



Town Council
Tuesday, August 11, 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. [ACCESS THE ON-LINE MEETING HERE](#)

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.*

PRESENTATIONS - 6:15 PM *Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.*

1. Eagle Business Presentation - The Assembly, Caleb and Jaimie Mackey

CONSENT AGENDA - 6:25 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 - July 28, 2020
2. Bill Pay - July 2020
3. Resolution 48, Series 2020, "A Resolution of the Town of Eagle Extending the Declared Local Disaster Emergency"
4. Resolution 49, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Authorizing Release of Funds in Escrow Due to Completion of Public Improvements for 700 Chambers Avenue Subdivision"

5. Resolution 51, Series 2020, "A Resolution Approving an Intergovernmental Agreement Between Eagle County and the Town of Eagle for the Coordinated November 3, 2020 General Election"
6. Resolution 52, Series 2020 "A Resolution of Town Council of the Town of Eagle, Colorado, Authorizing Release of Funds in Escrow Due to Completion of Public Improvements (Haymeadow)"

STAFF REPORTS - 6:30 PM *The Town Manager and department staff prepare and provide internal updates to the council.*

1. Town Manager Update
2. Department Update
 - a. Second Quarter Sales Tax Report
3. Lower Basin Water Treatment Plant

BUSINESS ITEMS - 6:40 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. LIQUOR LICENSE AUTHORITY - PUBLIC HEARING The Assembly, LLC Modification of Licensed Premises
2. Resolution 46, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Three Members to Serve on the Eagle Ranch Housing Board"
3. 2020 Proposed Ballot Questions
 - a. Ordinance 21, Series 2020, "An Ordinance of the Town Council of the Town of Eagle, Colorado Calling a Special Election for November 3, 2020, to be Coordinated With Eagle County, and Submitting Ballot Questions and Issues to Qualified Electors at the Special Election to Create a Downtown Development Authority" *Draft First Reading*
 - b. Resolution 50, Series 2020 "A Resolution of the Town Council of the Town of Eagle, Colorado Submitting Two Ballot Issues to the Registered Electors of the Town of Eagle At the November 3, 2020 Coordinated Election, to Change the Lodging Occupation Tax From \$4.00 Per Day Per Occupied Lodging Room or Accommodation to 6% of the Cost of the Rental Fee Paid, and to Increase the Town's Use Tax on Construction and Building Materials from 4% to 4.5%" *Draft First Reading*

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 7:35 PM

1. Broadway Street Repairs & Maintenance
2. Council Committee Updates
3. Castle Lodge #122 Request for Donation

ADJOURN - 7:45 PM

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



Jenny Rakow, CMC
Town Clerk



MEETING MINUTES
Town Council
Tuesday, July 28, 2020
ON-LINE MEETING

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MEETING ACCESS

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CALL TO ORDER - 6:00 PM

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

ROLL CALL

COUNCIL MEMBERS PRESENT

Matt Solomon, Andy Jessen, Mikel Kerst, Ellen
Bodenhemier, Adam Palmer, David Gaboury, Scott
Turnipseed

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
Bryon McGinnis, Public Works Director
Joey Stauffer, Police Chief
Lynette Horan, Human Resources Manager

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, Bodenhemier, Palmer, Gaboury, Turnipseed) and 0 opposed.

PUBLIC COMMENT

Clark Gundlach – Clark updated the Council on his new ski showroom and for Progression Brands in Eagle.

PRESENTATIONS

1. Hardscrabble Trails Coalition Trail Funding Request - Will's Thrills
Robert Tadlock provided information from HTC regarding Will's Thrills project.

Council Comments: inquiry on seasonal wildlife closures with BLM. HTC is working with BLM and the Town to close trails. Inquiry on which fund to use for this donation. Jill Kane provided it can come from either Open Space

or the General Fund.

MOTION: Council Member Andy Jessen motioned to approve a \$5,000.00 donation to the Hardscrabble Trails Coalition. The motion was seconded and passed with a vote of 7 in favor (Solomon, Jessen, Kerst, Bodenhemier, Palmer, Gaboury, Turnipseed) and 0 opposed.

CONSENT AGENDA

Council Comments: Nathan Lehnert Eagle County Animal Control addressed code consolidation with Eagle County communities. They are still working with everyone and hope to have a proposal by end of year for adoption.

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

1. Minutes - July 14, 2020
2. Resolution 40, Series 2020, "A Resolution Approving an Intergovernmental Agreement Between Eagle County and the Town of Eagle for the Provision of Animal Services"

STAFF REPORTS

1. Town Manager Update
Council Comments: Additional LERP language will be added to the Town's website. Discussion on alternatives for the art wall due to postponed wall improvements by Alpine Lumber. Suggestion to continue the momentum with the art wall committee and consider working with CDOT's easement to include improving the landscaping.
- a. 2020 Financial Report

Council Comments: request for year to year comparison for future reports.

BUSINESS ITEMS

1. QUASI JUDICIAL HEARING: Land Use File Number AN17-01 Red Mountain Ranch Annexation
Mayor Turnipseed opened this item.

Carrie McCool - presented this item.

Town Attorney stated Council shall limit discussion on the annexation only with no public comment as this item is limited to the petition and statutory requirements.

Council Comments: inquiry on the requirement for property owners to maintain their property through the annexation process. Matt Mire stated generally no. The next steps were outlined by Carrie McCool and include setting the public hearing for September 22nd. The development agreement has already been drafted.
- a. Resolution 41, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Accepting a

Petition For Annexation of a Parcel of Land Located in Unincorporated Eagle County and Setting a Public Hearing on the Annexation (Red Mountain Ranch)"

MOTION: Council Member David Gaboury motioned to approve Resolution 41, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Accepting a Petition For Annexation of a Parcel of Land Located in Unincorporated Eagle County and Setting a Public Hearing on the Annexation (Red Mountain Ranch)". The motion was seconded and passed with a vote of 7 in favor (Solomon, Jessen, Kerst, Bodenhemier, Palmer, Gaboury, Turnipseed) and 0 opposed.

2. QUASI JUDICIAL HEARING - PUBLIC HEARING: Land Use File Number CT20-02
Soleil Homes at Brush Creek Filing 2, Phase II, Plat to re-subdivide lot 16 into duplex lots 16-A and 16-B
Peyton Heitzman presented this item.

Council Comments: confirmation that conditions were included in the Resolution.

Mayor Turnipseed opened this item for public comment. There was no public comment.

- a. Resolution 42-2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Final Plat for Lot 16, Soleil Homes at Brush Creek Filing 2, Phase II"

MOTION: Council Member Andy Jessen motioned to approve Resolution 42-2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Final Plat for Lot 16, Soleil Homes at Brush Creek Filing 2, Phase II". The motion was seconded and passed with a vote of 7 in favor (Solomon, Jessen, Kerst, Bodenhemier, Palmer, Gaboury, Turnipseed) and 0 opposed.

3. Mobile Vending Ordinance and Resolution to Adopt Mobile Vending Permit Fee
Bill Shrum presented this item.

Council Comments: inquiry on mobile vending only being allowed 5 days a week. Bill explained that the River Park will be considered long term and issued a mobile vending permit. This Ordinance will apply to short term locations and must only move after five days. Inquiry on the mobile vending fee. Bill provided that this is the same amount we currently charge for encroachment permits. Discussion on ordinance language and whether it should be included in the permit language as a policy for issuance. Brandy Reitter provided that the Ordinance language is intended to relate to enforcement and using code language to back up any issues related to violations. Confirmation that this will not apply to events with mobile vendors. Discussion on the start time for mobile vending and request to change to 6:00 a.m. operation start time.

- a. Ordinance 14, 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, to Allow Mobile Vending in Designated Areas within the Town"

MOTION: Council Member Matt Solomon motioned to approve Ordinance 14, 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, to Allow Mobile Vending in Designated Areas within the Town" with the change to Section 5.17.060 G. Mobile food vendors shall only operate between the hours of 6:00 a.m. to 9:00 p.m. The motion was seconded and passed with a vote of 7 in favor (Solomon, Jessen, Kerst, Bodenhemier, Palmer, Gaboury, Turnipseed) and 0 opposed.

- b. Resolution 43, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Amending the Fee Schedule Concerning Mobile Vending"

MOTION: Council Member Matt Solomon motioned to approve Resolution 43, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Amending the Fee Schedule Concerning Mobile Vending". The motion was seconded and passed with a vote of 7 in favor (Solomon, Jessen, Kerst, Bodenheimier, Palmer, Gaboury, Turnipseed) and 0 opposed.

4. Open Space and Recreation Advisory Committee Proposal

Ellen Bodenheimier presented this item.

Council Comments: request to include one council member as a liaison, Ellen stated she will be the council liaison. Inquiry on whether objectives will include parks and recreation in addition to open space. The intent is that parks and recreation will be included, although programming and maintenance will not. Bylaws will be created once the committee is formed. The intent is to have 5-7 committee members total. Inquiry on whether members should be Eagle residents, confirmation that it will include only Eagle residents. Staff will also assist the committee and will be within the Open Space Department. Phil Kirkman, Ernest Saeger, and Jessica Foulis spoke in support of the committee and their partnership to support it.

MOTION: Mayor Scott Turnipseed motioned to approve Resolution 44, Series 2020 A Resolution of the Town Council of the Town of Eagle, Colorado Establishing the Open Space and Recreation Advisory Committee. The motion was seconded and passed with a vote of 7 in favor (Solomon, Jessen, Kerst, Bodenheimier, Palmer, Gaboury, Turnipseed) and 0 opposed.

5. Open Space Staffing Proposal

Brandy Reitter presented this item.

Council Comments: Discussion on waiting for the ballot question to be addressed before allocating funds for the position. Discussion on wage level. Jill Kane provided that this is the current hourly rate and is above the mid-point and was used for budget purposes. Council discussed the goal of funding open space activities with a funding stream. Concerns regarding tax revenue being able to do so. Further discussion on placing staff salary into the general fund. Staff requested direction to start advertising for a full-time position with not to exceed salary and benefit a total of \$134,000.00. Further discussion will take place on whether a variance is necessary to accommodate the salary of this position from the general fund.

MOTION: Council Member Adam Palmer motioned to direct staff to advertise for the Open Space position not to exceed \$134,000. The motion was seconded and passed with a vote of 7 in favor (Solomon, Jessen, Kerst, Bodenheimier, Palmer, Gaboury, Turnipseed) and 0 opposed.

6. Review of Current Available MEAC and Community Events and Program Funds

Brian Hall presented this item.

Council Comments: Discussion on whether the council should delegate decision making to Brian Hall and Brandy Reitter on the remaining amounts available for events and community funding using the process outlined by Brian Hall. A further discussion that MEAC should make event funding recommendations and allow staff to approve and implement those on behalf of the Council.

MOTION: Council Member Matt Solomon motioned to direct staff to work with MEAC on recommendations for funding event applications with the remaining \$24,000.00 and direct staff to review and approve community funding requests with the remaining \$12,000.00. The motion was seconded and passed with a vote of 7 in

favor (Solomon, Jessen, Kerst, Bodenheimier, Palmer, Gaboury, Turnipseed) and 0 opposed.

7. 2020 Lodging Tax Ballot Proposal

Brandy Reitter presented this item.

Council Comments: discussion on placing salaries for open space and events in general fund. Discussion on placing a ballot question on the ballot for voters to consider changing from per night tax to percentage, what percentage to use for a lodging tax and whether to continue to include both events, marketing and open space as recipients of the lodging tax.

MOTION: Council Member Andy Jessen motioned to Direct Staff to set a ballot question on the November ballot, prepare the ballot language for approval by the Council, change the lodging tax from a per night occupation tax to a 6% percent tax per night and retain the original ballot language that includes revenue from the tax be for events, marketing and open space. The motion was seconded and passed with a vote of 6 in favor (Solomon, Jessen, Kerst, Bodenheimier, Palmer, Turnipseed) and 1 opposed (Gaboury).

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

1. Standing Work Sessions

Staff requested the Council choose a standing work session day and time to schedule upcoming items. Council chose the first Tuesday of the month from 4-6 p.m.

2. Council Committee Updates

Council Member Jessen requested staff provide strategy for communication regarding short term rentals and mobile vendors with regard to recent Ordinances.

3. 4H and Community Food Bank Funding Request

Update to the Council, Mayor Turnipseed and Council Member Bodenheimier purchased a 4H animal to donate to the foodbank.

EXECUTIVE SESSION (Not held)

ADJOURN - 8:35 PM

Approved:

Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk

**BILL SCHEDULE
JULY 2020**

GENERAL FUND

Town Council

Colorado Mtn. News Media	Legal Notices	\$	217.00
Frost Creek	Meeting Expense		791.52
Total Town Council		\$	1,008.52

General Government

Meritain Health	Health Insurance Claims	\$	1,909.91
Cintas Corporation	Office Supplies		13.64
Amazon Marketplace	Office Supplies		16.12
Hoffman, Parker, Wilson & Carberry PC	Legal - General		9,847.50
Mammoth Networks	Computer Support		421.67
Total General Government		\$	12,208.84

General Administration

Jeffery Or Laurra Barthuly	Utility Refund	\$	154.89
Van Beek, Carrie Or James	Utility Refund		138.75
Greater Eagle Fire Protection Dist.	Fire Impact Fees		24,037.57
Colorado State Treasurer	State Unemployment Payable		2,628.25
Hartford, The	Disability Insurance		1,626.68
Meritain Health	Health & Life Ins. Payable		34,333.45
MetLife	Vision Insurance Payable		648.77
Colorado Department Of Revenue	Misc Deductions Payable		450.00
Mena-Espino, Yohenia	Facility Usage Deposit Payable		750.00
Rosenkrantz, Sam	Facility Usage Deposit Payable		750.00
Meritain Health	Health Insurance Claims		4,661.67
Cintas Corporation	Office Supplies		77.32
Costco	Office Supplies		19.08
Federal Express Corp.	Communication & Transportation		18.85
Municipal Code Corporation	Communication & Transportation		15.74
Colorado Mtn. News Media	Legal Notices		681.22
MailChimp	Dues & Subscriptions		71.58
Century Link	Utility Services		1,037.21
Chase Paymentech	C.C. Transaction Fees		1,436.50
Xpress Bill Pay	C.C. Transaction Fees		705.29
Municipal Code Corporation	Professional Admin Services		2,869.00
Hoffman, Parker, Wilson & Carberry PC	Legal		858.00
CGFOA	Tuition & Books		40.00
Colorado Municipal Clerks Assoc.	Tuition & Books		20.00
Cirsa	Insurance - Pavilion		148.45
Total General Administration		\$	78,178.27

Community Development

Meritain Health	Health Insurance Claims	\$	6,366.35
Fleet Services	Gas & Oil		65.13
Certified Mail Envelope	Communication & Transportation		9.54
Colorado Mtn. News Media	Legal Notices		57.98
Colo Dept of Revenue Mtr Vehicle	Dues & Subscriptions		11.08
Century Link	Utility Services		180.18
McCool Development Solutions, LLC	Professional Services		1,644.50
Advanced Engineering & Environmental Svc	Planning Reimbursable		4,302.50
Colorado Mtn. News Media	Planning Reimbursable		81.36
Garfield & Hecht, P.C.	Planning Reimbursable		2,082.50
Hoffman, Parker, Wilson & Carberry PC	Planning Reimbursable		4,275.00
Kumar & Associates Inc	Planning Reimbursable		548.00
Garfield & Hecht, P.C.	Legal		292.50
Hoffman, Parker, Wilson & Carberry PC	Legal		409.50
JHW Plan Review Services	Contract Services		6,494.71
Town Of Gypsum	Contract Services		1,477.51
Total Community Development		\$	28,298.34

Municipal Court

Meritain Health	Health Insurance Claims	\$	190.99
Carlson, Edwards & O'Connor P.C.	Legal		900.00
Justice Systems	Computer Support		1,205.00
Ace Security And Safety Services LLC	Contract Payments		96.00
High Country Copiers	Contract Payments		38.19
Total Municipal Court		\$	2,430.18

Streets

Meritain Health	Health Insurance Claims	\$	7,257.64
Quill Corporation	Office Supplies		18.78
Alpine Lumber Co.	Repair & Maintenance Supplies		47.75
Tapco	Repair & Maintenance Supplies		3,599.35
United Rentals (North America) Inc	Repair & Maintenance Supplies		45.24
Wear Parts & Equip Co, Inc	Repair & Maintenance Supplies		1,190.50
Western Slope Trailer Sales	Repair & Maintenance Supplies		143.22
Wylaco Supply Co	Repair & Maintenance Supplies		64.96
Glenwood Springs Ford	Vehicle Repair & Maintenance Supplies		82.30
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies		2,654.31
Collett Enterprises	Gas & Oil		441.28
Fleet Services	Gas & Oil		952.47
Tapco	Communication & Transportation		530.00
Two Valley Tire LLC	Communication & Transportation		100.00
Western Slope Trailer Sales	Communication & Transportation		38.18
Colo Dept of Revenue Mtr Vehicle	Dues & Subscriptions		11.08
Century Link	Utility Services		811.31
Holy Cross Energy	Utility Services		51.74
Verizon Wireless, Bellevue	Utility Services		337.29

Streets (Cont.)

Eagle County Solid Waste & Recycling	Repair & Maintenance Services	668.56
Safety-Kleen Systems, Inc.	Repair & Maintenance Services	144.72
Two Valley Tire LLC	Repair & Maintenance Services	145.00
Total Streets	\$	19,335.68

Public Safety

Meritain Health	Health Insurance Claims	\$ 16,807.17
Amazon	Office Supplies	313.42
U-Line	Office Supplies	120.27
Vista Print	Office Supplies	338.29
Easykeys.com	Operating Supplies	61.54
Kinsco	Uniforms	159.98
Gypsum Eagle Ace Hardware	Vehicle Repair & Maintenance Supplies	55.64
Two Valley Tire LLC	Vehicle Repair & Maintenance Supplies	523.52
Fleet Services	Gas & Oil	2,199.57
Federal Express Corp.	Communication & Transportation	126.27
U-Line	Communication & Transportation	61.57
Vista Print	Communication & Transportation	40.07
Amazon Prime	Dues & Subscriptions	113.59
AT&T Mobility	Utility Services	1,257.47
Century Link	Utility Services	654.46
Greater Eagle Fire Protection Dist.	Professional Services	1,161.32
Hoffman, Parker, Wilson & Carberry PC	Legal	331.50
Big Steve's Towing & Recovery LLC	Repair & Maintenance Services	685.00
White Water Express Carwash	Repair & Maintenance Services	209.67
Atlas Business Solutions, Inc	Computer Support	300.00
Technovia Consulting	Computer Support	2,315.25
Lexipol LLC	Training & Travel - Grants	1,940.00
Colorado Mountain College	Tuition & Books	4,359.56
Dolan Consulting Group	Tuition & Books	462.96
PRI Management Group	Tuition & Books	142.23
Eagle County Animal Control	Animal Control	10,540.00
Paperwise	Contract Payments	343.64
Xerox Financial Services LLC	Contract Payments	381.06
Lexipol LLC	Lexipol Policy	2,470.00
Cirsa	Insurance Claim	1,485.20
Total Public Safety	\$	49,960.22

Buildings and Grounds

Meritain Health	Health Insurance Claims	\$ 4,774.77
Quill Corporation	Office Supplies	18.80
Alpine Lumber Co.	Repair & Maintenance Supplies	240.01
Cornerstone Creek Masonry, Inc	Repair & Maintenance Supplies	7,000.00
G H Daniels III & Associates	Repair & Maintenance Supplies	504.00
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	33.80
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	265.85

Buildings and Grounds (Cont.)

Paint Bucket	Repair & Maintenance Supplies	25.90
Pet Pick-Ups	Repair & Maintenance Supplies	2,380.00
Van Diest Supply Co	Repair & Maintenance Supplies	969.50
Wylaco Supply Co	Repair & Maintenance Supplies	22.46
Collett Enterprises	Gas & Oil	441.28
Eagle Sinclair	Gas & Oil	47.36
Fleet Services	Gas & Oil	485.49
Home Depot Pro	Janitorial Supplies	889.21
G H Daniels III & Associates	Communication & Transportation	75.00
Pet Pick-Ups	Communication & Transportation	296.38
Black Hills Energy	Utility Services	1,044.97
Century Link	Utility Services	1,605.07
Holy Cross Energy	Utility Services	521.31
Verizon Wireless, Bellevue	Utility Services	506.63
Jerry-master Janitorial	Janitorial Maintenance Contracts	2,158.00
Avalanche Property Maintenance	Repair & Maintenance Services	67.50
Cornerstone Creek Masonry, Inc	Repair & Maintenance Services	4,000.00
Eagle County Historical Society	Repair & Maintenance Services	5,000.00
Pye-Barker Fire & Safety LLC	Repair & Maintenance Services	70.00
Vail Honeywagon	Repair & Maintenance Services	761.00
G H Daniels III & Associates	Contract Payments	4,000.00
Superior Alarm & Electronics	Contract Payments	399.00
Thyssenkrupp Elevator Corp.	Contract Payments	659.85
Total Buildings & Grounds		\$ 39,263.14

Information Center

Century Link	Utility Services	\$ 201.91
Total Information Center		\$ 201.91

Marketing & Events

Meritain Health	Health Insurance Claims	\$ 1,273.27
Google Storage	Dues & Subscriptions	1.90
City Market	Event Production	34.49
Moe's Original BBQ	Event Production	86.18
Pazzo's Pizzeria	Event Production	46.77
Total Marketing & Events		\$ 1,442.61

Engineering

Meritain Health	Health Insurance Claims	\$ 1,952.35
Quill Corporation	Office Supplies	11.54
Quill Corporation	Office Supplies	7.25
Fleet Services	Gas & Oil	133.31
Verizon Wireless, Bellevue	Utility Services	203.01
Verizon Wireless, Bellevue	Utility Services	143.87
Hoffman, Parker, Wilson & Carberry PC	Legal	97.50
Total Engineering		\$ 2,548.83

TOTAL GENERAL FUND		\$ 234,876.54
CAPITAL IMPROVEMENTS FUND		
Eagle Ranch Creekside, LLC	Use Tax Refund	\$ 5,657.37
Wynton Homes	Use Tax Refund	1,762.82
Uptown Services LLC	Project THOR	5,000.00
Total CAPITAL IMPROVEMENTS FUND		\$ 12,420.19
WASTE WATER FUND		
Meritain Health	Health Insurance Claims	\$ 5,593.90
Faris Machinery	Repair & Maintenance Supplies	441.93
Nordic Refrigeration	Repair & Maintenance Supplies	27.73
Fleet Services	Gas & Oil	59.66
Faris Machinery	Communication & Transportation	20.00
Federal Express Corp.	Communication & Transportation	164.04
Nexttrust Inc	Communication & Transportation	338.04
Black Hills Energy	Utility Services	216.37
Century Link	Utility Services	1,094.13
Verizon Wireless, Bellevue	Utility Services	405.31
Veris Environmental LLC	Sludge Disposal	4,930.09
Nordic Refrigeration	Repair & Maintenance Services	321.00
Eagle River Water & Sanitation District	Testing & Permits	2,350.00
SGS North America Inc	Testing & Permits	1,012.34
Rocky Mtn Environmental Assoc	Travel Expense	(167.05)
Rocky Mtn Environmental Assoc	Tuition & Books	(381.82)
American Mechanical Services	Contract Payments	808.00
Cirsa	Insurance Claim	1,482.94
US Bank	2007 WW Loan	316,602.00
US Bank	Debt Service Interest	67,478.75
US Bank	Debt Service Admin Fee	46,023.65
Total WASTE WATER FUND		\$ 448,821.01
WATER FUND		
Susan Weintraub	Tap Fees Refund	\$ 1,394.73
Meritain Health	Health Insurance Claims	6,472.46
Quill Corporation	Office Supplies	18.79
DPC Industries, Inc.	Operating Supplies	180.00
360 Civil, Inc.	Repair & Maintenance Supplies	1,704.00
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	32.95
USA Bluebook	Repair & Maintenance Supplies	62.05
Valley Electric Supply Inc	Repair & Maintenance Supplies	3,108.00
Fleet Services	Gas & Oil	389.75
Core & Main LP	Meters & Related Items/Resale	7,164.40
Core & Main LP	Communication & Transportation	128.60
Federal Express Corp.	Communication & Transportation	27.40
Nexttrust Inc	Communication & Transportation	338.05

WATER FUND (Cont.)

