 0
 - STR Permits in process – 2
 - Revenue Collection:
 - ♣ May 2025: \$1,336 (compared to 2024: \$825, 62% increase YOY)
 - ♣ YTD 2025: \$12,752 (compared to 2024 YTD: \$8,112, 57% increase YOY)
- **Debt Service:**
 - No payments made.
- **Annual Audit:**
 - Staff continue to work with Maggard & Hood on the 2024 Audit.

Payroll/HR:

- **New Hires:**
 - None
- **Terminations:**
 - None

Training Attended:

- ZacTax sales tax software

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID								
MONTH	2020	2021	2022	2023	2024	2025	VARIANCE FROM PY	
JANUARY	205	230	249	285	280	307	27	10%
FEBRUARY	237	217	254	212	278	306	28	10%
MARCH	234	247	243	264	390	293	(97)	-25%
APRIL	137	214	331	259	300	407	107	36%
MAY	162	260	269	388	314	331	17	5%
JUNE	221	400	398	290	309	290	(19)	-6%
TOTAL YTD	1,196	1,568	1,744	1,698	1,871	1,934	63	3%

Utilities:

- Property Transfers – 9 (YTD: 55)
- New Account Set Up – 2 (YTD: 16)
- Utility Red Tags – 28 (2025 Monthly Average: 22.7)
- Water Shut Offs – 1 (2025 Monthly Average: 0.3)
- **Water Usage and Budget v. Actual:**
 Water usage is down approximately 5% compared to the prior five-year average for June. The first six months of this year are flat from the prior five-year average for the same period.

Revenue from water sales currently stands at 42% of the budget for in-town sales and 46% for out-of-town sales, both slightly above prior year-to-date levels (41% for in-town and 43% for out-of-town). Although water rates increased by 3% in 2025, the Town budgeted for only a 1.25% increase in fee collections, due to the sales being dependent on usage.

Water Usage (In Thousands)									
MONTH	2020	2021	2022	2023	2024	PRIOR 5 YR AVG	2025	CHANGE OVER AVERAGE	
JANUARY	17,925	16,564	16,602	15,660	15,813	16,513	17,900	1,387	8%
FEBRUARY	15,981	15,538	14,503	18,016	16,630	16,134	15,400	(734)	-5%
MARCH	15,501	16,099	16,436	13,615	14,814	15,293	14,403	(890)	-6%
APRIL	15,578	17,443	14,988	15,071	16,935	16,003	16,595	592	4%
MAY	34,006	23,775	24,859	17,773	18,715	23,826	26,994	3,168	13%
JUNE	61,463	60,403	51,373	42,130	48,409	52,756	49,898	(2,858)	-5%
TOTAL YTD	160,454	149,822	138,761	122,265	131,316	140,524	141,190	666	0%

Town Council Department Budget to Actual:

TOWN OF EAGLE EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 6 MONTHS ENDING JUNE 30, 2025					
GENERAL FUND					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN COUNCIL</u>					
10-49-110 SALARIES & WAGES	3,800.00	22,800.00	45,600.00	22,800.00	50.0
10-49-142 WORKERS COMPENSATION	.00	.00	56.00	56.00	.0
10-49-143 HEALTH & INSURANCE BENEFITS	.00	.00	168.00	168.00	.0
10-49-144 FICA - EMPLOYER'S	290.70	1,744.20	3,488.00	1,743.80	50.0
10-49-225 UNIFORMS	.00	.00	500.00	500.00	.0
10-49-320 LEGAL NOTICES	.00	.00	500.00	500.00	.0
10-49-347 PROFESSIONAL SERVICES	.00	.00	7,000.00	7,000.00	.0
10-49-371 TRAVEL EXPENSE	84.00	84.00	5,250.00	5,166.00	1.6
10-49-372 MEETING EXPENSE	705.45	874.45	7,500.00	6,625.55	11.7
10-49-380 TUITION & BOOKS	.00	766.90	4,000.00	3,233.10	19.2
10-49-450 SPECIAL COUNCIL FUNDING	.00	.00	5,000.00	5,000.00	.0
10-49-510 INSURANCE	.00	.00	125.00	125.00	.0
10-49-915 COMMUNITY REQUESTS	.00	37,092.00	50,000.00	12,908.00	74.2
TOTAL TOWN COUNCIL	4,880.15	63,361.55	129,187.00	65,825.45	49.1

HUMAN RESOURCES

June 2025

Recruitment - 16 positions filled since January 2025, interviews conducted for 19 positions

- Active Recruitment, 5 Open positions
 - Street Maintenance Tech, Applicants Screened in June, Interviewing in July
 - Police Records & Information Technician, conducting background checks
 - Building Official, conducting initial screens
 - Utility Engineer, posted 7/2
 - Communication Specialist, posted 7/2

Safety & Risk Management

- 3 Work Comp claims open
- 7 CIRSA GL-Property Damage claims open
- CIRSA Administrative Audit initiated

HRIS:

- References conducted on finalist, contract signed with Paycom, starting implementation in July

Other:

- Town Manager Review Process Conducted
- Spanish Translation and Interpretation totaling approximately 1 hour
 - 25 min. Court-tickets
 - 25 min., Recycling sign for PW and survey for Flight Days.

COMMUNITY DEVELOPMENT

June 2025

Planning LONG RANGE PLANNING

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

- Chapter 4.17 Status Update: staff have completed a full review of the chapter and provided input to legal counsel on updates needed to improve the administration of the LUDC. Legal has since returned a revised draft for staff's review. Progress was temporarily paused during the first few months of the year to prioritize the influx of current land use application and address state-mandated code updates (e.g. Natural Medicine Facilities and density standards in mixed-use/commercial zone districts). Staff plan to present draft text to the Planning Commission and Town Council for feedback in late summer with the goal of adopting the revised chapter in the fall.
- Staff proposed density limits in specific zone districts in response to HB25-1092. Policy guidance was provided at the June 3 joint work session and the proposed amendment to the LUDC was approved by the Town Council on June 24 and can be accessed [HERE](#).

WUI Code

- Staff are actively engaged in the County-wide Wildland Urban Interface (WUI) Code update process, led by the Eagle County Wildfire Collaborative. This initiative involves collaboration with jurisdictions throughout the Valley to create a WUI Code that caters to our local needs.
- The WUI Code, formally known as the State Resilience Code, will support increasing the community's resiliency to wildfires by regulating exterior building materials to ensure they are fire resistant, enacting landscaping guidelines such as the Fire Free 5 that ensure there is not flammable material within 5 feet of the structure, and by ensuring landscaping standards support water-wise, native vegetation that is not highly flammable.
- Recent state legislation has impacted the timeline for adoption and implementation of this Code. Staff will provide updates on this as it becomes available.

EVTA 10 Year Transit Plan

- Staff are actively engaged in the Technical Advisory Committee (TAC) for EVTA's 10 Year Transit Plan. The TAC is made up of local community staff representatives and their primary role is to provide technical guidance to the plan, make recommendations to the EVTA Board, communicate with Town Managers and other key influencers in each community.
- The most recent meeting focused on wrapping up the 10-year Plan. Key points included the importance of frequency of service, timely transit, and serving destinations like Eagle, Edwards, Gypsum, and Avon. The plan involves three phases. The meeting also discussed operational challenges, prioritization of projects, and recommendations for enhanced safety.

Administrative Manual

- Staff has been continuing to work on an administrative manual to clearly communicate land use processes to the public. Staff will be posting resources as they're completed, e.g. how the use permit process works, on the Town's website. As this project continues staff will be engaging stakeholder groups like the EVC for feedback to ensure this manual is user friendly and is meeting the community need.

LAND USE APPLICATIONS IN PROGRESS

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

- Eagle Meadows Annexation No. 1 and No.2
 - An application to annex and zone parcel no. 193927300040 (Parcel A) to Resource (R) and parcel no. 193927400041 (Parcel F) to Rural Residential 2 (RR2).
- Haymeadow Minor PUD Amendment application

- An application has been submitted for a minor PUD amendment to add minimum lot area standards, add multi-family bicycle parking standards, clarify streetscape standards, and correct other clerical and technical errors in the existing PUD Guide and make minor corrections to the PUD Trails Plan.
- Staff comments were collected and sent to the applicant, who is working to update the application documents.
- Eagle Ranch Theater Building Minor Subdivision
 - Mauriello Planning Group has submitted a minor subdivision application to plat six residential condominiums in the existing Capitol Theater building at 1140 Capitol Street.
 - Staff comments were collected and sent to the applicant, who is working to update the application documents.
- Red Mountain Ranch, Parcel 1
 - Has submitted Preliminary Plan Review and Major Development Plan applications; developer's team reviewing referral comments, applicant resubmittal TBD.
- 446 Broadway
 - Has submitted a minor development permit application for a new mixed-use building. Developer's team reviewing referral comments, applicant resubmittal TBD.
- 1215 Chambers Avenue
 - Applications for a lot line adjustment and a Major Development Permit.
 - Application is complete and out for referral until August 8.
- Henry Annexation
 - Annexation, rezoning, and minor subdivision submitted for 220 E. Sixth St. Public Works needs additional information related to water rights, still deemed incomplete.
- North Broadway – Annexation and Zoning/Rezoning
 - The Applicant withdrew their annexation and zone/rezone request to CMU2.
 - A new annexation and zone/rezoning request is anticipated. The timing of the formal resubmittal from the applicant is unknown.
- New Electric, 629 Sawatch Road – Minor Development Permit
 - Application is incomplete as of 6.2.25

Administrative Approvals (Encroachment Permits, Sign Permits, Use Approvals)

- Currently reviewing 1 Sign Permit, 1 Encroachment Permit, and 0 Mobile Vending Permits.
 - 2 Sign Permits have been approved and issued so far this year.
 - 1 encroachment permit has been approved and issued this year.
 - 1 Mobile Vending Permit has been approved and issued this year.

