



Town Council
Tuesday, May 26, 2020
ON-LINE MEETING

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

MEETING ACCESS

1. Register in advance for this meeting:

[ACCESS THE ON-LINE MEETING HERE](#)

After registering, you will receive a confirmation email containing information about joining the meeting.

Please note: All participants are automatically muted. In order to be called upon and unmuted you will need to use the "raise hand"

All votes will be by roll call. When it's your turn to speak, the moderator will unmute your line and you will have two (2) minutes for public comment.

For technical difficulties please email bill.shrum@townofeagle.org and we will do our best to assist you.

CALL TO ORDER - 6:00 PM

ROLL CALL - 6:05 PM

ADOPTION OF AGENDA - 6:05 PM *Opportunity for amendment or deletions to the agenda.*

PUBLIC COMMENT - 6:05 PM *Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to three (3) minutes per person per topic unless arrangements have been made for a presentation with the Town Clerk. Those who are speaking are requested to sign in.*

CONSENT AGENDA - 6:10 PM *Consent agenda items are routine Town business, items which 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. (5 Minutes)*

1. Minutes - May 12, 2020 and May 18, 2020
2. Town Council Appointments
 - a. Resolution 30, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing David Gaboury to the Vail Valley Partnership's Economic Development Advisory Council"
 - b. Resolution 31, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Matt Solomon as Representative to the Northwest Colorado Council of Governments"
 - c. Resolution 29, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing David Gaboury to the Economic Vitality Committee"

3. Resolution 33, Series 2020, "A Resolution of the Town of Eagle, Colorado Extending the Declared Local Disaster Emergency"

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

1. Town Manager Update

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

1. Ordinance 06, Series 2020, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Title 5 of the Eagle Municipal Code by the Addition of a New Chapter 5.17, Regarding Short-Term Rentals"
2. Ordinance 17, Series 2020, "An Emergency Ordinance Authorizing the Town Clerk to Approve Temporary Modifications of Liquor-Licensed Premises"
3. Resolution 32, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing _____ as an Alternate to the Eagle County Climate Action Committee"
4. Noon Ball Discussion
5. 2020 COVID-19 Budget Work Session Follow Up

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:40 PM

EXECUTIVE SESSION - 7:45 PM

1. To hold a conference with the Town's attorney to receive legal advice on specific legal questions and to receive legal advice on specific legal questions and to develop a negotiation strategy and instruct negotiators, as it relates to the Eagle River Park and request to adjourn the regular meeting at the conclusion, pursuant to C.R.S. § 24-6-402(4)(b) and (e).

ADJOURN - 8:00 PM

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



Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI - TOEG – townofeagle2019



MEETING MINUTES
Town Council
Tuesday, May 12, 2020
ON-LINE MEETING

*This agenda and the meetings can be viewed at www.Townofeagle.org.
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MEETING ACCESS

1. Register in advance for this meeting: [ACCESS THE ON-LINE MEETING HERE](#)

CALL TO ORDER - 6:00 PM

Mayor Turnipseed called the meeting to order at 6:07 p.m.

ROLL CALL

COUNCIL MEMBERS PRESENT

Matt Solomon, Andy Jessen, Mikel Kerst, Scott
Turnipseed, Ellen Bodenhemier, Adam Palmer, David
Gaboury (after appointment)

COUNCIL MEMBERS ABSENT

STAFF PRESENT

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Bill Shrum, Assistant to the Town Manager
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Chad Phillips, Comm Dev Director/Town Planner
Bryon McGinnis, Public Works Director
Joey Stauffer, Police Chief
Lynette Horan, Human Resources Manager

ADOPTION OF AGENDA

There were no changes to the agenda.

PUBLIC COMMENT

Robert Tadlock, 216 Mayer Street – Update on fundraising for trail work due to budget constraints for the Town on seasonal trails position. Requested to meet with the Town to see what projects can be done with volunteer work and suggested forming an Open Space Committee. Mayor Turnipseed agreed that the Town could coordinate on this effort.

Ernest Saeger, 115 Ring Neck Executive Director Vail Valley Mountain Trails Alliance expressed support for trail work and stated local businesses are adopting trails for maintenance.

Yuri Kostick, 1099 Capitol Street / 55 McDonald Street. Expressed interest in being allowed to do patio dining and expanded take out. Would like the Town to look into regulations and be creative in finding options for safe outdoor dining. Council discussion included requesting an exemption from Eagle County with regard to restaurants. Town Attorney Mire indicated Vail is exploring some of these options and a future discussion on when exemptions can take place.

Scott Schlosser, 390 Bluffs Drive requested road and camping management for Bellyache. The Bluff's neighborhood is heavily impacted by users and is worried about fire danger.

VACANCY APPOINTMENT

1. Resolution 26, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing a Councilmember to Fill a Vacancy Due to the Resignation of Councilmember Scott Turnipseed "
Mayor Turnipseed opened this item and thanked all four applicants. Councilmember Solomon read his email response to all those who sent support letters on behalf of those interested in the vacancy.

Mayor Turnipseed explained the policy for filling the vacancy and read the policy for appointment from the adopted Resolution that was required by the Home Rule Charter.

Councilmember Palmer asked for a placeholder to review the policy in 6-8 months.

The applicants introduced were:

Gabrie Higbie

Kyle Hoiland

David Gaboury

Kyle Hoiland

Charlie Gundlach

Mayor Turnipseed opened this item to the public. There was no public comment.

Council Comments: inquiry on a tie vote, Town Attorney Mire indicated four votes minimum was needed to appoint and the Council would need to deliberate until they could appoint with a majority. Further comments that the decision would be difficult.

Council members sent their email votes to Town Clerk Jenny Rakow. David Gaboury received four votes and was selected as the appointee.

MOTION: Council Member Matt Solomon motioned to approve Resolution 26, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing a Councilmember to Fill a Vacancy Due to the Resignation of Councilmember Scott Turnipseed ". The motion was seconded and passed with a vote of 6 in favor (Solomon, Jessen, Kerst, Turnipseed, Bodenheimier and Palmer) and 0 opposed.

- a. Oath of Office

Town Clerk Jenny Rakow gave the Oath of Office to David Gaboury and he joined the meeting as the 7th Councilmember.

CONSENT AGENDA

Council Comments: correction to Mayor Turnipseed on page 66.

MOTION: Council Member Matt Solomon motioned to approve the Consent Agenda with correction noted. Motion was seconded and passed with a vote of 6 in favor (Solomon, Jessen, Kerst, Turnipseed, Bodenheimier, and Palmer), 1 abstain (Gaboury) and 0 opposed.

1. Minutes - April 28, 2020
2. Bill Pay - April 2020
3. Resolution No. 28, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Final Plat for Eagle Landing at Brush Creek Townhomes Phase 2b"

STAFF REPORTS

1. Town Manager Update

Brandy Reitter highlighted her report Requested feedback on retreat dates.

Council discussed COVID Budget dates and determined to hold it on May 20th at 6:00 p.m.

Council discussion on retreat dates. Brandy will confer with facilitators on dates and look to do two full days, Friday and Saturday, possibly the week of June 15th.

Council Member Palmer provided a short update on COVID and EOC discussions on blue square guidelines being in effect on May 25th. Noted Eagle County submitted another exemption request. Target date for black diamond is currently June 22nd.

Council discussion on a short-term rental work session. Request for staff to place on next agenda for approval consideration based upon feedback from council/board and previous discussions.

2. Department Update

Council comment on adding encroachment exceptions for small business as an option for added seating.

Eagle Police and social media postings of Eagle at Work were acknowledged.

3. First Quarter Sales Tax Report

4. Lower Basin Water Treatment Plant Project Report

Request to replace Kevin Brubeck to attend Lower Basin Water Treatment Plant subcommittee for updates, site visits and meetings. David Gaboury was selected.

BUSINESS ITEMS

1. **PUBLIC HEARING:** Ordinance 03, Series 2020, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending the Holy Cross Energy Franchise Agreement By Increasing the Franchise Fee from 3% to 4%."
Mayor Turnipseed opened the public hearing for Ordinance 03-2020.
Council Member Palmer recused himself due to conflict.
Mayor Turnipseed opened public comment. There was no public comment.
Council Comments: Information was provided on how this fee will offset and support broadband costs for the Town. The fee was included in funding scenarios for feasibility. The effective date would be the next billing cycle. Staff indicated if we do not pass this or delay, it would negatively affect our proforma \$37,00 per month.
MOTION: Council Member Andy Jessen motioned to approve Ordinance 03, Series 2020, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending the Holy Cross Energy Franchise Agreement By Increasing the Franchise Fee from 3% to 4%." The motion was seconded and passed with a vote of 6 in favor (Solomon, Jessen, Kerst, Turnipseed, Bodenheimier, and Gaboury), 1 abstain (Palmer) and 0 opposed.
2. Town Council Committee/Board Appointments
 - a. Northwest Colorado Council of Governments Representative Appointment (*Annual Appointment*)
Council Member Solomon volunteered.
 - b. Economic Development Advisory Council Appointment (*Vail Valley Partnership - Appointment until vacated*)
Council Member Gaboury volunteered.
 - c. Town of Eagle Economic Vitality Committee Appointment (*Town of Eagle Appointment until vacated*)
Council Member Gaboury volunteered.
 - d. Resolution 18, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Accepting the Resignation of Anne Mckibbin and Appointing Scott Turnipseed to Serve as Town Representative on the Eco Transit Advisory Board"
Mayor Turnipseed volunteered.
MOTION: Council Member Andy Jessen motioned to Approve Resolution 18, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Accepting the Resignation of Anne Mckibbin and Appointing Scott Turnipseed to Serve as Town Representative on the Eco Transit Advisory Board". The motion was seconded and passed with a vote of 7 in favor (Solomon, Jessen, Kerst, Turnipseed, Bodenheimier, Palmer and Gaboury)and 0 opposed.
 - e. Resolution 19, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Accepting Resignation of Anne Mckibbin and Appointing Ellen Bodenheimier to Serve on the Eagle Ranch Housing Board"

Council Member Bodenhemier volunteered.

MOTION: Council Member Mikel Kerst motioned to approve Resolution 19, Series 2020, "A Resolution of the Town Council of the Town Of Eagle, Colorado, Accepting Resignation of Anne Mckibbin and Appointing Ellen Bodenhemier to Serve on the Eagle Ranch Housing Board". The motion was seconded and passed with a vote of 7 in favor (Solomon, Jessen, Kerst, Turnipseed, Bodenhemier, Palmer and Gaboury) and 0 opposed.

3. Resolution No. 27, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Maren Cerimele and Levi Rozga to the Economic Vitality Committee, and Creating the Position of Alternate to be Filled by Kari McDowell Schroeder".

MOTION: Council Member Matt Solomon motioned to Approve Resolution No. 27, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Maren Cerimele and Levi Rozga to the Economic Vitality Committee, and Creating the Position of Alternate to be Filled by Kari McDowell Schroeder". The motion was seconded and passed with a vote of 7 in favor (Solomon, Jessen, Kerst, Turnipseed, Bodenhemier, Palmer and Gaboury) and 0 opposed.

4. Proposed Amendments to Title 4 of the Municipal Code, involving uses and standards within the Commercial General (CG) Zone District (Discussion)

Council Comments: Strong preference to keep this simple to address current conflicts and allow the comp plan review to address this as a whole. Town Attorney Mire stated this will be about a one sentence update to the code and a change to the table of uses. Council agreed to direct staff to prepare an Ordinance to address Title 4 conflicts.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 8:30 PM

Council Member Bodenhemier reiterated that the Open Space Committee suggestion is of interest to support John Staight and trails.

Council Member Solomon would like to consider exception to public safety on hiring freezes if they find someone local with experience; would like to consider an alcohol to go ordinance for beverages at all times. Requested to assign a council member to the Climate Action Committee. Would like to consider drafting a letter from the Town of Eagle in support of restaurants and outdoor patios, possibly including an exemption from Eagle County.

Council Member Jessen welcomed the full board. Thanked town staff and public works for helping with sidewalk project. Would like to focus on sustainability measures that require no additional liabilities and invest in future.

1. 2020 COVID-19 Budget Work Session Date Selection
Discussed previously during Town Manager report.

2. Town Council Communications
Mayor Turnipseed asked that the council consider taking turns writing a monthly communication from the

Council either in the Eagle Today newsletter or with the Vail Daily.

ADJOURN - 9:27 PM

Approved:

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



MEETING MINUTES
Town Council
Monday, May 18, 2020
ON-LINE MEETING

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MEETING REGISTRATION

Register in advance for this meeting:

1.

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CALL TO ORDER - 4:00 PM

COUNCIL MEMBERS PRESENT

Matt Solomon, Andy Jessen, Mikel Kerst, Scott
Turnipseed, Ellen Bodenhemier (4:04 p.m.), Adam
Palmer, David Gaboury

COUNCIL MEMBERS ABSENT

None

STAFF PRESENT

Brandy Reitter, Town Manager
Matt Mire, Town Attorney
Bill Shrum, Assistant to the Town Manager
Jenny Rakow, Town Clerk
Jill Kane, Finance Director/Treasurer
Chad Phillips, Comm Dev Director/Town Planner
Byron McGinnis, Public Works Director
Joey Stauffer, Police Chief
Lynette Horan, Human Resources Manager

ROLL CALL

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

ADOPTION OF AGENDA

There were no changes to the agenda.

MOTION: Council Member Matt Solomon motioned to Adopt the Agenda. The motion was seconded and passed with a vote of 7 in favor (Solomon, Jessen, Kerst, Turnipseed, Palmer, Bodenhemier and Gaboury) and 0 opposed.

PUBLIC COMMENT

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

BUSINESS ITEMS

- Ordinance 16, Series 2020 "An Emergency Ordinance of The Town Council of the Town of Eagle, Colorado
1. Amending Section 9.15.060 of the Eagle Town Code to Allow Consumption of Alcoholic Beverages in Designated Public Places"

Mayor Turnipseed opened this item.

Council Comments: There was inquiry on expiration date. The Town Attorney indicated this will be permanently added to our Town Code and the Town Manager has ability to designate and remove public places for consumption and no Council action will need to be taken. This will only impact public parks, not right of way. Right of way will be addressed with revocable license agreements to allow business use of those areas. The intent is to designate temporary areas where public consumption can occur and allow take out drinks and meals from restaurants at these locations. Request to change Section 1. C. 4. from “shall” to “may” cause appropriate signage to be erected... and correct reference from Board of Trustees to Town Council.

Mayor Turnipseed opened public comment. There was no public comment.