USA Bluebook	Communication & Transportation	8.93
Colorado Mtn. News Media	Legal Notices	259.26
Garfield & Hecht, P.C.	Legal Notices	214.92
AmeriGas	Utility Services	624.02
Century Link	Utility Services	2,548.59
Holy Cross Energy	Utility Services	2,121.10
Verizon Wireless, Bellevue	Utility Services	664.32
Brendle Group Inc	Professional Services	375.00
Garfield & Hecht, P.C.	Legal	394.50
360 Civil, Inc.	Repair & Maintenance Services	2,385.00
Hobbs Excavating	Repair & Maintenance Services	8,490.00
Thompson Welding	Repair & Maintenance Services	372.00
Vail Honeywagon	Repair & Maintenance Services	412.81
Eagle River Water & Sanitation District	Testing & Permits	175.00
Colorado Water Certified Professionals	Tuition & Books	47.73
Hoffman, Parker, Wilson & Carberry PC	Tank Replacement	78.00
Ground Engineering Consultants	Lower Basin Water Treatment	1,580.00
MWH Constructors Inc.	Lower Basin Water Treatment	1,892,354.00
Schmueser, Gordon, Meyer Inc.	Lower Basin Water Treatment	66,625.45
US Bank	2018 Water Revolving Loan	316,660.00
US Bank	Debt Service Interest	93,525.00
US Bank	Debt Service Admin Fee	84,209.41
Total WATER FUND		\$ 2,495,146.22

REFUSE FUND

Nexttrust Inc	Communication & Transportation	\$ 338.04
Vail Honeywagon	Repair & Maintenance Service	103.00
Vail Honeywagon	Contract Services	48,745.08
Total REFUSE FUND		\$ 49,186.12

STCIF

McDowell Engineering, LLC	Professional Services	\$ 700.00
Buchanan Sperline & Holleman PC	Legal	2,200.00
Garfield & Hecht, P.C.	Legal	1,131.00
Hoffman, Parker, Wilson & Carberry PC	Legal	100.00
Wylaco Supply Co	Town Park Improvements	793.84
Nv5, Inc	Construction	4,116.00
Total STCIF		\$ 9,040.84

OPEN SPACE FUND

Meritain Health	Health Insurance Claims	\$ 38.20
Alpine Lumber Co.	Repair & Maintenance Supplies	148.49
Fleet Services	Gas & Oil	110.54
Vail Honeywagon	Repair & Maintenance Services	249.26
Mountain Pest Control, Inc.	Weed & Pest Control	1,050.00
Eagle County	Acquisitions - Ridgeway	10,000.00
Total OPEN SPACE FUND		\$ 11,596.49
Total		\$ 3,261,087.41
Payroll		\$ 299,906.79
Grand Total		\$ 3,560,994.20



To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: August 11, 2020

Agenda Item: Resolution 48, Series 2020, "A Resolution of the Town of Eagle Extending the Declared Local Disaster Emergency"

REQUEST: Staff is requesting that the Town Council review a proposal to extend the Local Disaster Emergency through September 11, 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. The declaration has to be extended every 30 days.

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 CONSENT AGENDA.

ATTACHMENTS:

1. 48 Emergency Cont-Reso

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 48
(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, D 2020 058, D 2020 076, D 2020 109 and D 2020 126 the Governor of the State of Colorado amended and extended the State's emergency declaration until August 8, 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 August 11, 2020 the declaration of a disaster emergency in and for the Town of Eagle, a copy of which is attached, is extended to September 11, 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 AUGUST 11, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

ORDER DECLARING A LOCAL DISASTER EMERGENCY IN AND FOR
THE TOWN OF EAGLE, COLORADO

WHEREAS, the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, *et seq.* (the "Act"), provides procedures for statewide and local prevention of, preparation for, response to, and recovery from disasters and emergencies;

WHEREAS, pursuant to the Act, an "emergency" is an unexpected event that places life or property in danger and requires an immediate response through the use of state and community resources and procedures, and an "emergency epidemic" is cases of an illness or condition, communicable or noncommunicable, caused by bioterrorism, pandemic influenza, or novel and highly fatal infectious agents or biological toxins;

WHEREAS, pursuant to C.R.S. § 24-33.5-709, a local disaster emergency may be declared unilaterally by the principal executive officer of a political subdivision, here the Mayor;

WHEREAS, pursuant to C.R.S. § 24-33.5-709, the declaration activates the response and recovery aspects of any applicable disaster emergency plans and authorizes the furnishing of aid and assistance under such plans;

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1) the declaration of a local emergency shall not be continued beyond a period of 7 days or removed except by action of the Board of Trustees;

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1), any order declaring, continuing, or terminating a local disaster "shall be given prompt and general publicity and shall be filed promptly with the shall be filed promptly with the county clerk and recorder, the clerk...and with the office of emergency management"; and

WHEREAS, because of the COVID-19 pandemic, which was recognized by the Governor of the State of Colorado on March 10, 2020, the Town is suffering and has suffered a disaster emergency as defined in the Act.

NOW, THEREFORE, IT IS HEREBY ORDERED, on this 15th day of March, 2020, that a disaster emergency is declared in and for the Town of Eagle, Colorado, beginning on this day and ending the March 22, 2020, unless extended by action of the Board of Trustees.

IT IS FURTHER ORDERED that this Order shall be given prompt and general publicity, filed immediately with the Town Clerk, and a copy of it shall be sent to the Eagle County Clerk and Recorder and the Colorado Office of Emergency Management.

TOWN OF EAGLE, COLORADO



Anne McKibbin, Mayor

ATTEST:


Jenny Rakow, Town Clerk



To: Mayor and Town Council

From:

Date: August 11, 2020

Agenda Item: Resolution 49, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Authorizing Release of Funds in Escrow Due to Completion of Public Improvements for 700 Chambers Avenue Subdivision"

REQUEST:

BACKGROUND:

ANALYSIS:

COMMUNITY INPUT:

BUDGET / STAFF IMPACT:

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED:

RECOMMENDED ACTION OR PROPOSED MOTION:

ATTACHMENTS:

1. Staff Memo w Attachments (1)



To: Mayor and Town Council

From: Peyton Heitzman, Planner I
Dennis Wike, Town Engineer

Date: August 11, 2020

Agenda Item: Resolution 49, Series 2020, A resolution authorizing release of funds in escrow due to completion of public improvements for 700 Chambers Avenue Subdivision

REQUEST:

Staff is requesting Town Council review and approve Resolution 49, Series 2020 to release the remaining funds held in escrow for the performance guarantee for 700 Chambers Avenue Subdivision.

INTRODUCTION:

On June 24, 2014, the Town entered into a Development Agreement (Agreement) with the Developer of 700 Chambers Avenue Subdivision. The Agreement required the Developer to provide a performance guarantee for public improvements in the amount of \$55,619.00. On February 2, 2017, the Town Council approved Resolution 14, Series 2017 approving the release of funds except for an amount equal to 10% (\$5,562.00) of the total cost of public improvements for a 24-month warranty period.

ANALYSIS:

With the expiration of the 24-month warranty period, staff is requesting the Town Council disperse the remaining funds from escrow by approving this Resolution No. 49, Series 2020. The Town Engineer has provided a certification of final acceptance of public improvements for the 700 Chambers Avenue Subdivision.

COMMUNITY INPUT:

None required.

BUDGET / STAFF IMPACT:

Releasing escrow funds has no budget impact as it is a liability to the Town and not a revenue or expense.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Major Objective #5 – Stimulate Economic Vitality and Development
Major Objective #8 – Improve Housing Availability and Affordability

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** adoption of Resolution 49, Series 2020, “A resolution of the Town Council of the Town of Eagle, Colorado, authorizing the release of funds in escrow due to completion of public improvements”

ATTACHMENTS:

- Resolution 49, Series 2020
- Town Engineer Certificate of Final Acceptance

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 49
(Series of 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
AUTHORIZING RELEASE OF FUNDS IN ESCROW DUE TO THE COMPLETION OF
PUBLIC IMPROVEMENTS FOR THE 700 CHAMBERS AVENUE SUBDIVISION

WHEREAS, on June 24, 2014 the Town approved a Subdivision Final Plat for the 700 Chambers Avenue Subdivision, Town of Eagle, County of Eagle, State of Colorado and entered into a Development Improvements Agreement with Chambers 700 LLC ("Developer"), which required an escrow of funds to guarantee the completion of certain public improvements for the development;

WHEREAS, on February 14, 2017, by Resolution 14, Series 2017, the Town authorized the disbursement to Developer of all remaining funds except \$5,562, an amount equal to 10% of the total actual cost for construction and installation of the required public improvements, with the remaining funds to be held in escrow for 24 months, to secure the warranty on such public improvements; and

WHEREAS, the warranty period has expired; and

WHEREAS, the Town Engineer has inspected the Project as of July 13, 2020 and found no deficiencies in the completed public improvements, and has recommended authorizing the release of remaining funds in escrow.

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

Section 1. The Town Council hereby authorizes the release of \$5,620 to Developer from the escrow account for the 700 Chambers Avenue Subdivision.

INTRODUCED, READ, PASSED AND ADOPTED ON August 11, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



CERTIFICATION OF FINAL ACCEPTANCE OF PUBLIC IMPROVEMENTS AND OTHER
REQUIRED DEVELOPMENT IMPROVEMENTS FOR 700 CHAMBERS AVENUE SUBDIVISION,
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

Dennis C. Wike, Town Engineer, on behalf of the Town of Eagle, hereby certifies the following:

1. All public and other development improvements have been completed in accordance with the Development Improvements Agreement. The public improvements were inspected and approved in a 2nd day of February, 2017 Certification.
2. In the 2nd day of February, 2017 Final Acceptance Certification the Town of Eagle Development Improvements Escrow and Disbursement Agreement between the Town and Developer the Town authorized the Escrow Agent to disburse to the Developer all remaining funds except an amount equal to ten percent (10%) of the total actual cost for construction and installation of the required improvements.
3. In Resolution No. 14, (Series of 2017) dated 14th day of February, 2017 page 2, Section 2 The Town authorized the disbursement of all funds except \$5,562.00, an amount equal to ten percent (10%). The Resolution No 14 further states "Such remaining funds shall be retained by Escrow Agent for a period of twenty-four (24) months from the date of this Resolution to secure the warranty on such public improvements".
4. Since the twenty-four (24) month period has passed and the remaining Escrow amount was not needed, this Final Acceptance Certification and Resolution No. 14 allows the Town to disburse to the Developer the remaining ten percent (10%) in the amount of \$5,562.00 in accordance with the Development Agreement.

Dated this 13th day of July, 2020.

TOWN OF EAGLE, COLORADO, a
municipal corporation

By

Dennis C. Wike, Town Engineer



To: Mayor and Town Council

From: Jenny Rakow, Town Clerk

Date: August 11, 2020

Agenda Item: Resolution 51, Series 2020, "A Resolution Approving an Intergovernmental Agreement Between Eagle County and the Town of Eagle for the Coordinated November 3, 2020 General Election"

REQUEST: Staff requests that the Town Council consider adopting Resolution 51, Series 2020 to participate in the November 3, 2020 Coordinated Election with Eagle County.

BACKGROUND: The Town Council has indicated its desire to present ballot issues to the registered voters in the Town of Eagle. This will be a special election for the Town and it has been expressed by the Council to hold this as a coordinated election to be executed by the Eagle County Clerk, Regina O'Brien as the Designated Election Official.

ANALYSIS: The Town has participated with Eagle County in several coordinated elections as needed. Coordinating an election with the County allows the Town to present ballots to registered voters during the general election cycle. This will be a mail in ballot, pursuant to the statutes governing these elections.

Generally there is great financial benefit to the Town to coordinate an election, as costs are reduced when these are conducted with the County. Reduced costs are related to preparing the ballot, printing and mailing, in addition to the training and payment for election judges.

The County has been a reliable and excellent partner with regards to elections and has a fulltime election staff dedicated to overseeing this important function of government. Eagle County has heavily invested in election supplies and technology to meet or exceed the requirements of Statutes and best practices.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: The cost estimate for this is \$2,000.00 and would come from the General Fund.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: Elections are an integral municipal function. All elections are conducted to uphold our business values and to enable the Town to pursue its strategic plan.

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION TO APPROVE THE CONSENT AGENDA.

ATTACHMENTS:

1. 51 Resolution Election IGA

RESOLUTION NO. 51

(Series 2020)

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN EAGLE
COUNTY AND THE TOWN OF EAGLE FOR THE COORDINATED NOVEMBER 3, 2020
GENERAL ELECTION**

WHEREAS, the Town desires to contract with the County for the performance of the described Services in the attached Exhibit "A" on the terms and conditions set forth therein; and

WHEREAS, the County agrees to perform such Services on the terms and conditions set forth in Exhibit "A"; and

WHEREAS, this Intergovernmental Agreement is authorized pursuant to Section 29-1-201 and 30-11-101, Colorado Revised Statutes, as amended, and Article XIV, Section 18, of the Colorado Constitution.

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

The Council approves an Intergovernmental Agreement with Eagle County for the provision of animal services attached as Exhibit "A" and directs the Town Clerk to sign as the Designated Election Official on behalf of the Town.

RESOLVED, APPROVED AND ADOPTED THIS 11TH DAY OF AUGUST 2020.

TOWN OF EAGLE, COLORADO

BY: _____
Mayor, Scott Turnipseed

ATTEST:

Town Clerk, Jenny Rakow

**Intergovernmental Agreement
Between the Eagle County Clerk and Recorder and
THE TOWN OF EAGLE
Concerning Tuesday, November 3, 2020 General Election**

THIS Intergovernmental Agreement between the Eagle County Clerk and Recorder and
THE TOWN OF EAGLE concerning the Tuesday, November 3, 2020 General
Election is made on AUGUST 11, 2020.

RECITALS

WHEREAS, pursuant to C.R.S. § 1-7-116 (1) (a) the Clerk will serve as the coordinated election official for the General Election, and in accordance with state law, will conduct the General Election on behalf of all participating political subdivisions having jurisdiction within the boundaries of Eagle County; and

WHEREAS, C.R.S. § 1-7-116 (2) requires each political subdivision for which the Clerk will conduct the General Election to enter into an agreement with the Clerk concerning the conduct of the General Election, to be signed no later than 70 days prior to the scheduled election; and

WHEREAS, the Political Subdivision intends to submit a ballot issue at the General Election; and

WHEREAS, the County Clerk and the Political Subdivision wish to clarify their responsibilities and memorialize their agreement with respect to the conduct of the General Election.

NOW THEREFORE, in consideration of the above premises and the promises contained herein, the parties agree as follows:

I. Coordinated and Designated Election Officials

- A.** Except as otherwise provided in this section, the Eagle County Clerk and Recorder (“Clerk”) shall act as the *Coordinated Election Official* for the conduct of the Election for the Political Subdivision for all matters in the Uniform Election Code which require action by the Coordinated Election Official.

- B.** The Political Subdivision shall name a *Designated Election Official (“DEO”)* who shall act as the primary liaison between the Political Subdivision and the Clerk. Nothing herein shall be deemed or construed to relieve the Clerk or the Governing Body of the Political Subdivision from their official responsibilities for the conduct of the Election.

C. Jurisdictional Limitation

This Agreement shall apply only to the portion of the Political Subdivision within the boundaries of Eagle County.

D. Clerk’s Contact Officer

The Clerk hereby designates Stacey Jones, Eagle County Chief Deputy Clerk and Recorder (stacey.jones@eaglecounty.us; phone 970-328-8726), as the “Contact Officer” to act as the Clerk’s primary liaison with the Political Subdivision for all purposes relating to the Election. The Contact Officer shall act under the authority of the Clerk.

II. Clerk Responsibilities

The Clerk will perform all duties in substantial compliance with applicable provisions of the Election Code of 1992, Colorado Title 1, C.R.S. as amended (“Election Code”); the Election Rules promulgated by the Colorado Secretary of State, as amended; and policy directives of the Colorado Secretary of State, if applicable.

A. Preparation for Election

1. The Clerk hereby provides the Political Subdivision with a Street Locator Report (Appendix B), listing all residential street addresses situated within the Political Subdivision’s boundaries, as currently configured in Colorado’s statewide voter registration database (“SCORE”).
2. The Clerk shall manage all voter registration records and correspondence.
3. The Clerk shall supply, deliver, and set-up all voting equipment and other items necessary to conduct the Election.
4. The Clerk shall appoint eligible electors as election judges, arrange for their compensation, and provide election judge training in advance of the Election.
5. The Clerk shall include on the ballot all content timely certified by the Political Subdivision in accordance with law; contract for the printing of ballots, ballot envelopes, and other printed materials reasonably necessary to conduct the Election; and arrange for payment to the printing vendor(s).

6. The Clerk shall publish and post a notice of election as required by 1-5-205 C.R.S. in the *Eagle Valley Enterprise*, the *Vail Daily*, the *Aspen Times Weekly*, and *El Montanes* no later than twenty (20) days prior to the Election.
7. The Clerk shall perform all required acceptance testing, hardware diagnostic testing, and logic and accuracy testing of Eagle County's voting system and components in substantial compliance with Conditions of Use applicable to Eagle County's voting system as certified by the Colorado Secretary of State.

B. Conduct of Election

1. The Clerk shall designate the proper number and locations of voter service and polling centers. All voting locations will be accessible to voters with disabilities.
2. The Clerk shall provide for the security and processing of all mail ballots and for the verification of electors' signatures on the self-affirmation printed on the mail ballot return envelopes.
3. The Clerk shall issue mail ballots and electronic transmission ballots to and accept voted mail and electronic transmitted ballots from military and overseas voters in substantial compliance with the deadlines and delivery methods mandated by applicable provisions of federal and state law, including the Uniformed and Overseas Citizens Absentee Voting Act, all as amended.
4. The Clerk shall conduct the required post-election risk limiting audit.
5. The Clerk shall conduct any mandatory or permissive recount.
6. The Clerk shall appoint canvas board and risk limiting audit board members, oversee the conduct of the canvass and risk limiting audit, and certify official results of the Election.
7. The Clerk shall provide an official Certification of Election to the Political Subdivision after the official close of the Election. Any additional Certificates of Election which are required by law to be forwarded to another division of government shall be the responsibility of the Political Subdivision.
8. The Clerk shall preserve all election records relating to the Election for at least twenty-five months pursuant to 1-7-802 C.R.S.
9. The Clerk shall be the final decision maker on any substantive and procedural issues regarding the conduct of the Election.

C. Ballot Issue Notice (“TABOR Notice”)

1. The Clerk shall prepare and mail a combined ballot issue notice in substantial compliance with Article X, Section 20 of the Colorado Constitution (“TABOR”) and applicable provisions of the Election Code and Election Rules. As nearly as practicable, the notice shall be in the order the ballot issues will appear on the ballot.
2. The Clerk shall mail the ballot issue notice not less than thirty (30) days prior to the Election, pursuant to Colorado Constitution Article X, Section 20(3)(b) and 1-1-106 C.R.S. The Clerk shall determine the least cost method for mailing the ballot issue notice, but at a minimum, the ballot issue notice shall be addressed and mailed to eligible voters at each address in Eagle County where one or more registered voters of the Political Subdivision and of any other participating entity resides. Nothing herein shall preclude the Clerk from mailing the TABOR Notice to persons other than voters of the Political Subdivision if such mailing arises from the Clerk's efforts to mail the combined TABOR Notice for all participating entities at the least cost.

III. Political Subdivision Responsibilities

A. Contact Liaison

1. The Political Subdivision shall identify a “Designated Election Official” (DEO) to act as a liaison between the Political Subdivision and the Clerk/Contact Officer. The DEO shall be responsible for the final approval of ballot content and TABOR Notice content. **To meet statutory and printing deadlines, the DEO shall respond to all Election-related written correspondence, electronic correspondence, phone calls, or any other communication from the Clerk/Contact Officer as soon as possible and no later than 12 hours from the time of delivery by the Clerk/Contact Officer.** If the DEO cannot respond within 12 hours, an alternative official may respond on the DEO's behalf. Failure to respond to correspondence within 12 hours shall constitute approval allowing the Clerk to move forward.
2. The Political Subdivision has designated JENN RAKOW, TOWN CLERK
whose mailing address is PO BOX 609
and whose phone number is 970-328-9623
and whose email address is JENNY.RAKOW@TOWNOFEAGLE.ORG
and whose fax number is 970-328-5203
as its DEO for the purpose of the Election.

B. Certification of Address Ranges

1. The Political Subdivision shall verify and certify to the Clerk (Appendix C) that all address ranges and street names actually situated in the Political Subdivision are accurately and completely stated in the Address Library Report attached hereto as Appendix B.

2. In connection with such Address Library Report verification and certification, the Political Subdivision shall note any address ranges or street names within the Political Subdivision that are inaccurately or incompletely stated in or omitted from the Address Library Report, and certify on the Statement of Certification (Appendix C) the accuracy and completeness of the remainder of the Address Library Report.
3. If the certification is not provided by the date specified herein, the Political Subdivision may not participate in the Election or the Clerk may build the election on the assumption that the Address Library Report attached hereto as Appendix B is both complete and accurate, as the Clerk in her discretion may decide. The Political Subdivision shall deliver to the Clerk its Statement of Certification (Appendix C) and accuracy of the Address Library Report, with notations regarding inaccuracies and omissions by the 70th day before the election, **Tuesday, August 25, 2020.**

C. Ballot Content

1. The Political Subdivision shall be solely responsible for determining whether a ballot issue, ballot question, candidate contest, or candidate is eligible and properly certified for the ballot.
2. The Political Subdivision shall provide a certified copy to the Clerk of all ballot content (candidate contests, ballot issues, and ballot questions in order) referred by the Political Subdivision for the Election pursuant to section 1-5-203:
 - a. Notwithstanding any other provision of this Agreement, the Political Subdivision shall not certify any single ballot issue or ballot question in excess of two hundred and fifty words (inclusive of the title) unless the Clerk provides written consent in advance.
 - b. Such certified ballot content shall be delivered to the Clerk as an email attachment in Word format (see section C-2-g on pg. 6 for full required formatting of ballot and TABOR content), at the earliest possible time and in no event later than **5 p.m. on Friday, September 4, 2020** (Appendix A), pursuant to section 1-5-203, C.R.S., as amended.
 - c. The political subdivision that issues certified ballot pursuant to 1-5-203, C.R.S. shall be solely responsible for the accuracy of the information contained in the certificate. Any error that can be corrected pursuant to 1-5-412, C.R.S. shall be corrected at the expense of the political subdivision whose designated election official issued the incorrect certification.
 - d. All ballot content certified by the Political Subdivision shall utilize the exact language and order as such ballot content is to appear on the printed official and sample ballots for the Election. The list of candidates/questions must be typed exactly as it is to appear

on the ballot, including correct title, order, capitalization, spelling, and punctuation.

- For candidates, specify titles of offices, the order of the names to appear for each office, and the order of offices.
- For issues, specify the ballot title and the order of the issues (per C.R.S., Clerk determines specific numbering on the ballot).
- If the political subdivision has a TABOR issue on the ballot, the issue text must be in all uppercase as is dictated by law (e.g. TABOR Amendment).

Definition of Ballot Issue and Ballot Question

- “Ballot issue” means a state or local government matter arising under section 20 of article X of the state constitution, as defined in sections 1-41-102(4) and 1-41-103(4), respectively.
- “Ballot question” means a state or local government matter involving a citizen petition or referred measure, other than a ballot issue.

Ballot Issues or Questions Vote Choice Options

- Yes/For or YES/FOR (capitalize for TABOR ballot issues)
 - No/Against or NO/AGAINST (capitalize for TABOR ballot issues)
- e. The Political Subdivision has the responsibility to proofread and edit the text of the ballot proof before the Clerk will authorize printing of the ballots. From the time the Clerk delivers via email the ballot proof, the **Political Subdivision has 12 hours to proofread, correct if necessary, sign, and return the proof to the Clerk.** The Political Subdivision’s failure to disapprove and correct errors within that time shall constitute an approval of the ballot proof. After final approval of the ballot text, the Political Subdivision assumes all responsibility and cost for any judicial proceedings related to any errors within the text of their issue, question, or contest on the printed ballots.
- f. The Political Subdivision authorizes the Clerk to correct typographical errors and omissions and determine the appropriate ballot question number or letter upon designation of the ballot number or letter by the Clerk.
- g. The Political Subdivision shall certify its ballot content via email to the Clerk and Contact Officer in conformance with the following formatting guidelines:
- Software: Microsoft Word '03 or later (**not PDF**)
 - Spacing: Single
 - Font Type: Arial Narrow
 - Font Size: 8 point
 - Justification: Left

- All Margins: 0.5 inches
- Language: English (Spanish translation encouraged)
- Delivery Medium: Email attachment to regina.obrien@eaglecounty.us and stacey.jones@eaglecounty.us

Submissions not meeting these requirements will be rejected by the Clerk.