NOTABLE UPDATES

- Staff has met with members of the community on development proposals ranging from small administrative permits to larger development, subdivision, and annexation applications. Pre-application meetings in 2025:
 - January - 2
 - February – 3
 - March- 3
 - April- 2
 - May- 1
 - June-
- Software: Staff have issued the RFP in coordination with IT. The deadline for bids is August 1st.
- Staff continue coordinating with CU Denver on the summer studio projects where students create conceptual designs for projects in town. The students visited Town Hall on June 20th to meet with staff, familiarize

themselves with the Town and areas of interest.

- The Town has received a demolition permit application for the old barn at the corner of 3rd & Church Street.
- We are both thrilled and saddened to announce that Eddie Wilson, the Town's Building Official, will retire on July 11. Eddie leaves behind big shoes to fill. While we will deeply miss his presence and leadership, we are equally excited for him to enjoy the next chapter of his life in retirement.

UPCOMING ANTICIPATED APPLICATIONS

- Haymeadow Design Guidelines Update – Staff Review
- Haymeadow RMF 4 + 5 – Major Development Permit
- Mountain Tots Preschool – Major Development Permit
- 301 Broadway – Development Permit
- 481 Whiting- Staff Review
- Bluffs Minor PUD Amendment-

MAJOR CONSTRUCTION PROJECTS

Business Name	Location	Status
Hockett Gulch Apts.	16186 Hwy 6	Permanent CO's have been issued for all 6 buildings
Hockett Gulch Phase II	16186 Hwy 6	Building permit issuance is imminent for one (1) multifamily building at 222 Mount Eve
Haymeadow	91 Mountain Hope Circle	Building permit issuance is imminent for one (1) detached single-family dwelling at 22 Red Peak Rd
Habitat for Humanity	3 rd Street	TCOs complete.
Stone Concepts of Colorado	85 Marmot Ln	Permit issuance pending soon.
Eagle County BMX	1700 Bull Pasture Rd	Permits released
Eagle Pool	1700 Bull Pasture Rd	TCO issued on 5/27
Alpine Lumber Shed	111 Chambers	TCO for shed building – landscaping required
1200 Capitol Project	1200 Capitol St	Building permit ready for issuance

Building

The figures below show general activity levels not broken down by permit type (building, plumbing, mechanical, etc.)

TYPE OF WORK PERFORMED	EOY 2023	EOY 2024	YTD 2025
Inspections (n/i Planning, Public Works)	1,885	1944	686
Permits Processed	411	334	200

P&Z and Council Meeting Schedule

July 2025
July 1 st (Work Session) - CANCELLED
July 1 st (Planning Commission) - CANCELLED

•
July 8 th (Town Council)
• Eighth Amendment to the Annexation and Development Agreement for Haymeadow
July 15 th (Planning Commission)
•
July 22 nd (Town Council)
•
August 2025
August 4 th
•
August 11 th
•
August 18 th
•
August 25 th
•

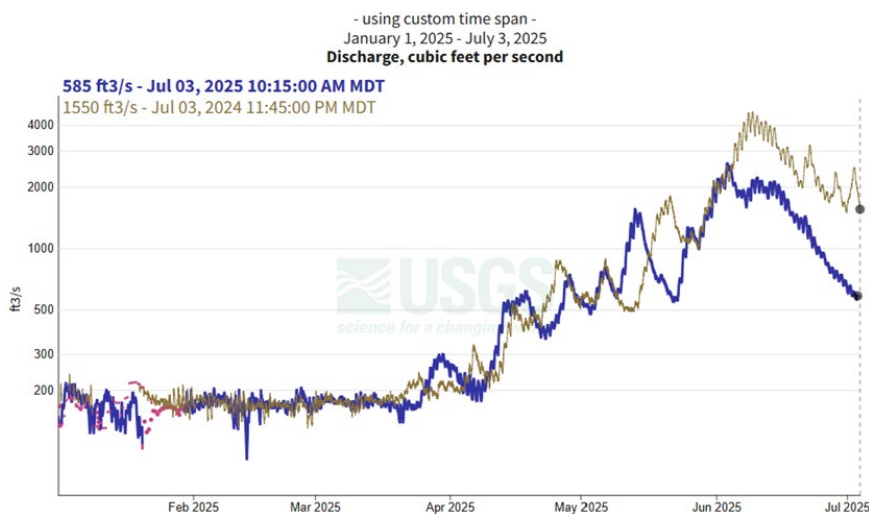
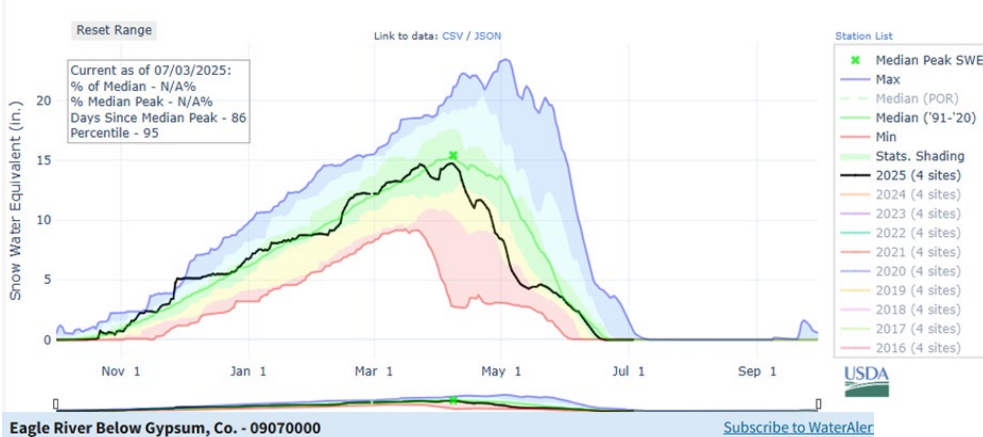
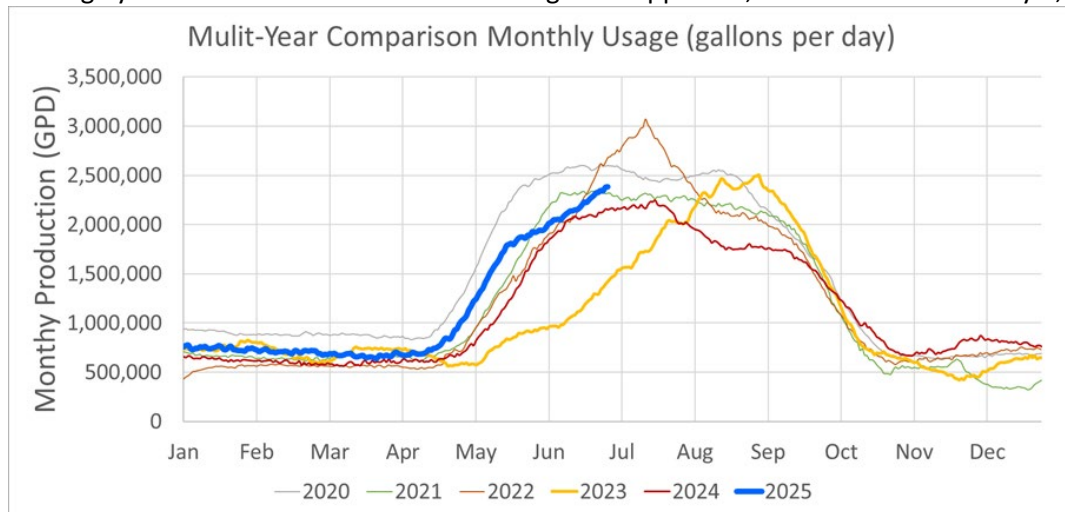
2025 Land Use Projects	Project Timelines											
Projects	July				August				September			
Haymeadow	PZ	TC	PZ	TC	PZ	TC	PZ	TC	PZ	TC	PZ	TC
Trailhead Park ADA Amendment												
Town Council Public Hearing												
Minor PUD Amendment												
Administrative Review Period												
Administrative Decision												
Update to Design Guidelines												
Administrative Review Period												
Administrative Decision												
ER Theater												
Administrative Review / Referral												
Administrative Decision												
1215 Chambers Avenue - Major Dev Permit and Sub.												
Referral Review												
Planning Commission Public Hearing												
Town Council Public Hearing												

PUBLIC WORKS

June 2025

Water (Stephan Wilson, Utilities Manager)

- Production:** Weekly water production has increased to 2.5 million gallons per day (MGD) through the month of June. The production increase through the month of June outpaced the previous years by 2-weeks and appears to be more consistent with 2020 and 2021 values. Town is able to enter the summer season without implementing water restrictions. However, this outlook may change as the summer progresses. The snowpack has largely melted out and the flows in the Eagle are approx. 1,000 CFS lower than July 1, 2025.



- 2025 Sanitary Survey: In June 2025 the Town's water utility received its major Colorado Department of Public Health and Environment (CDPHE) compliance inspection. No violations were identified. There were two recommendations/notes identified 1) correcting a small leak on the shell for the Frost Creek Tank, and 2) updating language in the Town's Backflow Program. Both recommendations have been made.
- 2025 Hydrant Flushing: Currently there are only 2 fire hydrants out of service in Town. This is a significant improvement from the nearly two dozen identified in 2024. The 2 out of service hydrants required the purchase and rental of new equipment to avoid the expense of a full replacement. Both of the out-of-service hydrants are expected to be repaired by the end of July.



- Lower Eby Creek Booster Pump Station Replacement: Mobilization for the Lower Eby Creek Booster Pump Station Replacement is scheduled for the week of July 14th. The new station has been released for fabrication and is anticipated to be delivered in November. The initial phase of construction will involve the buried pipe construction, grading, and foundation work. This project will replace the aging Lower Eby Booster Station. This booster station is critical for maintaining adequate tank levels and pressure in the system, transferring water from the In-Town Pressure Zone to the Upper Eby Pressure Zone, and ensuring reliable service to water customers.