MOTION: Council Member Matt Solomon motioned to approve Ordinance 16, Series 2020, "An Emergency Ordinance of The Town Council of the Town of Eagle, Colorado Amending Section 9.15.060 of the Eagle Town Code to Allow Consumption of Alcoholic Beverages in Designated Public Places" and changing “shall” to “may” in Section 1. C. 4 and changing “Board of Trustees to Town Council”. The motion was seconded and passed with a vote of 7 in favor (Solomon, Jessen, Kerst, Turnipseed, Palmer, Bodenheimier and Gaboury) and 0 opposed.

Letter to the Board of County Commissioners

Council Comments: Summarized that the request to the County is to encourage more use of outdoor space. Town staff will engage businesses on utilizing areas to assist with operating at a higher capacity. Request to address state regulations on Entertainment District requirements and have them lowered to accommodate areas without enough square footage to form.

Mayor Turnipseed opened public comment.

Kat Connor – inquiry if town would be cleaning and servicing tables in public areas.

MOTION: Council Member David Gaboury motioned to Approve the letter to the Board of County Commissions. The motion was seconded and passed with a vote of 7 in favor (Solomon, Jessen, Kerst, Turnipseed, Palmer, Bodenheimier and Gaboury) and 0 opposed.

ADJOURN - 4:45 PM

MOTION: Council Member Matt Solomon motioned to Adjourn. The motion was seconded and passed with a vote of 7 in favor and 0 opposed.

Approved:

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: May 26, 2020

Agenda Item: Town Council Appointments

REQUEST: Staff requests that the Town Council appoint members to various local and regional committees and boards.

BACKGROUND: After every election, the Town Council has to make appointments to fill seats vacated by outgoing council members. The purpose of appointments is to ensure that Eagle has a voice in regional matters, serve as a liaison to citizen committees, and to report out to the Council as needed. The participation of a council member on committees and boards results in better policy outcomes for the Town of Eagle.

ANALYSIS: The Council discussed these appointments at the May 12, 2020 Council meeting and volunteers were selected to serve. As a matter of best practices, appointments should be approved by resolution.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: Appointments do not have an impact to budget or staff.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Appointments on committees and boards supports transparency and community engagement. The more council members participate in the community beyond meetings, the more feedback the Town receives to make informed policy decisions.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to approve the Consent Agenda.

ATTACHMENTS: None

**TOWN OF EAGLE, CO
RESOLUTION NO. 30
(SERIES 2020)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPOINTING DAVID GABOURY TO VAIL VALLEY PARTNERSHIP'S ECONOMIC
DEVELOPMENT ADVISORY COUNCIL

WHEREAS, the Town of Eagle is a member of the Vail Valley Partnership;

WHEREAS, the membership includes appointing a representative from the Town of Eagle to serve on the Vail Valley Partnership's Economic Development Advisory Council;

WHEREAS, David Gaboury has expressed interest in serving on this council; and

WHEREAS, the Town Council approved David Gaboury to be the Town of Eagle's representative on May 12, 2020.

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

Section 1. That David Gaboury be appointed to the Vail Valley Partnership's Economic Development Advisory Council as the representative for the Town of Eagle.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on May 26, 2020.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

**TOWN OF EAGLE, CO
RESOLUTION NO. 31
(SERIES 2020)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPOINTING MATT SOLOMON AS THE REPRESENTATIVE TO THE NORTHWEST
COLORADO COUNCIL OF GOVERNMENTS

WHEREAS, the Town of Eagle is a member jurisdiction of the Northwest Colorado Council of Governments (NWCCOG);

WHEREAS, pursuant to Article II, Section 1 of the Bylaws of the NWCCOG, a member jurisdiction shall be entitled to a voting representative as set forth the in these Articles. The voting representative shall be a member of the elected governing body of the member jurisdiction appointed by vote of such governing body to be the NWCCOG representative;

WHEREAS, Matt Solomon expressed interest in serving as the representative of the Town of Eagle; and

WHEREAS, the Town Council approved Matt Solomon to be the Town of Eagle's representative on May 12, 2020.

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

Section 1. That Matt Solomon be appointed to the Northwest Colorado Council of Governments as the representative for the Town of Eagle.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on May 26, 2020.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

**TOWN OF EAGLE, CO
RESOLUTION NO. 29
(SERIES 2020)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPOINTING DAVID GABOURY TO THE ECONOMIC VITALITY COMMITTEE

WHEREAS, pursuant to Article II Section B. of the Bylaws, which provides for membership terms and appointment process by the Town Council;

WHEREAS, the Economic Vitality Committee shall consist of one Councilmember;

WHEREAS, David Gaboury has expressed interested in serving as the Town Council liaison;

WHEREAS, David Gaboury was selected by the Town Council on May 12 to serve as the liaison; and

WHEREAS, it is the desire of the Town Council and the Economic Vitality Committee to engage and empower all interested members of the community;

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

Section 1. That David Gaboury is appointed to the Economic Vitality Committee.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on May 26, 2020.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: May 26, 2020

Agenda Item: Resolution 33, Series 2020, "A Resolution of the Town of Eagle, Colorado Extending the Declared Local Disaster Emergency"

REQUEST: Staff is requesting to extend the Local Disaster Emergency through June 23, 2020.

BACKGROUND: On March 10, 2020, the Governor of the State of Colorado recognized the COVID-19 pandemic and declared a state of emergency by Executive Order D 2020 018 and on March 15, 2020, Mayor McKibbin declared a disaster emergency in and for the Town of Eagle, Colorado, pursuant to the Colorado Disaster Emergency Act, C.R.S. § 24-33.5- 701, et seq. (the "Act");

ANALYSIS: The emergency conditions caused by the COVID-19 pandemic, as defined by C.R.S. § 24-33.5-702, persist and require additional and sustained action by the Town. While still unknown, financial assistance can be sought if a "Local Disaster Emergency" is properly declared and filed. This Resolution is intended to fulfill requirements related to assistance.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: Budget impacts of COVID-19 are being provided to the Council.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Protecting Public Health, Safety, and the Environment – the Town is committed to protecting the well-being of its people and the community using Sound Finances and Increased Efficiency

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to approve the CONSENT AGENDA.

ATTACHMENTS:

1. 33 Emergency Cont-Reso041020 (1)jmm

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 33
(Series of 2020)

A RESOLUTION OF THE TOWN OF EAGLE EXTENDING THE DECLARED LOCAL DISASTER EMERGENCY

WHEREAS, on March 10, 2020, the Governor of the State of Colorado recognized the COVID-19 pandemic and declared a state of emergency by Executive Order D 2020 018;

WHEREAS, on March 15, 2020, Mayor McKibbin declared a disaster emergency in and for the Town of Eagle, Colorado, pursuant to the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, *et seq.* (the "Act");

WHEREAS, on March 19, 2020, by Resolution No. 12, the Town Council ratified the Mayor's declaration and made a declaration of emergency effective for 30 days;

WHEREAS, by Executive Order D 2020 003, amended by Executive Orders D 2020 018, D 2020 032, and D 2020 058, the Governor of the State of Colorado amended and extended the State's emergency declaration until June 7, 2020; and

WHEREAS, the emergency conditions caused by the COVID-19 pandemic, as defined by C.R.S. § 24-33.5-702, persist and require additional and sustained action by the Town.

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

Section 1. Effective May 26, 2020 the declaration of a disaster emergency in and for the Town of Eagle, a copy of which is attached, is extended to June 23, 2020.

Section 2. Pursuant to C.R.S. § 24-33.5-709(1), this Resolution shall be given prompt and general publicity and shall be filed promptly with the Town Clerk, the Eagle County Clerk and Recorder and the Colorado Office of Emergency Management.

INTRODUCED, READ, PASSED AND ADOPTED ON MAY 26, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: May 26, 2020

Re: Town Manager Report

Administration & Organization

Staff continues to work on follow up from the Town Council meetings. Included are a list of items that that staff is tracking in June.

- Mobile Vendor Policy – June 9
- Town Council Retreat – TBD
- BoCC and Town Council Joint Work Session - TBD

The Eagle County Sherriff's Office (ECSO) requires the Town Council to support the stage 2 fire restrictions in place. If the Town Council doesn't object, staff will inform the ECSO that the Town of Eagle will align with the current fire restrictions in place.

Public comment at Town Council meetings will be tracked and a follow up summary will be sent via email each week. This will ensure that the everyone knows what actions staff has taken on various requests.

The 2020 Census is moving along. Below are a few updates:

- Eagle County is now at a 20.7% response rate. The field offices for the County are now operational and workers are dropping off forms in-person and conducting address verification.
- June 14-20th is 'Census Week' in Colorado with additional promotion and messaging taking place County-wide.

COVID-19 Regional Updates – The pandemic continues to take up a lot of time for the entire organization. Below are a few updates on the impacts to the organization:

- Eagle County was granted a variance by the State of Colorado to allow for outdoor patio dining for bars and restaurants among other items.
- As of Friday, May 22 Eagle County published revised public health orders.

They can be found here:

https://www.eaglecounty.us/Commissioners/News/County_launches_collaborative_COVID-19_Business_Toolkit_for_Blue_Phase/

- Eagle County has included a COVID-19 Business Toolkit and a Blue Phase Transition Trail Map along with the updated public health order.
- The Town of Eagle opened the BMX track now that public gatherings include up to 50 people.
- Town is also renting out the pavilion again to events up to 50 people.

Economic Development, & Planning

Economic Vitality and Development Work

- “Be Our Guest” is rolling out to community restaurants in conjunction with the Eagle County Public Health guidelines transitioning to Blue Square.
- The Eagle County Marketing Task Force is publishing a valley-wide communication guide for small businesses to easily demonstrate and promote the steps they are taking to make shopping and dining experiences safer for customers.
- Next Tuesday staff will be one of the panelists on the Colorado City and County Managers Association call to speak about the Town’s efforts to assist the business community during COVID-19.

Highway 6/ Grand Ave. Corridor Study

- Staff have held the first meeting to prepare the RFP for the Highway 6 Corridor Study. These meetings will be bi-weekly until the RFP is ready to be published.
- The Town Council will have a chance to review the RFP prior to publication.

Downtown Broadway

- The Downtown Business Alliance (DBA) held two informational meetings regarding the desire to form a DDA. The next DBA meeting is scheduled for June 3rd.
- The Town of Eagle is assisting the DBA by facilitating a survey of local business and property owners to measure the sentiment for establishing a Downtown Development Authority.

Project THOR / Broadband

- The City of Glenwood Springs has signed a Letter of Intent to partner with the Town of Eagle for cooperative broadband operational service.
- Project THOR is one of the participant networks in BiSON, an internet2 enabled high-speed network connecting K-12 and Universities on the front range to mountain and west-slope communities. BiSON is applying for a \$2.2 million grant to facilitate connection.

- The first two communities participating in THOR 1.5 have signed on and will be active in June.
- Uptown Services will restart work with the Town of Eagle in June. Uptown will assist with Town broadband as well as third-party ISP access to Project THOR.
- Comcast is planning a meeting the first week of June to talk to Town of Eagle resident-facing staff to explain buildout plans and referral options for residents with questions.

River Park

- There are a few outstanding issues that the Executive Committee (EC) is working on. Those items are below:
 - Special Counsel sent the Town's response to the UACE on May 18 and staff is waiting for a response.
 - Staff decided to wait until feedback is given by the Town Council in executive session on the County's Use Agreement amendment proposal before setting up a meeting with them to discuss the situation.
 - The Kensingers informed the Town that they received their access permit from CDOT and had several questions to send prior to signing. CDOT is negotiating the process on behalf of the Town of Eagle.

Outreach & Meetings – *Updates on participation on community outreach opportunities, regional/community meetings, and project specific meetings.*

- May 28 – Quarterly NWCCOG board meeting
- June 1 – Quarterly Climate Action Collaborative meeting

Sincerely,



Brandy Reitter
Town Manager



To: Mayor and Town Council

From: Bill Shrum, Assistant to the Town Manager

Date: May 22, 2020

Agenda Item: Ordinance 06, Series 2020, "An Ordinance of the Town Council of the Town of Eagle, Colorado, Amending Title 5 of the Eagle Municipal Code by the Addition of a New Chapter 5.17, Regarding Short-Term Rentals"

REQUEST:

Staff requests that the Town Council review an ordinance to allow licensing of Short-Term Rentals in the Town of Eagle.

INTRODUCTION:

This ordinance is result of direction given to staff at the April 14th Town Council meeting. The Town Council has had several meetings where Short-Term Rentals were an item of discussion. Those meetings include:

- April 14th 2020 - <https://eagleco.civicclerk.com/Web/Player.aspx?id=213&key=-1&mod=-1&mk=-1&nov=0>
- March 10th, 2020 - <https://eagleco.civicclerk.com/Web/Player.aspx?id=211&key=-1&mod=-1&mk=-1&nov=0>
- February 25th, 2020 - <https://eagleco.civicclerk.com/Web/Player.aspx?id=198&key=-1&mod=-1&mk=-1&nov=0>
- September 11-12th, 2019 – Board of Trustees work sessions for the 2020 Budget

ANALYSIS:

Specific changes to this ordinance from the draft submitted on April 10th include the following changes, along with legal analysis:

1. We cannot address zoning in a registration ordinance, so Section 5.15.010(C) was deleted. Zoning needs to be addressed in the development code.
2. In Section 5.17.040.A, registration is required ten (10) days prior to advertising.
3. In Section 5.17.040.C, electronic mail was added as a method of notice.
4. In Section 5.17.050, "reasonable" is too ambiguous. Staff re-inserted 60 minutes, but can change that to another time frame, as long as the time frame is stated.
5. In Section 5.17.130, the local representative is now required to take steps to resolve the issue, and the time frame for response is sixty (60) minutes.

6. In Section 5.17.140.A., "civil infraction" is a legal term. "Non-criminal offense" is not.
7. The new Section 5.17.040.B. was unconstitutional.
8. In Section 5.17.140.B., a first violation will result in a written warning. Subsequent proposed fines require an additional violation compared to the previous schedule.

COMMUNITY INPUT:

There has been no additional community input on this ordinance.

BUDGET / STAFF IMPACT:

Implementing this ordinance would create a new program for staff, and Community Development, the Town Clerk, and Finance Departments would all have a role in operations. Software platforms to help the maintenance, community outreach, complaints, and compliance will lower the burden on staff.