- h. The Designated Election Official (DEO) for a county, municipality, school district, or special district office must provide an audio recording of each candidate's name. The DEO or candidate may leave an audio recording of the candidate's name, exactly as certified for the ballot, on the voicemail of the Clerk (970-382-8783) or Contact Officer (970-328-8726). This audio recording must be provided no later than the deadline to certify ballot content, **Friday, September 4, 2020**.

D. Ballot Issue Notice ("TABOR Notice")

1. The Political Subdivision shall receive, store and prepare TABOR Notice content according to the provisions set forth in Article X, Section 20 of the Colorado Constitution (TABOR Amendment) and 1-7-901, 1-7-902, 1-7-903, 1-7-904, and 1-7-908 C.R.S.
2. The DEO shall transmit via email the summaries, fiscal information, and any other required material to the Clerk no later than forty-three (43) days, **Monday, September 21, 2020** (Appendix A) before the Election in final written form in accordance with the formatting guidelines for ballot certification (see formatting bullet points listed above). Submissions not meeting these requirements will be rejected by the Clerk.
3. The Political Subdivision shall incorporate in its TABOR Notice content a local office address and telephone number specific to the Political Subdivision or the Political Subdivision DEO to enable voters to reach the Political Subdivision directly. The Clerk shall respond to all correspondence and inquiries that the Clerk receives within its expertise relating to election procedures, but the Clerk shall refer inquiries concerning the substance of the ballot issues, ballot questions, candidates, or the operations of the Political Subdivision to the Political Subdivision's DEO.
4. The Political Subdivision has the responsibility to proofread and edit the text of the TABOR Notice proof before the Clerk will authorize printing of the TABOR Notice. **From the time the Clerk delivers via email the TABOR Notice proof, the Political Subdivision has 12 hours to proofread, correct if necessary, sign, and return the proof to the Clerk.** The Political Subdivision's failure to disapprove and correct errors within that time shall constitute an approval of the TABOR Notice proof. After final approval of the TABOR Notice proof, the Political Subdivision assumes all responsibility and cost for any judicial proceedings related to any errors within the text of their issue or information presented on the TABOR Notice.

E. Cancellation of Election

1. In the event that the Political Subdivision resolves not to hold the Election, notice of such resolution shall be provided to the Clerk immediately. The Political Subdivision shall not cancel its participation in the Election after the twenty-fifth (25) day before the election, **Friday, October 9, 2020** (Appendix A), pursuant to section 1-5-208(2), C.R.S., as amended.
2. The Political Subdivision shall provide notice by publication of the cancellation of the Election and a copy of the notice shall be posted in the Office of the Clerk, in the office of the Designated Election Official, in the primary building of the Political Subdivision, and, if the Political Subdivision is a special district, in the office of the division of local government. The Political Subdivision is responsible for delivering such postings to each entity.
3. The Political Subdivision shall be responsible for all expenses incurred on its behalf to the date that notice was received by the Clerk together with all expenses incurred thereafter which could not be avoided by reasonable effort. All costs incurred or contracted for by the Clerk to support the Political Subdivision's portion of the TABOR Notice shall be reimbursed by the Political Subdivision.
4. Upon receipt of the invoice, the Political Subdivision shall promptly pay the Clerk the full actual costs of the activities of the Clerk relating to the Election incurred both before and after the Clerk's receipt of such notice.

F. Other Responsibilities

1. The Political Subdivision shall exercise all reasonable diligence, care, and control in providing these services to the Clerk.
2. The Political Subdivision's DEO or assigned representative shall assist with equipment logic and accuracy testing, post-election canvass, and risk limiting audit as requested by the Clerk.
3. The Political Subdivision shall give assistance and information to the Clerk on any matter to ensure the smooth and efficient operation of the Election (such information not to include legal advice).
4. The Political Subdivision shall adhere to all applicable provisions of C.R.S. which are necessary or appropriate to the performance of the above duties.
5. The Political Subdivision shall follow the additional responsibilities in which non-resident property owners may be eligible to vote as set forth in Appendix D hereto.

IV. Miscellaneous

A. Costs

1. The Clerk shall keep accurate accounts of all costs incurred to prepare for and conduct the Election, including but not limited to costs incurred for supplies, printing, ballot insertion and mailing, legal and other notices, temporary labor, compensation of election judges, overtime pay for staff, and other expenses attributable to the Clerk's conduct of the Election on behalf of the Political Subdivision. Clerk may give the Political Subdivision general estimates of cost but such estimates are not binding. The Political Subdivision is responsible for the pro rata share of actual costs as determined by the Clerk.
2. The Clerk shall charge to the Political Subdivision its pro rata share of all costs and expenses reasonably incurred in connection with the preparation, printing, labeling, postage, and mailing for the ballot issue notice. Said expenses shall be prorated among all Political Subdivisions participating in the ballot issue notice.
3. The Clerk shall charge and allocate to the Political Subdivision its pro rata share of the direct costs of the Election, and all direct and indirect costs and expenses incurred by the Clerk to remedy, resolve, or reconcile the Political Subdivision's failure or omission to timely perform any of its obligations under this Agreement, without regard to whether Political Subdivision rescinds its intent to participate in the Election.
4. In the event an interested party is not liable for payment of costs incurred in connection with a mandatory or permissive recount of, or election contest relating to, one or more candidate contests, ballot issues or ballot questions certified by the Political Subdivision, the Clerk shall charge any and all direct and indirect costs and expenses reasonably incurred by the Clerk to conduct or participate in any such recount or ballot contest. If more than one political subdivision participating in the Election is involved in any such recount or election contest, the costs thereof shall be prorated between the Political Subdivision and such other participating entities.
5. The Political Subdivision assumes all responsibility and cost for any judicial proceedings regarding whether or not issues legally belong on the ballot and any other challenges, both pre- and post-election, relating to the question of the Political Subdivision.
6. The Clerk shall submit to the Political Subdivision an invoice for the Political Subdivision's pro rata share of direct and indirect costs incurred in connection with the Political Subdivision's participation in the Election within ninety (90) days after the Election.
7. The minimum charge for coordinating the Election with the Clerk for coordinating entities with 300 or fewer active voters on Election Day shall be \$500.00. The minimum charge for coordinating entities with 301 or more active voters on Election Day shall be \$1000.00.

8. In addition, there will be a surcharge for coordination and administration of non-resident, property owner ballot mailing of \$1000.00.
9. The Political Subdivision shall remit all payments due to the County upon receipt of an itemized statement by **February 26, 2020** (Appendix A).

B. Indemnification

To the extent permitted by law, the Political Subdivision agrees to indemnify, defend, and hold harmless the County, its officers and employees, from any and all losses, costs, demands, or actions arising out of or related to any actions, errors or omissions of the Political Subdivision in completing its responsibilities relating to the Election and related tasks.

C. Reasonable Care

The County and its employees, agents, representatives, or other persons acting under the direction or control of the County shall use reasonable care in carrying out their obligations under this Agreement.

D. Notices

Any and all notices required to be given by this Agreement, unless otherwise set forth herein, are deemed to have been received and to be effective:

- three days after they have been mailed by certified mail, return receipt requested to the address as set forth below; or
- immediately upon hand delivery to Regina O'Brien, Clerk; or
- immediately upon receipt of confirmation that a fax or e-mail was received.

To Clerk: Regina O'Brien
Eagle County Clerk and Recorder
P.O. Box 537
Eagle, CO 81631
Fax: 970-328-8716
Email: regina.obrien@eaglecounty.us

To Political Subdivision:

fax: 970-328-5203

email: JENNY.RAKOW@TOWNFOEAGLE.ORG

Time is of the Essence

Per 1-7-116(2) C.R.S. this Agreement must be signed and returned to Regina O'Brien, Clerk and Recorder, seventy (70) days before the Election, **Tuesday, August 25, 2020** (Appendix A).

The statutory time requirements of the Uniform Election Code and the time requirements set by the Secretary of State in the Rules and Regulations Governing Election Procedures shall apply to the completion of the tasks required by this Agreement.

In witness whereof, the Parties hereto have executed this Agreement to be effective this day:

(Date)

Designated Election Official Date

For TOWN OF EAGLE
(Political Subdivision)

Regina O'Brien Date
Eagle County Clerk and Recorder

Appendix A

CALENDAR OF EVENTS AND DEADLINES FOR NOVEMBER 3, 2020 GENERAL MAIL BALLOT ELECTION

While this calendar may not include all election dates, some key dates are identified for your reference. Dates in **RED** are key delivery dates of information from you to the Clerk's office.

Political Subdivisions planning to coordinate with the Clerk's office should be aware of the following deadlines:

- **Friday, July 24, 2020** – 100 days prior - If by 100 days before the election, a political subdivision has taken formal action to participate in an election that will be coordinated by the Clerk, the political subdivision shall notify the county clerk and recorder in writing. C.R.S. 1-7-116(5), 1-1-106(5)
- **July 30 – August 5, 2020** – IGAs will be mailed to participating entities. IGA will include address ranges that need to be verified and certified before or on the date the IGA is due. Political Subdivisions with property owner ballots should also review Appendix D in the IGA and contact the Assessor's office to secure the particular property owner list.
- **Tuesday, August 25, 2020** – 70 days prior - Political subdivisions participating in the election must return signed IGAs to the county clerk and recorder. C.R.S. 1-7-116(2). Political subdivisions must verify and certify that all address ranges situated in political subdivision (Appendix B) are accurate and complete, note any changes or inaccuracies, and certify no later than 70 days prior to Election (Appendix C). Please submit sooner if possible.
- **Friday, September 4, 2020** – Last day for the designated election official from each political subdivision to certify the ballot text to the county clerk and recorder as well as audio recordings of candidate names; deadline is 5 p.m. **Please submit sooner if possible.** C.R.S. 1-5-203(3)(a)
- **Week of September 14, 2020** – Equipment and Logic and Accuracy Testing
- **Tuesday, September 15, 2020** – Deadline for coordinating entities with property owner ballots to certify the military and overseas (UOCAVA) voter list to the Clerk.
- **Saturday, September 19, 2020** – No later than 45 days prior – Deadline to send mail ballots to military and overseas voters (UOCAVA voters). C.R.S. 1-8.3-110(1)
- **Monday, September 21, 2020** – 43 days prior - Political subdivisions shall deliver the full text of any required ballot issue notices (e.g. TABOR Notice) and pro/con statement summaries to the Clerk in order to be included in the issue mailing. C.R.S. 1-7-904
- **Friday, October 2, 2020** – 30 days prior – Last day for the Clerk to mail out TABOR Notice(s). C.R.S. 1-1-106(5)
- **Friday, October 09, 2020** – 25 days prior - Last date for political subdivision to cancel election or withdraw ballot issue or question C.R.S. 1-5-208(2)
- **Friday, October 9, 2020** – First day ballots may be mailed, except for UOCAVA voters. C.R.S. 1-7.5-107(3)(a)(I). 24-hour ballot drop boxes open available in Avon, Edwards, Eagle, El Jebel, and Basalt.

Appendix A continued on page 2

Appendix A – Continued (page 2)

CALENDAR OF EVENTS AND DEADLINES FOR NOVEMBER 3, 2020 GENERAL MAIL BALLOT ELECTION

- **Monday, October 19, 2020** – Voter Service and Polling Centers open. C.R.S. 1-5-102.9(2)
- **Monday, October 26, 2020** – 8 days prior - Last day to register to vote to receive a mail ballot. After this date voters may pick up ballots in person at any Voter Service and Polling Center. C.R.S. 1-2-201(3)(b)(III)
- **Tuesday, November 3, 2020** – Election Day - Polls open 7 AM – 7 PM. All ballots must be in the hands of the Clerk by 7 PM on Election Day to be counted.
- **Wednesday, November 25, 2020** – Deadline to certify election results. Official results will be forwarded to political subdivisions. C.R.S. 1-10-102(1), 1-10-103(1)
- **Monday, February 8, 2021** – Last day for the Clerk to mail invoices to districts for their share of election costs.
- **Friday, February 26, 2021** – Last day for districts to submit payment for election costs to Clerk’s office.

Appendix B
STREET LOCATOR REPORT FOR
NOVEMBER 3, 2020 GENERAL MAIL BALLOT ELECTION

Appendix C

STATEMENT OF CERTIFICATION – STREET LOCATOR REPORT FOR NOVEMBER 3, 2020 GENERAL MAIL BALLOT ELECTION

I, JENNY RAKOW, as Designated Election Official
for THE TOWN OF EAGLE, (hereinafter "Political Subdivision") do hereby certify that the
Street Locator Report provided to the Political Subdivision has been reviewed, corrections made, and to the best
of my knowledge, I believe it is a true and complete list of the addresses located within the Political Subdivision.

Designated Election Official

Date

for TOWN OF EAGLE
(Name of Political Subdivision)

Appendix D

PROPERTY OWNER BALLOTS – TITLE 32

This appendix defines responsibilities when conducting an election for a Political Subdivision (governed under Title 32) in which non-Eagle County resident property owners who are registered electors in the State of Colorado may be eligible to vote. Property owner self-affirming oaths must be signed and returned to the County Clerk's Office before ballots are sent to eligible property owners.

Overview - Property Owner Ballots

Property owner ballots are special ballots that contain only those ballot contests certified by Political Subdivisions in which owners of real and personal property (and their spouses or civil union partners) are eligible to vote as long as they reside outside of the Political Subdivision but are registered to vote in Colorado (32-1-103(5) C.R.S.).

If a person resides in and is registered to vote in the Political Subdivision, and also owns additional property in the political subdivision, the Clerk and Recorder will issue the voter a regular Eagle County ballot style that contains all of the contests in which they are eligible to vote in a given election, including the ballot content referred by the Political Subdivision.

If a person resides outside of the Political Subdivision, owns property within the political subdivision, and is registered to vote in the State of Colorado, the county will issue a property owner ballot containing only the contests referred by the Political Subdivision. This ballot will be sent only after the self-affirming oath has been returned by the voter to the County Clerk and the County Clerk has verified the voter's eligibility in the statewide voter registration system. The property owner ballot will be sent to the mailing or ballot mailing address on record in the statewide voter registration system.

Property owners who are registered voters outside of the State of Colorado are not eligible to vote a property owner ballot.

Responsibilities of the Coordinating Political Subdivision

Street Locator Report

1. Review the Street Locator Report provided from the County Clerk and Recorder's Office (Appendix B).

2. Verify and certify all addresses listed in the address library report are within the Political Subdivision and are accurate and complete (with no omissions). All changes or inaccuracies must be identified by the Political Subdivision, the list certified by the Political Subdivision (Appendix C), and returned to the Clerk no later than 4:30 PM on **Tuesday, August 25, 2020** (70 days before the election). Please submit sooner if possible. The Political Subdivision is responsible for the accuracy of this report.

Overseas and Military Voter List

1. Secure the Colorado Statewide Overseas and Military Voter (UOCAVA) list from the Clerk.

Property Owner List

1. Secure the Political Subdivision Property Owner list from the Eagle County Assessor's Office.
2. Remove all non-human property owners (e.g. trusts, LLCs, Corporations, etc.) from the Assessor's lists.
3. Cross-reference the state-wide Overseas and Military voter (UOCAVA) list with the property owner list to determine if there are any special district property owners on the UOCAVA list. **NOTE:** UOCAVA ballots must be sent by **Saturday, September 19, 2020** (1-8.3-110(1) C.R.S). It is the responsibility of the Political Subdivision to certify the list of any UOCAVA property owners to the Clerk by **Monday, September 7, 2020** to meet the deadline referenced in section 4 (below) to ensure statutory delivery of UOCAVA property owner ballots.
4. Certify the revised Assessor's list that excludes non-human entities and UOCAVA voters in Excel format to the County Clerk by **Monday, September 7, 2020**. Please submit sooner if possible. Political Subdivision is responsible for the accuracy of this list.
5. Secure the supplemental Political Subdivision Property Owner list from the Eagle County Assessor's Office no later than **Wednesday, October 14, 2020** (20 days before the election). This supplemental list shall contain the names and addresses of all recorded owners who became owners no later than **Monday, October 12, 2020** (22 days prior to the election).
6. Certify the revised supplemental Assessor's list that excludes non-human entities and UOCAVA voters in Excel format to the County Clerk by **Friday, October 18, 2019**. Please submit sooner if possible. Political Subdivision is responsible for the accuracy of this list.

Responsibilities of the County Clerk and Recorder

1. After receiving the certified property owner list from the Political Subdivision, as well as the supplemental list, prepare and send the property owner TABOR Notice to the property owner

households listed on the certified property owner list(s). (Article X, Sec.20(3)(b)). This Notice may be combined with other TABOR notices or mailed separately at the discretion of the Clerk.

2. A self-affirming oath will be sent to each household that must be returned by each eligible elector (1-13.5-202, C.R.S and 32-1-103(5), C.R.S.).
3. Upon return to the Clerk of the signed self-affirming oath, determine if the individual is a registered voter in the State of Colorado but does not reside in the Political Subdivision.
4. Prepare and send property owner ballots to all eligible electors entitled to vote by virtue of a self-affirmation (32-1-806, C.R.S.).
5. Record each property owner ballot returned and signature verified.
6. Process ballots in the counting room.
7. Tabulate and certify results.



To: Mayor and Town Council

From: Mac Hall, PE, Engineering Consultant

Date: August 5, 2020

Agenda Item: Resolution 52-2020, A resolution authorizing release of funds in escrow due to completion of public improvements (Haymeadow)

REQUEST: Staff is requesting the Town Council to review and approve the resolution to release a partial draw from the escrow fund for the performance guarantee for the Haymeadow Filing No. 1.

INTRODUCTION: The Town entered into an escrow agreement with Haymeadow Metropolitan District No. 6 (Haymeadow). The Subdivision Improvements Agreement and the Annexation and Development Agreement require the Developer or District to provide a Performance Guarantee in the amount of 110% of the estimated cost of completing the public improvements within the Subdivision. Haymeadow set up and deposited \$6,477,494.01 into an escrow account, which is being administered by the Town. The escrow agreement states that upon completion and inspection of public improvements by the Town Engineer, the Town will release funds in escrow on a no more than a quarterly basis.

ANALYSIS: The Town Engineer has inspected and approved the public improvements completed for the first quarter of 2020. Staff is recommending a draw request of \$647,202.08 from the Haymeadow escrow account.

COMMUNITY INPUT: None Required

BUDGET / STAFF IMPACT: Releasing escrow funds has no budget impact, as it is a liability to the Town and not a revenue or expense. It does take additional administrative and engineering staff time to implement partial performance guarantee releases on a quarterly basis, instead of when the public improvements are complete for an entire project.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Major Objective #5 – Stimulate Economic Vitality and Development

Major Objective #5 – Improve Housing Availability and Affordability

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** adoption of resolution 52-2020, “A resolution of the Town Council of the Town of Eagle, Colorado, Authorizing release of funds in escrow due to completion of public improvements.”

ATTACHMENTS:

- Resolution 52-2020
- Contractor’s Pay Application-4: Draw Request – Approved by Town’s Engineering Consultant

Contractor's Application for Payment No.

4

Application Period: 03/31/2020 to 06/03/2020		Application Date: 6/25/2020
To (Owner): Haymeadow Metropolitan District	From (Contractor): Johnson Construction, Inc	Via (Consultant): Cairn Consulting Services
Project: Haymeadow Filing 1	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Consultant's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ \$5,888,630.92
Number	Additions	Deductions	2. Net change by Change Orders.....	\$ \$0.00
			3. Current Contract Price (Line 1 ± 2).....	\$ \$5,888,630.92
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column H total on Progress Estimates).....	\$ \$3,699,729.40
			5. RETAINAGE:	
			a. 25% X \$1,063,207.00 Work Completed (Not Accepted)	\$ \$265,801.75
			b. 10% X \$669,699.56 CO Work Completed (Accepted)	\$ \$66,969.96
			c. 25% X \$35,548.52 CO Work Completed (Not Accepted)	\$ \$8,887.13
			d. Total Retainage (Line 5.a + Line 5.b).....	\$ \$341,658.84
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$3,358,070.56
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ \$2,710,868.48
			8. AMOUNT DUE THIS APPLICATION.....	\$ \$647,202.08
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ \$2,721,738.86
TOTALS	\$0.00	\$0.00		
NET CHANGE BY CHANGE ORDERS	\$0.00			

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____ Date: _____

Payment of: \$ 647,202.08
 (Line 8 or other - attach explanation of the other amount)

is recommended by: *my Hall* 06-25-2020
 (Engineer) (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____
 (Owner) (Date)