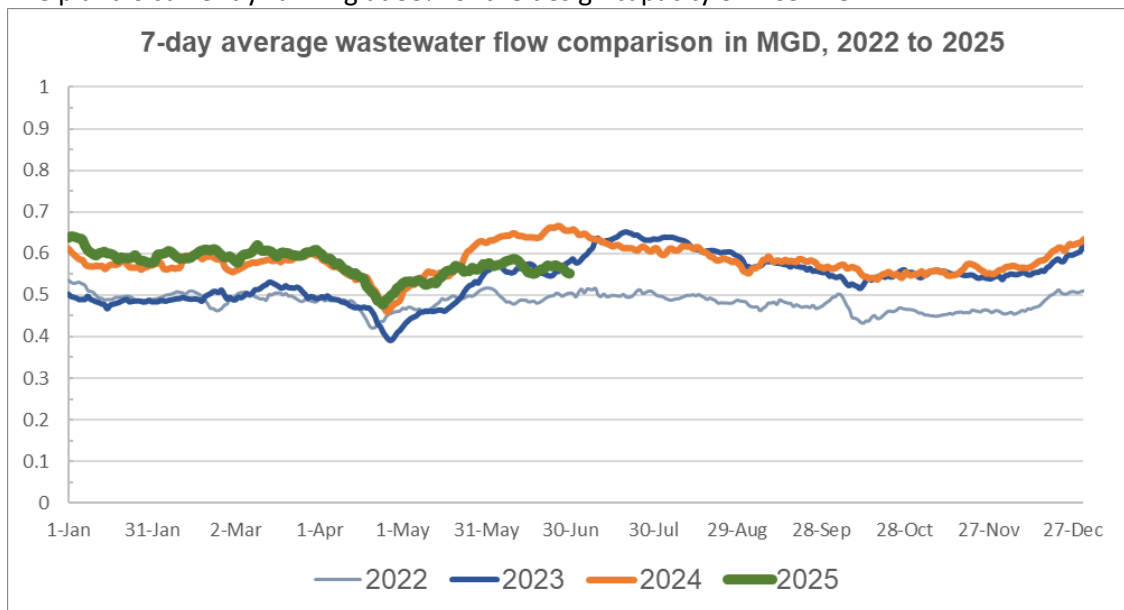
- Cemetery Tank: The contractor (Phoenix) completed the installation of the new valve vault and vault piping at the tank site. The submittal preparation and review of the new tank, foundation, stairs and dome are in progress.



- **East Eagle Tank:** The 30% design package has been prepared and submitted to the Town for review. The CMAR documents – RFQ package have been prepared and submitted to the Town for review.

Wastewater (Stephan Wilson, Utilities Manager)

- **Flows:** Weekly wastewater flows have trended at 0.55 MGD for June, remaining relatively consistent with flows from 2023. Currently flows are reflecting a 15% decrease for the beginning of summer in comparison with 2024. The plant is currently running at 33% of the design capacity of 1.65 MGD.



- **Wastewater Treatment Facility (WWTF) improvements:** The wastewater improvement project is moving forward with preparing an equipment pre procurement package for long lead time equipment for blowers, pumps, and electrical equipment. Phase 1 will involve work in the existing plant. Phase 2 will be for the new building that will house supplemental chemical feeds for Alum, carbon (Micro-C) and 30% sodium hydroxide (caustic soda) required for Total Inorganic Nitrogen (TIN) and Total Phosphorus (TP) removal.
- **Collection System:** 2025 Collection system cleaning has started for Zone 3 which includes areas of Eagle Ranch and Old Town. 2025 Collection system maintenance contract is in place 2025, 2026, 2027, and 2028 collection system work.
- The Town received a second public notice for permit modification No. 1(v2). This public notice version of the Town's permit included new unexpected features of temperature limits and an associated compliance schedule.

TOWN CLERK

June 2025

Ask the Town

- Asked for information on pool opening day.
- Asked how to get a copy of their water/sewer bill.
- Inquired about OSHA requirements for hearing protection while operating machinery.
- Permit requirements for a greenhouse.
- Confirming details about the Town's local sales tax policy.

Records Requests

2020	2021	2022	2023	2024	2025
16	30	41	29	58	26

**Various Town Departments respond to Records Requests*

Licensing

- 2025 Business License New & Renewals – 267 licenses issued
- Delinquent Business License Businesses – 75
- Liquor License Authority & Administrative Approvals
 - Liquor License Renewals in Progress: Slope & Hatch
 - New Liquor Licenses in Progress: Twisted Root (transfer)

Training/Meetings

1. June 3 - Town Council Work Session
2. June 10 – Town Council Meeting and Executive Session
3. June 24 – Town Council Meeting and Executive Session

POLICE DEPARTMENT

June 2025

2025 June Calls for Service: 1,490
2025 Jan-June Calls for Service: 7,217

2024 June Calls for Service: 869
2024 Jan-June Calls for Service: 5,937

DEPARTMENT ANNOUNCEMENTS:

2025 Q2 STATS (APR-JUN)	
Agency Assist – 6 Assault -- 7 Burglary -- 0 Burglary/Panic False Alarm – 7 Child Abuse Investigations -- 1 Citizen Assist – 61 Civil – 5 Code/Ordinance Violation – 4 Community Oriented Policing -- 17 Damage/Vandalism – 2 Death -- 0 Disturbance (Domestic or other) – 17 Domestic/Livestock Animal Complaint (Not A.C.) – 4 DUI/D -- 3 DUR – 0 E-BIKE/OHV -- 12 F or M Menace/Assault/Weapons -- 0 Fire/Medical Law Response – 14 Fraud – 3	Harassment – 6 Juvenile/Family Incident -- 5 Missing/Recovered * Juvenile -- 2 Adult -- 0 Motor Vehicle Crash/Assist – 16 Narcotics -- 1 Noise Complaint – 5 Parking problem/violation – 58 Parking assist/variance -- 6 Protection Order Violation -- 1 Sex Assault -- 3 Misconduct Investigations -- 2 Sex Offender Check/Registration -- 1 SRO Related – 7 Welfare/Mental-health related – 4 Suspicious Person/Vehicle/Occurrence – 40 Theft – 3 Trespassing -- 3 Warrant Arrest – 0 Wildlife Animal -- 10

BE BEAR AWARE:

The sun is shining, and the bears are out! Eagle Police Officers spent time one morning monitoring a young bear that was wandering around the open space area of Eagle Ranch near Brush Creek Park and Founders Ave after it got into an unsecured residential trash can. We'd like to remind the community of the following: Secure your trash and do NOT approach or bring pets near bears. Bears that exhibit dangerous behavior towards people should be reported to Colorado Parks and Wildlife's Glenwood Office at 970-947-2920.



TRAINING UPDATE:

On June 11th, Lt. Causey was invited to the Rocky Mountain Tactical Team Association (RMTTA) basic SWAT School in Longmont, CO to teach Mission Planning and Operational Scouting. Lt. Causey delivered both blocks of instruction to the 31 students! This was extremely well received, and Lt. Causey continues to bring Eagle PD to the forefront of training on a state level. At the end of June, Lt. Causey was able to attend the SOU in-service training under the exceptional instruction of FBI Hostage Rescue Team Lead Instructor Dave Tanner. This grant-sponsored training focused on life-saving skills to de-escalate and safely resolve critical incidents, and Lt. Causey will be teaching these skills to our officers here at Eagle PD.



COPS AND BOBBERS KIDS FISHING DERBY RECAP:

What a great morning at our Cops & Bobbers Kids Fishing Derby on June 7th! Dozens of families came out to enjoy fishing, learn new skills, and build positive connections with your Eagle Police Department and Colorado Parks and Wildlife. Huge thanks to Colorado Parks and Wildlife for donating fishing supplies, and to Walmart in Avon for donating our event prizes. Your support made this day extra special. We're grateful to everyone who helped make this event a success, and we look forward to seeing you at the next one!



FLIGHT DAYS RECAP:

We'd like to thank the community for coming out to Flight Days 2025! Eagle Police had the opportunity to interact with the community at our Eagle Police tent along with participating in the parade featuring our newest patrol trucks. At the tent, we greeted visitors, helped to reunite a temporarily lost juvenile with their guardian, and answered questions about e-bike and other town ordinances. **In total, Officers handled 158 calls for service over the two-day Flight days event.**



HIRING FOR RECORDS:

Eagle Police Department is seeking a reliable and motivated Police Records & Information Technician to join our team! This is your opportunity to play a vital role behind the scenes, helping our officers and community stay organized, informed, and supported. Do you know someone who might be interested in joining our team? Visit [Jobs • Police Records & Information Technician I, II](#) for more information.

SPEED TRAILER UPDATE:

The speed trailer was placed on Capitol Street near Founders Ave.

**ALL TRAFFIC
SOLUTIONS**



Start: 2025-06-03
End: 2025-06-30
Times: 0:00:00-23:59:59

Compliance & Risk Report

Cops And Bobbers, NB

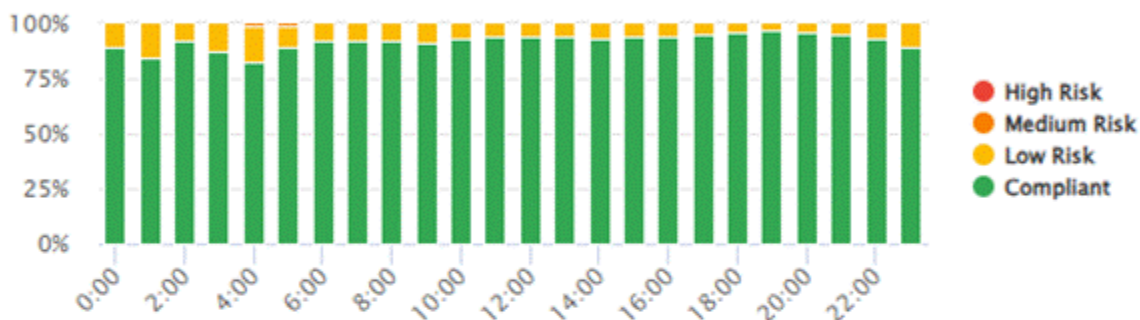
Medium Risk Threshold: Speed Limit + 10

High Risk Threshold: Speed Limit + 20

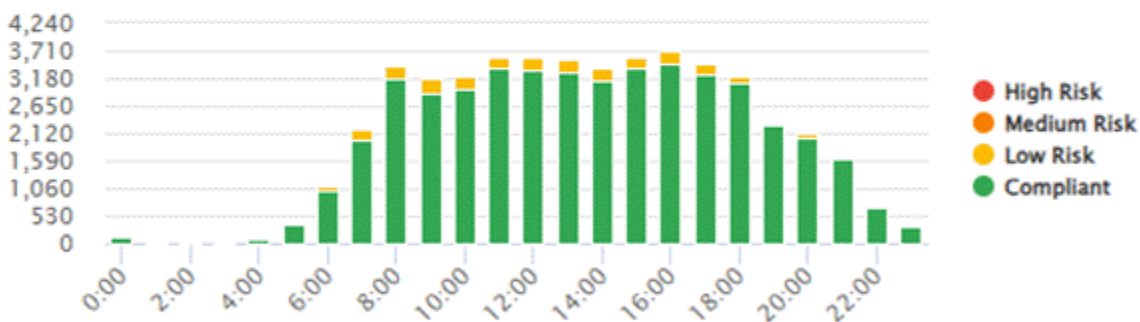
Speed Range: 1 to 150

Time View: By Hour (Total Volumes)