The Lodging Tax will confer money to the MEAC Fund as well as the Open Space Fund. The STR license fee does not cover the cost of operation for this program and requires a transfer of General Fund money. General Fund revenue above and beyond the transfer amount is anticipated to be used for additional health and safety inspections, staff review, and program assistance as required.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The STR policy has the potential to meet all of the business values listed in the Town of Eagle Strategic Plan including sound planning, reliable and cost effective services, economic development, sound finances and increasing efficiency, protecting public health, safety, and the environment, and transparency and community engagement.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** adoption of Ordinance No. 06, Series 2020, "An Ordinance of the Town Council of the Town of Eagle Colorado, Amending Title 5 of the Eagle Municipal Code by the Addition of a New Chapter 5.17, Regarding Short-Term Rentals."

ATTACHMENTS:

- Ordinance 06-2020 Regarding Short-Term Rentals

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 06
(Series of 2020)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
AMENDING TITLE 5 OF THE EAGLE MUNICIPAL CODE BY THE ADDITION OF A NEW
CHAPTER 5.17, REGARDING SHORT-TERM RENTALS

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

Section 1. Title 5 of the Eagle Municipal Code is hereby amended by the addition of
a new Chapter 5.17., to read as follows:

CHAPTER 5.17. – SHORT-TERM RENTALS

Section 5.17.010. – Purpose and applicability.

A. The purpose of this Chapter is to establish comprehensive registration regulations to safeguard the public health, safety, and welfare by regulating and controlling the use, occupancy, location, and maintenance of short-term rentals in the Town.

B. This Chapter shall apply to short-term rentals only, as defined herein. This Chapter shall not supersede or affect any private conditions, covenants, or restrictions applicable to a short-term rental property.

Section 5.17.020 – Definitions.

For purposes of this Chapter, the following terms shall have the following meanings:

Lease means an agreement or act by which an owner gives to a tenant, for valuable consideration, possession and use of property or a portion thereof for a definite term, at the end of which term the owner has an absolute right to retake control and use of the property.

Professional Property Management Firm means an entity comprised of one or more professional property managers with all required licenses in good standing.

Professionally Managed STR means an STR that is managed, operated or controlled by a professional property management firm.

Short-Term Rental ("STR") means a residential dwelling unit, or any room therein, available for lease for a term of less than thirty (30) consecutive days, but excluding bed and breakfasts.

Section 5.17.030. – Registration required.

A current, valid registration is required for each STR in the Town, as well as a Town business license pursuant to Section 5.04.020.

Section 5.17.040. – Registration procedure.

A. At least ten (10) days prior to any advertising of an STR, the owner or property management firm shall register the STR with the Community Development Director or designee, on forms supplied by the Town. For professionally managed STRs, registration for multiple STRs may be made by filing a complete list of all the STRs in the Town managed by such firm, on forms supplied by the Town, and the list shall be updated at least quarterly.

B. The fee for STR registration shall be set by resolution of the Town Council.

C. If the STR is located within a unit that shares a wall with another unit, the registration form shall include a copy of a written notice of the proposed STR use provided by the owner or property manager to the last known address of the record owner of the adjoining residential dwelling unit. The written notice shall be sent by first-class mail or electronic mail at least seven (7) days prior to registering the STR.

D. No registration form shall be accepted without an affidavit, signed by the owner or the property management firm, under penalty of perjury, certifying that the STR is in habitable condition and complies with the health and safety standards set forth in Section 5.17.060.

E. Each STR registration is nontransferable.

F. An STR registration shall expire on December 31 of each calendar year, or when title of the STR transfers to a new owner, whichever occurs first. Each change in ownership of a STR shall require a new registration.

Section 5.17.050. – Local representative required.

Each owner or property management firm shall appoint a natural person who remains within a sixty (60) minute distance of the STR and is available twenty-four (24) hours per day, seven (7) days per week, to serve as the local representative for the STR. The owner or property management firm shall notify the Community Development Director or designee in writing of the appointment of a local representative within five (5) days of such appointment or modification of any such appointment, including contact information.

Section 5.17.060. – Health and safety standards.

A. Each STR shall comply with all of the following standards, at a minimum, at all times while the STR is occupied:

1. Buildings, structures or rooms shall not be used for purposes other than those for which they were designed or intended;

2. Roofs, floors, walls, foundations, ceilings, stairs, handrails, guardrails, doors, porches, all other structural components and all appurtenances thereto shall be capable of resisting any and all forces and loads to which they may be normally subjected and shall be kept in sound condition and in good repair;

3. Smoke detectors, carbon monoxide detectors and fire extinguishers shall be installed and operable, and all wood-burning fireplaces and stoves shall be cleaned on an annual basis;

4. Each STR shall comply with local building and fire codes;

5. An operable toilet, sink, and either a bathtub or shower shall be located within the same building, and every room containing a toilet or bathtub/shower shall be completely enclosed by walls, doors, or windows that will afford sufficient privacy;

6. There shall be a sufficient number of trash receptacles to accommodate all trash generated by the occupants;

7. Occupancy of an STR shall comply with Title 4, Chapter 4.04. of this Code;

8. The use of portable outdoor fireplaces is prohibited;

9. Electrical panels shall be clearly labeled; and

10. All pets shall be subject to Title 8, Chapter 8.12. of this Code.

Section 5.17.070. – Parking.

Parking for each STR shall comply with all applicable provisions of the Code. All vehicles shall be parked in designated parking areas, and parking is prohibited in any landscaped area.

Section 5.17.080. – Signage.

An owner or property management firm shall post a sign conspicuously inside each STR. The sign shall include the local representative's current contact

information, the street address of the STR and the STR registration number. All exits shall be clearly identified.

Section 5.17.090. – Advertising.

Advertising for an STR shall include the STR registration number or, for all professionally managed STRs, the Town business license number, immediately following the description of the STR.

Section 5.17.100. – Taxes.

A. For each STR, all applicable Town sales and lodging taxes shall be timely collected and remitted.

B. Professionally managed STRs may submit one tax payment for multiple properties, so long as there is sufficient supporting information to identify each individual STR and the taxes collected on such STR.

Section 5.17.110. – Notice.

Any notice required by this Chapter is sufficient if sent by first-class mail or electronic mail to the address provided by the owner or property management firm on the most recent registration form or registration list, provided that notice to the local representative shall also be sufficient to satisfy any required notice to the owner under this Chapter.

Section 5.17.120. – Liability.

A. An owner shall be liable for any and all violations occurring on the STR.

B. A property management firm shall be jointly and severally liable for any and all violations occurring on any of its professionally managed STRs in the Town.

Section 5.17.130. – Initial complaints.

Initial complaints concerning a short-term rental property shall be directed to the local representative. The local representative shall take reasonable steps to resolve the issue within sixty (60) minutes, including visiting the site if necessary.

Section 5.17.140. – Violations, penalties, and enforcement.

A. It is unlawful to violate any provision of this Chapter. Violations of this Chapter shall be a ~~“Non-criminal offense”~~ *civil infractions*. Each day of violation shall be deemed a separate offense and be punishable as such.

B. Violations of this Chapter shall be subject to the following fines and penalties, per STR:

First violation in a 12-month period:	Written warning
Second violation in a 12-month period:	\$500
Third violation in a 12-month period:	\$1,500
Additional violation in a 12-month period:	STR prohibited for two years

C. Enforcement of this Chapter may be initiated in any of the following ways:

1. A citation may be served by posting on the front door of the STR, or by personal service on the owner or the local representative, if present, or by mailing first-class or certified mail to the last known address of the owner, local representative or property management firm;

2. A summons and complaint may be served on the owner of the STR as provided in the Colorado Municipal Court Rules of Civil Procedure; or

3. A summons and complaint may be served on the associated property management firm or local representative for the STR as provided in the Colorado Municipal Court Rules of Civil Procedure.

D. In addition to the penalties described above, the Town shall have all remedies provided by law for a violation of this Chapter, including without limitation: damages; specific performance; and injunctive relief, including an injunction requiring eviction of any occupants of the STR and an injunction to prohibit the occupancy of the STR. All remedies shall be cumulative.

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

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

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON APRIL 28, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Jenny Rakow, Town Clerk

Date: May 26, 2020

Agenda Item: Ordinance 17, Series 2020, "An Emergency Ordinance Authorizing the Town Clerk to Approve Temporary Modifications of Liquor-Licensed Premises"

REQUEST: Request to provide temporary administrative approval of modification of premises for liquor license establishments.

BACKGROUND: Due to the current circumstances, staff and our local establishments have been determined to provide flexibility, support and additional seating capacity. This Ordinance gives administrative approval authority to process modifications in a more timely manner. Modifications must also sent and approved by the State of Colorado. Not holding a hearing in front of the Liquor License Authority shall provide access to a modification in the fastest way possible and use of these outdoor areas can be implemented.

ANALYSIS: Our current code delegates administrative review and approval to the Town Clerk for liquor license renewals; transfers of ownership, including corporate and trade name changes and reports of changes for corporations; limited liability companies and partnerships; changes of a manager; and special event permits. This will add temporary administrative approvals of temporary modifications.

COMMUNITY INPUT: We have received input from the community to do whatever we can to provide additional resources and access for restaurants to serve under the new Public Health Orders and guidelines.

BUDGET / STAFF IMPACT: Staff impact will be reduced with administrative approval, in that a public hearing will not need to be scheduled.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: These emergency measures are requested as they directly align with Protecting Public Health, Safety, and the Environment, but also are further intended to support Economic Development and increase Transparency and Community Engagement.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to approve or deny adoption of Ordinance 17, Series 2020 "An Emergency Ordinance Authorizing the Town Clerk to Approve Temporary Modifications of Liquor-Licensed Premises"

ATTACHMENTS:

1. 17 Temp Modification Auth-052220

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 17
(Series of 2020)

AN EMERGENCY ORDINANCE AUTHORIZING THE TOWN CLERK TO APPROVE
TEMPORARY MODIFICATIONS OF LIQUOR-LICENSED PREMISES

WHEREAS, on March 10, 2020, the Governor of the State of Colorado recognized the COVID-19 pandemic and declared a state of emergency;

WHEREAS, on March 15, 2020, the Mayor declared a disaster emergency in and for the Town of Eagle, Colorado, pursuant to the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, *et seq.*, which declaration was thereafter continued by the Town Council;

WHEREAS, the emergency conditions caused by the COVID-19 pandemic, as defined by C.R.S. § 24-33.5-702, persist and require additional and sustained action by the Town;

WHEREAS, the Town Council wishes to provide relief to restaurants and other liquor-licensed establishments impacted by the COVID-19 pandemic.

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

Section 1. In addition to those matters already delegated to the Town Clerk's authority in § 5.10.030 of the Eagle Municipal Code, the Town Clerk is hereby designated the authority to administratively review and approve applications for temporary modifications of liquor-licensed premises in accordance with Colorado Liquor Regulation 47-302. This delegation shall remain in place through September 30, 2020, unless earlier terminated or further extended by action of the Town Council.

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

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

Section 4. Emergency Declaration. Pursuant to § 6.04 of the Eagle Town Charter, the Town Council hereby finds and declares that this ordinance is necessary for the immediate preservation of the public health, safety and welfare, to ameliorate the negative effects of the COVID-19 pandemic on restaurants and other liquor-licensed establishments in the Town.

Section 5. Effective Date. This ordinance shall be effective immediately upon adoption.

INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON MAY 26, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Jenny Rakow, Town Clerk

Date: May 26, 2020

Agenda Item: Resolution 32, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing _____ as an Alternate to the Eagle County Climate Action Committee"

REQUEST: Staff requests that the Town Council appoint an alternate representative to the Eagle County Climate Action Committee.

BACKGROUND: After every election, the Town Council has to make appointments to fill seats vacated by outgoing council members. The purpose of appointments is to ensure that Eagle has a voice in regional matters, serve as a liaison to citizen committees, and to report out to the Council as needed. The participation of a council member on committees and boards results in better policy outcomes for the Town of Eagle.

ANALYSIS: The Council may select any member interested in serving as an alternate to Council Member Jessen on this committee.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: None.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Appointments on committees and boards supports transparency and community engagement. The more council members participate in the community beyond meetings, the more feedback the Town receives to make informed policy decisions.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to approve or deny adoption of Resolution 32, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing _____ as an Alternate to the Eagle County Climate Action Committee"

ATTACHMENTS:

1. Resolution 32-2020 Climate Action Plan Committee appointment (1)

**TOWN OF EAGLE, CO
RESOLUTION NO. 32
(SERIES 2020)**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
APPOINTING _____ AS AN ALTERNATE TO THE EAGLE COUNTY
CLIMATE ACTION COMMITTEE

WHEREAS, the Town of Eagle is a stakeholder and works with Eagle County to collaborate on a community-wide Climate Action Plan to help guide greenhouse gas emission reductions into the future;

WHEREAS, the Town of Eagle is supportive of the Climate Action Plan that was created by Eagle County and the greater community;

WHEREAS, Andy Jessen currently serves as the Town of Eagle's representative to the Climate Action Committee;

WHEREAS, the Town Council would like to appoint an alternate to the Climate Action Committee; and

WHEREAS, _____ has expressed interest in serving as the alternate on this committee.

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

Section 1. That _____ be appointed as the alternate to the Climate Action Committee.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on May 26, 2020.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: May 26, 2020

Agenda Item: Mountain Recreation and Eagle County School District – Noon Ball Program Change Request

REQUEST:

Staff requests that the Town Council review a proposal to make programmatic and IGA changes regarding the cooperative use of public facilities between Mountain Recreation, School District and the Town.

INTRODUCTION:

This item was presented on March 24 and the direction from the Board of Trustees was to revisit the proposal later. Staff is presenting the same information with updated letters for the Town Council to review. The Town of Eagle is party to an IGA that was executed in July 1995 that established a partnership with the School District and Mountain Recreation in the construction of a shared gymnasium facility. The Town participated financially in the construction of the facility in exchanged for shared community recreation uses. One of these uses is the Noon Ball program. At that time, there were no recreation facilities constructed in or near the Town of Eagle for recreational programming. Since then, changes to security in schools across the country have made public access to schools challenging. Mountain Recreation has also constructed recreation centers that can accommodate all types of recreational programs in Eagle and the valley. The School District and Mountain Recreation are presenting a proposal to the Board of Trustees to make changes to the noon ball program at the Eagle Valley Elementary School. Attached to this memo is the original IGA, an amendment, and letters from the staff and governing bodies for Mountain Recreation and the School District. As well as supporting document

ANALYSIS:

Staff has provided a summary of the town's obligations in the 1995 IGA:

- The town paid \$431,040 for the construction of the gymnasium of which \$91,120 was PIF waivers.
- The school district granted non-exclusive use of the gym and facilities to the town and Mountain Recreation
- The priority of use includes (1) school district (2) Mountain Recreation/town (3) other community groups

- Mountain Recreation/town have very specific access timeframes that reflect when the gym will be made available
- The terms are for 50 years and town is at year 25 of the IGA
- The IGA indicates procedures for scheduling activities
- Supervision of activities are assigned to the Mountain Recreation/town
- The School District is responsible for repairs and maintenance of the facility and utilities
- Upon the expiration of the useful life of the gym Mountain Recreation/town shall pay 25% of the cost to the school district for wear and tear

Mountain Recreation worked with the School District in 2019 to modernize the IGA and made updates. That document is attached to this memo.