Approved by: *Brandy Reitter* 7/29/2020
 (Town of Eagle) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):														Application Number: 4				
Application Period:														Application Date: 6/25/2020				
A					B		C	D	E	F	G	H	I	J	K	L		
Item			Contract Information			Total Quantity Installed and Accepted	Value of Work Installed and Accepted to Date	Total Quantity Installed and Not Accepted	Value of Work Installed and Not Accepted to Date	Total Quantity Installed	Value of Work Installed to Date	Total Quantity Installed per Contractor's Pay App	Value of Work Installed to Date per Contractor's Pay App	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value Item (\$)													
	CONTRACT REQUIREMENTS																	
A.		Miscellaneous																
	1.	Clearing and Grubbing	1	LS	25,000.00	\$25,000.00	1	\$25,000.00		\$0.00	1	\$25,000.00	1.00	\$25,000.00		\$25,000.00	100.0%	\$0.00
	2.	Revegetation	1	LS	110,000.00	\$110,000.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$110,000.00
B.		Sylvan Lake Road & Roundabout & Brush Creek																
3.	Topsoil Remove and Stockpile (14.25")	9,446	CY	3.50	\$33,061.00	9446	\$33,061.00		\$0.00	9446	\$33,061.00	9446	\$33,061.00		\$33,061.00	100.0%	\$0.00	
4.	Topsoil Replace (6")	3,977	CY	7.00	\$27,839.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$27,839.00	
5.	Excavation	700	CY	5.00	\$3,500.00	700	\$3,500.00		\$0.00	700	\$3,500.00	700	\$3,500.00		\$3,500.00	100.0%	\$0.00	
6.	Embankment	5,038	CY	5.25	\$26,449.50	5038	\$26,449.50		\$0.00	5038	\$26,449.50	5038	\$26,449.50		\$26,449.50	100.0%	\$0.00	
7.	Subgrade Preparation Roads	17,328	SY	2.10	\$36,388.80	17328	\$36,388.80		\$0.00	17328	\$36,388.80	17328	\$36,388.80		\$36,388.80	100.0%	\$0.00	
8.	Asphalt (4")	2,133	TN	100.00	\$213,300.00	456	\$45,600.00		\$0.00	456	\$45,600.00	456	\$45,600.00		\$45,600.00	21.4%	\$167,700.00	
9.	Base Course (8" Class 6)	3,870	TN	35.00	\$135,450.00	3870	\$135,450.00		\$0.00	3870	\$135,450.00	3870	\$135,450.00		\$135,450.00	100.0%	\$0.00	
10.	Base Course (18" Class 2)	9,658	TN	32.75	\$316,299.50	9658	\$316,299.50		\$0.00	9658	\$316,299.50	9658	\$316,299.50		\$316,299.50	100.0%	\$0.00	
11.	Concrete Curb and Gutter (6" Vertical)	1,710	LF	17.50	\$29,925.00	1710	\$29,925.00		\$0.00	1710	\$29,925.00	1710	\$29,925.00		\$29,925.00	100.0%	\$0.00	
12.	Concrete Curb and Gutter (1.5' x 6" Vertical)	233	LF	30.00	\$6,990.00	233	\$6,990.00		\$0.00	233	\$6,990.00	233	\$6,990.00		\$6,990.00	100.0%	\$0.00	
13.	Concrete Curb and Gutter (3" Mountable)	285	LF	27.25	\$7,766.25	285	\$7,766.25		\$0.00	285	\$7,766.25	285	\$7,766.25		\$7,766.25	100.0%	\$0.00	
14.	Concrete Crosswalks (95 LF)	5	EA	2,525.00	\$12,625.00	5	\$12,625.00		\$0.00	5	\$12,625.00	5	\$12,625.00		\$12,625.00	100.0%	\$0.00	
15.	Concrete Crosswalks Splitter Island Ped Cut (23 LF)	2	EA	1,050.00	\$2,100.00	2	\$2,100.00		\$0.00	2	\$2,100.00	2	\$2,100.00		\$2,100.00	100.0%	\$0.00	
16.	Concrete Apron at Roundabout	12	SY	430.00	\$5,160.00	12	\$5,160.00		\$0.00	12	\$5,160.00	12	\$5,160.00		\$5,160.00	100.0%	\$0.00	
17.	Concrete Cross Pans (6' Wide)	2	EA	6,900.00	\$13,800.00	2	\$13,800.00		\$0.00	2	\$13,800.00	2	\$13,800.00		\$13,800.00	100.0%	\$0.00	
18.	6" Concrete at Roundabout	9,735	SF	10.10	\$98,323.50	9735	\$98,323.50		\$0.00	9735	\$98,323.50	9735	\$98,323.50		\$98,323.50	100.0%	\$0.00	
19.	Roundabout Flatwork	192	SY	117.00	\$22,464.00	192	\$22,464.00		\$0.00	192	\$22,464.00	192	\$22,464.00		\$22,464.00	100.0%	\$0.00	
20.	Path - Asphalt (3")	701	TN	101.00	\$70,801.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$70,801.00	
21.	Path - Base Course (8" Class 6)	1,164	TN	38.00	\$44,232.00	1164	\$44,232.00		\$0.00	1164	\$44,232.00	1164	\$44,232.00		\$44,232.00	100.0%	\$0.00	
22.	Path - Subgrade Preparation	3,115	SY	2.15	\$6,697.25	3115	\$6,697.25		\$0.00	3115	\$6,697.25	3115	\$6,697.25		\$6,697.25	100.0%	\$0.00	
23.	Install Block Wall - Use Keystone Compac Block Vail Blend	192	LF	160.00	\$30,720.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$30,720.00	
24.	Detectable Warning Pads	8	EA	490.00	\$3,920.00	8	\$3,920.00		\$0.00	8	\$3,920.00	8	\$3,920.00		\$3,920.00	100.0%	\$0.00	
25.	Bollard Lights	13	EA	3,425.00	\$44,525.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$44,525.00	
26.	Standard Signs	17	EA	500.00	\$8,500.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$8,500.00	
27.	Tapco Crosswalk Sign	4	EA	4,200.00	\$16,800.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$16,800.00	
28.	Relocate Existing Signs	1	LS	335.00	\$335.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$335.00	
29.	Delineator Posts	22	EA	30.00	\$660.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$660.00	
30.	Road Striping (4" Solid White)	4,620	LF	0.34	\$1,570.80		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$1,570.80	
31.	Road Striping (4" Solid Yellow)	5,360	LF	0.67	\$3,591.20		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$3,591.20	
32.	Striping (Bike Symbol)	10	EA	54.00	\$540.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$540.00	
33.	Streetlight - P1	1	EA	18,450.00	\$18,450.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$18,450.00	
34.	Streetlight - P1-2B	2	EA	13,500.00	\$27,000.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$27,000.00	
35.	20-foot Ranch Gate	2	EA	1,050.00	\$2,100.00	2	\$2,100.00		\$0.00	2	\$2,100.00	2	\$2,100.00		\$2,100.00	100.0%	\$0.00	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):														Application Number: 4				
Application Period:														Application Date: 6/25/2020				
A					B		C	D	E	F	G	H	I	J	K	L		
Item			Contract Information			Total Quantity Installed and Accepted	Value of Work Installed and Accepted to Date	Total Quantity Installed and Not Accepted	Value of Work Installed and Not Accepted to Date	Total Quantity Installed	Value of Work Installed to Date	Total Quantity Installed per Contractor's Pay App	Value of Work Installed to Date per Contractor's Pay App	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value Item (\$)													
C.		Local Roads & Tract D Parking Lot																
36.	Topsoil Remove and Stockpile (8")	4,297	CY	3.50	\$15,039.50	4297	\$15,039.50		\$0.00	4297	\$15,039.50	4297	\$15,039.50		\$15,039.50	100.0%	\$0.00	
37.	Topsoil Replace (6")	2,865	CY	7.00	\$20,055.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$20,055.00	
38.	Excavation	8,175	CY	4.00	\$32,700.00	8175	\$32,700.00		\$0.00	8175	\$32,700.00	8175	\$32,700.00		\$32,700.00	100.0%	\$0.00	
39.	Embankment	1,902	CY	5.25	\$9,985.50	1902	\$9,985.50		\$0.00	1902	\$9,985.50	1902	\$9,985.50		\$9,985.50	100.0%	\$0.00	
40.	Subgrade Preparation Roads	12,776	SY	2.10	\$26,829.60	12776	\$26,829.60		\$0.00	12776	\$26,829.60	12776	\$26,829.60		\$26,829.60	100.0%	\$0.00	
41.	Asphalt (4")	1,786	TN	100.00	\$178,600.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$178,600.00	
42.	Base Course (6" Class 6)	2,000	TN	35.00	\$70,000.00	2000	\$70,000.00		\$0.00	2000	\$70,000.00	2000	\$70,000.00		\$70,000.00	100.0%	\$0.00	
43.	Base Course (18" Class 2)	5,129	TN	32.75	\$167,974.75	5129	\$167,974.75		\$0.00	5129	\$167,974.75	5129	\$167,974.75		\$167,974.75	100.0%	\$0.00	
44.	6" Class 6 Base Course Temp. Turnaround (2)	223	TN	35.00	\$7,805.00	223	\$7,805.00		\$0.00	223	\$7,805.00	223	\$7,805.00		\$7,805.00	100.0%	\$0.00	
45.	Concrete Curb and Gutter (6" Vertical)	4,175	LF	18.75	\$78,281.25		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$78,281.25	
46.	Concrete Curb and Gutter (6" Vertical) - Spill	156	LF	23.25	\$3,627.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$3,627.00	
47.	Concrete Pan (3')	1,305	LF	31.00	\$40,455.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$40,455.00	
48.	Concrete ADA Ramp	30	EA	550.00	\$16,500.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$16,500.00	
49.	Subgrade Preparation Sidewalks	2,500	SY	3.50	\$8,750.00	2500	\$8,750.00		\$0.00	2500	\$8,750.00	2500	\$8,750.00		\$8,750.00	100.0%	\$0.00	
50.	Concrete Sidewalk (5' Wide)	2,884	LF	27.50	\$79,310.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$79,310.00	
51.	Concrete Sidewalk (7' Wide)	260	LF	37.75	\$9,815.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$9,815.00	
52.	Sidewalk Base Course	298	TN	40.00	\$11,920.00	298	\$11,920.00		\$0.00	298	\$11,920.00	298	\$11,920.00		\$11,920.00	100.0%	\$0.00	
53.	Concrete Cross Pans (6' Wide)	15	EA	4,300.00	\$64,500.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$64,500.00	
54.	Detectable Warning Pads	32	EA	490.00	\$15,680.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$15,680.00	
55.	Path - Subgrade Preparation	337	SY	3.50	\$1,179.50		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$1,179.50	
56.	Path - Asphalt (3")	75	TN	101.00	\$7,575.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$7,575.00	
57.	Path - Base Course (6" Class 6)	475	TN	38.00	\$18,050.00	475	\$18,050.00		\$0.00	475	\$18,050.00	475	\$18,050.00		\$18,050.00	100.0%	\$0.00	
58.	Standard Signs	18	EA	500.00	\$9,000.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$9,000.00	
59.	4" Solid White Striping	423	LF	0.34	\$143.82		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$143.82	
60.	Thermoplastic Striping (10' W x 1.5'H w/ 2' Gaps)	23	LF	95.00	\$2,185.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$2,185.00	
61.	Concrete Crosswalks Detail	52	LF	1,050.00	\$54,600.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$54,600.00	
62.	Streetlight	5	EA	9,650.00	\$48,250.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$48,250.00	
D.		West Cutoff Ditch																
	63.	Topsoil Remove and Stockpile (8")	466	CY	3.50	\$1,631.00	150	\$525.00		\$0.00	150	\$525.00	150	\$525.00		\$525.00	32.2%	\$1,106.00
	64.	Topsoil Replace (6")	311	CY	7.00	\$2,177.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$2,177.00
	65.	Excavation	680	CY	5.00	\$3,400.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$3,400.00
	66.	Embankment	37	CY	5.25	\$194.25		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$194.25
E.		West Trail Connect																
	67.	Topsoil Remove and Stockpile (8")	175	CY	3.50	\$612.50	100	\$350.00		\$0.00	100	\$350.00	100	\$350.00		\$350.00	57.1%	\$262.50
	68.	Topsoil Replace (6")	117	CY	7.00	\$819.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$819.00
	69.	Excavation	983	CY	5.00	\$4,915.00	250	\$1,250.00		\$0.00	250	\$1,250.00	250	\$1,250.00		\$1,250.00	25.4%	\$3,665.00
	70.	Embankment	36	CY	5.25	\$189.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$189.00
F.		Emergency Access Road																
	71.	Clearing/Grub remove unsuitable soil. Haul to on-site waste site.	34,022	SF	0.30	\$10,206.60	14283	\$4,284.90		\$0.00	14283	\$4,284.90	14283	\$4,284.90		\$4,284.90	42.0%	\$5,921.70
	72.	Topsoil Remove and Stockpile (12")	1,809	CY	3.50	\$6,331.50	549	\$1,921.50		\$0.00	549	\$1,921.50	549	\$1,921.50		\$1,921.50	30.3%	\$4,410.00
	73.	Topsoil Replace (6")	905	CY	7.00	\$6,335.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$6,335.00
	74.	Excavation	926	CY	5.00	\$4,630.00	926	\$4,630.00		\$0.00	926	\$4,630.00	926	\$4,630.00		\$4,630.00	100.0%	\$0.00
	75.	Embankment	22	CY	5.25	\$115.50	22	\$115.50		\$0.00	22	\$115.50	22	\$115.50		\$115.50	100.0%	\$0.00
	76.	Subgrade Preparation Roads	3,633	SY	2.10	\$7,629.30	3633	\$7,629.30		\$0.00	3633	\$7,629.30	3633	\$7,629.30		\$7,629.30	100.0%	\$0.00
	77.	Base Course (18" Class 2)	1,164	TN	32.75	\$38,121.00	1164	\$38,121.00		\$0.00	1164	\$38,121.00	1164	\$38,121.00		\$38,121.00	100.0%	\$0.00
	78.	Base Course (8" Class 6)	472	TN	38.00	\$17,936.00	472	\$17,936.00		\$0.00	472	\$17,936.00	472	\$17,936.00		\$17,936.00	100.0%	\$0.00
	79.	Base Course (6" Class 6)	646	TN	35.00	\$22,610.00	646	\$22,610.00		\$0.00	646	\$22,610.00	646	\$22,610.00		\$22,610.00	100.0%	\$0.00

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):														Application Number: 4				
Application Period:														Application Date: 6/25/2020				
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Item			Contract Information				Total Quantity Installed and Accepted	Value of Work Installed and Accepted to Date	Total Quantity Installed and Not Accepted	Value of Work Installed and Not Accepted to Date	Total Quantity Installed	Value of Work Installed to Date	Total Quantity Installed per Contractor's Pay App	Value of Work Installed to Date per Contractor's Pay App	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description		Item Quantity	Units	Unit Price	Total Value of Item (\$)												
G.		Pool/Rink Path and Debris Catchment																
	80.	Topsoil place (6")	4,920	CY	7.00	\$34,440.00	4000	\$28,000.00		\$0.00	4000	\$28,000.00	4000	\$28,000.00		\$28,000.00	81.3%	\$6,440.00
	81.	Excavation	32,254	CY	2.60	\$83,860.40	32254	\$83,860.40		\$0.00	32254	\$83,860.40	32254	\$83,860.40		\$83,860.40	100.0%	\$0.00
	82.	Embankment	6,235	CY	4.50	\$28,057.50	6235	\$28,057.50		\$0.00	6235	\$28,057.50	6235	\$28,057.50		\$28,057.50	100.0%	\$0.00
	83.	Haul excess Structural to Stockpile	26,019	CY	2.35	\$61,144.65	26019	\$61,144.65		\$0.00	26019	\$61,144.65	26019	\$61,144.65		\$61,144.65	100.0%	\$0.00
	84.	Path - Subgrade Preparation	4,000	SY	2.25	\$9,000.00	4000	\$9,000.00		\$0.00	4000	\$9,000.00	4000	\$9,000.00		\$9,000.00	100.0%	\$0.00
	85.	Path - Asphalt (3")	600	TN	101.00	\$60,600.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$60,600.00
	86.	Path - Asphalt (4")	59	TN	100.00	\$5,900.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$5,900.00
	87.	Path - Base Course (8" Class 6)	1,164	TN	38.00	\$44,232.00	1164	\$44,232.00		\$0.00	1164	\$44,232.00	1164	\$44,232.00		\$44,232.00	100.0%	\$0.00
	88.	Remove and Replace 6" Class 6	15	TN	12.00	\$180.00	15	\$180.00		\$0.00	15	\$180.00	15	\$180.00		\$180.00	100.0%	\$0.00
	89.	Signs	1	EA	500.00	\$500.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$500.00
H.		Drainage																
	90.	18" Diameter HDPE	1,648	LF	54.00	\$88,992.00		\$0.00	1648	\$88,992.00	1648	\$88,992.00	1648	\$88,992.00		\$88,992.00	100.0%	\$0.00
	91.	18" CMP FES	11	EA	475.00	\$5,225.00		\$0.00	11	\$5,225.00	11	\$5,225.00	11	\$5,225.00		\$5,225.00	100.0%	\$0.00
	92.	24" Diameter HDPE	426	LF	71.50	\$30,459.00		\$0.00	426	\$30,459.00	426	\$30,459.00	426	\$30,459.00		\$30,459.00	100.0%	\$0.00
	93.	24" CMP FES	10	EA	658.00	\$6,580.00		\$0.00	10	\$6,580.00	10	\$6,580.00	10	\$6,580.00		\$6,580.00	100.0%	\$0.00
	94.	36" Diameter HDPE	4	LF	122.00	\$488.00		\$0.00	4	\$488.00	4	\$488.00	4	\$488.00		\$488.00	100.0%	\$0.00
	95.	36" CMP FES	5	EA	1,250.00	\$6,250.00		\$0.00	5	\$6,250.00	5	\$6,250.00	5	\$6,250.00		\$6,250.00	100.0%	\$0.00
	96.	RCP 18"	2,538	LF	65.00	\$164,970.00		\$0.00	2538	\$164,970.00	2538	\$164,970.00	2538	\$164,970.00		\$164,970.00	100.0%	\$0.00
	97.	RCP 18" FES	1	EA	1,260.00	\$1,260.00		\$0.00	1	\$1,260.00	1	\$1,260.00	1	\$1,260.00		\$1,260.00	100.0%	\$0.00
	98.	RCP 24"	827	LF	85.00	\$70,295.00		\$0.00	827	\$70,295.00	827	\$70,295.00	827	\$70,295.00		\$70,295.00	100.0%	\$0.00
	99.	RCP 24" FES	6	EA	1,615.00	\$9,690.00		\$0.00	6	\$9,690.00	6	\$9,690.00	6	\$9,690.00		\$9,690.00	100.0%	\$0.00
	100.	RCP 36"	234	LF	155.00	\$36,270.00		\$0.00	234	\$36,270.00	234	\$36,270.00	234	\$36,270.00		\$36,270.00	100.0%	\$0.00
	101.	RCP 36" FES	5	EA	2,593.00	\$12,965.00		\$0.00	5	\$12,965.00	5	\$12,965.00	5	\$12,965.00		\$12,965.00	100.0%	\$0.00
	102.	2'x2' Area Inlet	4	EA	2,585.00	\$10,340.00	1	\$2,585.00	3	\$7,755.00	4	\$10,340.00	4	\$10,340.00		\$10,340.00	100.0%	\$0.00
	103.	3'x3' Area Inlet (Type C)	16	EA	3,765.00	\$60,240.00	2	\$7,530.00	14	\$52,710.00	16	\$60,240.00	16	\$60,240.00		\$60,240.00	100.0%	\$0.00
	104.	2'x3' Curb Inlet	42	EA	3,305.00	\$138,810.00	4	\$13,220.00	38	\$125,590.00	42	\$138,810.00	42	\$138,810.00		\$138,810.00	100.0%	\$0.00
	105.	2'x3' Valley Grate	1	EA	3,010.00	\$3,010.00		\$0.00	1	\$3,010.00	1	\$3,010.00	1	\$3,010.00		\$3,010.00	100.0%	\$0.00
	106.	Encase in concrete at water crossing	2	EA	725.00	\$1,450.00		\$0.00	2	\$1,450.00	2	\$1,450.00	2	\$1,450.00		\$1,450.00	100.0%	\$0.00
	107.	4' Diameter Standard Manhole	3	EA	3,450.00	\$10,350.00	2	\$6,900.00	1	\$3,450.00	3	\$10,350.00	3	\$10,350.00		\$10,350.00	100.0%	\$0.00
	108.	5' Diameter Standard Manhole	1	EA	4,500.00	\$4,500.00	1	\$4,500.00		\$0.00	1	\$4,500.00	1	\$4,500.00		\$4,500.00	100.0%	\$0.00
	109.	24' FES w/ headwall/grate	1	EA	4,750.00	\$4,750.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$4,750.00
	110.	Debris Flow Outlet Structure	1	EA	11,250.00	\$11,250.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$11,250.00
	111.	Riprap Outlet D/C9.05	7	EA	4,150.00	\$29,050.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$29,050.00
	112.	Pond 1A - All Inclusive	1	EA	28,000.00	\$28,000.00	0.75	\$21,070.00		\$0.00	0.75	\$21,070.00	0.75	\$21,070.00		\$21,070.00	75.3%	\$6,930.00
	113.	Pond 1B - All Inclusive	1	EA	26,000.00	\$26,000.00	0.75	\$19,430.00		\$0.00	0.75	\$19,430.00	0.75	\$19,430.00		\$19,430.00	74.7%	\$6,570.00
	114.	Pond 1D - All Inclusive	1	EA	21,500.00	\$21,500.00	0.75	\$16,155.00		\$0.00	0.75	\$16,155.00	0.75	\$16,155.00		\$16,155.00	75.1%	\$5,345.00
	115.	Road Cut	0	EA	5,550.00	\$0.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$0.00
	116.	Turf Reinforcement Mat (TRM)	406	SY	5.50	\$2,233.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$2,233.00
I.		Sediment and Erosion Control																
	117.	Erosion Log Inlet Protection	5	EA	120.00	\$600.00	2	\$240.00		\$0.00	2	\$240.00	2	\$240.00		\$240.00	40.0%	\$360.00
	118.	Beaver Dam Curb Inlet Protection	4	EA	175.00	\$700.00	2	\$350.00		\$0.00	2	\$350.00	2	\$350.00		\$350.00	50.0%	\$350.00
	119.	Silt Fence &/or Straw Wattle (5800 LF)	9,300	LF	1.85	\$17,205.00	9300	\$17,205.00		\$0.00	9300	\$17,205.00	9300	\$17,205.00		\$17,205.00	100.0%	\$0.00
	120.	Ditch Straw Wattle	2	EA	150.00	\$300.00	2	\$300.00		\$0.00	2	\$300.00	2	\$300.00		\$300.00	100.0%	\$0.00
	121.	Stabilized Construction Entrance (A/9.09)	4	EA	2,350.00	\$9,400.00	2	\$4,700.00		\$0.00	2	\$4,700.00	2	\$4,700.00		\$4,700.00	50.0%	\$4,700.00
	122.	Temp Sediment Trap Riser	3	EA	375.00	\$1,125.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$1,125.00
	123.	Temp Stone Outlet E/C9.09	6	EA	565.00	\$3,390.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$3,390.00
	124.	Landlok 450 TRM or Approved Equal	964	LF	14.00	\$13,496.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$13,496.00
	125.	Stormwater System Clean UP	1	EA	7,250.00	\$7,250.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$7,250.00

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Bid Item No.	Description		Item Quantity	Units	Unit Price	Total Value Item (\$)												
J.		Water																
126.	Connect to Existing 12" DIP Main	1	EA	3,250.00	\$3,250.00	1	\$3,250.00		\$0.00	1	\$3,250.00	1	\$3,250.00		\$3,250.00	100.0%	\$0.00	
127.	12" DIP	4,841	LF	94.00	\$455,054.00	4,841	\$455,054.00		\$0.00	4841	\$455,054.00	4841	\$455,054.00		\$455,054.00	100.0%	\$0.00	
128.	Fire Hydrant Assembly	9	EA	6,100.00	\$54,900.00	9	\$54,900.00		\$0.00	9	\$54,900.00	9	\$54,900.00		\$54,900.00	100.0%	\$0.00	
129.	8" Gate Valves	4	EA	2,015.00	\$8,060.00	4	\$8,060.00		\$0.00	4	\$8,060.00	4	\$8,060.00		\$8,060.00	100.0%	\$0.00	
130.	12" Gate Valves	27	EA	3,260.00	\$88,020.00	27	\$88,020.00		\$0.00	27	\$88,020.00	27	\$88,020.00		\$88,020.00	100.0%	\$0.00	
131.	Water Service (Single Family), 1" Type K Copper w/ curb stop (55 EA)	0	LF	40.00	\$0.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$0.00	
132.	Air Release Valve	4	EA	6,400.00	\$25,600.00	4	\$25,600.00		\$0.00	4	\$25,600.00	4	\$25,600.00		\$25,600.00	100.0%	\$0.00	
133.	Install Horizontal Thrust Block	13	EA	235.00	\$3,055.00	13	\$3,055.00		\$0.00	13	\$3,055.00	13	\$3,055.00		\$3,055.00	100.0%	\$0.00	
134.	Temp. Blowoff Valve & Stub	8	EA	900.00	\$7,200.00	8	\$7,200.00		\$0.00	8	\$7,200.00	8	\$7,200.00		\$7,200.00	100.0%	\$0.00	
135.	Insulate Water Main	1	EA	385.00	\$385.00	1	\$385.00		\$0.00	1	\$385.00	1	\$385.00		\$385.00	100.0%	\$0.00	
136.	Wetland Plant and Soil Material - Remove, Stockpile & Replace (1' Deep)	150	CY	25.00	\$3,750.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$3,750.00	
137.	Export Unsuitable Trench Material (Cost/100 LF of Trench)	440	CY	4.00	\$1,760.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$1,760.00	
138.	Import Select Trench Backfill (Cost/100 LF of Trench)	440	CY	16.00	\$7,040.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$7,040.00	
139.	Dewatering	20	DAY	1,500.00	\$30,000.00		\$0.00		\$0.00	0	\$0.00	0	\$0.00		\$0.00		\$30,000.00	
K.		Sewer																
140.	Connect to Existing	1	EA	4,500.00	\$4,500.00	1	\$4,500.00		\$0.00	1	\$4,500.00	1	\$4,500.00		\$4,500.00	100.0%	\$0.00	
141.	8" PVC SDR35	1,909	LF	57.00	\$108,813.00	247	\$14,079.00	1,662	\$94,734.00	1909	\$108,813.00	1909	\$108,813.00		\$108,813.00	100.0%	\$0.00	
142.	12" PVC SDR35	2,691	LF	69.00	\$185,679.00	377	\$26,013.00	2,314	\$159,666.00	2691	\$185,679.00	2691	\$185,679.00		\$185,679.00	100.0%	\$0.00	
143.	18" PVC SDR36	83	LF	120.00	\$9,960.00	83	\$9,960.00		\$0.00	83	\$9,960.00	83	\$9,960.00		\$9,960.00	100.0%	\$0.00	
144.	6" PVC SDR35 Service (3 EA)	198	LF	38.00	\$7,524.00		\$0.00	198	\$7,524.00	198	\$7,524.00	198	\$7,524.00		\$7,524.00	100.0%	\$0.00	
145.	4" PVC SDR35 Service (25 EA)	398	LF	36.00	\$14,328.00		\$0.00	398	\$14,328.00	398	\$14,328.00	398	\$14,328.00		\$14,328.00	100.0%	\$0.00	
146.	5' Diameter Standard Manhole	3	EA	7,850.00	\$23,550.00	3	\$23,550.00		\$0.00	3	\$23,550.00	3	\$23,550.00		\$23,550.00	100.0%	\$0.00	
147.	4' Diameter Standard Manhole	25	EA	5,285.00	\$132,125.00	25	\$132,125.00		\$0.00	25	\$132,125.00	25	\$132,125.00		\$132,125.00	100.0%	\$0.00	
148.	Export Unsuitable Trench Material (Cost/100 LF of Trench)	210	CY	4.00	\$840.00	210	\$840.00		\$0.00	210	\$840.00	210	\$840.00		\$840.00	100.0%	\$0.00	
149.	Import Select Trench Backfill (Cost/100 LF of Trench)	210	CY	16.00	\$3,360.00	210	\$3,360.00		\$0.00	210	\$3,360.00	210	\$3,360.00		\$3,360.00	100.0%	\$0.00	
150.	Dewatering	20	DAY	1,500.00	\$30,000.00	20	\$30,000.00		\$0.00	20	\$30,000.00	20	\$30,000.00		\$30,000.00	100.0%	\$0.00	
L.		Non-Potable Irrigation System																
151.	Irrigation	1	LS	324,317.00	\$324,317.00					0	\$0.00	0	\$0.00		\$0.00		\$324,317.00	
M.		Landscaping																
152.	Landscaping	1	LS	195,259.00	\$195,259.00					0	\$0.00		\$0.00		\$0.00		\$195,259.00	
N.		Ouzel Waterline Change Order																
1.	12" DIP	2,922	LF	101.00	\$295,122.00		\$0.00	974	\$98,374.00	974	\$98,374.00	974	\$98,374.00		\$98,374.00	33.3%	\$196,748.00	
2.	12" DIP Snaplok	168	LF	224.00	\$37,632.00		\$0.00	168	\$37,632.00	168	\$37,632.00	168	\$37,632.00		\$37,632.00	100.0%	\$0.00	
3.	12" Gate Valves	11	EA	3,685.00	\$40,535.00		\$0.00	4	\$14,740.00	4	\$14,740.00	4	\$14,740.00		\$14,740.00	36.4%	\$25,795.00	
4.	8" Gate Valves	1	EA	2,252.00	\$2,252.00		\$0.00		\$0.00	0	\$0.00		\$0.00		\$0.00		\$2,252.00	
5.	Connect to Existing - SLR	1	EA	3,250.00	\$3,250.00		\$0.00		\$0.00	0	\$0.00		\$0.00		\$0.00		\$3,250.00	
6.	Connect to Existing - Ouzel	1	EA	7,800.00	\$7,800.00		\$0.00	1	\$7,800.00	1	\$7,800.00	1	\$7,800.00		\$7,800.00	100.0%	\$0.00	
7.	Air Release Valve	2	EA	6,725.00	\$13,450.00		\$0.00		\$0.00	0	\$0.00		\$0.00		\$0.00		\$13,450.00	
8.	Temp Blow Off	2	EA	1,100.00	\$2,200.00		\$0.00		\$0.00	0	\$0.00		\$0.00		\$0.00		\$2,200.00	
9.	Thrust Block	4	EA	250.00	\$1,000.00		\$0.00	4	\$1,000.00	4	\$1,000.00	4	\$1,000.00		\$1,000.00	100.0%	\$0.00	
10.	Road Cut	1	EA	5,175.00	\$5,175.00	1	\$5,175.00		\$0.00	1	\$5,175.00	1	\$5,175.00		\$5,175.00	100.0%	\$0.00	
11.	Insulate Blue Board	2	EA	400.00	\$800.00		\$0.00		\$0.00	0	\$0.00		\$0.00		\$0.00		\$800.00	
12.	24" ADS	40	LF	80.00	\$3,200.00	20	\$1,600.00		\$0.00	20	\$1,600.00	20	\$1,600.00		\$1,600.00	50.0%	\$1,600.00	
13.	Clear and Grub	54,500	SF	0.30	\$16,350.00	54,500	\$16,350.00		\$0.00	54500	\$16,350.00	54500	\$16,350.00		\$16,350.00	100.0%	\$0.00	
14.	Remove Topsoil 12"	1,895	CY	3.50	\$6,632.50	1,895	\$6,632.50		\$0.00	1895	\$6,632.50	1895	\$6,632.50		\$6,632.50	100.0%	\$0.00	
15.	Replace Topsoil 6"	387	CY	7.00	\$2,709.00		\$0.00		\$0.00	0	\$0.00		\$0.00		\$0.00		\$2,709.00	
16.	Embankment	2,738	CY	5.25	\$14,374.50		\$0.00		\$0.00	0	\$0.00		\$0.00		\$0.00		\$14,374.50	
17.	Ditch Wattles	5	EA	165.00	\$825.00		\$0.00		\$0.00	0	\$0.00		\$0.00		\$0.00		\$825.00	
18.	Revegetation	6,500	SY	0.81	\$5,265.00		\$0.00		\$0.00	0	\$0.00		\$0.00		\$0.00		\$5,265.00	
19.	Remove and Replace Wetlands	75	CY	25.00	\$1,875.00	75	\$1,875.00		\$0.00	75	\$1,875.00	75	\$1,875.00		\$1,875.00	100.0%	\$0.00	
	Totals				\$5,888,630.92		\$2,636,522.40		\$1,063,207.00		\$3,699,729.40		\$3,699,729.40	\$0.00	\$3,508,550.90	59.6%	\$2,380,080.02	