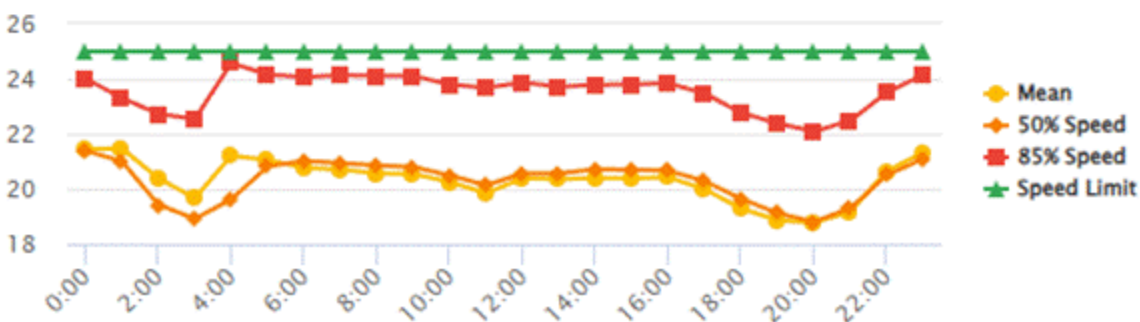
Compliance % by Hour (Totals)



Compliance by Hour (Totals)



Speeds



PATROL VEHICLE FLEET UPDATE:

Over the past two years, the Eagle Police Department has made significant capital investments in patrol vehicles through the Town's CIP program. Below is a summary and update on the implementation status and performance of those purchases, with a specific focus on the fleet of Hybrid F-150 trucks.

- **2024 CIP Vehicle Purchases**

- In January 2024, Eagle PD acquired six (6) 2023 Hybrid Ford F-150 trucks. These vehicles were selected due to the discontinuation of the Hybrid SUV Police Interceptor by Ford, and in alignment with the Town of Eagle's NetZero goals. While the hybrids met the agency's operational needs on paper, their performance in the field has presented serious and ongoing challenges.
- Following the installation of emergency equipment, the vehicles began experiencing electrical software issues that caused intermittent failures of rear running lights and brake lights. Troubleshooting these problems required extended diagnostic periods, with vehicles routinely cycling between the upfitter and Ford dealership. A specialist was eventually flown in from Arizona to assist with diagnostics and repairs.
- To date, the six trucks have collectively required more than ten service trips for diagnosis and repair. Each cycle typically includes a visit to the upfitter, the Ford dealer, and a return to the upfitter, often taking three weeks to three months per vehicle. In several cases, the vehicles also required complete replacement of their Body Control Modules (BCMs), further extending downtime. These vehicles have spent nearly as much time out of service as in service since their arrival.
- Currently, four of the original six trucks continue to exhibit compatibility issues between the Hybrid system and emergency equipment. According to our installer, they are not aware of any other agency deploying the Hybrid F-150 as a patrol vehicle, while the gas-powered F-150 is widely used and has not shown similar problems.

- **2025 CIP Vehicle Purchases**

- In January 2025, EPD purchased three (3) additional 2024 Hybrid F-150s. This order was placed during the diagnostic period of the initial fleet, under the belief that a workable solution was within reach.
- EPD opted not to upfit these vehicles until a solution to the original vehicles was secured. In 2025, EPD began upfitting the 2024 vehicles while repair and modifications were being completed on the 2023 vehicles. The emergency equipment in the 2024 Hybrid F150's had to be modified extensively to function with the Hybrid system and avoid the problems encountered with the first batch of trucks. To date, two of the three 2025 vehicles have been upfitted and put into service by Eagle PD; the third remains in the upfitting stage.

- **OVERALL FLEET STATUS**

- To date, EPD has acquired nine (9) Hybrid F-150 trucks, purchased starting January of 2024:
 - ♣ **Four (4)** are currently in service.
 - ♣ **Four (4)** continue to experience recurring electrical and compatibility issues.
 - ♣ **One (1)** remains in the upfitting phase.

While we remain committed to sustainability and innovation, the challenges experienced with the Hybrid fleet have delayed full deployment, strained operational readiness, and increased time and costs associated with repairs. These ongoing issues will inform future fleet planning recommendations.

NOTABLE CALLS:

FRAUD ALERT: A resident reported receiving a phone call from someone claiming to be with Eagle County Sheriff's Office, demanding \$10,000 to pay bail and avoid arrest. The resident initially withdrew the money but became suspicious and called 911. She was informed this was a scam and assured that a law enforcement agency would never make such demands. The resident was advised to return the money to her bank and report the incident to IC3.gov, which she planned to do. Fortunately, no money was lost or exchanged.

WILDFIRE SEASON: Eagle PD and Eagle County agencies have responded to numerous spot fires over the last few weeks. One of these fires in Dotsero resulted in the loss of at least two residential structures with damage to additional residences. Both Chief Buhlman and Officer Sanders responded as mutual aid to help with this intense scene.



We are asking the community for help in adhering to current fire restriction guidelines. For information on wildfire preparedness and individual home risk assessments, please visit [ECEmergency - Wildfire Summer](#). For information on current fire restriction status and guidelines, please visit [ECEmergency - Fire Restrictions](#).

FIRE RESTRICTION VIOLATION: Eagle Police Officers responded with Greater Eagle Fire Protection District to a small brush fire that was started accidentally after two boys were messing around with a lighter outside of their residence. The fire was successfully put out, and both agencies educated the family on current fire restrictions and general fire safety.

DUI: A vigilant citizen reported an intoxicated driver stumbling to his truck and passing out in the driver's seat. Eagle Police Officers found the driver unresponsive but were able to wake him. The driver initially refused roadside tests but later consented to a breath test. During the arrest and at the jail, the driver made repeated threats against our officer's life. Due to the severity and frequency of the threats, the breath test was discontinued, and the driver was booked for safety reasons.

UNDERAGE DRINKING: During a bar check, Officer Wolfe noticed a group of four females at the bar who appeared underage. Two left before contact, while the remaining two initially presented fake IDs but later admitted to being underage. Officer Wolfe educated them on the consequences of underage drinking and criminal charges they were

facing. Officer Wolfe gathered information about the source of the fake IDs. One of the females identified an individual residing up-valley as the source of the providing the fake ID. This information was passed along to the Eagle County Sheriff's Office for further investigation. Both females were warned for criminal impersonation and MIP, and the bartender was reminded about the legal requirements of thorough ID checks.

UPCOMING EVENTS:

NATIONAL NIGHT OUT Tuesday August 5th:

The Eagle Police Department would like to invite the community to National Night Out 2025! This family-friendly event will take place on Tuesday, August 5th from 5-8pm at Brush Creek Pavilion in Eagle. National Night Out, held annually by law enforcement agencies across the United States, is a national community-building campaign that promotes police-community relationships. This event will feature food, kids' activities, and a chance to interact with your local first responders. For more information on the campaign, please visit the Police Department Event page [HERE](#). We look forward to seeing you there!



ENGINEERING

June 2025

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

General Updates (RJ):

- Staffing: Martha Miller tendered her letter of resignation. We appreciate all of her efforts to move the Capital improvements plan forward.
- Development review
 - Large Projects include:
 - Hockett gulch Phase 1B and 2
 - Haymeadow Filing 2
- Preliminary work has begun on replacing the Public Works Manual with updated Engineering Standards and Construction Specifications. Similarly, right of way, and grading permit processes are under review and will undergo modifications. Priority will be to create the grading permit process which may include some code adoption and or revisions.
- Public Works has developed an initial GIS system for the publicly owned utility systems.

Right of Way Permitting Summary (RJ):

- Active ROW Permits: 6

Public Improvements Developer Projects

- 263 Sawatch
 - Water main extension
- Haymeadow
 - Ouzel Lane Waterline.
 - SLR Extension and Sewer
- Reserve at Hocket Gulch Phase 1B and 2
 - Water and sewer installation

Pavement Management

- 2025 Resurfacing Project- Project will include Sylvan Lake Road extending from the Health Center to Eagle Ranch Road. The project will start following the Sylvan Lake Road Improvements.

Capital Improvement Projects

- Grand Avenue Corridor – The design team continues to work towards a 60% design which should be completed at the end of August. Technical and process meetings occur at regular intervals. Preliminary ROW lines have been received. There are several areas of conflict especially in comparison with the Devolution documents. Staff is investigating further with a Licensed Surveyor. The railroad wants to see the ROW plans before future design submittals. The railroad didn't deny the request for a roundabout at 5th Street, but it appears they prefer a signalized intersection. The public engagement process is complete.
- Capitol Street – Staff prepared a \$1M DOLA grant for the storm and water. Staff is preparing for a presentation to DOLA on June 18th. Outcome of the application should be announced in June/June. The 30% design phase scheduled for June 13th then Staff will review the preliminary design at a Public Open House on June 18th and Town Council work session on July 1st.
- Brush Creek Water Transmission Main & PRV – Staff is soliciting construction bids. Bids expected on June 5th and construction is estimated to start Sept 1 with late fall/early winter completion. The License Agreement for temporary access during construction is complete. The project includes 5,600 LF of main water design and PRV upgrades. Pressure Reducing Values have been reduced from 3 to 2, saving the Town's long-term maintenance costs.