COMMUNITY INPUT:

Community input was solicited by the boards for Mountain Recreation and the school district. Feedback was solicited by noon ball participants last year to negotiate usage and hours to make accommodations for the program. Communication regarding this proposal was sent to program participants prior to the BOT meeting.

BUDGET / STAFF IMPACT:

This request does have an impact on the budget. The school district is proposing to buy the town out of the IGA and move the program to Mountain Recreation facilities.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal doesn't align with any standards and strategic objective. It is a request being made by community partners.

RECOMMENDED ACTION OR PROPOSED MOTION:

Give staff direction on the School District and Mountain Recreation's proposal. Feedback will result in an amendment to the IGA.

ATTACHMENTS:

- Letters from the Mountain Recreation and the School District on March 24, 2020
- Letter for the School District on May 21, 2020
- July 1995 IGA
- March 2019 IGA

Sandra Mutchler, C.P.A., S.F.O.

Chief Operating Officer
sandra.mutchler@eagleschools.net



March 19, 2020

RE: Noon Basketball Program at Eagle Valley Middle School

We have struggled through this last year to come to a reasonable agreement to support the students at Eagle Valley Middle School and also the community that participates in the noon basketball program through Mountain Recreation. We have had multiple meetings in an effort to come up with alternative resolutions to reduce the liability of having community members accessing district facilities during student contact times. So far we haven't been able to come up with an agreed-upon resolution that meets the needs of the school district and the programming.

Based on this Eagle County Schools proposed to Mountain Recreation to move the noon basketball program to the Gypsum Recreation Center. This provides a quality facility with appropriate amenities so the programming continues. On March 18, 2020, Mountain Recreation Board considered the proposal and ultimately determined it was in the best interest of Eagle County Schools and Mountain Recreation to relocate the program to the Gypsum Recreation. Mountain Recreation Board determined they would provide access to the facility for three months at no fee.

Both entities will be bringing this before the Town of Eagle to present the proposal based on the original 1995 agreement to provide the facilities and jointly host the programming under a 50-year agreement. Unfortunately, times have changed over the last 25 years that it no longer makes sense to continue to mix the student population with community members. Both organizations feel the liability risk is too great to continue the program in the school and it could better be provided through the local recreation center just a few miles from the middle school.

Because of the current COVID 19 circumstances, we would anticipate the change in location and the three-month waiver to begin with the reopening of the Gypsum Recreation Center.

Regards,

Sandra Mutchler

Sandra Mutchler
Chief Operating Officer

pho: 970 328-2747 fax: 970 328-1024

web: eagleschools.net • twitter: @eagleCOSchools • facebook: eagle.schools • 948 Chambers Ave • PO Box 740 • Eagle, CO 81631

Sandra Mutchler, C.P.A., S.F.O.

Chief Operating Officer
sandra.mutchler@eagleschools.net



February 26, 2020

Board of Directors
Mountain Recreation

RE: Noon Basketball Program at Eagle Valley Middle School

Per a 1995 Inter Governmental Agreement between Eagle County School District, Mountain Recreation and the Town of Eagle, space for a Mountain Recreation, adult noon basketball program was provided by adding space to the planned construction of a new gym. We are now 25 years into the 50 year agreement and are requesting to have the basketball program moved to the Gypsum Recreation Center.

Times have changed and hosting the program at the school, during the school day when students are present, is putting our students and staff at risk. Safety must be a priority and limiting opportunity for access to the school is imperative.

Since the renovation of Eagle Valley Middle School and relocation of Eagle Valley Elementary, access to the gym and general student population can no longer be monitored and controlled at the needed level to provide a high level of security in the building.

We believe the program needs could easily be met at the Gypsum Recreation Center. This facility has been built since the inception of the original 1995 agreement and can more than meet the needs of the program.

Eagle County Schools is still interested and intends to continue partnering with Mountain Recreation to provide facilities for programming outside of the student contact time and are requesting the board to consider moving the noon program.

Please do not hesitate to contact me with any questions.

Regards,

Sandra Mutchler

Sandra Mutchler
Chief Operating Officer

pho: 970 328-2747 fax: 970 328-1024

web: eagleschools.net • twitter: @eagleCOSchools • facebook: eagle.schools • 948 Chambers Ave • PO Box 740 • Eagle, CO 81631

March 19, 2020

Town of Eagle
Brandy Reitter, Town Manager

Re: Noon Basketball Program Relocation

Ms. Reitter:

Mountain Recreation received a request from the Eagle County School Board to consider relocating the noon basketball program from the Eagle Valley Middle School to the Gypsum Recreation Center. I have enclosed the letter from Sandra Mutchler for reference.

Given the liability associated with bringing the public into a school facility during the school day, and the opportunity to shift the program to a more suitable recreation facility in Gypsum, the Mountain Recreation Board directed staff to relocate the program to the Gypsum Recreation Center.

The Board considered the long-standing tradition of the program and the imposition of having to drive to Gypsum. The board directed staff to provide free access to the program at no cost to participants for three months to encourage the transition to Gypsum.

If you need any further information or have questions about these concerns, please feel free to contact me. I can be reached at 970-688-7335 or via JBartnik@MountainRec.org.

Sincerely,



Janet Bartnik, M.S., CPRP
Executive Director
Mountain Recreation



May 21, 2020

Town of Eagle Trustees:

In 1995 Eagle County School District (ECSD) entered into an Intergovernmental Agreement (IGA) with Mountain Rec and the Town of Eagle (ToE) that gave Mountain Rec and other community groups access to the Eagle Valley Middle School gym. In exchange the ToE paid ECSD \$431,040, including \$91,120 in tap fee waivers. The town effectively paid for access to the school gym, and the district considered that a fair and reasonable agreement at the time. For 25 years ECSD has honored the IGA, even though school safety expectations have evolved and school program needs have changed.

Schools have become much more secure in the past 25 years as a response to the increased frequency of school violence and mass shootings. Since 1995 there have been multiple school shootings in Colorado resulting in 20 fatalities. Violent incidents at Columbine High School, Platte Canyon High School, Deer Creek Middle School, Arapahoe High School, and STEM School Highlands Ranch lead schools to significantly increase active campus security measures and strategic architectural design elements to improve security and increase a sense of safety for students and staff.

In 2016 Eagle County voters approved a \$140 million-dollar bond, in part to provide secure vestibules, security cameras, and electronic entrance systems in all schools. ECSD has spent millions of dollars to improve campus security and overhauled safety protocols to ensure the safety of students and staff in all public schools across the county.

Adults entering a middle school during the school day to use the gym, locker rooms, and showers, in the presence of middle school students is simply not tenable in today's climate of secure school campuses.

ECSD is not concerned about the behavior of current players, we're concerned about the program being easy to exploit by a bad actor. School administrators have to plan for a wide variety of security threat scenarios that weren't on the radar until 1999. The parents of the nearly 1000 students on the Third Street campus expect, and rightfully so, that ECSD, Mountain Rec, and the Town of Eagle make decisions that safeguard their children first and foremost.

In addition to school safety concerns, students need access to the gym and locker rooms during the school day and the noon ball program precludes student use.

ECSD is grateful for the longstanding partnership with the ToE, and seeks to fairly remunerate the town to end the noon-ball portion of the IGA. The district intends to honor the other use defined in the IGA, removing only the noon-ball program from the agreement.

The district believes the remaining value of the IGA is tied to an hourly rate for facility use, and can demonstrate the exact value of the remaining hours that the noon-ball program has outstanding in the IGA.

Some have argued that the IGA should be valued as a real estate transaction, subject to square footage values and property appreciation over time. Yet the IGA does not include any deeded property transaction making that argument misguided and unnecessarily acrimonious.

ECSD uses the following formula to arrive at a fair value to buyout the IGA:

IGA Defined Use of EVMS Gym:

Hours	Event		Days	Hours of Access Per Year:	
2	hours before school	(school days)	171	342	
1.5	hours noon-ball			257	
4.5	hours after school			770	
14	Saturdays		52	728	
14	Sundays		52	728	
14	Non-Contact days (holidays/vacations)		90	1260	
Total Days:			365	4084	Hours

Noon-Ball Valuation:

IGA Term:		50 years
Total Hours Available Per Year:	x	4,084 hours
Total Hours Available in the 50-year Term:		204,200 hours

Total Paid by Town of Eagle:		\$431,040
Total Hours Available in the 50-year Term:	/	204,200 hours
Hourly Rate:		\$ 2.11 per hour

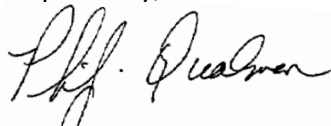
IGA Term Remaining:	25 years	(50% of the original term)
Total Hours of Access Remaining:	102,100 hours	(50% of the original term)

Total Value Remaining:	\$215,520	(50% of the original value)
Noon-ball % of Yearly Use	x 6.3%	
Total Value of Remaining Noon Ball Access	\$ 13,578	

If the ToE believes the noon-ball program should be valued differently, ECSD recommends utilizing a neutral third party, approved by both ECSD and ToE to arbitrate the value the district intends to buyout.

The district has enjoyed a long-standing collaborative relationship with the Town of Eagle and believes this issue can be resolved amicably.

Respectfully,



Philip Qualman
Superintendent
Eagle County Schools

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE EAGLE COUNTY
SCHOOL DISTRICT RE-50J; AND THE TOWN OF EAGLE, COLORADO; AND THE
WESTERN EAGLE COUNTY METROPOLITAN RECREATION DISTRICT
CONCERNING THE CONSTRUCTION AND USE OF A SCHOOL GYMNASIUM
FACILITY.**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 25th day of July, 1995, by and between the Eagle County School District Re-50J, a Colorado School District, acting by and through its Board of Education ("School District"); and the Town of Eagle, Colorado, a municipal corporation, by and through its Board of Trustees ("Town"); and the Western Eagle County Metropolitan Recreation District, a Colorado special district, by and through its Board of Directors ("Recreation District").

RECITALS

WHEREAS, the School District intends to construct an addition to the Eagle Valley Elementary School/Eagle Valley Middle School building; and

WHEREAS, the School District previously intended to construct a gymnasium consisting of approximately nine thousand square feet (9,000 sq. ft.) as part of such addition to the Eagle Valley Elementary School/Eagle Valley Middle School; and

WHEREAS, the Town and the Recreation District desire to share the use of such gymnasium with the School District for the purpose of providing community recreation, athletic and leisure activities and programs for the residents of the Town and the Recreation District; and

WHEREAS, the Town and the Recreation District believe the proposed gymnasium should be expanded to twelve thousand four hundred square feet (12,400 sq. ft.) for the purpose of permitting enhanced recreation, athletic and leisure activities for the benefit of elementary and middle school students as well as other members of the community; and

WHEREAS, the Town and the Recreation District are willing to pay the additional construction costs associated with expanding the gymnasium facility from nine thousand square feet (9,000 sq. ft.) to twelve thousand four hundred square feet (12,400 sq. ft.); and

WHEREAS, the School District, the Town and the Recreation District desire to cooperate with one another in the construction and use of the new gymnasium facility; and

WHEREAS, this Intergovernmental Agreement is authorized pursuant to Section 18, Article XIV of the Colorado Constitution, Section 29-1-203, C.R.S., Section 22-32-110(1)(f), C.R.S., and other applicable law.

NOW, THEREFORE, in consideration of the recitals stated above and the mutual covenants and promises of the parties hereto, the receipt and sufficiency of which is acknowledged, the School District, the Town, and the Recreation District agree as follows:

SECTION ONE
CONSTRUCTION OF FACILITY

1.1 The School District shall construct a gymnasium facility, consisting of at least twelve thousand four hundred square feet (12,400 sq. ft.), as part of an addition to the Eagle Valley Elementary School/Eagle Valley Middle School building in accordance with plans and specifications approved by the parties. Such gymnasium shall be substantially completed no later than December 31, 1996.

1.2 The gymnasium shall include an entrance separate from the access to the remainder of the school building in order to permit the remainder of the school to be locked off from the gymnasium and related facilities. In addition, the gymnasium shall include adequate facilities for the storage of recreation equipment containing not less than two hundred square feet (200 sq. ft.) The gymnasium shall also contain moveable partitions to separate School District activities from Town and Recreation District activities and to permit multiple recreation activities to occur simultaneously.

1.3 The School District shall be solely responsible for the design and construction of the gymnasium and related facilities, as well as the payment of all costs associated therewith, except as otherwise provided in this Agreement. Nevertheless, the School District shall periodically provide the Town and the Recreation District with status reports during construction of the facility and shall obtain input from the Town and the Recreation District in the event design changes become necessary. Any major design changes which could affect the usage of the gymnasium and associated facilities by the Town and the Recreation District shall be approved by all parties.

1.4 The gymnasium and related facilities shall be owned, operated and maintained by the School District subject to the terms of this Agreement.

SECTION TWO
PAYMENT OF COSTS FOR EXPANDED GYMNASIUM

2.1 The Town and the Recreation District agree to pay the School District the following costs associated with expansion of the subject gymnasium from nine thousand square feet (9,000 sq. ft.) to twelve thousand four hundred square feet (12,400 sq. ft.):

Additional Hard Construction Costs

\$92/Square foot x 3400 square feet	\$312,800
Plus an Associated Square Footage Markup Costs 30% of above amount	+93,840

Architectural Fees

6% x above total	+24,400
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<u>Total Costs to be Repaid by Town and Recreation District</u>	\$431,040
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Less value of waived water and sewer tap fees	-92,120
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<u>Net Payback Amount</u>	<u>\$338,920</u>
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2.2 The Town agrees to waive all water plant investment (tap) fees and sewer tap fees associated with the construction of the addition to the Eagle Valley Elementary School/Eagle Valley Middle School in the amount of \$92,120.00. The School District shall remain responsible for the payment of tapping charges as described in Title 12 of the Eagle Municipal Code and all other costs associated with physically connecting the addition to the Town's water and sewer systems. The School District shall be responsible for the payment of all applicable water and sewer user fees in accordance with Town ordinances and regulations.