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 52
(Series of 2020)

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO,
AUTHORIZING RELEASE OF FUNDS IN ESCROW DUE TO COMPLETION OF PUBLIC
IMPROVEMENTS (HAYMEADOW)

WHEREAS, on May 22, 2019, the Town entered into an Escrow Agreement with the Haymeadow Metropolitan District No. 6 (the "District") related to the escrow of funds for the performance guarantee for the public improvements associated with Haymeadow Filing No. 1 (the "Project");

WHEREAS, pursuant to the Escrow Agreement, as amended, the Developer deposited \$6,477,494.01 (the "Escrow Funds") with a selected Escrow Agent;

WHEREAS, Section 2 of the Escrow Agreement provides that, upon completion of the improvements and final inspection and acceptance by the Town Engineer, the Town Council may authorize a disbursement of Escrow Funds;

WHEREAS, on June 11, 2020, the Town received a draw request from the District in the amount of \$666,541.87 (the "Draw Request"); and

WHEREAS, the Town Engineer inspected the Project and found no deficiencies in the completed public improvements associated with the draw request, and has recommended approval of the Draw Request.

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

Section 1. The Town Council hereby approves the Draw Request and authorizes the release of \$647,202.08 from the escrow account established by the Agreement.

INTRODUCED, READ, PASSED AND ADOPTED ON AUGUST 11, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: August 11, 2020

Re: Town Manager Report

Administration & Organization

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

- Joint Trench Ordinance – August 25
- Draft Water PIF Timing Revision Ordinance – August 25
- CARES Act Grantee Proposal – August 25
- River Park Use Agreement – August 25

Council Follow Up Status and Running List

- Joint work session on Elevate Eagle – **In progress**
- Standing work session schedule – **Completed**
- Meet with Scott/Ellen on Eagle Ranch Housing Corp partnership – **In progress**
- Ask CDOT about the ROW by Alpine to beautify – **In progress**
- Strategy for STR memo – **In progress**
- Plan for Mobile vending communication – **In progress**

The 2021 Budget development process has started and below is a calendar of where staff is in the process. This list serves as a reminder for the Town Council through the end of the year:

- SAVE THE DATE: September 24 & 29 – CIP and operating budget work sessions with Town Council
- October 13 – 2021 Budget presentation
- October 27 – Public Hearing
- November 10 – Public hearing
- November 24 – Public hearing
- December 8 – Adopt 2021 Budget

Attached to this report is our quarterly Sales Tax report and analysis. Food, building, and retail sales continue to stay strong during COVID-19. While Sales Tax is seeing growth, except for Market Street, all Town's commercial districts show negative growth.

Town staff attended the ribbon cutting of Knapp Ranch in Eagle Ranch. The business moved their headquarters and some of their operations to Eagle. The store and facility are nice. Eagle also has a new restaurant called The Assembly which opens to the public on Monday August 10.

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:

- The operations for the Town of Eagle remain the same with no changes.
- Town launch the Coronavirus relief fund program last week. Staff will present the applicants for funding approval on August 25.
- The Town is working with the businesses in the fitness and education industries to host classes in Chambers Park to assist with creating safe places to operate while supporting the economy.

Economic Development & Planning

Town Council Strategic Plan

Members of council met on August 6 to follow up on the strategic plan. The overall feedback on the draft was positive and the group made a few edits. Changes included adding a housing objective and support for public safety under guiding principles. The next steps are:

- Meet with Sheryl to go over the edits and feedback from the Town Council.
- Send out a prioritization exercise of tactical actions under the major objectives via an electronic survey.
- Incorporate the results of the prioritization in the implementation plan for the Town Council to adopt along with the final strategic plan.

River Park

There are a few outstanding issues that the Executive Committee (EC) is working on. Those items are below:

- Staff is working on the donor wall with NV5 to acknowledge the contributions made by partners.
- Town met with county leadership on August 7 to discuss amendments to the Use Agreement and the outcome was to revise the Use Agreement.
- The USACE permit process is moving along and staff is scheduling a site visit with their staff to assess the fish bypass structure on August 17.

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

- August 12 – Highway 6/Grand Ave. RFP review
- August 19 – COVID-19 Manager Taskforce

- August 20 – NWCCOG Council and Board Meeting
- August 21 – Mayors and Managers Roundtable

Sincerely,

A handwritten signature in cursive script that reads "Brandy Reitter".

Brandy Reitter
Town Manager



To: Mayor and Town Council

From: Brandy Reitter, Town Manager, and Department Leads

Date: August 11, 2020

Re: Department Updates for July 2020

ASSISTANT TO THE TOWN MANAGER

Economic Vitality and Development Work

- The Economic Vitality Committee has had two subcommittee meetings to discuss new metrics to measure economic growth and development in town.
- The Economic Vitality Committee has also been active in the REDI grant application process and partnership with CU Master of Outdoor Recreation and the Environment (MORE).
- CU will work with the Town to host a virtual event in the Fall like the Outdoor Innovation Summit held last year in October.
- Colorado Tourism Grant work concluded the sentiment analysis with help from many Eagle Residents. We met Aug 7 to discuss initial campaigns. Photography and Videography for the Town is scheduled for Aug 9-Aug 11.

Downtown Broadway

- The Eagle Chamber is working with ArtWalk to host their business round-up in conjunction with ArtWalk in September. The event will be outside along Broadway from 2nd to 4th street.
- Construction has begun on Broadway Station. They estimate a 14-16 month schedule to completion.

Project THOR / Broadband

- Holy Cross Electric has agreed to contribute pro-rata to the fiber installation from Alpine Lumber to Public Works. This will help save the Town roughly \$25,000.
- DNR/CPW/DWR has reached out to us via DOLA and NWCCOG to see if we can help provide broadband service to Sylvan Lake State Park. The Town has started a conversation with Pathfinder Internet Service to discuss feasibility.
- The Town will begin placing open conduit along-side utility work. The road work done on Capitol between 5th and 6th street will include this conduit array.
- The Telecommunication Shelter RFP is published. The contract will be awarded at the end of August and installation will be in q4 2020.
- Project THOR will be updated Aug 12 and 13th to provide 300 GB/s speeds to the Meet-Me Centers located along I-70. Service will be expanded to Copper Mountain and Silverthorne as well.

Municipal Projects

- The Town has begun the Wastewater Rate and Tap fee study. The kickoff meeting is scheduled for Aug 20.

CCCMA Emerging Leaders

- The CCCMA Emerging Leaders summer camp was a success. More than 80 people attended from across Colorado, as well as California, Kansas, Missouri, Illinois, and Texas.

PUBLIC WORKS

LBWTP Construction

PROJECT UPDATE SUMMARY

- Majority of Yard Piping Done
- Doors, Rooms, and Structural Steel for Crane Painted in WTPB
- Chemical Equipment Set
- Electrical Gear Delivered/Installed
- Chemical Room HVAC Installed

PLANNED ACTIVITIES FOR THE NEXT 4 WEEKS:

- Pull Wire, Install Control Panels, Install Gear for Electrical
- Man Door Installation and Overhead Door Installation
- Continue Process Mechanical Pipe and Equipment Install
- HVAC/Ductwork/Plumbing Installation
- Yard Pipe Installation
- Liner in Drying Beds scheduled for mobilization
- Fire Suppression System Installation

Black Hills Gas Line Along Highway 6

- Completed.

Pavement Management

- Paving of the Terrace and Church Street starting August 6th

Capitol Street Water & Sanitary Sewer

- Pre-Bid Meeting: Tuesday 8/4/20
- Bids Due: Thursday 8/13/20
- Town Council - Approval of Notice of Award and Construction Contract: Tuesday 8/ 25/20
- Construction: 9/1/20 -10/31/20

Cemetery Tank

- Construction documents are being developed.

Water Efficiency Plan

- Draft plan review completed by Colorado Water Conservation Board and under 60-day public review. Draft plan will be presented to Town Council soon.

THOR Project

- Grant application to bring THOR to the Public Works facility on Chambers Rd from the existing Eby Creek handhole was successful. Finalizing plans and specifications to proceed with purchasing and installing the Communications Pre-Fab structure at PW and the alignment to install the fiber from the handhole to the structure.

Comcast ROW Infrastructure

- Construction of the first Service Area (EMUX001 which is the northwestern half of Eagle Ranch) began in the Village Homes area of Eagle Ranch on July 16. Public Works is working with Comcast Contractor & Eagle Ranch HOAs to ensure safety & permit conditions are met. Additionally, PW is tracking any complaints & damage claims from Comcast's work. Comcast has notified nearby Eagle Ranch residents with door tags and ordered utility locates along the routes. Installation in Eagle Ranch will continue through September.
- In August Comcast will submit permit for its second Service Area (EMUX003 which includes the Bull Pasture, The Terraces, Brush Creek Village Townhomes, and Soleil Homes). EMUX003 construction will start in early August.

Public Works Operations & Maintenance

- Locating existing utilities for Comcast.
- Pavement crack filling to be postponed due to staffing shortage
- Water Leak Detection scheduled for October 5 – October 16.
- Sanitary sewer main flushing will start soon.
- Setting up for special events in town.
- Mowing and weed eating operations in the right of way in progress.
- Yard Waste Facility is open for the season.
- Town parks irrigation is up and running and mowing and weed eating has begun.
- Spraying for weeds in the parks and around town buildings.
- Crews are sweeping the streets.
- Tree trimming operations in right of way and around stop signs.
- Repair of water meters and remotes now that Covid-19 has allowed access.
- Replacement of street signs.

Public Works Budget

- Public Works has completed employee allocation and DRAFT Operations Budgets for
 - Streets
 - Engineering
 - Buildings and Grounds
 - Water
 - Wastewater
 - Refuse
 - Open Space

FINANCE DEPARTMENT

Financial:

- Debt Service: Scheduled 8/1/2020 - 2007 Waste Water Loan Payment - \$430,104 (Last Pmt 2028)
Scheduled 8/1/2020 - 2018 Water SRF payment - \$494,394 (Last Pmt 2040)
- Use Tax Process: Staff was unclear on the use tax/sales tax collection process and recently spoke with the State and received better clarification which will simplify the process. Staff learned that the Town collects either use tax or sales tax and should not be charging the 0.5% difference in sales tax if use tax is charged. The state also notified the Town that the town should be directing contractors to the state for any refunds if both sales and use tax have been paid since our sales tax is state collected. Eagle retailers that sell building materials with an exemption should be exempting the entire sales tax. Staff will be notifying vendors in the Town of this new development in our process immediately, so they are accurately charge and reporting sales tax. Retailers will not need to submit informational sales tax returns to Finance with this change. Staff will be working on a revision to the information that will be distributed to retailers and contractors.
- Tobacco Tax collection: Staff is working with the County to have the County continue to collect the Town's tobacco tax and remit one payment to the Town on a monthly basis. Staff wanted to allow electronic submissions for tobacco tax collection, in order to do that the Town would need to pay our vendor fee of 3% for all electronic collections, create new online submission form, and stay on top of any compliance issues. Staff also looked at software companies that could administer the collection and compliance for tobacco tax, however, both were out of our price range. The County is proposing a 2.5% fee (approximately \$1,000 per month based on \$40,000 of tobacco tax collections). 1% to cover their statutorily required treasurers fee and 1.5% to cover credit card and bank fees and administrative cost of HdL collection process, Eagle County staff time, attorney time, etc. Vendors have already been remitting to Eagle County since the beginning of the year, so this would also be a seamless transition for them and their monthly submission process.
- Pavilion & Studio: On July 17th staff received the updated public health order from the County. We had briefly opened the Pavilion and Studio to larger private events; however, we are now limiting it to groups of 10 for private events. The Town is not charging the \$100 cancelation fee for any renter that chooses not to move forward with their rental.
- Policies:
 - **Procurement Policy** – Development team is conducting final review and then will send to departments for their review. Once Staff is comfortable with the policy, we will have the Town attorney review prior to sending to the Council for review and approval.
 - **Credit Card Policy** – Updated policy and procedures for adjustment to our current process, to input a maximum credit card limit, clarify some of the consequences if appropriate documentation is not received, as well as to reformat the policy to match our other financial policies.

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID						
	2017	2018	2019	2020	VARIANCE FROM PY	
JANUARY	289	258	303	205	(98)	-32%
FEBRUARY	245	272	254	237	(17)	-7%
MARCH	340	304	326	234	(92)	-28%
APRIL	267	299	215	137	(78)	-36%
MAY	277	260	275	162	(113)	-41%
JUNE	319	151	298	221	(77)	-26%
JULY	256	460	414	314	(100)	-24%
YEAR TO DATE	1,993	2,004	2,085	1,510	(575)	-28%

- Decrease in invoices in 2020 is mainly due to removing the info center retail and the budget freeze.

Budget:

- Held all Capital Improvement Plan meetings with department managers for draft CIP, will bring draft to Council during budget work session in September.
- 2021 Operating budgets were received from staff on July 31st, Department Heads/Managers will be meeting with Finance and Town Manager this week (August 10-14) to review operating budgets.
- Fee Schedule revisions are due to Finance on August 7th.
- Proposed Draft 2020/2021 Budget will be distributed to departments from Finance on August 28th.

Training

- CGFOA Training – Debt Issuance (7/7 and 7/9)
- CGFOA Training – Fraud in Government (7/31)

Payroll/HR:

- Completed 2nd Quarter Unemployment Tax Report
- Completed 2nd quarter 941 Report
- Staff is working with Colorado Retirement Association (CRA) for a proposal for a 401a plan and a 457b plan. The Town Currently has a 401K plan with Edwards Jones and a 457b plan with ICMA-RC, the Town acts as a fiduciary for both plans. The Town would not act in a fiduciary capacity with CRA plans. CRA also offers significantly lower fund expense ratios which will allow our employees to obtain higher returns on their retirement investments. The Town would also be working with one vendor instead of two. However, there will be some flexibility drawbacks from moving from a 401k to a 401A. Staff will be bringing a proposal to the Council in September or October.
- Staff is working with Benefit Health Advisors and CEBT on our 2021 Health Insurance Renewal, Staff will be bringing a proposal to the Council during the 2021 budget discussion.
- Finance is working with Caselle on the set up of Timekeeping. This will be a long process to get all departments set up, however, we hope to have most departments transitioned from excel timesheet submission to caselle/electronic timesheet submission by the end of the year. Due to the more complex pay policy in the police department we may have to delay to start date for their transition.
- Positions – No new hires in July

Utilities:

- New Accounts Setup – **6**
- Property Transfers – **24**

- In July Public Works and Finance have started the red tag and shut off process again for past due accounts, staff felt that extending the hold on shut off may potentially only but customers in a tougher situation in the future. Staff is creating payment plans for customers that need it. We had no more shut offs than normal (7 total).

Town Council Department – Budget to Actual:

TOWN OF EAGLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 7 MONTHS ENDING JULY 31, 2020

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN COUNCIL</u>					
10-49-110 SALARIES & WAGES	3,300.00	17,500.00	22,800.00	5,300.00	76.8
10-49-142 WORKERS COMPENSATION	.00	.00	30.00	30.00	.0
10-49-144 FICA - EMPLOYER'S	252.46	1,338.88	1,745.00	406.12	76.7
10-49-210 OFFICE SUPPLIES	.00	124.28	200.00	75.72	62.1
10-49-320 LEGAL NOTICES	217.00	217.00	.00	(217.00)	.0
10-49-347 PROFESSIONAL SERVICES	.00	.00	18,000.00	18,000.00	.0
10-49-362 COMPUTER SUPPORT	82.00	583.00	756.00	173.00	77.1
10-49-371 TRAVEL EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-49-372 MEETING EXPENSE	.00	41.47	2,000.00	1,958.53	2.1
10-49-380 TUITION & BOOKS	.00	.00	1,750.00	1,750.00	.0
10-49-450 SPECIAL BOARD FUNDING	.00	10,000.00	10,000.00	.00	100.0
10-49-510 INSURANCE	.00	232.95	.00	(232.95)	.0
10-49-915 COMMUNITY REQUESTS	.00	5,350.00	53,000.00	47,650.00	10.1
TOTAL TOWN COUNCIL	3,851.46	35,387.58	111,281.00	75,893.42	31.8

SPECIAL EVENTS

Town of Eagle - Special Events:

- Updated MEAC and Comm. Funding budget for changes due to “Go” – “No-Go” events.
- Presented updated budgets to Town Council with plan create 2nd funding push with available funding.
- Worked with producers who still plan on executing their events. They submitted adjusted plans. These plans were run by Eagle County Health to demonstrate how the producers will execute their event under current safety and health guideline and restrictions.
- Continued work on Town of Eagle Branding project.
- Worked with producers with events scheduled to be executed for July and August to get them through the TOE Event Permitting Application process.
- Continues to talk to all Fall event producers and reviewed plans for September and October events and a look towards winter
- Eagle Outside Fest (Mike McCormack) - currently scheduled Sept. 5&6, 2020. Discussing other his plans that might work better with the current Health and safety guidelines and restrictions.

July - Executed Events

- Eagle Ranch Classic MTB Bike Race (7/1/2020, VRD)
- Yoga in the Park, (7/5, 12, 19, 26/20)
- LG Tri, Run/swim/ride (7/10 &11/20)
- Eagle Enduro Race (7/12/20)
- ArtWalk Fest (7/10/20, Broadway Closure)

-Special events permit under development

- Eagle Ranch Amazing Race (9/19/20)
- Mountain Rats Ultra Race, (9/19/20)
- Eagle 5K Mtn Bike Race (9/20/20)
- Eagle Ranch Music Series (Dates TBD)
- Yoga +Beats at Eagle River Park, Friday, (8/13/20)
- ArtWalk Fest (8/14/20, Broadway Closure)
- BMX Championships, (9/13/20?)
- Walk to End Alzheimer’s Art Installation (No event this year)

-Events at Chambers Park – Outdoor Learning Park

Received requests from several businesses that need outdoor space to hold their Yoga/Fitness classes because they are unable to hold them in doors with the Covid 19 situation. They have asked to use in public parks (Brush Creek & Town Park). These groups include Endorphin, Yoga on Broadway, Violet Light Hands Meditation Youth Orchestra Group. We are using Chambers Park as an Outdoor Learning Park for these groups and their classes. This helps avoid conflicts with public use of the main parks.

MEAC:

- MEAC meetings continue in the Zoom platform.
- Preparing for review of the 2nd Round of Funding by MEAC using unused dollars from original funding budgets. Soliciting event funding applications for MEAC review on August 6, 2020.
- Reviewed current upcoming events schedule and updated budget.
- Updating the Eagle Events schedule as new information becomes available.

Eagle Info Center:

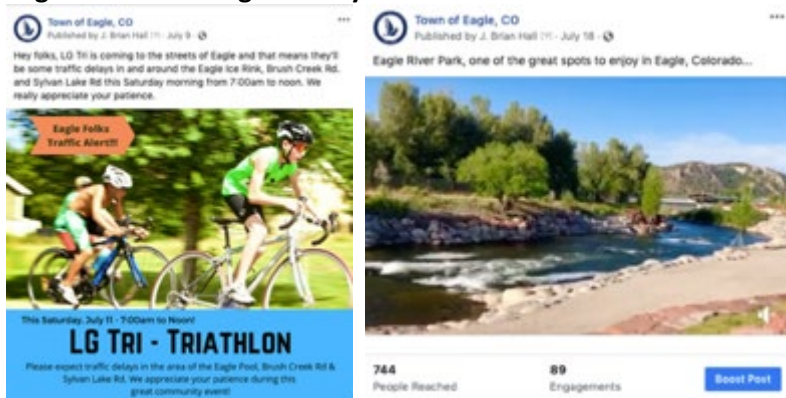
- Opened the Info Center on Friday July 3 for summer season.
- Eagle Info Center is open and operating under summer 2020 plan. Info Center open Wednesdays through Sundays, 10:00am to 3:00pm. Operating under considerations for current health and safety guidelines and restrictions.
- Tentative closure date for summer season is Sunday, September 13, 2020. We will review whether we wish to keep it open longer into the Fall prior to this date.
- List of physical improvements and renovations to the building inside and out are on hold at this time.
- Plans for future inside enhancements, repairs and upgrades to décor and exhibits are on hold.
- Continued to discuss EHS providing list of historical exhibits to fit into exhibit schedule at Info Center Historical room or on porch over the summer.