- Sylvan Lake Road – Regular construction updates can be found at the link. [Sylvan Lake Road Pedestrian Improvements Project | Town of Eagle, CO - Official Website](#) . Construction activities began April 1. The concrete work for the bulb-outs and sidewalk is expected to be completed by mid-July, and then the resurfacing project will pave the area. Final striping and pavement markings will occur in the fall. Project completion is expected in the first week of October. Construction includes a new sidewalk between MacDonald and Capitol Streets and intersection improvements at Capitol Street, MacDonald, and Eagle Ranch Road using the \$1M MMOF grant.
- Safe Streets of All (SS4A) Action Plan – 5th steering committee meeting was held. The report is anticipating being is tracking gor the June 24th Meeting

MUNIPCIAL COURT
June 2025

MUNICIPAL COURT
Court Held June 4th

JUNE 2025 REPORT

Citations Issued	Current	YTD	2024
Animal Control	3	21	52
Misdemeanor/Ordinance	0	4	22
Parking	4	64	142
Traffic	14	47	114
Total	21	136	330

Fines and Fees Collected	Current	YTD	2024
Total Court Costs	\$30.00	\$745.00	\$5,780.00
Total Fines	\$1,580.00	\$10,030.00	\$23,535.00
Total Surcharges	\$170.00	\$1,270.00	\$3,200.00
Total Third Party (Restitution)	\$-		\$4,299.21
Total	\$1,780.00	\$12,045.00	\$36,814.21

Dispositions (Payments or Court Appearances)	Current	YTD	2024
Animal Control	2	8	47
Juvenile	2	2	7
Misdemeanor/Ordinance	0	0	9
Parking	5	14	132
Traffic	6	22	113
Total	15	46	308

Outstanding Fines and Fees at Collections	Total	Collection
Current	\$535.00	
1-30 Days Past Due	\$535.00	
31-60 Days Past Due	\$320.00	
61-90 Days Past Due	\$600.00	**At Collections
91-180 Days Past Due	24,130.47	**At Collections



To: Mayor and Town Council

From: Carrie Buhlman, Chief of Police

Date: July 8th, 2025

Agenda Item: Specialty and Non-Standard Vehicle Ordinance 05-2025

REQUEST:

Review draft language and approve ordinance 05-2025.

BACKGROUND:

Since 2023, e-bikes have become a common mode of transportation in and around the Town of Eagle. As technology has advanced, a variety of new powered personal transportation devices have emerged, many of which no longer fall within the traditional e-bike classifications. These newer vehicles, referred to in this ordinance as “powered bikes,” are increasingly seen on sidewalks, in parks, and throughout town. Ordinance 05-2025 offers a foundational framework for regulation and enforcement regarding these vehicles.

ANALYSIS:

The growing use of powered bikes and other specialty vehicles in and around the Town of Eagle has created a clear need for regulation, education, and enforcement to ensure the ongoing safety of our community. These vehicles fall outside the standard “e-bike” classification, resulting in gaps within our current municipal code.

Ordinance 05-2025 addresses this issue by clearly defining powered bikes, non-standard vehicles, and specialty vehicles, providing a framework for consistent enforcement and public understanding.

The Town of Eagle current E-Bike Ordinance, approved by Town Council on March 12, 2024 (Series 02-2024), remains in effect and is not impacted by the addition of the new Specialty and Non-Standard Vehicle Ordinance.

COMMUNITY INPUT:

Town staff and law enforcement have received a steady stream of complaints regarding the operation of powered bikes. The majority of these involve unsafe riding behavior, such as speeding or reckless operation, often on sidewalks, streets or in public gathering areas (i.e. parks, schools and events). This feedback highlights the importance of enacting sensible regulations backed by public education.

The Town Staff did not formally conduct a community survey on this ordinance addition.

BUDGET / STAFF IMPACT:

Successful implementation of this ordinance will require a strong community education component. The Police Department plans to incorporate information about the new regulations into upcoming summer outreach events. Staff will also create educational flyers and utilize the Town’s social media platforms to help spread the word. Our School Resource Officer also plans to collaborate with Eagle schools in the fall to help educate students on the

new regulations.

We anticipate only a minor impact on departmental budgets, primarily for printing materials, as well as a moderate impact on staff time related to education and outreach efforts.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

This ordinance aligns with the Town's ongoing commitment to Community Safety.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to approve Ordinance 05-2025

ATTACHMENTS:

Ordinance 05-2025

**TOWN OF EAGLE, COLORADO
ORDINANCE NO. 2025- 05**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
AMENDING CHAPTER 11.04 – TRAFFIC CODE IN THE EAGLE TOWN CODE TO ADD
SECTION 11.04.100 – SPECIALTY AND NON-STANDARD VEHICLE REGULATION.

WHEREAS, pursuant to C.R.S. § 31-15-103, municipalities shall have power to make and publish ordinances which are necessary and proper to provide for the safety, to preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of such municipality and the inhabitants thereof not inconsistent with the laws of this state; and

WHEREAS, the Town of Eagle (the “Town”) is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Eagle Home Rule Charter (the “Charter”); and

WHEREAS, pursuant to Section 1.01.080 of the Eagle Town Code (the “Code”), the Town Council may amend the Code; and

WHEREAS, the Town wishes to regulate the use of powered bikes, electric scooters, low-speed electric vehicles, power-operated ride-on toy vehicles, and golf car vehicles within the Town limits to ensure public safety, minimize conflicts with pedestrians and other vehicles, and preserve the quality of life for all residents; and

WHEREAS, the Town Council wishes to amend Chapter 11.04 – Traffic Code of the Code to add a new Section 11.04.100 – Specialty and Non-Standard Vehicle Regulation to define the types of vehicles regulated under this Section and establish regulations for the use of such vehicles; and

WHEREAS, the Town Council wishes to amend Section 11.04.030 – Additions and Modifications of the Traffic Code to eliminate redundancy between this Section and the new Section 11.04.100 on Specialty and Non-Standard Vehicle Regulation; and

WHEREAS, the Town Council finds and determines that the proposed amendments to the Code outlined herein are reasonably necessary to promote the legitimate public purposes of the public health, safety, and welfare.

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

Section 1. **Amendment to Code – Addition of Section 11.04.100.** Chapter 11.04 – Traffic Code of the Code is hereby amended with the addition of Section 11.04.100 – Specialty and Non-Standard Vehicle Regulation, as follows:

Section 11.04.100 - Specialty and Non-Standard Vehicle Regulation

A. Purpose and Intent

The purpose of this ordinance is to regulate the use of powered bikes, electric scooters, low-speed electric vehicles, power-operated ride-on toy vehicles, and golf car vehicles within the town

limits to ensure public safety, minimize conflicts with pedestrians and other vehicles, and preserve the quality of life for all residents.

B. Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Powered Bike means a device that resembles a dirt bike or bicycle, is equipped with a gas and/or electric motor, does not have operational pedals, is capable of speeds higher than 20 mph, does not meet the classification of an electrical assisted bicycle or electric scooter, and does not meet the requirements of a motorcycle required to be registered as defined in C.R.S. § 42-1-102.

Electric Scooter means a device that either (1) has handlebars and an electric motor and is designed primarily for use on paved surfaces, with not more than three wheels in contact with the ground and no manual clutch; or (2) is a self-balancing, electric-powered personal transportation device with one or two wheels arranged side-by-side or centrally, designed to be operated in a standing position without handlebars or a seat. This definition does not include an electric-powered dirt bike or motorcycle.

Low-Speed Electric Vehicle means a vehicle that is self-propelled using electricity as its primary propulsion method, has at least three wheels in contact with the ground, does not use handlebars to steer, and exhibits the manufacturer's compliance with 49 CFR 565 or displays a 17-character vehicle identification number as provided in 49 CFR 565. A low-speed electric vehicle must be titled and registered as a class C vehicle in accordance with C.R.S., Article 3 of Title 42.

Off-Highway Vehicle (OHV) means any self-propelled vehicle designed to travel on wheels or tracks in contact with the ground, primarily for use off public highways, and commonly used for recreational purposes. This does not include vehicles designed for water travel, snowmobiles, golf carts, vehicles for individuals with disabilities, vehicles for agricultural, logging, or mining purposes, or vehicles registered under C.R.S., Article 3 of Title 42.

Power-Operated Ride-On Toy means a battery-powered, ride-on toy vehicle designed for use by young children, typically operating at low speeds (not exceeding 6 miles per hour). These devices often resemble miniature cars, trucks, or off-road vehicles and are intended for recreational use under adult supervision.

Golf Car Vehicle means a self-propelled vehicle designed to travel on four wheels or tracks in contact with the ground, commonly used on a golf course or for recreational activities.

C. Usage Regulations

1. **Powered Bikes:** Powered bikes are prohibited from operating on public streets, sidewalks, and multi-use paths. These vehicles shall follow OHV guidelines laid out in Section 11.09.

2. **Electric Scooters:** Electric scooters may operate on public streets, bike lanes, and multi-use paths. Operation on sidewalks is prohibited except where allowed by signage. Riders must follow traffic regulations applicable to bicycles.
3. **Low-Speed Electric Vehicles:** Low-speed electric vehicles are restricted to public roadways with a posted speed limit of 35 mph or less.
4. **Off-Highway Vehicles (OHVs):** OHVs shall follow guidelines laid out in Section 11.09.
5. **Power-Operated Ride-On Toy:** Power-operated ride-on toys are not permitted for use on public roads or bike paths.
6. **Golf Car Vehicle:** Golf car vehicles may only be operated in recreational areas where specifically designated for such use.