2.3 The sum of \$338,920 shall be paid to the School District by the Town and the Recreation District in five (5) equal annual payments. On or before February 1 of each consecutive year, the Town and the Recreation District shall each pay to the School District the sum of \$33,892.00 until the total sum of \$338,920.00 is fully paid. The first annual payment shall be due and payable on or before February 1 of the year following substantial completion of the gymnasium and associated facilities. In the event either the Town or the Recreation District fails to make an annual installment payment when due, the other party may elect to make such installment payment in order to maintain this Agreement in full force and effect.

2.4 The parties understand and agree that Section 20 of Article X of the Colorado Constitution contains certain restrictions on multiple fiscal year financial obligations. Therefore, the financial obligations of the Town and the Recreation District, payable under the provisions of this Agreement, are expressly contingent upon such funds being appropriated, budgeted and otherwise made available each year on an annual basis. In the event the Town or the Recreation District fails to appropriate, budget or otherwise make such funds available in any year to fulfill the obligations

under this Agreement, any party may terminate this Agreement. In such an event, no party shall have any further rights, claims, obligations, liabilities or remedies under this Agreement, and this Agreement shall be null and void and of no further effect.

SECTION 3 USE OF GYMNASIUM FACILITY

3.1 The School District hereby grants to the Town and the Recreation District a license for the nonexclusive use of the new gymnasium and related facilities including locker rooms, changing area, showers, restrooms and permanent or long term use equipment to be located in the Eagle Valley Elementary School/Eagle Valley Middle School building, 737-747 E. Third Street, Town of Eagle, County of Eagle, State of Colorado (the "premises") subject to the terms of this Agreement, for the purpose of providing recreation, athletic and leisure activities and programs open to the general public. "Permanent or long term use equipment" shall include basketball hoops, volleyball nets and standards, floor mats, exercise equipment, etc. "Consumable equipment" such as basketballs, volleyballs, etc. shall be provided by the Town and/or the Recreation District.

3.2 In general terms, the use priority for the gymnasium and associated facilities shall be in the following order: (a) School District (Eagle Valley Elementary School/Eagle Valley Middle School only), (b) Recreation District and the Town, (c) other community groups including high school activities.

3.3 Notwithstanding the priorities stated in Section 3.2, during days when school is in session, the Town and/or the Recreation District shall be entitled to the exclusive use of at least one-half ($\frac{1}{2}$) of the gymnasium for two (2) hours immediately preceding the commencement of school for the purpose of providing morning activities such as aerobics. The Town and/or the Recreation District shall be entitled to exclusive use of at least one-half ($\frac{1}{2}$) of the gymnasium during the noon hour for a period of one and one-half ($1\frac{1}{2}$) hours scheduled to occur during two (2) whole periods of the Eagle Valley Middle School. For example, under the current Eagle Valley Middle School schedule, the Town and/or the Recreation District shall be entitled to exclusive use of at least one-half ($\frac{1}{2}$) of the gymnasium from 12:00 p.m. to 1:30 p.m. The Town and/or the Recreation District shall be entitled to exclusive use of at least one-half ($\frac{1}{2}$) of the gymnasium for evening and night activities from 5:30 p.m. until 10:00 p.m. The School District shall be entitled to use the remaining half of the new gymnasium and the existing middle school gymnasium from 5:30 p.m. until 10:00 p.m. pursuant to the scheduling procedures described below. In the event the School District does not schedule activities in the remaining one-half ($\frac{1}{2}$) of the gymnasium or the middle school gymnasium from 5:30 p.m. until 10:00 p.m. on days when school is in session, the Town and/or the Recreation District shall be entitled to use such facilities pursuant to the scheduling procedures described below.

3.4 The Town and/or the Recreation District shall be entitled to use the gymnasium facility on weekdays during the school year commencing after school until 5:30 p.m., and from 8:00 a.m. until 10:00 p.m. on Saturdays and Sundays, provided no conflict exists with School District activities

scheduled pursuant to the procedure set forth below.

3.5 During weekdays when school is not in session, such as school vacations, or teacher in-service days, the Town and/or the Recreation District shall be entitled to exclusive use of the gymnasium from 8:00 a.m. until 10:00 p.m. provided no conflict exists with school activities scheduled pursuant to the procedures set forth below.

3.6 In addition to use of the gymnasium facility for the provision of recreation, athletic and leisure activities and programs, the Town and/or the Recreation District shall be entitled to use the facility during the times set forth in this Agreement for the purpose of holding or sponsoring other community events, subject to prevailing school policies including the prohibition against the use of alcohol or tobacco.

3.7 The Town and/or the Recreation District shall be entitled to use the existing gymnasium at the Eagle Valley Middle School and associated facilities for the purpose of conducting a supervised roller skating program. Provided, however, such program shall be discontinued if abnormal wear and tear occurs to the floor surface or other parts of the structure. Use of the facilities for roller skating shall be in accordance with the schedule set forth in this Agreement or as otherwise mutually agreed by the parties.

3.8 The term of the license set forth in this Agreement shall commence upon completion of the new gymnasium and associated facilities and shall terminate fifty (50) years from the date of commencement. On or before six (6) months prior to the date of termination, the regulations, conditions and activities carried out under the terms of the license established in this Section shall be reviewed and evaluated by all parties. If all parties are benefiting from this Agreement and if all parties can mutually agree upon the terms, the parties may enter into an agreement providing a license to the town and the Recreation District to use the premises for an additional term.

3.9 The Town and the Recreation District agree to accept use of the premises "as is" so long as the premises are constructed in accordance with approved plans and specifications. The Town and the Recreation District acknowledge that the School District has not made any representations or warranties as to the suitability of the premises for the conduct of the Town's activities and programs or the Recreation District's activities and programs.

3.10 The Town and/or the Recreation District shall not use the premises in a manner contrary to this Agreement which in any way interferes with the use of the premises by the School District or other tenants or licensees of the School District. Similarly, the School District shall not use, nor shall the School District permit its tenants, licensees, employees, invitees or agents to use the premises in a manner contrary to this Agreement which in any way interferes with the operations and activities of the Town or the Recreation District. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event such interference does not cease promptly, the parties acknowledge

that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference.

3.11 The School District covenants and warrants to the Town and the Recreation District that the School District has full right, power, and authority to grant such license and execution and performance of this Agreement will not violate any laws, regulations covenants or the provisions of any bond agreement or other agreement binding on the School District. The School District covenants that at all times during the term of the license, the Town's and Recreation District's quiet enjoyment of the property and premises shall not be disturbed so long as the Town and/or the Recreation District are not in default under the terms of this Agreement.

SECTION 4 PROCEDURES FOR SCHEDULING OF ACTIVITIES

4.1 The Principal of each school will be responsible for the long range planning and scheduling of School District activities in the areas covered by this Agreement. Firm fall schedules shall be completed by September 1 of each year and firm winter/spring schedules shall be completed by December 1 of each year. Such schedules shall not conflict with the requirements contained in this Agreement. Each Principal shall notify the Town and the Recreation District of the School District's schedule no later than the above stated dates.

4.2 The Town and the Recreation District shall complete their firm fall schedules for activities in the areas covered by this Agreement no later than September 15 of each year. Firm winter/spring schedules shall be completed by the Town and the Recreation District no later than December 15 of each year. The Town's and the Recreation District's schedules shall comply with the requirements contained in this Agreement.

4.3 It is understood and agreed by the parties that the Town and the Recreation District are absolutely entitled to use the premises and associated facilities during the times so indicated in Section 3 of this Agreement. As to other times, it is agreed that the School District shall have the final decision in the use of the gymnasium and associated facilities. Therefore, all schedules promulgated by the Town and the Recreation District must be submitted to the Principal of each school for approval and then to the Assistant Superintendent of Schools for final approval.

4.4 The parties understand and agree that on occasion special school activities may need to be scheduled following completion of the schedules described above. Provided, however, such special school activities shall not be scheduled during the times the Town and the Recreation District are entitled to first priority usage of the gymnasium and associated facilities pursuant to Sections 3.3 and 3.5 of this Agreement. In the event a special school activity conflicts with a Town or Recreation District activity scheduled when the Town and Recreation District have second priority usage, under Sections 3.3, 3.4 and 3.5 of this Agreement, the special school activity shall have priority so long as the School District furnishes at least ten (10) days advance notice to the Town and Recreation

District of the special activity. In the event the School District fails to provide such advance notice, the Town or Recreation District, to the extent possible, shall attempt to accommodate the special School activity without unduly disrupting a previously scheduled Town or Recreation District activity or program. The School District shall, to the extent possible, furnish at least ten (10) days advance notice to the town and Recreation District of the special activity. To the extent possible, the School District shall make every effort not to disrupt a previously scheduled Town or Recreation District activity or program when scheduling a special school activity.

4.5 Subject to the provisions of this Agreement, the parties agree to consult in good faith with one another concerning scheduling disputes. In the event the parties are not able to resolve such disputes among themselves, they agree to submit any unresolved disputes to arbitration. The arbitration shall be conducted by a person mutually agreed to by all parties. If the parties cannot agree on a single arbitrator, the School District shall select one arbitrator and the Town and Recreation District shall select one arbitrator. Those two (2) arbitrators shall then select a third arbitrator who together shall settle the dispute.

SECTION 5 SUPERVISION OF ACTIVITIES

5.1 The Town and/or the Recreation District assume full responsibility for the character, acts, and conduct of all persons admitted to the premises by the Town and/or the Recreation District or by or with consent of any person acting for or on behalf of such parties.

5.2 The Town and/or the Recreation District shall be responsible for providing a supervisor to be present at all times during Town and/or Recreation District sanctioned activities and programs. Such person shall direct, supervise and enforce the provisions contained in this Agreement and all applicable rules of conduct. When school employees are not present, the supervisor shall be responsible for the security of the facility and shall lock and close down the facility following completion of the scheduled activity. Supervisors shall be issued necessary keys under the prevailing School District key policy in effect. Payment for the supervisor shall be the sole responsibility of the Town and/or the Recreation District.

5.3 The Town and/or the Recreation District shall be solely responsible for their recreation, athletic and leisure programs' format, safety and implementation. School District employees may provide program ideas and recommendations.

SECTION 6 COMPLIANCE WITH LAWS, RULES AND REGULATIONS

6.1 When using the gymnasium and related facilities, the Town and/or the Recreation District shall comply with all laws of the United States and of the State of Colorado, all ordinances and regulations of the Town of Eagle and Eagle Fire Protection District, and all rules and regulations of the School District not in conflict with this Agreement. The Town and/or the Recreation District

and its agents, employees, and invitees shall not do or permit to be done anything on the premises during the term of this Agreement in violation of such laws, rules, and regulations. If the attention of the School District is called to any such violation on the part of the Town and/or the Recreation District or any person employed by or admitted to the premises by the Town and/or the Recreation District, the Town and/or the Recreation District will immediately desist from and correct or cause such violation to be corrected.

6.2 No consumption of alcoholic beverages and no tobacco usage shall be permitted in the gymnasium or related facilities when used by the Town and/or the Recreation District. The enforcement and/or supervision of these rules and regulations shall be the responsibility of the Town and/or the Recreation District.

6.3 In the event the School District receives a complaint concerning Town and/or Recreation District programs or activities, such complaint shall be referred to the Recreation District Director or Town Administrator by the school Principal or his designee. The Recreation District Director or the Town Administrator shall then investigate the complaint and contact the Principal or his designee regarding its resolution in a timely manner.

SECTION 7 MAINTENANCE AND REPAIR OBLIGATIONS

7.1 Except for damage caused by the negligence or intentional act or omission of the Town and/or the Recreation District, or their agents, employees, and invitees; and except as otherwise provided in this Section, the School District, at the School District's expense, shall keep in good order, condition, and repair the premises and every part thereof.

7.2 The Town and/or the Recreation District shall repair any damage to the premises caused by the negligence or intentional act or omission of the Town and/or the Recreation District, their agents, employees, or invitees at the Town's and/or Recreation District's sole expense.

7.3 The School District shall be responsible for the normal maintenance and cleaning of all areas in the premises. Any extraordinary maintenance solely attributable to the Town's or Recreation District's usage shall be the responsibility of the respective entity. Such entity shall pay to the School District the actual costs of such extraordinary maintenance incurred by the School District.

7.4 Upon the expiration of the useful life of the gymnasium partition or the gymnasium floor resulting from ordinary wear and tear, the School District shall be responsible for paying fifty percent (50%) of the replacement cost of such item. The Town and the Recreation District shall each be responsible for paying twenty-five percent (25%) of such cost. In the event any party to this Agreement believes that such an item needs to be replaced under the conditions set forth herein, such party shall confer with the other parties to this Agreement. Any decision to replace such an item shall be mutually agreed upon by all parties to this Agreement on or before June 15 of the year preceding

the calendar year in which such item is scheduled to be purchased or installed. In the event any party fails to appropriate, budget or otherwise make such funds available in any year to fulfill the obligations under this Section, following agreement by the parties to replace an item, any party may terminate this Agreement. In such an event, no party shall have any further rights, claims, obligations, liabilities or remedies under this Agreement, and this Agreement shall be null and void and of no further effect.

SECTION 8 UTILITIES

8.1 The School District shall be solely responsible for the payment of all utility costs associated with the Town's or Recreation District's usage of the gymnasium and associated facilities.

SECTION 9 LIABILITY AND INDEMNIFICATION

9.1 The Town and the School District shall indemnify, defend and hold the School District harmless from and against any and all claims arising from the Town's and/or Recreation District's use of the gymnasium and associated facilities or from the conduct of any activity, program or thing that may be permitted or suffered by the Town and/or the School District in or about the premises. The Town and the Recreation District shall also indemnify, defend and hold the School District harmless from and against any and all claims arising from any breach or default in the performance of any obligation on the Town's and Recreation District's part to be performed under the provisions of this Agreement or arising from any negligence, intentional acts or omissions of the Town and/or the Recreation District or any of their agents, employees or invitees and from any and all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claim or action or proceeding brought on any such claim. Provided, however, nothing contained herein waives or is intended to waive any protections that may be applicable to the Town or the Recreation District under the Governmental Immunity Act, Section 24-10-101 *et. seq.*, C.R.S., or any other rights, protections, immunities, defenses or limitations on liability provided by law, and subject to any applicable provisions of the Colorado Constitution and applicable laws.