Digital Sign:

- Updated regularly with current info. We continue to update Census 2020 information.
- Promoting message for Eagle Downtown businesses
- Promoting upcoming events

Eagle at Work & Eagle at Play - Social Media Promotion:



HUMAN RESOURCES

Benefits

- Continued assistance to staff on FFCRA leave policies due to COVID
- Reviewed new state policies effective 08/01/2020, currently in compliance with FFCRA paid leave, other items will start 1/2021, handbook will be updated 1/1/2021
- Continued work on health insurance renewal quotes and retirement options for 2021 budget
- Amended Plan cancelling Teledoc due to minimal utilization, was a COVID temporary strategy

Recruiting - Onboarding

- Water Operator open position, 16 applications reviewed and forwarded to PW, 2 qualified
 - References checked and offer made, not accepted
 - Reposted position
- Posted Streets Maintenance Technician position, 2 applications received
- Posted Permit Technician position, 11 applications received, several qualified
- Drafting Open Space Posting and updating job description

Risk Management, Safety and Work Comp

- Manage 3 General Liability & PC claims, 2 in progress, 1 new
- 3 work comp claims open
- Advise on Safety Protocol for meetings in Council Chambers
- CIRSA Safety Audit conducted 7/30

Other

- Respond to 2 verifications of employment
- Training: attended 2 educational webinars
- Conduct Exit interview & Planned Farewell Party for outgoing Open Space Coordinator
- HR Operations Budget for 2021 submitted to Finance

TOWN CLERK

Communications

- Communications Committee:
 - COVID Website Updates
 - RFP postings for Water and Wastewater Replacement and Highway 6/Grand Avenue Corridor Master Plan
 - Bear Awareness

Licenses

- BUSINESS: New License and Renewals 6 in July and 365 total licenses issued for 2020
- LIQUOR:
 - The Assembly – Modification/Sidewalk Service Area – Hearing 8/11/2020
 - City Market - Renewal
 - Eagle Ranch Wine & Spirits – Renewal
 - Brush Creek Saloon – Finalized Modification and Parklet Use
 - Primavera Liquors – Renewal
 - Katch Studio – Renewal
 - Moe's BBQ – Renewal
 - Inquiry and information sent for proposed location on Broadway for Beer & Wine License

Website – www.townofeagle.org

- Ask the Town questions: 14
 - Payment Inquiry
 - Utility Inquiry x 3
 - Dog Park Inquiry
 - Haymeadow Inquiry
 - Eagle County Services Inquiry
 - Fire Department Inquiry
 - Water System Inquiry x 2

Training

- CMCA – Law School 101 7/23
- CivicClerk – Upgrade Demo and Scheduling 7/28

Sales Tax

- 1,141 On-Line retailers remitted sales tax in June for a total of \$55,300.82
- Second Quarter Report attached separately

Filing Period: this indicates sales tax for the actual month sales occurred. These numbers will fluctuate throughout the year as it is reflecting late payments by the retailer or customer retail returns (deductions). Filing Period numbers are updated quarterly. This is the most accurate picture of sales tax collections for that month.

Revenue Period: this amount indicates the month revenue is received by the Town. Revenue period is all money collected by the state for the previous month and any additional months a retailer remits. This amount is what is deposited in the Town's bank account. These returns also get categorized into a "filing period" and are reflected in the sales tax report. This total amount will not change.

2020				
Month	Filing Period	Revenue Period	.5% to River Park	O/U
Jan	\$ 371,510.98	\$ 578,686.45	\$ 64,298.49	35%
Feb	\$ 596,319.43	\$ 480,407.70	\$ 53,378.63	24%
Mar	\$ 480,295.67	\$ 463,471.24	\$ 51,496.80	16%
1 Q	\$ 1,448,126.08	\$ 1,522,565.39	\$ 169,173.93	25%
Apr	\$ 418,166.36	\$ 553,180.68	\$ 61,464.52	31%
May	\$ 499,095.38	\$ 492,253.55	\$ 54,694.84	20%
Jun	\$ 534,332.43	\$ 508,611.57	\$ 56,512.40	18%
2 Q	\$ 1,451,594.17	\$ 1,554,045.80	\$ 172,671.76	23%
Jul		\$ 558,775.30	\$ 62,086.14	12%

2019				
Month	Filing Period	Revenue Period	.5% to River Park	O/U
Jan	\$ 284,066.89	\$ 428,973.53	\$ 47,663.73	8%
Feb	\$ 390,661.27	\$ 387,365.41	\$ 43,040.60	-5%
Mar	\$ 542,066.05	\$ 400,149.40	\$ 44,461.04	7%
1 Q	\$ 1,216,794.21	\$ 1,216,488.34	\$ 135,165.37	3%
Apr	\$ 401,941.71	\$ 422,439.91	\$ 46,937.77	7%
May	\$ 425,980.87	\$ 409,836.28	\$ 45,537.36	10%
Jun	\$ 509,238.05	\$ 431,900.56	\$ 47,988.95	9%
2 Q	\$ 1,337,160.63	\$ 1,264,176.75	\$ 140,464.08	9%
Jul	\$ 510,271.20	\$ 499,537.57	\$ 55,504.17	20%

MUNICIPAL COURT

- Court July 1st and 15th
- Court staff is working with all defendants who wish to reach plea arrangements before all court dates.

July Citations Issued	Current	YTD	2019
Animal Control	8	25	96
Misdemeanor	2	21	66
Parking	3	63	208
Traffic	20	118	199
Total	33	227	569

July Fines and Fees Collected (includes collections for previous months)	Current	YTD	2019
Court Costs	145.00	1,335.00	3,225.00
Criminal Police Equipment and Training Surcharge	220.00	1,960.00	3,580.00
Deferred Judgment Fee	70.00	665.00	600.00
Fines	2,435.00	15,986.66	32,425.00
Outstanding Judgement Fee	60.00	120.00	120.00
Stay of Execution Fee	00.00	25.00	125.00
Charitable Contribution	10.00	10.00	108.00
Failure to Appear	35.00	35.00	35.00
Victim Restitution Fee	00.00	371.02	4,475.00
Total	2,975.00	20,507.68	44,693.00

July Dispositions (Payments or Court Appearances)	Current	YTD	2019
Animal Control	3	13	110
Misdemeanor	5	29	72
Parking	2	66	443
Traffic	18	111	205
Total	28	219	830

Outstanding Fines and Fees by Date:

Current	290.00
1-30 Days Past Due	0.00
31-60 Days Past Due	3,178.25
61-90 Days Past Due	0
91-180 Days Past Due	0
Over 180 Days Past Due	25,048.28
Total	\$28,516.53

COMMUNITY DEVELOPMENT

BUILDING UPDATES

- Broadway Station Fence/Adjacent Property Status. PW Input required
- Talon Flats Construction Management/TC Plan PW Status
- Haymeadow Street Lights
- 446 Washington 5156
- 1393 Chambers 5150 Racking/Office addition-fees not paid to begin review
- 139 Broadway 4998 Meeting to discuss electrical? Any updates from other agencies to communicate. No documentation found for Planning in system
- 700 Chambers Bldg D 5083 any updates? Fees still due
- Hosting CCICC Meeting 8/19-8/21 Brush Creek Pavillion my schedule will be affected
- Updates on Permit Tech several apps in.

PLANNING

- APPLICATIONS IN PROGRESS
 - AN17-01/ PUD18-01/ PPFP19-01 Red Mtn Ranch
 - Property Owner Notifications
 - Annexation Referral Notification
 - AN20-01 Powell Park Annexation
 - AN20-02 Basecamp Eagle – (on hold)
 - DR20-03 775 Sawatch / Colorado Mountain Cleaners
 - Completeness review
 - CT20-02 Soleil Homes – approved but not recorded
- APPLICATION(S) FOR PRE-APP MEETING
 - County West Eagle Property
 - Brooks Lane – Anne Helene (7/29)
 - Haymeadow PUD Amendment (8/5)
- PUDS
 - Eagle Ranch – 6th PUD Amendment – Erin Vega & Rick Pylman Ranch
 - Haymeadow PUD amendment
- ORDINANCES
 - Impact Fee Ordinance Update
- ENCROACHMENTS
 - Broadway Station – awnings and sidewalk seating
 - Send reminder in Spring
- FOLLOW UP CONCERNS
 - Brush Creek Rd Extension
- ADDRESSING -
 - Quiet Kat building – 1393 Chambers Ave (payment received 8/4)
 - Middle School Plat
- LONG RANGE PLANNING
 - Elevate Eagle Comprehensive Plan
 - Chapter 6 game plan
 - Title 4 Land Use Code Update
 - Hwy 6 Corridor Study
 - Andy/Adam, Brandy, Bryon, Dennis, Chad, Bill
 - East Eagle Sub Area Plan

POLICE DEPARTMENT



Summary of July 2020 Activities

Calls for Service- July 2018: 877
 July 2019: 1,146
 July 2020: 1,155

“Events”- Due to COVID19, organized medium and large-scale events have not occurred. However, your patrol officers continue to look for opportunities to capitalize on small-scale events in our community. A few examples include:

- Officer H. Samudio and Chief J. Staufer assisted with the Latino Police Academy. The Avon Police Department agreed to administer the program again this year. The Academy is designed to enhance relationships while educating our Latino community about the capabilities and roles of law enforcement agencies in Eagle County. The class size was capped at 25 students to ensure Eagle County Public Health Orders are maintained.
- Lemonade Stands! This has been a summer initiative for our patrol team for many years. Officers compete to find young neighborhood entrepreneurs on sidewalks/street corners and enjoy some refreshing lemonade. This has been a challenge this year. Yet, a few have been found!

Notes- Your Eagle Police Department remains busy with calls for service, neighborhood activities, security checks, and routine operations. Traffic crashes, traffic complaints, abandoned vehicle calls, parking issues, and other neighborhood quality of life issues remain consistent. Even with the cancellation of medium to large events and practical elimination of late night/early morning alcohol-related incidents (likely influenced by the 10 PM liquor curfew), calls for service continued at a pace consistent with July 2019.

Our community remains aligned with preventative measures to address the COVID19 pandemic. There were only 6 public health order violation calls in July (primarily related to individuals at business locations without face coverings). Your patrol team continues to address these calls with a primary focus on education.

Summary of Investigations and Highlights of Some Priority Calls in March -

Civil Assists & Landlord-Tenant 30

Criminal Mischief/Damage Property 2

Disturbance 5

Domestic Disturbances 4

Domestic Animal/Dog off Leash 2

DUR 7 license revoked or suspended

DUI 2

Family Assistance 2 Juvenile related

Fire 3 Structure or wildland

Fraud 1

Harassment 9

Intoxicated Person 2

Juvenile Codes 6
Medical 3
Noise Complaints 10
Protection Order Violation 1
Public Health Order 6
Suicidal 2
Suspicious Occurrence or Person 20
Theft 5
Trespass 9
Warrant Execution 1
Welfare & Mental Health 9
Wildlife Calls 22

Noteworthy Items- *Your patrol team continues to identify leads to on-going cases. A few examples include:*

- *Subjects involved in a stolen vehicle and burglary were identified. Stolen items, totaling nearly \$170,000, have been recovered and returned to the rightful owner. The assigned officer is working with the District Attorney's Office to coordinate this investigation.*
- *An effort by a patrol officer to exhaust leads from an on-line fraud scheme yielded promising results. A suspect was identified in another state and an arrest warrant was issued.*
- *A man involved in a domestic violence incident, who had been successful at eluding officers, was apprehended at a local motel by patrol officers. He had managed to accumulate a few more criminal arrest warrants while being on the lam.*
- *Our missing child case took a toll on our community and continues to have ripple effects, after having discovered the little boy's body in the Eagle River on July 3rd. Our hearts and prayers are with his family.*

An alert was sent out to law enforcement agencies regarding a suspect with a \$100,000 felony warrant who stole a vehicle in a neighboring state and had fled on I70. The vehicle was tracked to Vail. Shortly thereafter, our patrol officer was dispatched to a suspicious incident at the Eagle Welcome Center. Turns out, the suspect had exited at Eagle and went to the restroom to "shoot up" some methamphetamine. He was quickly arrested for his warrant (and additional local charges). The stolen car was recovered.

Your Eagle Police Department continues to assist other agencies with priority services. Some examples from July included assisting ECSO with a child sex assault, a disturbance, a fight at the fairgrounds ballpark, and locating a stolen vehicle. Our overnight officer also assisted with a suicide call. Officers assisted CSP several times with motorist assists, a lengthy I70 closure for a roll-over crash, and a HWY6 closure for a vehicle in the river. EPD engaged in a short pursuit when a driver failed to yield on HWY6. Our patrol officer disengaged just east of Nogal Road. ECSO and CSP continued to pursue the vehicle, which was reported stolen out of Garfield County.

EPD continues to focus on community-oriented policing activities. Response to community service requests in designated areas continues to remain a priority as well. Business checks, vacation home checks, and security patrols continue within the confines of available staff (but we have two officers in training!). Some lower-priority calls (i.e. lost property) continue to be handled over the phone due to COVID19 temporary procedures. Due to these temporary procedures, EPD also stages for most medical calls but will respond to critical medical emergencies.

Back in 2018, your Eagle Police Department was recognized for an innovative program that rewards community members for good behavior. The program, Excellence in Action – Community Service Appreciation, was used this month for five teenagers who woke up and discovered that someone had spray-painted a bathroom facility in their

neighborhood. The teenagers took it upon themselves to gather up cleaning supplies and spent hours cleaning the graffiti off walls. Each teen was recognized by our dayshift patrol officer and provided with an appreciation pamphlet that included a \$10.00 gift certificate at Red Canyon Café.

Many of your officers on our patrol team love to find opportunities to spend time with our local youth. There is a slogan, "Cops and kids is what it's all about." It is not uncommon to find officers handing out stickers, talking to children and at times, playing some basketball at the park. This month, one of our patrol officers noticed a young teenager on a bicycle who kept looking at his patrol car. Our officer stopped and a conversation ensued about how the teenager liked first responders. Our officer showed off the patrol car and allowed the teenager to run the radar equipment in the car. This made the day for both our officer and our local teenager.

The saying that police officers were created so fire fighters would have heroes, too, continued in July. During a wildland fire call on I70, EPD patrol officers were quick to begin controlling the fire with fire extinguishers as fire department staff were paged out. Additionally, our Field Training Officer showed our officer in training how to put out a stove fire at a residence. Our sergeant used a fire extinguisher on an engine, following a roll-over crash, while firefighters concentrated on getting the occupant of the car out.

EPD continues to receive quite a few calls in reference to bear sightings. EPD and Colorado Parks & Wildlife officials have teamed up to push out education, as bears have been attracted to neighborhood trash and on occasion, bird feeders. CPW officers have asked for community members to call in directly to their dispatch regarding any additional sightings. Trash cans without lockable lids (and trash cans stored outside of an enclosure) have been luring bears into local neighborhoods. CPW has asked if the Town of Eagle may consider reviewing the lockable lid trash can ordinance (that was apparently discussed years ago). Currently, TOE Code prevents trash cans from being stored in a manner where rodents (and even the wind) can create a nuisance. However, this does not extend to other wildlife.

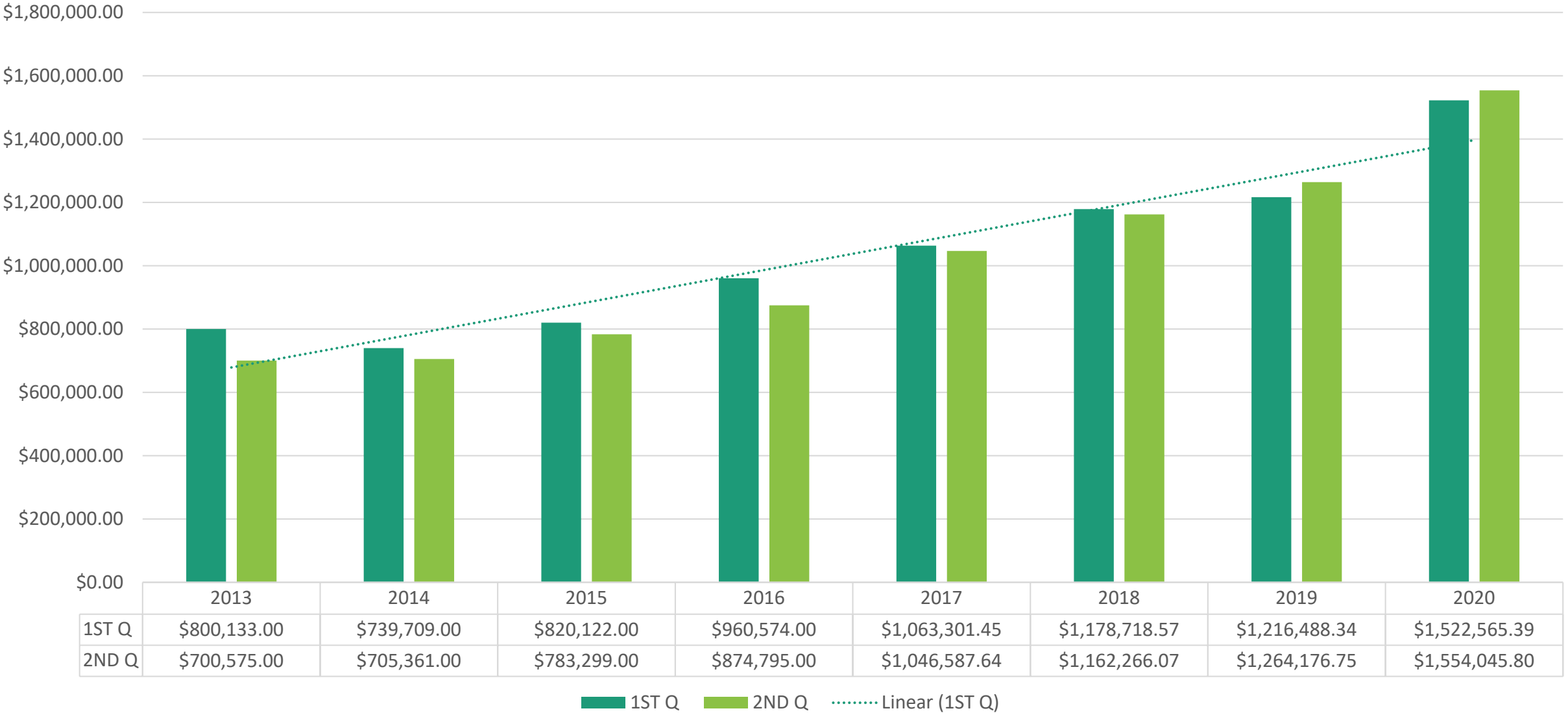
Golfing in uniform, eh? Golfers at Eagle Ranch Golf Course were a bit surprised by the sight of an officer driving a golf cart. While this wasn't a PGA Blue Tour or a test-drive of a new EPD golf course patrol program, some seemed a bit surprised to see an officer in a golf cart. The reason? A golfer had set off his emergency panic button on his cell phone. Our officer discovered this was set off by mistake and not due to a triple bogey on the par 3.

County Court – Available upon request. Local and Regional Calls for Service – Available at Dispatch