Table 11.04-1: Specialty and Non-Standard Vehicle Regulation

Type Of Vehicle	Photo	Definitions	Limits
Powered Bike		-Resembles a dirt bike, or bicycle -Equipped with a gas and/or electric motor -Does not have operational pedals. -Capable of speeds higher than 20 mph. -Does not meet the requirements of a motorcycle required to be registered as defined in C.R.S. § 42-1-102.	Prohibited from operating on public streets, sidewalks, and multi-use paths. These vehicles shall follow OHV guidelines laid out in Section 11.09.
Electric Scooter		-Has handlebars and an electric motor; designed primarily for use on paved surfaces, with no more than three wheels in contact with the ground, and no manual clutch or; -A self-balancing, electric-powered personal transportation device with one or two wheels arranged side-by-side or centrally, designed to be operated in a standing position without handlebars or a seat.	-May operate on public streets, bike lanes, and multi-use paths. -Operation on sidewalks is prohibited except where allowed by signage. -Riders must follow traffic regulations applicable to bicycles.
Low-Speed Electric Vehicle		-Is self-propelled using electricity as its primary propulsion method; -Has at least three wheels in contact with the ground; -Does not use handlebars to steer	Restricted to public roadways with a posted speed limit of 35 mph or less.

Off-Highway Vehicle (OHV)		Any self-propelled vehicle designed to travel on wheels or tracks in contact with the ground, primarily for use off public highways, and commonly used for recreational purposes	OHVs shall follow guidelines laid out in Section 11.09.
Power-Operated Ride-On Toy		A battery-powered, ride-on toy vehicle designed for use by young children, typically operating at low speeds (not exceeding 6 miles per hour). These devices often resemble miniature cars, trucks, or off-road vehicles, are intended for recreational use under adult supervision	Power-Operated Ride-On Toy are not permitted for use on public roads, or bike paths.
Golf Car Vehicle		A self-propelled vehicle designed to travel on four wheels or tracks in contact with the ground, commonly used on a golf course or for recreational activities.	Golf Car vehicles can only be operated in recreational areas where specifically designated for such use.

Section 2. **Amendment to Code – Section 11.04.030.** Chapter 11.04 – Traffic Code, Section 11.04.030 – Additions and Modifications is hereby amended with additions in **bold underlined** text and deletions in ~~strikethrough~~ language, as follows:

Section 11.04.030 - Additions and modifications

The adopted Model Traffic Code is subject to the additions or modifications set forth below. All sections not deleted, added to, or modified remain as if set out at length in the original form.

- A. Subsection 9 of Section 109 of Part 1 of the Model Traffic Code, concerning skateboards, skis, **and** skates, ~~and toy vehicles~~ in rights-of-way, is hereby amended to read as follows:

109. ~~Low-powered scooters, a~~Animals, skis, skates ~~and toy vehicles~~ on highways.

- (9) No person shall use the highways for traveling on skis, toboggans, coasting on sleds, skates, skateboards, motorized skateboards, or similar devices. It is unlawful for any person to use any roadway of this municipality as a sled or ski course for the purpose of coasting on sleds, skis, or similar devices. It is also unlawful for any person upon roller skates, a skateboard, a motorized skateboard, or riding in or by means of any coaster, ~~toy vehicle~~, or similar device to go upon any roadway except while crossing a highway in a crosswalk and in so crossing such person shall be granted all of the rights subject to all of the duties applicable to pedestrians. This subsection does not apply to any public way which is set aside by proper authority as a play street and which is adequately roped off or otherwise marked for such purpose.

* * * *

D. ~~Subsection (3) of Section 117 of Part 1 of the Model Traffic Code, concerning limitations on use of EPAMDs, is hereby amended to read as follows:~~

~~117. Personal mobility devices.~~

~~(3) An EPAMD shall not be operated:~~

~~(a) On a limited access highway; or~~

~~(b) At a speed greater than 12½ miles per hour.~~

* * * *

GG. The definitions section of the Model Traffic Code is amended to add certain definitions as stated below, retaining all other definitions in the Model Traffic Code.

(7.5) "Barricade" means a portable or fixed barrier having object markings, including, but not limited to, traffic cones, used to close all or a portion of the right-of-way to vehicular traffic.

~~(28.5) "Electrical assisted bicycle" means a vehicle having two tandem wheels or two parallel wheels and one forward wheel, fully operable pedals, an electric motor not exceeding 750 watts of power, and a top motor speed of 20 miles per hour.~~

~~(28.7) "Electric personal assistive mobility device" or "EPAMD" means a self-balancing, non-tandem two-wheeled device, designed to transport only one person, that is powered solely by an electric propulsion system producing an average power output of no more than 750 watts.~~

~~(49.5) "Low power scooter" means a self-propelled vehicle designed primarily for use on the roadways with not more than three wheels in contact with the ground, no manual clutch, and either of the following:~~

~~(a) A cylinder capacity not exceeding 50 cubic centimeters if powered by internal combustion; or~~

~~(b) A wattage not exceeding 4,476 if powered by electricity.~~

~~The term "low power scooter" shall not include a toy vehicle, bicycle, electrical assisted bicycle, wheelchair, or any device designed to assist mobility-impaired people who use pedestrian rights-of-way.~~

~~(60)(c) "Motorized skateboard" means any self-propelled device that has a motor or engine, a deck designed to be stood or sat upon by the operator, on which a person may ride, which may or may not have handlebars and has at least two wheels in contact with the ground. However, a wheelchair or other special motorized unit designed for and used by a person(s) physically disabled to assist their mobility shall not be considered a motorized skateboard.~~

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

Section 4. Severability. If any provision of this Ordinance or portion thereof is held by a court

of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any other provision which can be given effect without the invalid portion.

Section 5. Conflicts. All prior ordinances, resolutions, or other acts, or parts thereof, by the Town of Eagle in conflict with this Ordinance are hereby repealed, except that this repeal shall not be construed to revive any previously repealed or expired act, ordinance or resolution, or part thereof.

Section 6. Effective Date. This Ordinance shall become effective ten (10) days after publication.

INTRODUCED AS AN ORDINANCE, READ, MOVED, AND ORDERED PUBLISHED ON
JULY 8, 2025.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

By: _____
Camille Deering, Town Clerk

2025 Specialty and Non-Standard Vehicles

FINES & FEES

Prohibited Usage			
Statute	Charge	Fine + Fee	Class
11.04.100(C)(1)	Powered Bike	Summons and Release	Non-criminal
11.04.100(C)(2)	Electric Scooter	\$100+ \$10	Non-criminal
11.04.100(C)(3)	Low-Speed Electric Vehicle	\$100+ \$10	Non-criminal
11.04.100(C)(4)	Off-Highway Vehicle (OHV)	Summons and Release	Non-criminal
11.04.100(C)(5)	Power-Operated Ride-On Toy	\$50+ \$10	Non-criminal
11.04.100(C)(6)	Golf Car Vehicle	Summons and Release	Non-criminal
Skateboards, skis and skates			
Statute	Charge	Fine + Fee	Class
11.04.030(A)(9)	No person shall use the highways for traveling on skis, toboggans, coasting on sleds, skates, skateboards, motorized skateboards, or similar devices.	\$50+ \$10	Non-criminal



To: Mayor and Town Council
From: Gram Dick, Community Development Administrative Technician II
Date: July 8, 2025

Agenda Item: Resolution 48, Series 2025, “A Resolution of The Town Council of The Town of Eagle, Colorado, to appoint one alternate to fill a vacancy on the Town of Eagle Planning and Zoning Commission.”

REQUEST: For the Town Council to review the applications and approve for appointment one (1) alternate Planning and Zoning Commission member.

BACKGROUND: One vacancy was created on May 2, 2025, due to the resignation of Joe Oakman. Two applications were received by staff from Chad Koch and Dennis Wike.

ANALYSIS: After a thorough review of the applications, Staff recommends Chad Koch for the Planning and Zoning Commission appointment. Chad’s experience in software and as a project manager will bring a unique perspective that the Commission will benefit from. Staff believe his voice will diversify the group as Chad has demonstrated an understanding of preserving the character and integrity of the Town of Eagle, while also understanding the growing demand the Town is facing. Chad’s interest in sustainable growth, affordable housing, and environmental sustainability will add great value to the Commission’s vision for the future of the Town of Eagle.

The Planning and Zoning Commission is currently represented by two Engineers, two Architects, one Planner and one Club Director.

Chad Koch has been an Eagle resident for 4 years and has a background in software and project management. Chad is passionate about growth while maintaining Eagle’s unique character and outdoor lifestyle. His interest areas include sustainable growth, economic development, outdoor recreation, infrastructure improvements, affordable housing, environmental sustainability, and community engagement. By focusing on these areas Chad believes that Eagle can thrive as a vibrant, well-balanced community for residents, businesses, and visitors. Chad has expressed a belief that Eagle can overcome current challenges by careful planning, teamwork between residents and leaders, and a focus on sustainable, long-term solutions to improve life in Eagle.

Dennis Wike has been an Eagle resident for 4.5 years and has over 30 years of experience in design, engineering, construction, and facilities operation expertise. He was previously employed by the Town of Eagle from March 2020 to September 2023 as the Town Engineer. Dennis has expressed a belief that Eagle has an opportunity to be a major economic driver for the full-time residents of Eagle County. Dennis is excited to make an impact on increasing the Town’s infrastructure to support growth in a smart, healthy way.

COMMUNITY INPUT: The Commission vacancy has been advertised on the Town’s website, flyers have been posted around Town and on the Town’s social media account. Staff received applications from two qualified candidates seeking interest in appointment.

BUDGET / STAFF IMPACT: There is no anticipated budget impact.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

Approval of this request would support the implementation of the Town of the Eagle Strategic Plan, the 2021 Amended
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Elevate Eagle Comprehensive Plan, as well as the Land Use and Development Code section of the Town's Municipal Code. The Planning and Zoning Commission is an integral part of Town governance. It is critical that the Commission is provided with the resources and support needed to operate without interruption as they review and recommend action on various land use regulations and applications. Filling the Commission vacancies ensures these duties will be achieved effectively.