9.2 The School District shall indemnify, defend and hold the Town and the Recreation District harmless from and against any and all claims arising from the School District's ownership or use of the premises or from the conduct of its work, activities, programs or thing that may be permitted or suffered by the School District in or about the subject premises. The School District shall also indemnify, defend and hold the Town and the Recreation District harmless from and against any and all claims arising from any breach or default in the performance of the obligations on the School District's part to be performed under the provisions of this Agreement, or arising from any intentional acts, negligence or omissions of the School District or any of its agents, employees, or invitees and from any and all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought on any such claim. Provided, however, nothing contained herein waives or is intended to waive any protections that may be applicable to the School

District under the Governmental Immunity Act, Section 24-10-101, *et. seq.*, C.R.S., or any other rights, protections, immunities, defenses or limitations on liability provided by law, and subject to any applicable provisions of the Colorado Constitution and applicable laws.

SECTION 10 INSURANCE

10.1 The School District shall maintain in force during the term of the license a policy of insurance issued by a company authorized to engage in the insurance business in the State of Colorado insuring the gymnasium and related facilities for an amount not less than one hundred percent (100%) of its replacement cost against damage or destruction by fire and/or by perils covered by the standard form or extended coverage endorsements to fire insurance policies in the State of Colorado in effect at the time that the policies are obtained.

10.2 Each party agrees to maintain, as part of its insurance coverage, during the term of the license granted under this Agreement comprehensive public liability insurance covering and insuring such party against liability arising out of the ownership, use, occupancy, or maintenance of the premises and all areas appurtenant to the premises. The bodily and personal injury limits of such policies shall be no less than the statutory limitations as defined in the Colorado Governmental Immunity Act, Section 24-10-114, C.R.S., with an amount of \$150,000.00 per occurrence and \$600,000.00 in the aggregate, or such other amounts as provided by law. The policies of insurance required under this Section shall name the other parties as additional insureds.

SECTION 11 DAMAGE OR DESTRUCTION OF THE PREMISES

11.1 In the event of damage or destruction to the gymnasium and related facilities by fire or other casualty not resulting from the neglect or other fault of the Town and/or the Recreation District, the School District, at its sole expense, shall promptly make all necessary repairs and restorations so as to restore the premises to its previous condition.

11.2 In the event that the premises, or any part of the premises, shall be rendered untenable by fire or other casualty or by deterioration not the fault of the Town or the Recreation District, the term of the license shall be extended by the period of time that the Town and the Recreation District are unable to use the premises.

SECTION 12 REMEDIES

12.1 Time is of the essence in this Agreement.

12.2 If a party violates or breaches or fails to keep or perform any covenant, agreement, term or condition of this Agreement at the time designated; or in the event a party is in default or in

violation of a term of this Agreement for which no specific time is designated, and the default or violation continues or is not remedied within thirty (30) days after notice in writing is given by the non-breaching party to the other party specifying the matter claimed to be in default, the non-breaching party shall be entitled to pursue all remedies available at law or in equity to enforce the terms of this Agreement, including the right of specific performance. Provided, however, with respect to any default that cannot be cured within thirty (30) days, such legal remedies shall not be pursued if the breaching party takes all steps necessary to cure the default within such period and thereafter continuously exercises due diligence to cure the default.

12.3 In the event that any court action is filed or maintained by any party in relation to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys fees.

SECTION 13 NOTICES

13.1 All notices that may be required or given pursuant to this Agreement by a party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States first class mail, postage prepaid, and addressed as follows:

SCHOOL DISTRICT

Superintendent of Schools
Eagle County School District, RE-50J
P.O. Box 740
Eagle, CO 81631

TOWN

Town Administrator
Town of Eagle
P.O. Box 609
Eagle, CO 81631

RECREATION DISTRICT

Recreation Director
Western Eagle County Metropolitan Recreation District
P.O. Box 246
Eagle, CO 81631

13.2 The address to which any notice, other writing may be given to any party as above provided may be changed by written notice given by such party as above provided.

SECTION 14 MISCELLANECUS PROVISIONS

14.1 No modification or waiver of this Agreement or any covenant, condition or provision contained herein shall be valid unless in writing and duly executed by all parties.

14.2 This written Agreement embodies the whole Agreement between the parties and there are no inducements, promises, terms, conditions or other obligations made or entered into by the parties other than those contained herein.

14.3 This Agreement shall be binding upon the parties hereto, the respective successors or assigns, and may not be assigned by any party without the express written consent of the other parties.

14.4 All terms contained in this Agreement are severable and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid term or condition is not contained herein.

14.5 The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

14.6 This Agreement may be amended from time to time by written Agreement duly authorized by all the parties to this Agreement.

14.7 This Agreement does not and shall not be deemed to confer upon or grant to any third party any right enforceable at law or equity arising out of any term, covenant, or condition herein or the breach thereof.

14.8 This Agreement, or a memorandum of this Agreement, may be recorded in the records of the Eagle County Clerk and Recorder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

THE EAGLE COUNTY SCHOOL DISTRICT
Re-50J, by and through its Board of Education.

ATTEST:

Raenette Johnson
Secretary

By:

President

[Signature]

THE TOWN OF EAGLE, COLORADO, by and
through its Board of Trustees.

ATTEST:

Marlene M. Miller
Town Clerk

By:

Mayor

Bill Cunningham

THE WESTERN EAGLE COUNTY
METROPOLITAN RECREATION DISTRICT, by
and through its Board of Directors.

ATTEST:

Dena A. Eaton
Secretary

By:

Chairman

Chi Miller

INTERGOVERNMENTAL AGREEMENT BETWEEN THE EAGLE COUNTY SCHOOL DISTRICT RE-50J
AND MOUNTAIN RECREATION METROPOLITAN DISTRICT
FOR THE COOPERATIVE USE OF PUBLICLY OWNED FACILITIES

This intergovernmental agreement is made and entered into this 13th day of March, 2019, by and between Eagle County School District RE-50J, a Colorado School District, acting by and through its Board of Education (“School District”), and Mountain Recreation Metropolitan District, a Colorado Special District, by and through its Board of Directors (“Recreation District”).

WHEREAS, the School District, and Recreation District, recognize that they jointly serve the community;

WHEREAS, the School District desires to support and encourage out of school time use of school district facilities for public recreation and enrichment programs that benefit the growth and development of students, and improve the health and wellbeing of families;

WHEREAS, the Recreation District desires to support and encourage the school time use of its facilities operated to enhance the School District’s curriculum and challenge students in new ways;

WHEREAS, the School District, Recreation District, Town of Eagle, and Town of Gypsum have partnered financially in the past to construct facilities including a gymnasium at Eagle Valley Middle School, a gymnasium at Eagle Valley Elementary School, a gymnasium at Red Hill Elementary School, and a baseball field in Gypsum;

WHEREAS, the School District and the Recreation District desire to cooperate with one another in the use of each other’s public facilities for the purpose of providing enhanced curricular and extracurricular activities, and community recreation, athletics, and leisure programs for residents;

WHEREAS, the Parties previously have entered and amended various agreements that encompassed the use of School District facilities, and now wish to replace those agreements and amendments thereto with this Agreement; and

WHEREAS, this Intergovernmental Agreement is authorized pursuant to Section 18, Article XIV of the Colorado Constitution, Section 29-1-203, C.R.S., Section 22-32-110(1)(f), C.R.S., and other applicable law.

NOW, THEREFORE, in consideration of the recitals stated above and mutual covenants and promises of the parties hereto, the receipt and sufficiency of which is acknowledged, the School District and Recreation District agree as follows:

1.0 SHARED USE OF FACILITIES

1.1 Recreation District Use of School District Facilities

The Recreation District and School District agree that the Recreation District will be afforded the nonexclusive use of certain School District facilities second in priority after School District activities are scheduled each school term. The School District shall have the final decision in the use of school facilities.

1.1.1 Schools, Areas, and Equipment

1.1.1.1 SCHOOLS - The Recreation District may request use of the following schools located within the Recreation District boundaries:

- Eagle Valley High School
- Battle Mountain High School
- Eagle Valley Middle School
- Eagle Valley Elementary School
- Gypsum Elementary School
- Edwards Elementary School
- Berry Creek Middle School
- June Creek Elementary
- Brush Creek Elementary School
- Red Hill Elementary School
- Gypsum Creek Middle School
- Red Canyon High School
- Homestake Peak School

1.1.1.2 AREAS - The Recreation District may request use of the following areas on the above campuses:

- Locker rooms
- Rest rooms
- Designated storage areas
- Gymnasiums
- Outside play areas

1.1.1.3 EQUIPMENT - The Recreation District may request use of fixed equipment such as basketball hoops, volleyball standards, floor mats and the like. Consumable equipment required for programming, such as basketballs and volleyballs, shall be provided by the Recreation District for use in its programs.

1.1.2 Permitted uses – In addition to the use of school district facilities for recreation programs, the Recreation District may request use of facilities for the purpose of holding or sponsoring community events, subject to prevailing School District policies, including the prohibition against the use of alcohol or tobacco.

1.1.3 Priority Days of the Week and Times of Day

1.1.3.1 WEEKDAY USAGE – On weekdays when school is in session, the Recreation District shall be permitted to use facilities commencing after school until 10:00pm provided no conflict exists with school activities scheduled pursuant to the procedure for scheduling set forth below.

- 1.1.3.2 WEEKEND USAGE – The Recreation District shall be permitted use of school facilities from 8:00am until 10:00pm on Saturdays and Sundays provided no conflict exists with school activities scheduled pursuant to the procedure for scheduling set forth below.
- 1.1.3.3 HOLIDAYS/BREAKS - When school is not in session, such as school vacations or teacher in-service days, the Recreation District shall be permitted to use facilities from 8:00am until 10:00pm provided no conflict exists with school activities scheduled pursuant to the procedure for scheduling set forth below.
- 1.1.3.4 EVMS Noon Ball – Per Section 3.3 of the MOU dated the 22nd day of February, 2000, between the School District, the Town of Eagle and the Recreation District, the Town and/or Recreation District shall be entitled to exclusive use of at least one-half (1/2) of the gymnasium during the noon hour for a period of one and one-half (1 1/2) hours scheduled to occur during two whole periods of the Eagle Valley Middle School. All parties agree to honor the original intent of the MOU however, agree to be flexible to meet all parties needs until sometime as another location will be permitted.

1.1.4 Procedures for Scheduling School District Facilities

- 1.1.4.1 GENERAL – Subject to the provisions of this Agreement, the parties agree to consult in good faith concerning any disputes or disagreements over scheduling matters. In the event that the parties are unable to resolve such disputes or disagreements between themselves, parties agree to submit any unresolved disputes or disagreements to mediation by a mutually agreed upon third party mediator. The following priorities shall prevail concerning the scheduling of School District facilities:
 - First Priority – School District Uses
 - Second Priority – Recreation District Uses
 - Third Priority – Town Uses
 - Fourth Priority – Community Uses
- 1.1.4.2 SCHEDULING RESPONSIBILITY - The principal of each school will be responsible for the long-range planning and scheduling of School District activities in areas covered by this Agreement.
- 1.1.4.3 FALL SEMESTER SCHEDULING DEADLINES – Firm fall schedules of school activities shall be completed by September 1. Each principal shall notify in writing the Recreation District of the school's schedule no later than September 1. The Recreation District shall be responsible for submitting in writing a draft schedule for the use of school facilities for Recreation

District activities from the available time left after School District scheduled use to each school principal by September 1. Each principal shall issue a written notice of approved and unapproved Recreation District uses by September 15. It is understood that the school principals will begin to schedule other Town and community use of School District facilities after September 15.

- 1.1.4.4 WINTER/SPRING SEMESTER SCHEDULING DEADLINES - Firm winter/spring schedules of school activities shall be completed by December 1. Each principal shall notify the Recreation District in writing of the school's schedule no later than December 1. The Recreation District shall be responsible for submitting a written draft schedule for the use of school facilities for Recreation District activities from the available time left after School District scheduled use to each school principal by December 1. Each principal shall issue a written notice of approved and unapproved Recreation District uses by December 15. It is understood that the school principals will begin to schedule other Town and community use of School District facilities after December 15.
- 1.1.4.5 SUMMER BREAK SCHEDULING DEADLINES - Firm summer schedules of school activities shall be completed by March 15. Each principal shall notify the Recreation District in writing of the school's schedule no later than March 15. The Recreation District shall be responsible for submitting a written draft schedule for the use of school facilities for Recreation District activities from the available time left after School District scheduled use to each school principal by March 15. Each principal shall issue a written notice of approved and unapproved Recreation District uses by March 15. It is understood that the school principals will begin to schedule other Town and community use of School District facilities after April 1.
- 1.1.4.6 CHANGES TO SCHEDULES – The parties agree and understand that occasionally a special school activity may need to be scheduled following completion of the schedules described above. In the event that a special school activity conflicts with a scheduled Recreation District activity, the special school activity shall have priority so long as the principal furnishes at least ten days advance written notice to the Recreation District of the special activity. In the event that the nature of the activity does not permit the principal to furnish at least ten days advance notice, the Recreation District, to the extent possible, shall attempt to accommodate the special school activity without unduly disrupting a previously scheduled Recreation District activity.

1.1.5 Requirements for Use of School District Facilities

1.1.5.1 SUPERVISION OF ACTIVITIES – The Recreation District shall be responsible for providing a supervisor to be present at all times during Recreation District sanctioned activities and programs. Such person shall direct, supervise, and enforce the provisions contained in this Agreement and all applicable rules of conduct. When School District employees are not present, the supervisor shall be responsible for the security of the facility and shall lock and close down the facility following completion of the scheduled activity. Supervisors shall be issued access key cards only as required for scheduled activities under the School District security policy in effect. Payment for the supervisor shall be the sole responsibility of the Recreation District.

The Recreation District shall be solely responsible for their recreation, athletic, and leisure programs' format, safety, and implementation. School District employees may provide program ideas and recommendations.

1.1.5.2 RESPONSIBILITY FOR INVITED GUESTS - The Recreation District assumes full responsibility for the character, acts, and conduct of all persons admitted to the premises by the Recreation District or by or with consent of any person acting for or on behalf of the Recreation District.

1.1.5.3 CUSTODIAL ASSISTANCE – Normal wear and tear notwithstanding, the Recreation District shall provide light custodial services after programs conclude each day to leave the scheduled facilities in the condition in which they were found. If excessive clean up is required prior to use by the School District, the School District may provide custodial services and charge the Recreation District for time and materials.

1.1.5.4 AS IS CONDITION – The Recreation District agrees to accept use of the premises “as is” so long as the premises are maintained in accordance with standard practice for such facilities. The Recreation District acknowledges that the School District has not made any representations or warranties as to the suitability of the premises for the conduct of the Recreation District's activities or programs.

1.1.5.5 ALCOHOL/TOBACCO/OTHER SUBSTANCES – No possession or consumption of alcoholic beverages and no possession or use of tobacco, alternative nicotine, THC, and vapor products shall be permitted on school district premises when scheduled for use by the Recreation

District. The enforcement of such regulation shall be the responsibility of the Recreation District.