TOTAL SALES TAX BY QUARTER

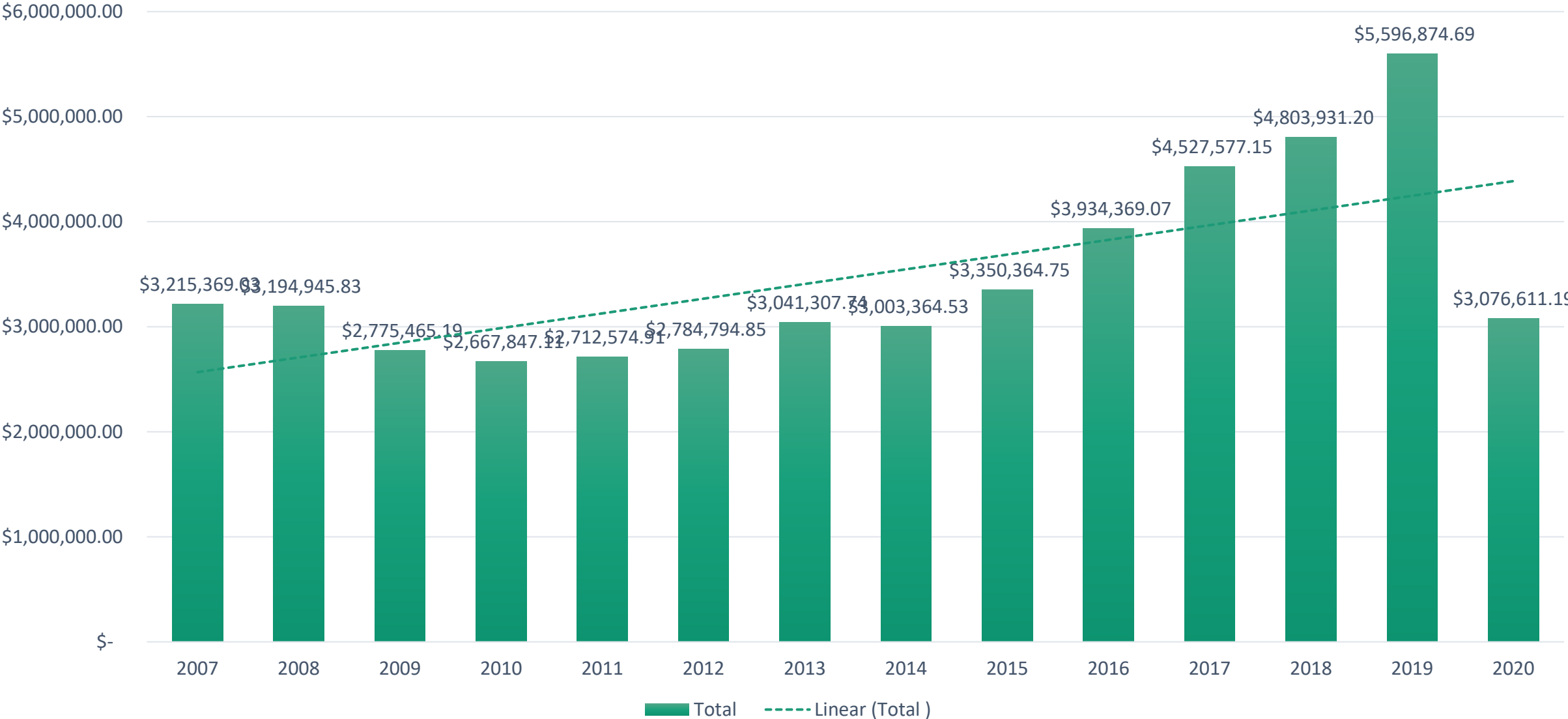
2013-2020

REVENUE PERIOD TOTALS

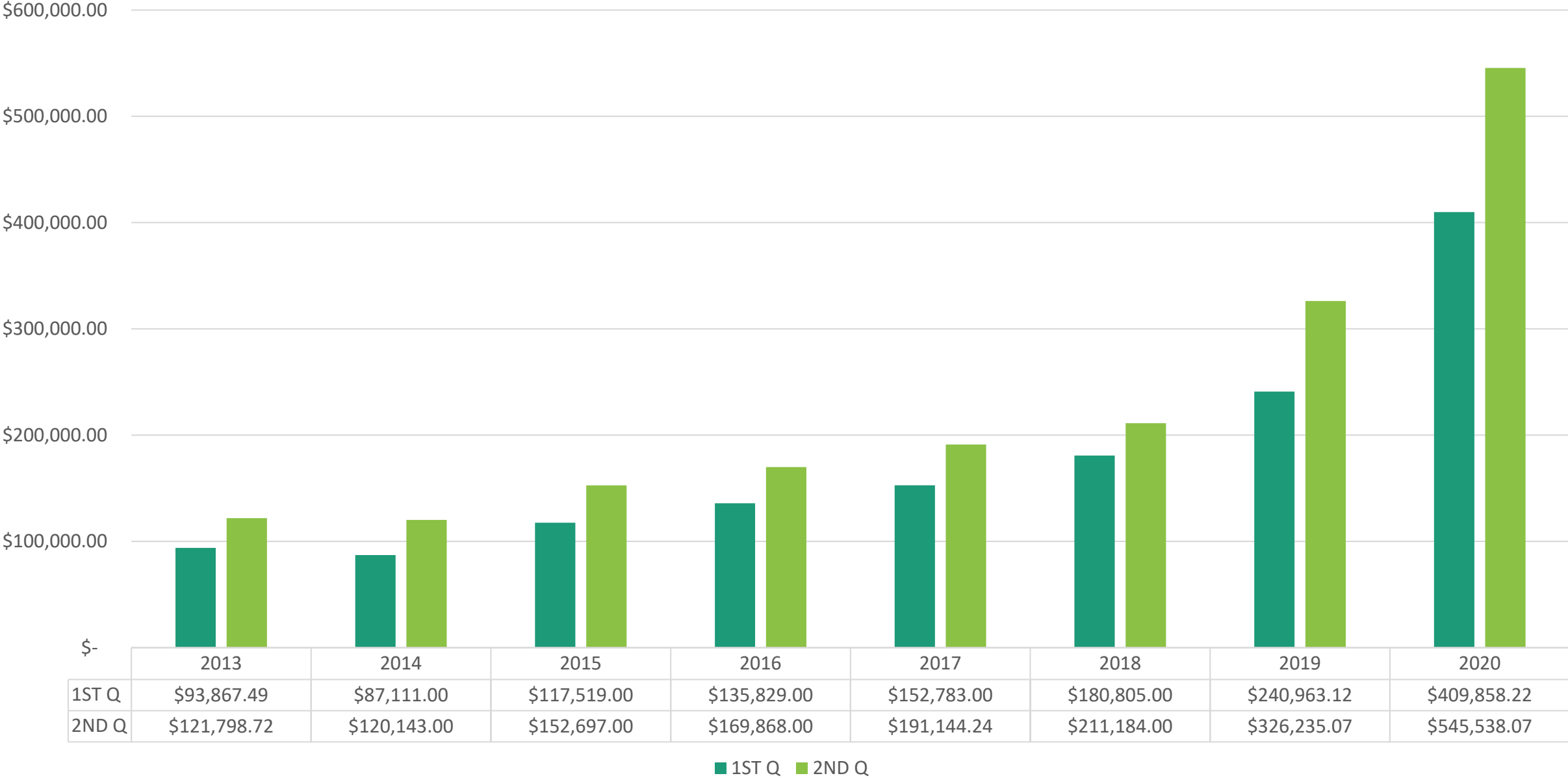


ANNUAL TOTAL SALES TAX
2007-2020
REVENUE PERIOD TOTALS

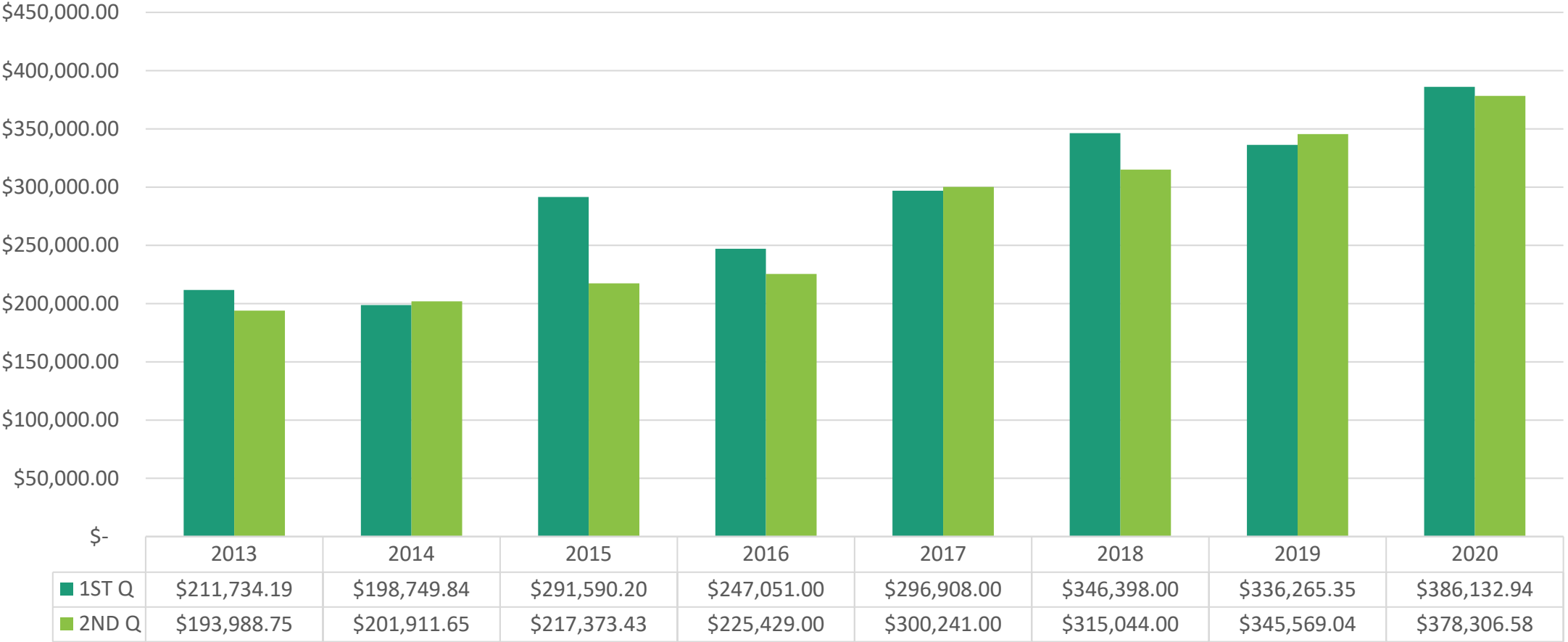
*2016 - PRESENT INCLUDE .5% SALES TAX INCREASE



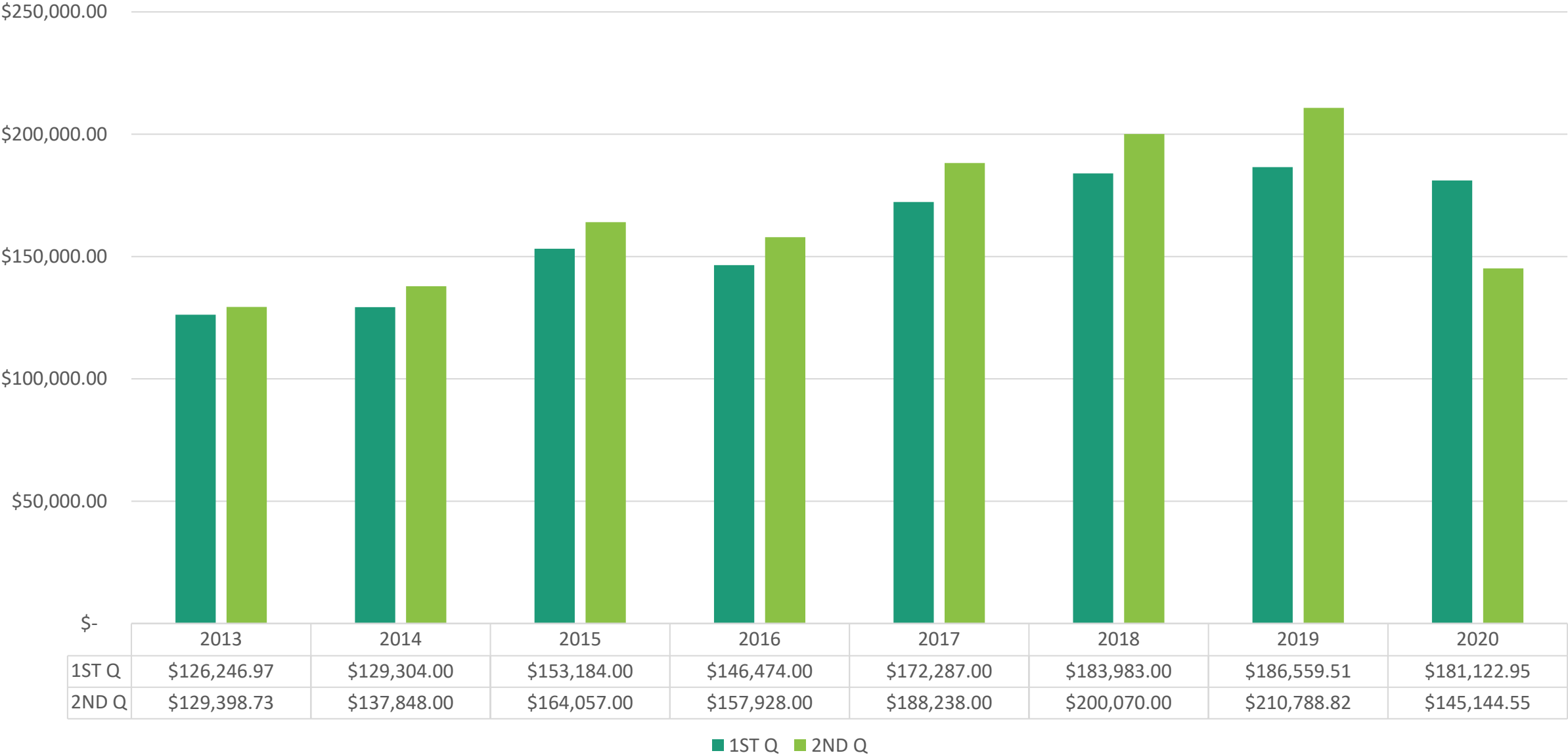
RETAIL QUARTERLY COLLECTIONS
2013-2020



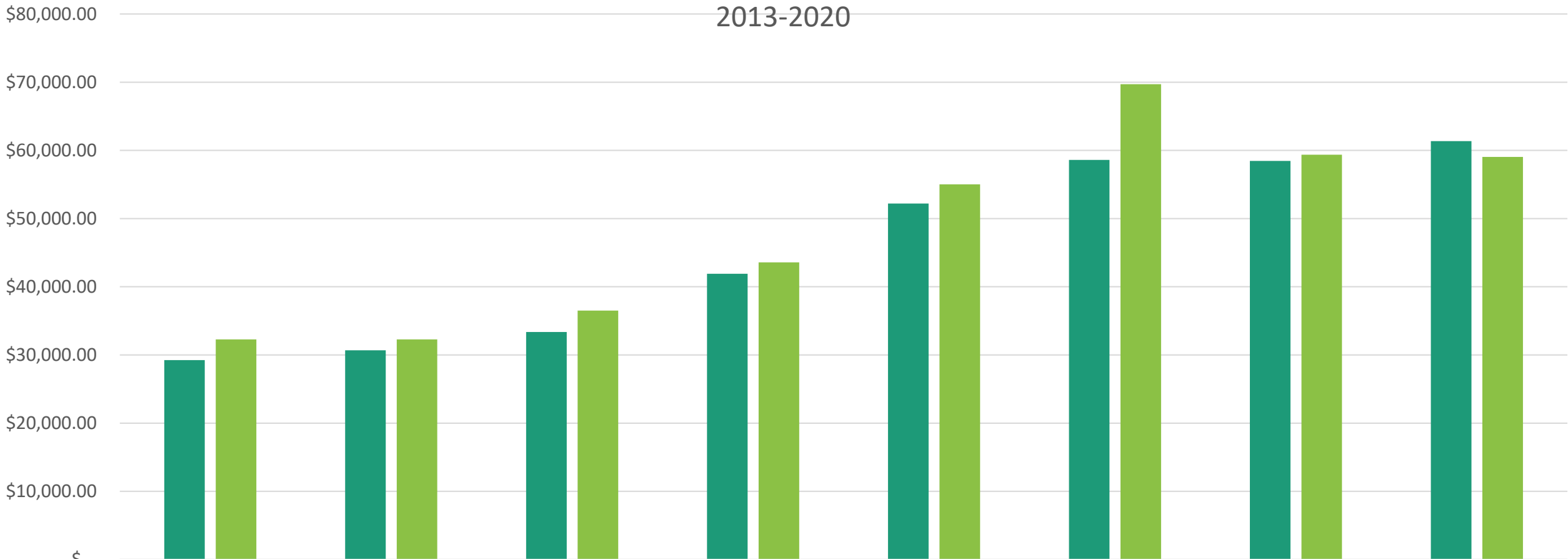
FOOD QUARTERLY COLLECTIONS
2013-2020



RESTAURANTS & BARS QUARTERLY COLLECTIONS
2013-2020



LIQUOR STORES QUARTERLY COLLECTIONS
2013-2020



	2013	2014	2015	2016	2017	2018	2019	2020
1ST Q	\$29,240.21	\$30,678.33	\$33,366.23	\$41,903.00	\$52,210.00	\$58,597.00	\$58,457.33	\$61,359.89
2ND Q	\$32,287.72	\$32,282.04	\$36,503.00	\$43,575.22	\$55,021.00	\$69,704.00	\$59,369.38	\$59,041.91