APPOINTMENTS:

Chad Koch to serve as a First Alternate with a term beginning July 8, 2025, and expiring February 26, 2026.

The attached resolution is in draft form, pending Council decision. The final version will be presented for the Mayor's signature following Town Council's approval.

RECOMMENDED ACTION OR PROPOSED MOTION:

Staff Recommended Motion

I move to **APPROVE** Resolution 48, Series 2025, A Resolution of The Town Council of The Town of Eagle, Colorado, appointing Chad Koch to fill one alternate vacancy on the Town of Eagle Planning and Zoning Commission.

Alternative Motion

I move to **APPROVE** Resolution 48, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado, appointing _____ to fill one alternate vacancy on the Town of Eagle Planning and Zoning Commission.

ATTACHMENTS:

1. Resolution 20, Series 2025
2. Applicant packet

RESOLUTION NO. 48
(Series of 2025)

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
TO APPOINT ONE ALTERNATE TO FILL A VACANCY ON THE TOWN OF EAGLE
PLANNING AND ZONING COMMISSION.**

WHEREAS, one alternate vacancy was created by Joe Oakman resignation on May 2, 2025;
and

WHEREAS, the position of a Planning and Zoning Commission alternate member has been
advertised on the Town's website, recruitment flyers and social media seeking applicants; and

WHEREAS, two applications were received in interest for the position; and

WHEREAS, subsection (A) of Section 2.24.020 of the Eagle Municipal Code provides that
the Town Planning and Zoning Commission shall consist of seven members appointed by the
Town of Eagle Town Council. The term of the newly appointed member of the Commission shall
expire on June 30th, 2026, or until the successor takes office; and

WHEREAS, subsection (D) of Section 2.24.020 of the Eagle Municipal Code provides that
if the vacancy is of a regular member, the First Alternate shall fill the remainder of the unexpired
term and a new First Alternate shall be appointed by the Town Council.

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

Section 1. That Chad Koch is hereby appointed to the Town of Eagle Planning and
Zoning Commission to serve as First Alternate with the term to begin on July 8, 2025 and end on
June 30, 2026.

INTRODUCED, READ, PASSED, AND ADOPTED ON JULY 8, 2025.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Camille Deering, Town Clerk



To: Mayor Turnipseed and Town Council

From: Jessica Lake, Senior Planner, Community Development Department

Date: July 8, 2025

Agenda Item: Resolution 49, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Eighth Amendment to the Annexation and Development Agreement and the Trailhead Park Agreement for the Haymeadow Property

REQUEST: Staff requests Council review the request to convey the Trailhead Park at Haymeadow to the Metropolitan District instead of the Town.

BACKGROUND:

Town staff have been in discussions with Abrika Properties and their representative regarding the ownership of Trailhead Park in Haymeadow. Instead of transferring the park to the Town, as currently required by the Annexation and Development Agreement (ADA), the proposal is to convey it to the Haymeadow Metropolitan District.

This change would benefit the community by enabling the Metropolitan District and the HOA to fund and install park amenities for public use. Under the current ADA, the park must be conveyed to the Town at the time of the first final plat for Neighborhood A2, but there is no obligation for the developer to provide amenities. If the Town were to take ownership, it would need to fund and manage the master planning and construction of amenities, which are not currently included in the capital improvement budget.

ANALYSIS:

The resolution before Council includes three components:

1. **Amendment to the Annexation and Development Agreement (ADA):** Updates Section 14.7 to transfer future ownership of Trailhead Park to the Haymeadow Metropolitan District instead of the Town.
2. **Intergovernmental Agreement (IGA):** Establishes terms between the Town and the Metro District for the construction, operation, and public use of park improvements.

3. **Scope of Work for Community Engagement:** Outlines a public process to guide the park's design, including preliminary concepts included in the packet.

Staff recently presented an open space analysis for Haymeadow and believes this change to the ADA complies with the Town's park land dedication requirements. Under the current Code, the development must provide 31 acres of qualifying open space. Based on ongoing development patterns, staff anticipate this requirement will be exceeded. The Code also permits up to 50% of required open space to be private recreation facilities, subject to Council approval.

This proposal preserves public access to Trailhead Park while shifting ownership and responsibility for improvements and maintenance to the Metro District. The District will fund and maintain the amenities, and a public engagement process—similar to that used for the Eagle Pool—will inform the final design.

Staff and the Town Attorney have reviewed the documents and identified no concerns. However, Council should note that this proposal limits the Town's control and decision-making authority. While the Town will have input in the park design process, it will not serve as the final decision-maker. The Town will retain public access to the park without bearing the costs of construction or maintenance. Haymeadow has the financial capacity to fund the park sooner than the Town and plans to begin the design process this summer, pending Town Council approval.

COMMUNITY INPUT: None at this time.

BUDGET/STAFF IMPACT: Staff time during the public engagement process.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Match infrastructure to quality of life and focus on recreation, events and open space both align with this proposal.

RECOMMENDED ACTION OR PROPOSED MOTION:

A motion to **Approve** Resolution 49, Series 2025, A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Eighth Amendment to the Annexation and Development Agreement and the Trailhead Park Agreement for the Haymeadow Property.

ATTACHMENTS:

- Resolution 49, Series 2025
- Eighth Amendment to the Annexation and Development Agreement
- Trailhead Park Agreement
- Exhibit A: Scope of Work
- Conceptual Amenities ([LINK](#))

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 49
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING THE EIGHTH AMENDMENT TO THE ANNEXATION AND DEVELOPMENT
AGREEMENT FOR THE HAYMEADOW PROPERTY

WHEREAS, on March 25, 2014, the Town and Abrika Properties LLC entered into an agreement entitled "Agreement Relating to the Annexation and Development of Property known as the Haymeadow Parcel A, Parcel B, and Parcel C Additions to the Town of Eagle, Colorado, also known as the Haymeadow PUD, which was recorded on May 30, 2014, at Reception No. 201408816 and has since been amended seven times (as so amended, the "ADA"); and

WHEREAS, the Town and Developer (the "Parties") have agreed to amend the ADA again as set forth in the Eighth Amendment to the Annexation and Development Agreement attached hereto.

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

Section 1. The Eighth Amendment to the Annexation and Development Agreement 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 JULY 8, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Camille Deering, Town Clerk

EIGHTH AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT

This EIGHTH AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT (the "Eighth Amendment") is entered into as of _____, 2025 (the "Effective Date"), by and between the TOWN OF EAGLE, a Colorado home rule municipality (the "Town"), and ABRIKA PROPERTIES, LLC, a Florida limited liability company ("Abrika") (each a "Party" and collectively the "Parties").

WHEREAS, on March 25, 2014, the Parties entered into an agreement entitled "Agreement Relating to the Annexation and Development of Property Known as the Haymeadow Parcel A, Parcel B, and Parcel C Additions to the Town of Eagle, Colorado, Also Known as the Haymeadow PUD", which was recorded on May 30, 2014, at Reception No. 201408816 and amended several times thereafter (as amended, the "ADA"); and

WHEREAS, the Parties have concluded that it is in the best interests of the Parties to amend Section 14.7 of the ADA.

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

1. Capitalized terms in this Amendment shall have the same meanings as in the ADA. To the extent that the provisions of this Amendment conflict with the ADA, the provisions of this Amendment shall control.
2. Section 14.7 of the ADA is revised to read as follows:

14.7. "Trailhead Park". Developer shall dedicate or convey to the Haymeadow Metropolitan District #6 the area known as Trailhead Park, containing 20.5 acres, more or less, identified as Parcel 6 on Exhibit H, for public park and recreation purposes, at the time of approval of the first Subdivision Final Plat for Neighborhood A2 by the Town Board.
3. All provisions of the ADA, as previously amended and not expressly modified in this Eighth Amendment shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 50
(Series of 2025)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO
APPROVING THE TRAILHEAD PARK AGREEMENT FOR THE HAYMEADOW
PROPERTY

WHEREAS, on March 25, 2014, the Town and Abrika Properties LLC entered into an agreement entitled "Agreement Relating to the Annexation and Development of Property known as the Haymeadow Parcel A, Parcel B, and Parcel C Additions to the Town of Eagle, Colorado, also known as the Haymeadow PUD, which was recorded on May 30, 2014, at Reception No. 201408816 and has since been amended eight times (as so amended, the "ADA");

WHEREAS, the Eighth Amendment to the Annexation and Development Agreement (the "ADA") will transfer the area known as Trailhead Park to the Metropolitan District at the time of approval of the first Subdivision Final Plat for Neighborhood A2; and

WHEREAS, the Town and Developer have agreed to execute an agreement to govern the construction, operation, and use of the improvements that will be built in the Trailhead Park, known as the Trailhead Park Agreement and Exhibit A: Trailhead Park Plan 2025 Scope of Work.

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

Section 1. The Trailhead Park Agreement 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 JULY 8, 2025.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Camille Deering, Town Clerk

TRAILHEAD PARK AGREEMENT

THIS TRAILHEAD PARK AGREEMENT (this "Agreement") is entered into and made effective as of the _____ day of _____, 2025 (the "Effective Date"), by and among the TOWN OF EAGLE, COLORADO, a Colorado municipal corporation with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"), the Haymeadow Association, a Colorado nonprofit corporation with an address of P.O. Box 5800, Avon, CO 81620 (the "HOA"), and the Haymeadow Metropolitan District No. 6 a quasi-municipal corporation and political subdivision of the State of Colorado with an address of 28 Second Street, Suite 213, Edwards, CO 81632 (the "Metropolitan District") (each a "Party" and collectively the "Parties").

WHEREAS, in accordance with the Eighth Amendment to the Annexation and Development Agreement by and between the Town and Abrika Properties, LLC, a Florida limited liability company ("Developer"), dated _____, 2025, Developer shall convey to the Metropolitan District the area known as Trailhead Park, containing 20.5 acres, more or less, identified as Parcel 6 on Exhibit H of the Annexation and Development Agreement entered into by and among the Parties on March 25, 2014 as amended; and

WHEREAS, the Parties hereto wish to outline their rights and responsibilities in relation to the construction, maintenance, and use of the improvements that will be built in the Trailhead Park.