1.2 School District Use of Recreation District Facilities

The Recreation District and School District agree that the School District will be afforded the nonexclusive use of certain Recreation District facilities in priority after Recreation District activities are scheduled, with certain exceptions. The Recreation District shall have the final decision in the use of recreation facilities.

1.2.1 Facilities, Areas, Equipment

1.2.1.1 FACILITIES AND AREAS – The School District may request use of the following Recreation District facilities and areas:

- Gypsum Recreation Center – Indoor pool, climbing and bouldering areas, gymnasium, meeting room(s), cardio studios, and gymnastics area.
- Eagle Pool & Ice Rink – Seasonal indoor skating rink and outdoor pool.
- Eagle Sports Complex – Seasonal outdoor multipurpose turf field and outdoor natural turf fields.
- Edwards Field House – Sport court, indoor turf, climbing and bouldering facilities, and gymnastics area.
- Eagle County Freedom Park – Seasonal skate park, outdoor multipurpose turf field, outdoor natural turf fields, ball fields, and pond.

1.2.1.2 EQUIPMENT - The School District may request use of fixed equipment such as basketball hoops, volleyball standards, floor mats and the like. Consumable equipment required for programming, such as basketballs, volleyballs, and ice skates, shall be provided by the School District for use in its activities or rented from the Recreation District.

1.2.1.3 EXCEPTIONS

1.2.1.3.1 Town of Gypsum use of Gypsum Recreation Center – As the owner of the Gypsum Recreation Center, the Town of Gypsum shall have scheduling priority for special events over school district activities. Use of the Gypsum Recreation Center shall be guided by the Operating Agreement in place between the Town of Gypsum and the Recreation District.

1.2.1.3.2 Town of Eagle use of the Eagle Pool & Ice Rink – As part owner of the Pool & Ice Rink, the Town of Eagle shall have scheduling priority for special events over school district

activities. Use of the Pool & Ice Rink shall be guided by the intergovernmental agreement in place between the Town of Eagle and the Recreation District.

1.2.1.3.3 Membership Value Preservation – Recreation District facility operations are not sustained wholly by taxpayer support and must generate revenues from memberships and admissions. Certain areas of each recreation center and other areas during peak use periods will not be made available to the School District in order to preserve the value of paid admission or membership.

1.2.1.3.4 Operational Cost Limitations – Due to the high cost of providing safe ice rink facilities and the limited availability of ice time, the Eagle Ice Rink will be made available to the School District for athletic practices at a reduced, but not free, hourly rate. Use of the rink will be scheduled to balance recreational use by the Recreation District, league use by the youth sports club operating hockey, and athletic needs of the School District.

1.2.2 Permitted Uses - In addition to the use of Recreation District facilities for curricular activities, the School District may request use of facilities for the purpose of holding or sponsoring extracurricular activities, athletic events, and community engagement forums, subject to availability.

1.2.3 Priority Days of Week and Times of Day

1.2.3.1 WEEKDAY USAGE - On weekdays when school is in session, the School District shall be permitted to use recreation facilities during school hours provided no conflict exists with recreation activities scheduled pursuant to the procedure for scheduling set forth below.

1.2.3.2 AFTER SCHOOL USE – The School District shall be permitted to use recreation facilities after school only when those activities can occur prior to peak public use times and provided that such use does not conflict with recreation activities scheduled pursuant to the procedure for scheduling set forth below.

1.2.3.3 HOLIDAYS/BREAKS – Holidays and break periods are peak use times for recreation activities. School District use shall be limited during these periods.

1.2.4 Procedures for Scheduling Recreation District Facilities

1.2.4.1 SCHEDULING RESPONSIBILITY - The facility supervisor of each recreation center will be responsible for the long-range planning and scheduling of Recreation District activities and services in areas covered by this Agreement.

1.2.4.2 FALL SEMESTER DEADLINES - Firm fall schedules of recreation activities held in Recreation District facilities shall be completed by August 15. School District Principals shall request use of Recreation District facilities beginning August 15. School District facility use requests shall be processed and Principals notified of confirmed use by September 1. It is understood that the facility supervisors will begin to schedule other community use of Recreation District facilities after September 15.

1.2.4.3 WINTER/SPRING DEADLINES - Firm fall schedules of recreation activities held in Recreation District facilities shall be completed by November 15. School District Principals shall request use of Recreation District facilities beginning November 15. School District facility use requests shall be processed and Principals notified of confirmed use by December 1. It is understood that the facility supervisors will begin to schedule other community use of Recreation District facilities after December 15.

1.2.4.4 SUMMER SCHEDULING - Firm fall schedules of recreation activities held in Recreation District facilities shall be completed by March 15. School District Principals shall request use of Recreation District facilities beginning March 15. School District facility use requests shall be processed and Principals notified of confirmed use by April 1. It is understood that the facility supervisors will begin to schedule other community use of Recreation District facilities after April 15.

1.2.4.5 CHANGES TO SCHEDULE - The parties agree and understand that occasionally a special recreation activity may need to be scheduled following completion of the schedules described above. In the event that a special recreation activity conflicts with a scheduled School District activity, the special recreation activity shall have priority so long as the facility supervisor furnishes at least ten days advance notice to the School District of the special activity. In the event that the nature of the activity does not permit the facility supervisor to furnish at least ten days advance notice, the School District, to the extent possible, shall attempt to accommodate the special recreation activity without unduly disrupting a previously scheduled School District activity

1.2.5 Facility Use Requirements

- 1.2.5.1 SUPERVISION OF ACTIVITIES – The School District shall be responsible for providing supervision at all times during School District sanctioned activities and programs. School District staff shall direct, supervise, and enforce the provisions contained in this Agreement and all applicable rules of conduct. Payment for supervision shall be the sole responsibility of the School District.

The School District shall be solely responsible for its activities' format, safety, and implementation. Recreation District employees may provide program ideas and recommendations.

- 1.2.5.2 RESPONSIBILITY FOR INVITED GUESTS – To the extent permitted by law, the School District assumes full responsibility for the character, acts, and conduct of all persons admitted to the premises by the School District or by or with consent of any person acting for or on behalf of the School District.

- 1.2.5.3 CUSTODIAL ASSISTANCE – Normal wear and tear notwithstanding, the School District shall provide light custodial services after programs conclude each day to leave the scheduled facilities in the condition in which they were found. If excessive cleanup is required prior to use by the Recreation District, the Recreation District may provide custodial services and charge the School District for time and materials.

- 1.2.5.4 AS IS CONDITION – The School District agrees to accept use of the premises "as is" so long as the premises are maintained in accordance with standard practice for such facilities. The School District acknowledges that the Recreation District has not made any representations or warranties as to the suitability of the premises for the conduct of the School District's activities or programs.

- 1.2.5.5 LIFEGUARDS REQUIRED – Any use of aquatic centers and facilities requires certified lifeguards to be present. Lifeguard staffing shall be provided by the Recreation District. The Recreation District may charge the School District for additional guards required to be on duty beyond normal facility staffing levels.

- 1.2.5.6 BELAY CERTIFICATION – Use of climbing and bouldering facilities requires specially qualified supervision. The School District may request the Recreation District provide staffing of qualified personnel for climbing facilities or School District must provide its own certified supervisors.

The Recreation District may charge the School District for additional staff required to be on duty beyond normal facility staffing levels.

1.2.5.7 TRAMPOLINE INSTRUCTION - Use of gymnastics and trampoline areas requires specially qualified supervision. Gymnastics and trampoline facility staffing shall be provided by the Recreation District. The Recreation District may charge the School District for staff required to be on duty beyond normal facility staffing levels.

2.0 FEES CHARGED – WHEN

- 2.1 The School District and Recreation District agree that it is in the best interest of the community to share use of public facilities. There is to be no rent charged wherever possible for shared use. However, when the use of facilities creates an additional cost solely attributable to the program or activity held on premises, the party responsible for the program or activity may be required to reimburse the other party for such costs.
- 2.2 Custodial Charges – The School District or Recreation District may charge the facility user for custodial services if excessive cleanup is required after program use. (See 1.2.5.3)
- 2.3 Damages - Normal wear and tear notwithstanding, the School District and Recreation District, each for itself, shall repair any damages to the other party's premises arising out of the use of covered facilities either by accident or by the intentional act or omission by their agents, employees, or invitees during such programs or activities.
- 2.4 Destruction of premises – In the event of damage or destruction of facilities covered by this Agreement by fire or other casualty not resulting from neglect or other fault of either party, the owner of the premises shall, at its sole expense, promptly make all necessary repairs and restorations so as to restore the premises to its previous condition. In the event that any facility or area shall be rendered untenable by fire or other casualty or by deterioration not the fault of either party, the term of the license shall be extended by the period of time that the premises are unable to be used.
- 2.5 Utilities – Each party shall provide utilities at its sole expense for its respective facilities and areas covered by this Agreement.
- 2.6 Maintenance – Except for damage caused by the negligence or intentional act or omission of the using party, its agents, employees, and invitees; and except as otherwise provided in this Agreement, the owning or operating party shall, at its sole expense, keep in good order, condition, and repair the premises and every part thereof.

2.7 Capital Repairs and Improvements

- 2.7.1 Eagle Valley Middle School Gymnasium - Per the *Second Intergovernmental Agreement between the Eagle County School District RE-50J; and the Town of Eagle, Colorado; and the Western Eagle County Metropolitan Recreation District Concerning the Construction and Use of a School Gymnasium Facility (2000)* : Upon the expiration of the useful life of the gymnasium floor resulting from ordinary wear and tear, the School District shall be responsible for paying fifty percent (50%) of the replacement cost of such item. The Town and the Recreation District shall each be responsible for paying twenty-five percent (25%) of such cost. In the event any party to the 2000 Agreement believes that such an item needs to be replaced under the conditions set forth, such party shall confer with the other parties. Any decision to replace such item shall be mutually agreed upon all parties on or before June 15 of the year preceding the calendar year in which such item is scheduled to be purchased or installed.

2.8 Money Making Activities or Events

- 2.8.1 “Money Making Activities” shall be defined as those programs or events outside the core purpose and mission of the Recreation District designed and operated to generate revenue for the Recreation District.
- 2.8.2 If Money Making Activities or events are scheduled in School District facilities, the Recreation District shall be charged a fee for custodial service. This fee shall be 1.5 times the regular hourly rate for the custodian plus 30% for benefits. The Recreation District agrees to pay the School District for such charges within 30 days of receipt of the School District’s statement.
- 2.8.3 State High School Athletic Association required fees for admission to athletic events held in Recreation District facilities shall be collected and retained by the School District.

2.9 School Affiliated Organizations

- 2.9.1 From time to time, school affiliated organizations, such as parent teacher associations, request use of Recreation District facilities for fund raising events. As these organizations positively impact the School District, these events will be permitted to be scheduled after all Recreation District and School District activities have been scheduled following the scheduling procedures above.

- 2.9.2 School affiliated organization events shall be charged a fee for use of facilities for fundraising. School affiliated organizations will be permitted to retain a portion of the proceeds from admission fees attributable to the organization's event.

3.0 OTHER PROVISIONS

3.1 Concessions

- 3.1.1 The Recreation District shall not have access to School District kitchens or concession stands. Concessions may be sold during programs and activities but must be served from a stand-alone table. Concessions activities must be in compliance with food handling and permitting requirements of Eagle County.
- 3.1.2 The School District shall not have access to Recreation District kitchens or concession stands. Concessions may be sold during programs and events but must be served from a stand-alone table. Concessions activities must be in compliance with food handling and permitting requirements of Eagle County.
- 3.2 Parking – Both parties recognize that there may be occasions where parking for events may present a challenge. The parties agree to make every effort to communicate about and coordinate efforts to manage parking when overcrowding is foreseeable.
- 3.3 Facilitated Programs – Both parties recognize that there may be occasions when one party desires a program to be facilitated by the other party, such as the Recreation District providing lifeguarding training courses for high schools or a high school sports team facilitates a pre-season clinic for the Recreation District. For such facilitated programs, the parties shall set forth an agreement in advance of the activity detailing the operations and expectations of each party.

4.0 CONSULTATION AND ANNUAL REVIEW

- 4.1 The parties acknowledge that, over the term of this Agreement, issues may arise concerning implementation of this Agreement which the parties have not now contemplated. Recognizing that a high level of cooperation between the parties is necessary and desirable, the parties agree to consult with each other from time to time concerning implementation of this Agreement and further agree that their respective representatives will meet to conduct such consultation upon ten day's written request given by one party to the other party. In addition, each party shall from time to time designate in writing each party's contact person for all matters involving the administration of this Agreement.
- 4.2 The parties to this Agreement shall meet annually to review the Agreement and to forward any recommended amendments to the governing bodies of each party.

5.0 INSURANCE

5.1 Both parties shall maintain in force during the term of the license granted under this Agreement, a policy of insurance issued by a company authorized to engage in the insurance business in the State of Colorado insuring facilities covered by this Agreement for an amount not less than one hundred percent (100%) of its replacement cost against damage or destruction by fire and/or perils covered by the standard form or extended coverage endorsements to fire insurance policies in the State of Colorado in effect at the time that the policies are obtained.

5.2 Each party agrees to maintain, as a part of its insurance coverage, during the term of license granted under this Agreement comprehensive public liability insurance covering and insuring such party against liability arising out of ownership, use, occupancy, or maintenance of the premises and all areas appurtenant to the premises. The bodily and personal injury limits shall be no less than the statutory limitations as defined in the Colorado Governmental Immunity Act, Section 24-20-114, C.R.S., in effect at the time that the policies are obtained or renewed. The policies of insurance required under this section shall name the other party as additionally insured.

6.0 TERM AND TERMINATION OF AGREEMENT. The Term of this Agreement shall be five (5) years from the date of execution of the Agreement, and shall automatically renew for subsequent five (5) year terms thereafter, unless terminated as provided herein. Either party may terminate this Agreement with or without cause upon sixty (60) days' prior written notice to the other party.

7.0 GENERAL TERMS

7.1 Compliance with laws, rules and regulations – When using facilities and areas covered by this Agreement, parties shall comply with all laws of the United States and the State of Colorado, all ordinances and regulations of local governments and special districts, and all rules and regulations of the Recreation District and School District not in conflict with this Agreement. Both parties, each for itself, and its agents, employees, and invitees shall not do or permit to be done anything on the premises during the term of this Agreement in violation of such laws, rules, and regulations. If attention of the owner/operator is called to any such violation on the part of the other party or any person employed by or admitted to the premises by the other party, the offending party shall immediately desist from and correct or cause such violation to be corrected.

7.2 Assignment or Sublease – Neither party shall assign or sublease the license afforded herein to a third party without the express written consent of the other party to this Agreement.

7.3 Liability and indemnification - To the extent legally permissible, each party shall indemnify, defend, and hold the other party harmless from and against all claims arising from the use of

facilities and areas covered by this Agreement or from the conduct of any activity, program, or thing that may be permitted in or about the premises. Further, to the extent permitted by law, both parties, each for itself, shall also indemnify, defend, and hold the other party harmless from and against any and all claims arising from any breach or default in the performance of any obligation to be performed under the provisions of this Agreement or arising from any negligence, intentional acts or omissions of the party using the facilities, its agents, employees, or invitees and from any and all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or action or proceeding brought on any such claim; provided, however, nothing contained herein waives or is intended to waive any protections that may be applicable to either party under the Governmental Immunity Act, Section 24-10-101 et. Seq., C.R.S., or any other rights, protections, immunities, defenses, or limitations on liability provided by law, and subject to any applicable provisions of the Colorado Constitution and applicable laws.

7.4 Remedies

- 7.4.1 If a party violates or breaches or fails to keep or perform any covenant, agreement, term or condition of this Agreement at the time designated; or in the event a party is in default or in violation of a term of this Agreement for which no specific time is designated, and the default or violation continues or is not remedied within thirty (30) days after notice in writing is given by the non-breaching party to the other party specifying the matter claimed to be in default, the non-breaching party shall be entitled to pursue all remedies available at law or in equity to enforce the terms of this Agreement, including the right of specific performance; provided, however, with respect to any default that cannot be cured within thirty (30) days, such legal remedies shall not be pursued if within such period the breaching party takes all steps necessary to cure the default and thereafter continuously exercises due diligence to cure the default.
- 7.4.2 If, following the consultation required by paragraph 4.1 above and good faith efforts on the part of all parties to resolve any disputes regarding this Agreement (other than scheduling disputes which are addressed in Paragraphs 1.1 and 1.2 above) a dispute still exists, the parties agree to submit such dispute to non-binding mediation. If the parties fail to reach a settlement of this dispute within thirty days after the earliest upon which one of the parties has notified the other party of its desire to attempt to resolve the dispute, then the dispute shall be promptly submitted to non-binding mediation by a single mediator provided by the Judicial Arbitrator Group (JAG) of Denver, Colorado, any successor to JAG, or any similar mediation provider who can furnish a former judge to conduct such mediation if JAG or a successor to JAG is no longer in existence. If, following such mediation process, the parties' dispute still exists, the parties shall have the right to pursue any other remedies provided under Colorado law.

7.5 Notices – All notices that may be required or given pursuant to this Agreement by a party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States First Class mail, postage prepaid, and addressed as follows:

School District

Superintendent of Schools
Eagle County School District RE-50J
PO Box 740
Eagle, CO 81631

Recreation District

Executive Director
Mountain Recreation Metropolitan District
PO Box 375
Gypsum, CO 81637

7.6 Miscellaneous Provisions

- 7.6.1 No modification or waiver of this Agreement or any covenant, condition, or provision contained herein shall be valid unless in writing and duly executed by all parties.
- 7.6.2 This written Agreement embodies the whole Agreement between the parties and replaces all prior agreements and amendments thereto that cover the same subjects as set forth herein, and there are no inducements, promises, terms, conditions, or other obligations made or entered into by the parties other than those contained herein.
- 7.6.3 This Agreement shall be binding upon the parties hereto, the respective successors or assigns, and may not be assigned by any party without the express written consent of the other party.
- 7.6.4 All terms contained in this Agreement are severable and, in the event, that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid term or condition is not contained herein.
- 7.6.5 The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.
- 7.6.6 This Agreement may be amended from time to time by written Agreement duly authorized by all the parties to this Agreement.
- 7.6.7 This Agreement does not and shall not be deemed to confer upon or grant any third party right enforceable law or equity arising out of any term, covenant, or condition herein or the breach thereof.
- 7.6.8 This Agreement, or a memorandum of this Agreement, may be recorded in the records of the Eagle County Clerk and Recorder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Eagle County School District RE-50J

By: _____

Title: _____

Date: _____

Mountain Recreation Metropolitan District

By: _____

Title: _____

Date: _____

COLORADO LAW ADDENDUM

THIS COLORADO LAW ADDENDUM (this "Addendum") is entered into by the Eagle County School District RE-50J, a school district in the State of Colorado (the "School District"), and Mountain Recreation Metropolitan District, a Colorado special District (the "Recreation District"), as of _____, 2019 (the School District and the Recreation District may be referred to herein individually as a "Party" or collectively as the "Parties").

This Addendum is attached to and incorporated in the Intergovernmental Agreement entered into by the Parties on _____, 2019 (the "Contract").

The Parties hereby agree to enter into this Addendum in order to ensure compliance with Colorado and federal law. Notwithstanding anything in the Contract to the contrary, the Parties agree as follows:

1. **NON-APPROPRIATION/TABOR.** The Parties understand and acknowledge that the School District and the Recreation District are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Addendum or the Contract. It is understood and agreed that this Addendum and the Contract do not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Addendum and the Contract to the contrary, any payment obligation of the School District or of the Recreation District are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the current fiscal period ending upon the next succeeding June 30 for the School District and the next succeeding December 31 for the Recreation District. Financial obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the School District or the Recreation District, as applicable, and other applicable law. Notwithstanding any other provision of this Addendum and the Contract concerning termination, upon the School District's or the Recreation District's failure to appropriate such funds, this Addendum and the Contract shall automatically terminate.
2. **GOVERNMENTAL IMMUNITY.** No term or condition of the Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 et seq. C.R.S
3. **INDEPENDENT CONTRACTOR.** The Parties shall perform their respective duties hereunder as an independent contractor and not as an employee. Neither Party nor any of its agents or employees shall be deemed to be an agent or employee of the other. Neither Party nor its respective employees and agents are entitled to unemployment insurance or workers compensation benefits through the other and neither party shall pay for or otherwise provide such coverage for the other or any of its agents or employees. Unemployment insurance benefits will be available to a Party and its employees and agents only if such coverage is made available by that Party or a third party.

Each Party shall pay when due all of its own applicable employment taxes and income taxes and local head taxes incurred pursuant to the Contract. Neither Party shall have authorization, express or implied, to bind the other to any agreement, liability or understanding, except as expressly set forth herein. Each Party shall (i) provide and keep in full force and effect at all times workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide written proof thereof when requested by the other, and (iii) be solely responsible for its acts and those of its own employees and agents.

4. **COMPLIANCE WITH LAW.** Each Party shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
5. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Addendum and the Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference as of the execution of this Addendum which purports to negate this or any other provision of this Addendum in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of the Contract, to the extent capable of execution.
6. **BINDING ARBITRATION PROHIBITED.** The School District does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in the Contract or incorporated herein by reference shall be null and void.
7. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** School District or other public funds payable under the Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Recreation District hereby certifies and warrants that, during the term of the Contract and any extensions, Recreation District has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the School District determines that Recreation District is in violation of this provision, the School District may seek any and all remedies available at law, in equity, or under the Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
8. **PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq. C.R.S.**
 - a. **UNLAWFUL EMPLOYEES, AND SUBCONTRACTS.** The Parties shall not knowingly employ or contract with an illegal alien to perform work under the Contract. Further, neither Party shall employ subcontractors in connection with the Contract.

- b. **VERIFICATION REGARDING ILLEGAL ALIENS.** Each Party has confirmed or attempted to confirm the employment eligibility of all employees who will perform work under the Contract. The Parties shall not employ newly hired employees in connection with the Contract.
 - c. **LIMITATION REGARDING BASIC PILOT PROGRAM.** The Parties shall not use the verification program procedures authorized by the Colorado Department of Labor to undertake pre-employment screening of job applicants for work in connection with the Contract while performing this Contract.
 - d. **DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS.** If a Party obtains actual knowledge that subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Party shall:
 - i. Notify the subcontractor and the other Party within three days that the notifying Party has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and,
 - ii. Terminate the subcontract with the subcontractor if, within three days of receiving notice required pursuant to Section 8-17.5-102(2)(b)(III)(A), C.R.S., the subcontractor does not stop employing or contracting with the illegal alien. The Party receiving notice shall not terminate the contract with the subcontractor if during the three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. **DUTY TO COMPLY WITH STATE INVESTIGATION.** The Parties shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to Section 8-17.5-102(5), C.R.S.
 - f. **DAMAGES FOR BREACH OF CONTRACT.** In addition to any other legal or equitable remedy, the non-breaching Party may be entitled to for a breach of this Contract, if the non-breaching Party terminates this Contract, in whole or in part, due to the other Party's breach of the obligations set forth in Paragraph 8 above, the breaching Party shall be liable for actual and consequential damages to the other Party.
9. **INSURANCE.** For contracts with a total value of \$25,000 or more, the Recreation District shall secure and maintain during the life of the project such insurance, from an insurance company authorized to write casualty insurance in the State of Colorado, as will protect himself, his subcontractors, and the School District from claims for bodily injury, death, or property damage which may arise and shall have filed the Certificate of Insurance or the certified copy of the insurance policy with the School District. Recreation District agrees that it will not cancel any such insurance policies without ten day's written notice to the School District. The amounts of such insurance shall not be less than the following.

- a. Worker's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State of Colorado for full coverage of all persons employed on the project. Employer's liability coverage per accident
shall be\$1,000,000.00
- b. General Liability and Vehicular Liability: Bodily injury and property damage:
 - i. Injury to or sickness or disease or death of
one person.....\$500,000.00
 - ii. Injury to or sickness or disease or death of two or
more persons in a single occurrence.....\$1,000,000.00
 - iii. Property damage to property of one person.....\$500,000.00
 - iv. Property damage to property of two or more
persons in a single occurrence\$1,000,000.00

Recreation District certifies that the aforementioned insurance is in effect and Recreation District has provided copies of applicable insurance certificates to the School District with this Addendum.

Contracts with a total value of less than \$25,000 shall be governed by the insurance provisions contained in the original contract. If not specifically provided for in the Contract, then the insurance provisions in the Addendum shall be applicable.

13. **VENUE.** Venue shall be in the County of Eagle, State of Colorado.

14. **CONFLICT OR INCONSISTENCY.** In the event of a conflict or inconsistency between this Addendum and the Contract and any Exhibits or attachments, the provisions of this Addendum shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Addendum on the date first written above.

SCHOOL DISTRICT:

Eagle County School District RE-50J,
a school district in the State of Colorado

Signature: _____

Name: _____

Title: _____

RECREATION DISTRICT:

Mountain Recreation Metropolitan District,
a Colorado special district

Signature: _____

Name: _____

Title: _____

Sandra Mutchler, C.P.A., S.F.O.

Chief Operating Officer
sandra.mutchler@eagleschools.net



February 26, 2020

Board of Directors
Mountain Recreation

RE: Noon Basketball Program at Eagle Valley Middle School

Per a 1995 Inter Governmental Agreement between Eagle County School District, Mountain Recreation and the Town of Eagle, space for a Mountain Recreation, adult noon basketball program was provided by adding space to the planned construction of a new gym. We are now 25 years into the 50 year agreement and are requesting to have the basketball program moved to the Gypsum Recreation Center.

Times have changed and hosting the program at the school, during the school day when students are present, is putting our students and staff at risk. Safety must be a priority and limiting opportunity for access to the school is imperative.

Since the renovation of Eagle Valley Middle School and relocation of Eagle Valley Elementary, access to the gym and general student population can no longer be monitored and controlled at the needed level to provide a high level of security in the building.

We believe the program needs could easily be met at the Gypsum Recreation Center. This facility has been built since the inception of the original 1995 agreement and can more than meet the needs of the program.

Eagle County Schools is still interested and intends to continue partnering with Mountain Recreation to provide facilities for programming outside of the student contact time and are requesting the board to consider moving the noon program.

Please do not hesitate to contact me with any questions.

Regards,

Sandra Mutchler

Sandra Mutchler
Chief Operating Officer

pho: 970 328-2747 fax: 970 328-1024

web: eagleschools.net • twitter: @eagleCOSchools • facebook: eagle.schools • 948 Chambers Ave • PO Box 740 • Eagle, CO 81631



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: May 26, 2020

Agenda Item: 2020 COVID-19 Budget Work Session Follow Up

REQUEST:

Staff requests that the Town Council review follow up from the budget work session held on May 20, 2020.

INTRODUCTION:

The Town Council participated in a work session on the 2020 Budget to understand and discuss what the Town of Eagle's financial position during the global pandemic. Staff has provided revenue projections and took steps to respond to the financial crisis everyone is experiencing. Town Council review that information and gave staff guidance on priorities through 2020. A summary of that guidance and next steps are included in this memo. The Town Council will receive regular updates on the Town's financial position through this economic downturn as we learn new information.

ANALYSIS:

Town Council Guidance:

- Keep General Fund unassigned fund balance at 31%; spending approximately \$500,000 of fund balance.
- Priorities include:
 - US 6 Study utilizing devolution funding
 - Hire Permit Technician for Community Development
 - Complete community survey
 - Fund community requests
 - Complete 2020 street projects
 - Fund Town Hall improvements for council chambers
- Put dollar amounts for the scenarios in yellow in the work session memo
- Council would like a list of items that we are not going to spend in 2020
- Complete budget items in the Capital Improvement Fund and use fund balance
- Check with Slifer on the design of ERP donor wall
- Restore operating funding to the Open Space program – use fund balance and show options
- Remove the Brush Creek Enhancement funding
- Remove Sweetwater project contribution
- Use fund balance in the Conservation Trust Fund for budgeted projects

- No changes to the Enterprise Funds
- Council would like an update on MEAC status and funding which is included with this memo

Next Steps:

- Finance will bring back an updated memo reflecting the Town Council's discussion on June 9
- Town will receive updated sales tax collections for April in early June and the results will be email to the Town Council as soon as staff is notified
- Town Council should consider another budget work session in the future in July

COMMUNITY INPUT:

Community input is not required.

BUDGET / STAFF IMPACT:

There is no budget/staff impact associated with this memo.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The approach the Town Council and staff are taking to periodically assess the 2020 Budget is a good practice to ensure that everyone is being good stewards of the budget. The Town Council has a fiduciary responsibility over all funds for the Town of Eagle.

RECOMMENDED ACTION OR PROPOSED MOTION:

Give feedback on the summary of the work session follow up items.

ATTACHMENTS:

- 2020 MEAC event status