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

1. Purpose. This Agreement is intended to set forth the Parties' understanding and agreement as to the construction, operation, and use of the improvements to be constructed in the Trailhead Park.
2. Contribution of Funds for Construction. The HOA will be responsible for funding all of the costs of construction of the improvements in the Trailhead Park.
3. Construction of the Improvements in the Trailhead Park. The HOA, for the benefit of the Parties, is solely responsible for the construction and installation of the improvements in the Trailhead Park. The HOA shall construct the improvements in the Trailhead Park in full conformance with all applicable laws, standards, regulations, and requirements of the Town, Metropolitan District, and any other applicable entities.
4. Maintenance and Repairs. Subject to the Ownership and Maintenance Agreement entered into by and among the Parties and dated November 27, 2024, after construction, the Metropolitan District will be responsible for maintaining and repairing, as it deems reasonably necessary to ensure the property remains in good order, repair, and safe condition, the improvements in the Trailhead Park.

5. Use and Restrictions. The Trailhead Park shall be available for use by the public, subject to reasonable closures, rules, and regulations as determined by the Metropolitan District for purposes of maintenance, safety, and/or hosting of non-public events. Rules and regulations adopted by the Metropolitan District shall be subject to reasonable review and approval by the Town Staff and shall include procedures for application and approval of closures for private events. Closures of the Trailhead Park for safety or maintenance purposes shall occur in the discretion of the Metropolitan District.

6. Design Process. The HOA will retain Norris Design to perform the planning scope of work in **Exhibit A** and will be responsible for selecting the design of the Trailhead Park, but will solicit input from the Town, the Metropolitan District, and the community members via the detailed process outlined in **Exhibit A**.

7. Construction Timing. The Parties agree that the HOA shall control the timing of construction of the improvements in the Trailhead Park, and may construct the improvements over time in phases as funds become available to the HOA.

8. Indemnification.

a. The HOA hereby expressly agrees to indemnify and hold the Town and the Metropolitan District harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, excluding Town officers, agents or employees, in connection with, or on account of the performance of work related to the Trailhead Park by the HOA, or its agents, contractors or employees pursuant to this Agreement, except to the extent any such claims, costs or liability arises from the negligent or intentional act or omission of the Town or Metropolitan District, respectively, or any of their respective officers, agents or employees.

b. To the extent permitted by law, the Metropolitan District hereby expressly agrees to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity, excluding Town officers, agents or employees, in connection with, or on account of the performance of work related to the Trailhead Park by the Metropolitan District, or its agents, contractors or employees pursuant to this Agreement, except to the extent any such claims, costs or liability arises from the negligent or intentional act or omission of the Town or any Town officers, agents or employees.

10. Insurance.

a. *Policies.* The HOA and every contractor hired by the HOA to perform work on the Trailhead Park shall procure and maintain at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by such contractor. The required coverages set forth below shall be procured and maintained with forms and insurers acceptable to the Town and Metropolitan District.

i. Workers' compensation insurance as required by law.

ii. General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate, applicable to all premises and operations and including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual, and employee acts), blanket contractual independent contractors, products, and completed operations.

b. *Form.* The policies shall be endorsed to include the Metropolitan District, the Metropolitan District's officers, the Town and the Town's officers and employees as additional insureds. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Every policy shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the HOA. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. The HOA shall be solely responsible for deductible losses under any policy required above.

c. *Certificate.* Upon request by the Town, the HOA shall provide the Town with a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least 30 days' prior written notice has been provided to the Town.

11. Breach.

a. *Notice.* If a Party alleges breach of this Agreement, it shall send the breaching Party 30 days' written notice of its intent to take an action under this Section, during which the breaching Party may cure the breach, or commence to cure if the breach is not susceptible to immediate cure, and prevent further action.

b. *Remedies.* The Parties are entitled to any remedy available at law or in equity for a breach of this Agreement.

12. Miscellaneous.

a. *Governing Law and Venue.* The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be Eagle County, Colorado.

b. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement.

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

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

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

f. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

g. *Notice.* Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address on the first page of this Agreement. Any notice to the HOA will also be delivered by email to _____. Any notice to the Metropolitan District will also be delivered by email to michael@rangeconsultingllc.com with a copy to dgreher@cegrlaw.com. Any notices to the Town will be delivered by email to larry.pardee@townofeagle.org with a copy to rjp@mountainlawfirm.com.

h. *Integration.* This Agreement, together with all exhibits attached hereto, constitute the entire understanding and agreement of the Parties, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Parties with respect to any and all of the subject matter hereof.

i. *Recordation.* This Agreement shall be recorded in the real estate records of the Eagle County Clerk and Recorder.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town or Metropolitan District (with it being understood that amounts to be paid under any construction contract will be appropriated by the Board of the Metropolitan District prior to execution) not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

[Signature pages follow]

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

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Camille Deering, Town Clerk

HAYMEADOW ASSOCIATION

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

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

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

**HAYMEADOW METROPOLITAN DISTRICT
NO. 6**

STATE OF COLORADO)
)ss.
COUNTY OF EAGLE)

Subscribed and sworn to before me this ____ day of _____, 2025, by
_____ as _____ of Haymeadow Metropolitan District No. 6.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____

Exhibit A



P.O. Box 2320 | 409 East Main Street, Suite 207
Frisco, Colorado 80443
970.368.7068

TRAILHEAD COMPREHENSIVE PARK PLAN 2025

SCOPE OF WORK

TASK 1 – PROJECT KICK OFF

- A. Finalize schedule
- B. Identify key stakeholders, in coordination with Town Staff
- C. Review relevant planning documents.
- D. Virtual attendance at two to three (2-3) meetings with stakeholders during project kick-off, with in-person attendance for project kick-off.
- E. Virtual attendance at one (1) kick-off meeting with the recreation advisory group (OSRAC)
- F. Develop a public outreach plan
- G. Establish project vision and goals

TASK 2 – COMMUNITY OUTREACH

- A. Provide one (1) online survey through Survey Monkey to gather feedback from the community on amenities they would like to see in Trailhead Park (not statistically valid)
 - a. Survey flier and newspaper ad graphic, and coordination with the Town for marketing on the Town's social media and website to encourage community wide engagement.
 - b. Survey results analysis via data, tables and infographics
- B. Develop presentation graphics for community outreach (assumes eight to ten boards) – including bi-lingual materials, translation services, and special consideration for underserved populations in the Town.
 - a. Community Outreach Event #1: (ND in person with survey up and running)
 - i. Large group event with interactive boards and activities
- C. Virtually attend one (1) meeting with the recreation advisory group to review survey results and feedback received from the community at outreach events
- D. Virtually attend two to three (2-3) meetings with the stakeholders during community outreach, with in-person attendance for project kick-off.
- E. In-person attendance at Town Council meeting or work session to present community outreach results

TASK 3 – CONCEPTUAL DESIGN

Based on the input from the community, core team, stakeholders and the advisory committee, Norris Design will develop conceptual site plans. Conceptual Design project phase to include:

- A. (1) Site plan showing conceptual improvements and supportive imagery
- B. Virtually attend one (1) meeting with core team to review conceptual plans
- C. Revisions to conceptual plans based on core team feedback
- D. Virtually attend one (1) meeting with the recreation advisory group to review maps and conceptual plans
- E. Revisions to conceptual plans based on advisory group feedback
- F. Community Outreach Event #2: Attend one (1) Community Outreach event to review conceptual plan and infographics with the community (in person) – including bi-lingual materials, translation services, and special consideration for underserved populations in the Town.
- F. Provide a summary of outreach for community event
- G. Develop a preliminary opinion of probable costs for conceptual plans



- H. Attendance at (1) Planning Commission meeting and (1) Town Council meeting to present Conceptual Design Package for feedback

TASK 4 –COMPREHENSIVE PARK PLAN

The "Comprehensive Park Plan" (Park Plan) is a preliminary plan that is not engineered or for construction. The plan is to be based on input received from the conceptual plans, Norris Design will compile materials and format a plan document. Additional programming recommendations, design details, and phasing recommendations will be provided during this task.

- A. Provide team with parks and recreation recommendations
 - a. Recommendations and goals will be listed for park and facilities
 - b. Finalize conceptual design
- B. Develop a phased action and implementation plan
- C. Provide a combined draft of the final plan document, including:
 - a. Introduction
 - b. Purpose/Background
 - c. Community Outreach Summary
 - d. Conceptual Plan and supportive conceptual details
 - e. Implementation and Phasing
- D. Virtually attend two to three (2-3) meetings with core team during plan phase.
- E. Virtually attend one (1) meeting with the recreation advisory group
- F. Attend one (1) Town Council work session to review the draft plan and receive feedback (in person)
- G. Minor revisions to draft plan
- H. Provide final plan
- I. Attend one (1) Planning Commission and one (1) Town Council meeting to present the Trailhead Park Plan



TRAILHEAD COMPREHENSIVE PARK PLAN 2025

SCOPE OF WORK

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 - a. Community Outreach Event #1: (ND in person with survey up and running)
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- C. Virtually attend one (1) meeting with the recreation advisory group to review survey results and feedback received from the community at outreach events
- D. Virtually attend two to three (2-3) meetings with the stakeholders during community outreach, with in-person attendance for project kick-off.
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 - a. Recommendations and goals will be listed for park and facilities
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- C. Provide a combined draft of the final plan document, including:
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 - e. Implementation and Phasing
- D. Virtually attend two to three (2-3) meetings with core team during plan phase.
- E. Virtually attend one (1) meeting with the recreation advisory group
- F. Attend one (1) Town Council work session to review the draft plan and receive feedback (in person)
- G. Minor revisions to draft plan
- H. Provide final plan
- I. Attend one (1) Planning Commission and one (1) Town Council meeting to present the Trailhead Park Plan