1ST Q

2ND Q

LODGING QUARTERLY COLLECTIONS 2013-2020



UTILITIES QUARTERLY COLLECTIONS

2013-2020



AUTOMOTIVE QUARTERLY COLLECTIONS
2013-2020

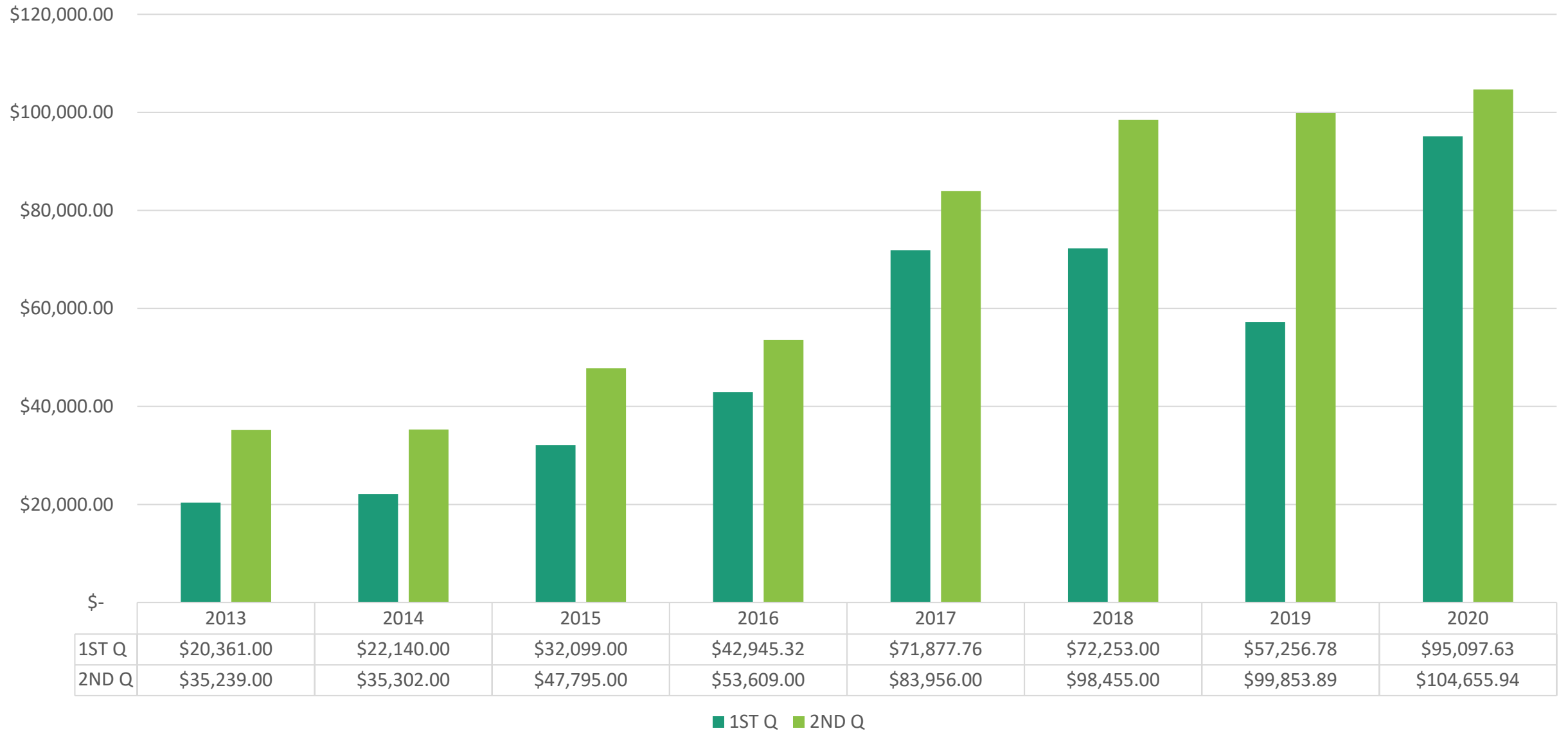


MISCELLANEOUS QUARTERLY COLLECTIONS
2013-2020



BUILDING/CONSTRUCTION QUARTERLY COLLECTIONS

2013-2020



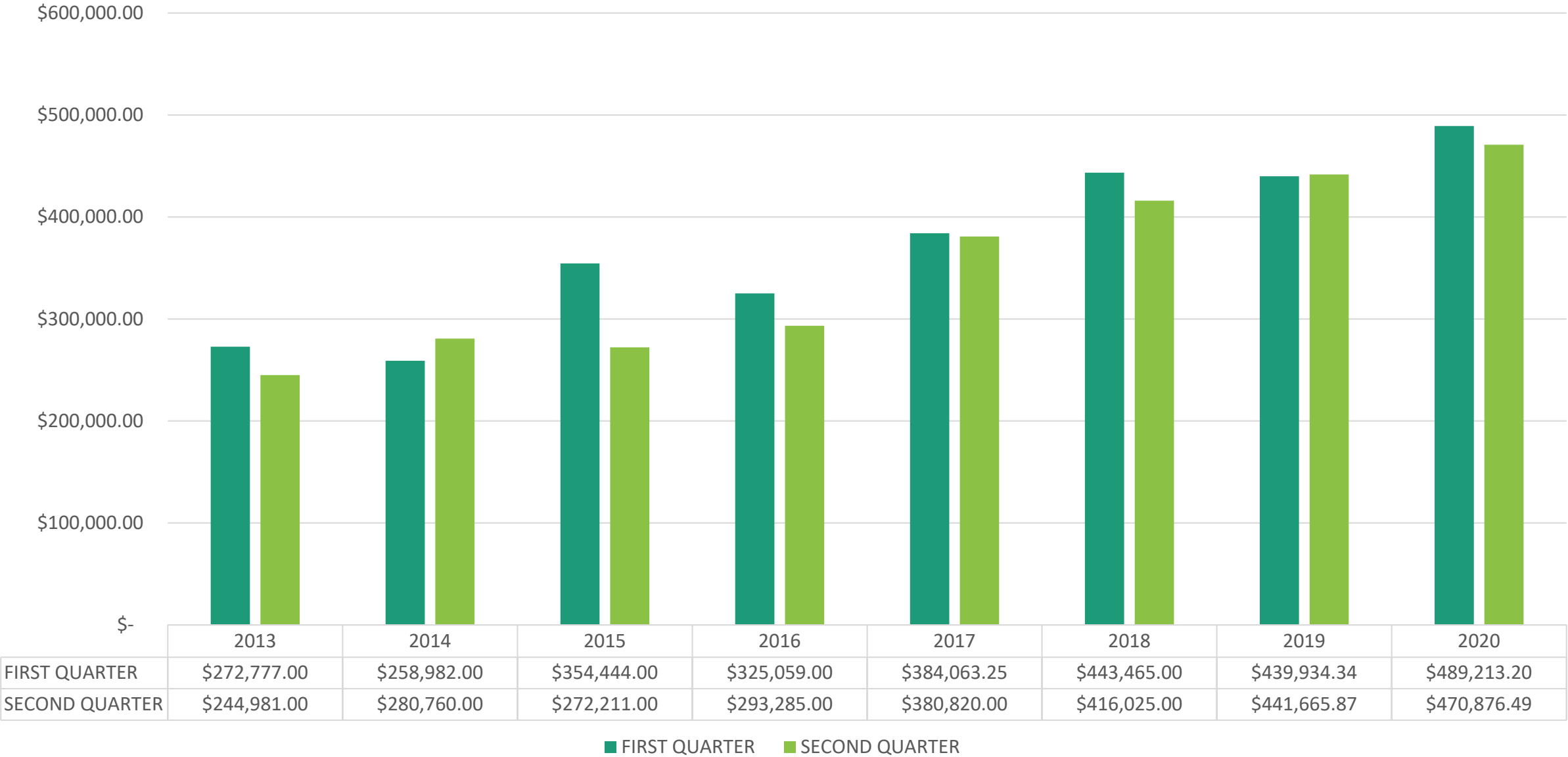
DOWNTOWN DISTRICT QUARTERLY 2013-2020



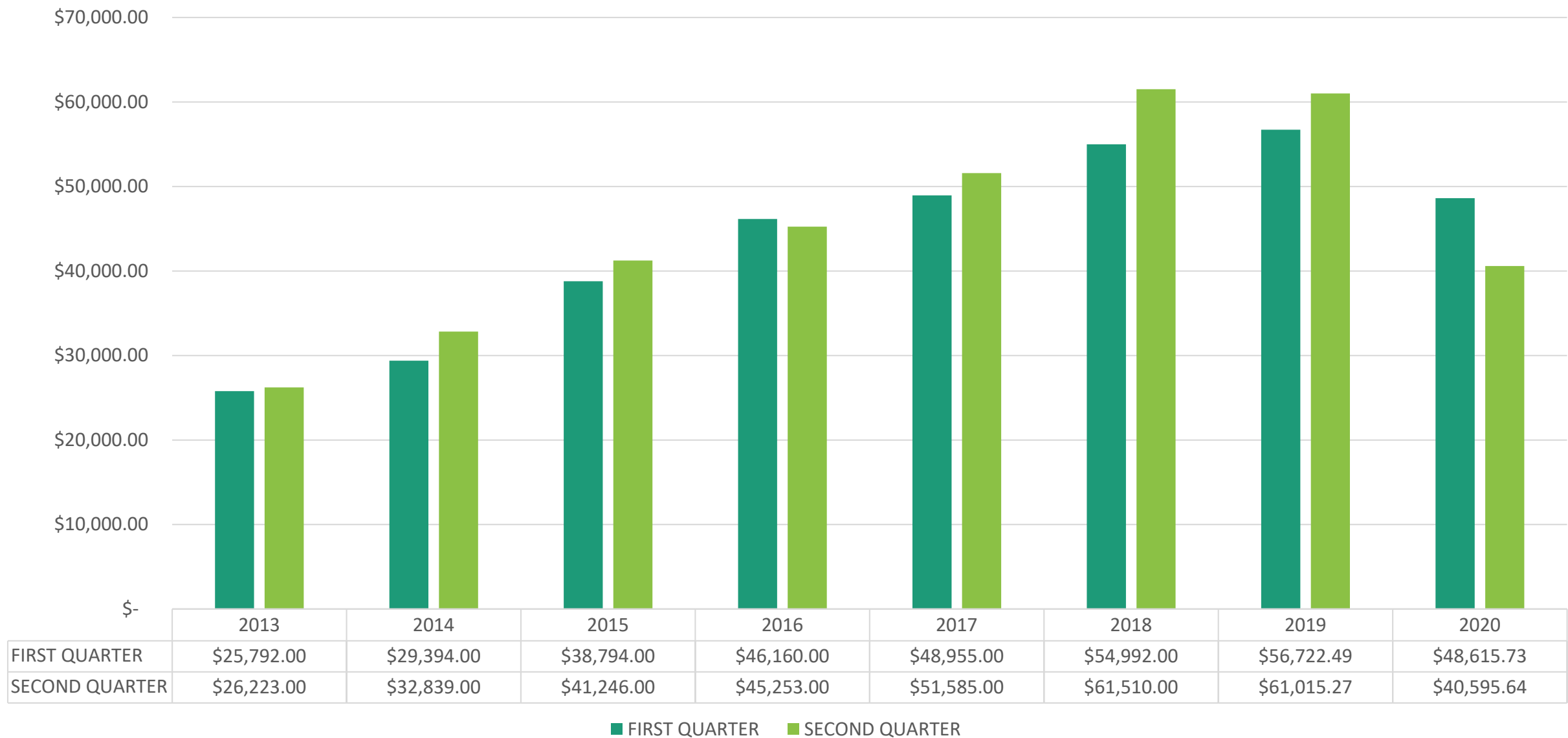
CHAMBERS AVENUE QUARTERLY 2013-2020



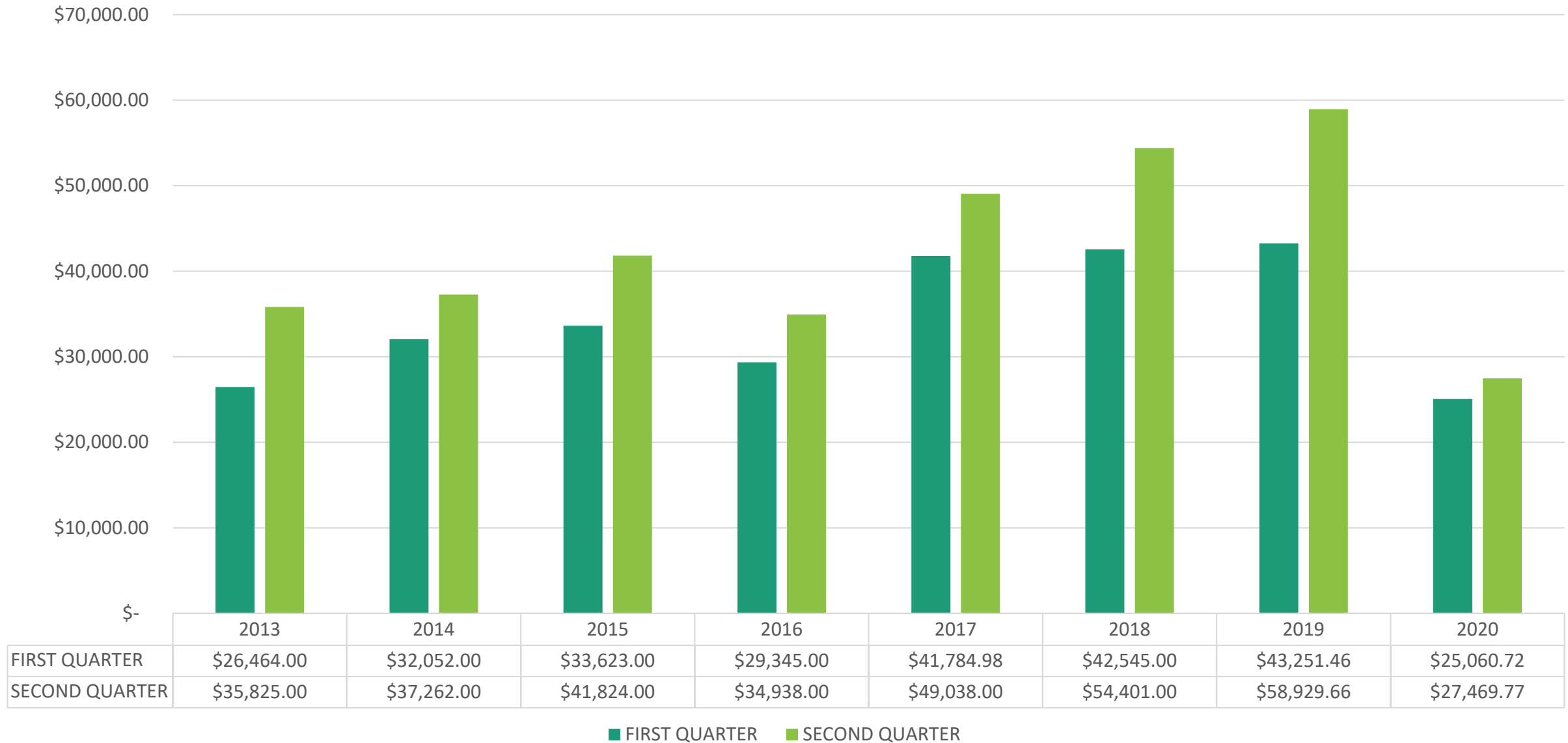
MARKET STREET QUARTERLY 2013-2020



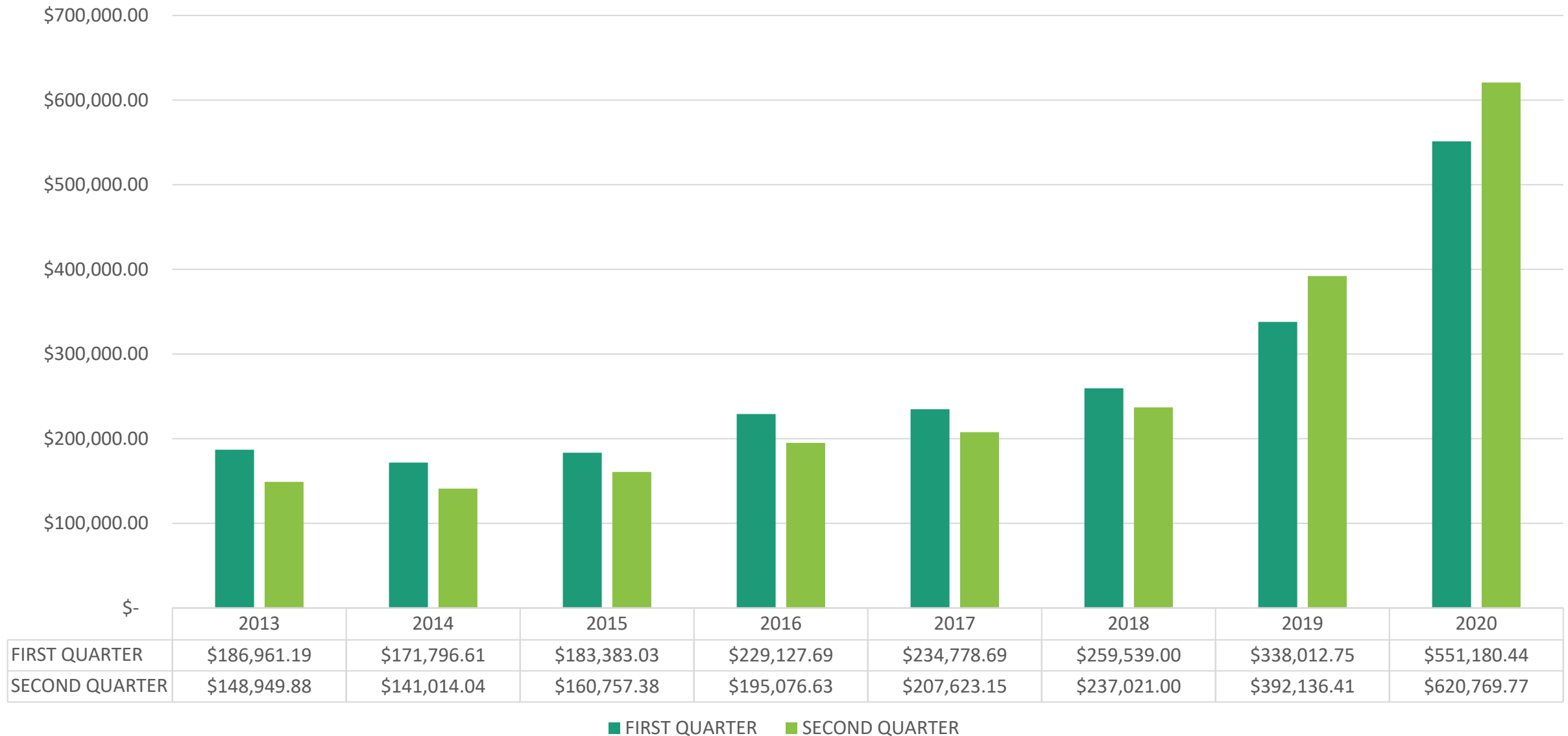
HIGHWAY 6/GRAND AVE. QUARTERLY 2013-2020



EAGLE RANCH QUARTERLY 2013-2020



OTHER AREAS QUARTERLY 2013-2020



Lower Basin Water Treatment Plant

Project Progress Report – August 11th, 2020

SAFETY

Total manhours worked to date = 100,000+

Health, Safety, and Environmental Incidents			
Incident Type	Details	Total Incidents in the Period	Total To Date
Health & Safety	None for reporting period	0	1
Environmental	None for reporting period	0	0
Community	None for reporting period	0	0

SCHEDULE

Project schedule update provided to team on July 17th, 2020

Notice to Proceed: 17 August 2018	<u>Original Contract</u>	<u>Current Contract</u>	<u>Forecast</u>
Total Contract Time	731 Days	874 Days	
Substantial Completion Date	11 July 2020	01 December 2020	26 January 2021
Final Completion Date	11 September 2020	01 February 2021	26 March 2021

PROJECT FINANCIALS

Payment Application #25 submitted and approved.

Preconstruction Contract Amount	\$638,062
Original Construction Contract Amount	\$22,938,752
Change Orders Approved to Date (CO's 1-11)	\$1,349,646
Overall GMP Including Approved CO's	\$24,288,398
Change Orders Approved to Date	1-11
Payment Applications Submitted	25
Amount Billed to Date	\$17,069,260.00

PROJECT UPDATE SUMMARY

- Majority of Yard Piping Done
- Doors, Rooms, and Structural Steel for Crane Painted in WTPB
- Chemical Equipment Set
- Electrical Gear Delivered/Installed
- Chemical Room HVAC Installed

PLANNED ACTIVITIES FOR THE NEXT 4 WEEKS:

- Pull Wire, Install Control Panels, Install Gear for Electrical
- Man Door Installation and Overhead Door Installation
- Continue Process Mechanical Pipe and Equipment Install
- HVAC/Ductwork/Plumbing Installation
- Yard Pipe Installation
- Liner in Drying Beds scheduled for mobilization
- Fire Suppression System Installation

PROJECT PHOTOS – SEE NEXT PAGE

PROJECT PHOTOS

Raw Water Pump Station 07-31-20



HVAC Install Floc/Sed Basins 07-31-20





To: Mayor and Town Council
From: Jenny Rakow, Town Clerk
Date: August 11, 2020

Agenda Item: LIQUOR LICENSE AUTHORITY - PUBLIC HEARING The Assembly, LLC Modification of Licensed Premises

REQUEST: THE REGULAR MEETING SHALL RECESS AND THE COUNCIL SHALL CONTINUE AS THE LIQUOR LICENSE AUTHORITY.

Caleb and Jaimie Mackey, owners of The Assembly, LLC have requested the Town of Eagle Liquor License Authority to consider a modification of premises for the Hotel & Restaurant License, located at 1143 Capitol Street.

BACKGROUND: Town staff has reviewed this request and has approved an Encroachment Permit Application allowing for use of the public property adjacent to this location. A Revocable License Agreement was prepared and approved outlining use of the property. The agreement has been fully executed by all parties and is attached to this application.

ANALYSIS: Due to COVID-19 and the dynamics establishments currently face regarding seating capacities and public health orders, expansion of outdoor seating areas are encouraged to offer additional seating area for restaurant owners. The Liquor Code allows for these solutions to assist business owners to seat more customers. This application accommodates the applicants request by adding additional premises by utilizing a "Sidewalk Service Area" modification. This additional area will continue with the license at renewal and will be reviewed by staff on an annual basis.

COMMUNITY INPUT: This meeting was publicly noticed in the Eagle Valley Enterprise and posted at the location 10 days prior to this hearing. This item will be a public hearing open for public comment.

BUDGET / STAFF IMPACT: There was no budget impact, this is a function of the clerk and community development departments to review and process these requests. Applicants paid \$250.00 for the Encroachment Permit Application.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The Strategic Plan business values are addressed while processing and recommending approval on applications regarding economic development opportunities for local businesses. Staff also reviews applications to address public health, safety and the environment.

Applications of this nature encourage creative business approaches and intend to stimulate economic vitality (Major Objective No. 5).

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION TO APPROVE OR DENY: FINDINGS AND ORDER APPROVING MODIFICATION OF LICENSED PREMISES FOR THE ASSEMBLY LLC LOCATED AT 1143 CAPITOL STREET UNIT 104 A&B .

ATTACHMENTS:

1. THE ASSEMBLY MODIFICATION 7.20.2020
2. NOTICE OF FINDINGS AND ORDER - MODIFICATION

Current License Number 03-12933
All Answers Must Be Printed in Black Ink or Typewritten
Local License Fee \$ 00.00

1. Applicant is a		Present License Number	
☐ Corporation ☐ Individual ☐ Partnership..... ☒ Limited Liability Company		03-12933	
2. Name of Licensee THE ASSEMBLY LLC		3. Trade Name THE ASSEMBLY	
4. Location Address 1143 CAPITOL STREET			
City EAGLE		County EAGLE	ZIP 81631

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
• License Account No. _____ ☐ Manager's Registration (Hotel & Restr.).....\$75.00 ☐ Manager's Registration (Tavern).....\$75.00 ☐ Manager's Registration (Lodging & Entertainment).....\$75.00 ☐ Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE	☐ Retail Warehouse Storage Permit (ea).....\$100.00 ☐ Wholesale Branch House Permit (ea) 100.00 ☐ Change Corp. or Trade Name Permit (ea) 50.00 ☐ Change Location Permit (ea) 150.00 ☐ Change, Alter or Modify Premises \$150.00 x _____ Total Fee _____ ☐ Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ ☐ Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x _____ Total Fee _____ ☐ Campus Liquor Complex Designation No Fee ☒ Sidewalk Service Area \$75.00
Section B – Duplicate License	
• Liquor License No. _____ ☐ Duplicate License..... \$50.00	

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE \$.00

Instruction Sheet

For All Sections, Complete Questions 1-4 Located on Page 1

☐ Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 5. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

☐ Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

☐ Section C

Check the appropriate box in section C and proceed below.

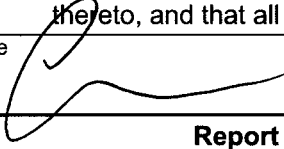
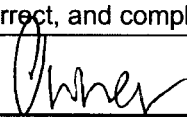
- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Campus Liquor Complex Designation**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 8) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 4 and complete question 11.

Storage Permit	5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit ☐ Retail Warehouse Permit for: ☐ On-Premises Licensee (Taverns, Restaurants etc.) ☐ Off-Premises Licensee (Liquor stores) ☐ Wholesalers Branch House Permit Address of storage premise: _____ City _____, County _____, Zip _____ Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.				
Change Trade Name or Corporate Name	6. Change of Trade Name or Corporation Name ☐ Change of Trade name / DBA only ☐ Corporate Name Change (Attach the following supporting documents) 1. Certificate of Amendment filed with the Secretary of State, or 2. Statement of Change filed with the Secretary of State, <u>and</u> 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td><td style="width: 50%;">New Trade Name</td></tr> <tr> <td>Old Corporate Name</td><td>New Corporate Name</td></tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	7. Change of Location NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held. Date filed with Local Authority _____ Date of Hearing _____ (a) Address of current premises _____ City _____ County _____ Zip _____ (b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee) Address _____ City _____ County _____ Zip _____ (c) New mailing address if applicable. Address _____ City _____ County _____ State _____ Zip _____ (d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.				

Change of Manager	8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8). (a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only) Former manager's name _____ New manager's name _____ (b) Date of Employment _____ Has manager ever managed a liquor licensed establishment? Yes ☐ No ☐ Does manager have a financial interest in any other liquor licensed establishment? Yes ☐ No ☐ If yes, give name and location of establishment _____
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	9. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities. (a) Describe change proposed <u>USE OF PUBLIC SIDEWALK FOR RESTAURANT SEATING AREA.</u> _____ _____ (b) If the modification is temporary, when will the proposed change: Start _____ (mo/day/year) End _____ (mo/day/year) NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00 (c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) Yes ☐ No ☒ (d) Is the proposed change in compliance with local building and zoning laws? Yes ☒ No ☐ (e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes ☐ No ☒ (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises. (g) Attach any existing lease that is revised due to the modification. (h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.
Campus Liquor Complex Designation	10. Campus Liquor Complex Designation An institution of higher education or a person who contracts with the institution to provide food services (a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex Yes ☐ No ☐
Additional Related Facility	11. Additional Related Facility To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises. (a) Address of Related Facility _____ (b) Outlined diagram provided Yes ☐ No ☐

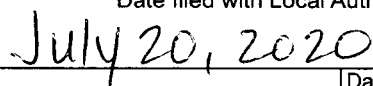
Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments hereto, and that all information therein is true, correct, and complete to the best of my knowledge

Signature 	Title 	Date 
---	---	--

Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. **Therefore, This Application is Approved.**

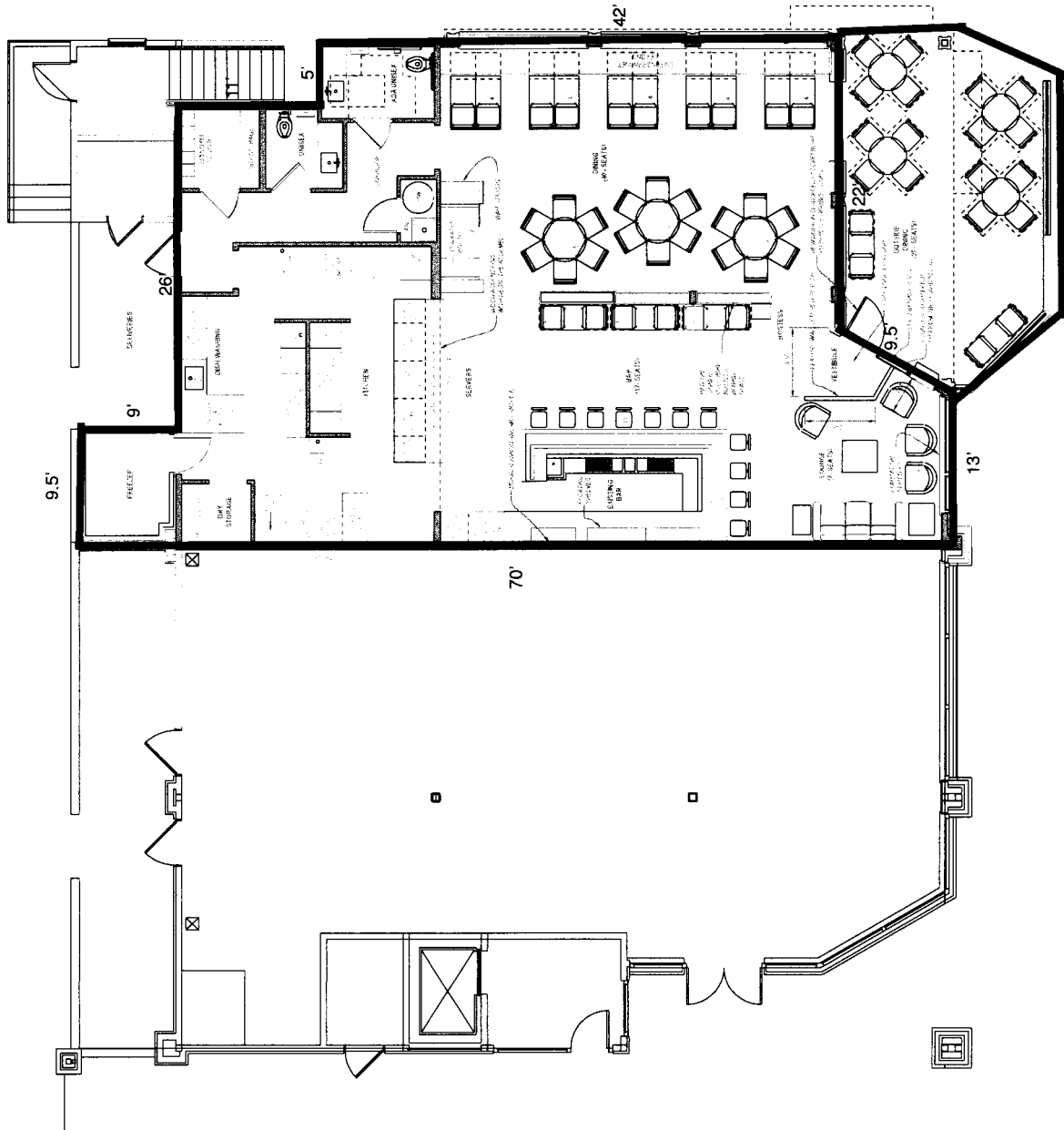
Local Licensing Authority (City or County) TOWN OF EAGLE	Date filed with Local Authority 
Signature	Title TOWN CLERK
	Date

Report of STATE Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Signature	Title	Date

ORIGINAL FLOOR PLAN AS APPROVED

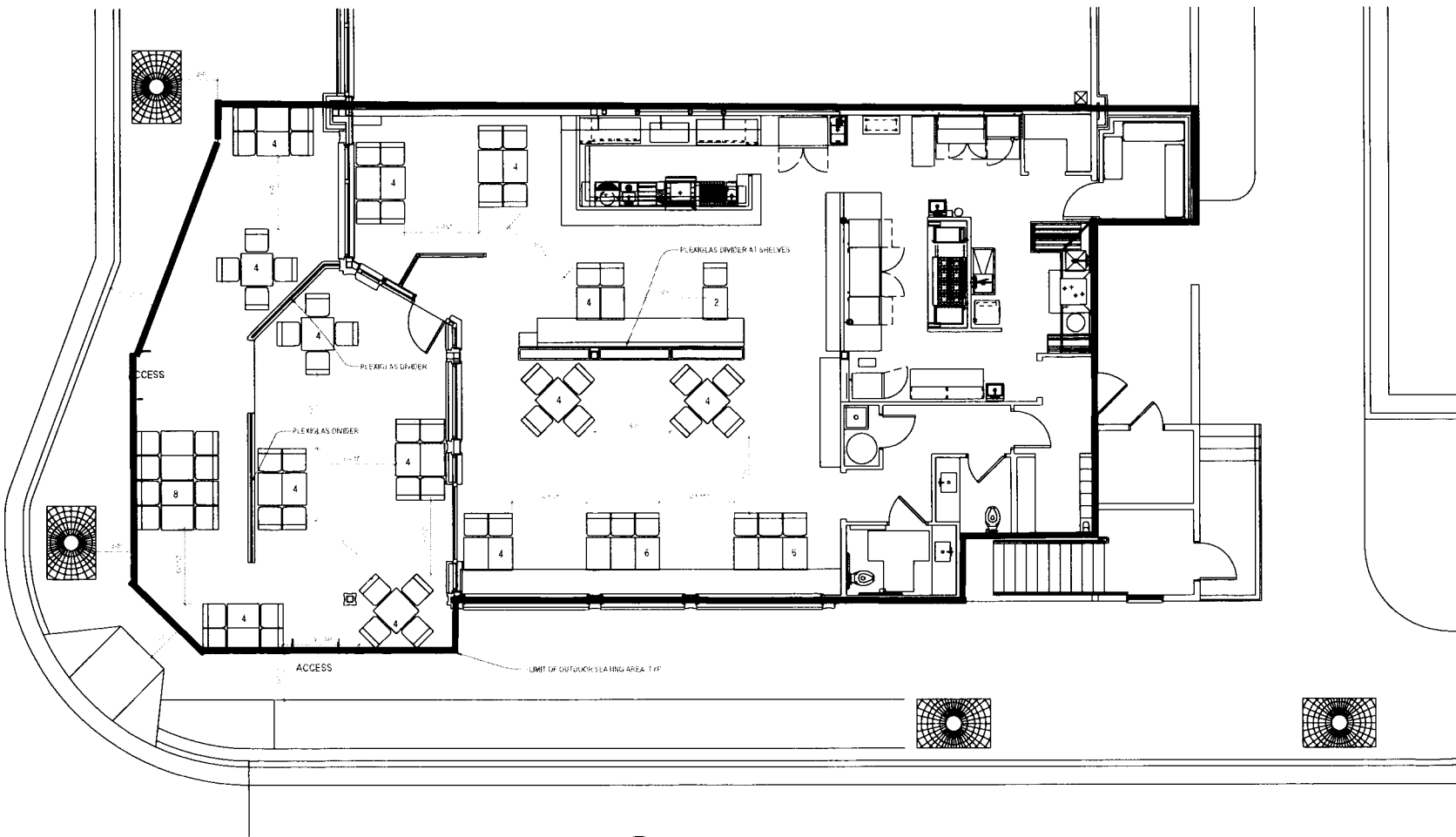


1 CONCEPTUAL FLOOR PLAN
SK-6 SCALE 1/8" = 1'-0"

SK-6
CONCEPTUAL
FLOOR PLAN

THE ASSEMBLY
1143 CAPITOL STREET
EAGLE, COLORADO

TURNIPSEED
ARCHITECTS, LLC
1143 CAPITOL STREET
EAGLE, COLORADO



1 SEATING CHART
CV19 SCALE 1/8" = 1'-0"

OUTSIDE SEATING	TABLES	CUSTOMERS
FOUR TOPS	7	28
EIGHT TOP	1	8
	TOTAL	36
INSIDE SEATING		
TWO TOP	1	2
FOUR TOPS	6	24
SIX TOPS	2	12
	TOTAL	38

MODIFICATION OF PREMISES ADDING OUTDOOR SEATING AREAS



TURNIPSEED
ARCHITECTURE
500 STRUCTURE
INTERIOR DESIGN
2000 E. 10TH AVE.

THE ASSEMBLY
1143 CAPITOL STREET
EAGLE COLORADO

DATE	REVISION
10/10/2020	1.00
10/10/2020	1.01
10/10/2020	1.02
10/10/2020	1.03
10/10/2020	1.04
10/10/2020	1.05
10/10/2020	1.06
10/10/2020	1.07
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10/10/2020	1.16
10/10/2020	1.17
10/10/2020	1.18
10/10/2020	1.19
10/10/2020	1.20

SCOTT S. TURNIPSEED AIA
ARCHITECTURE
& CONSTRUCTION INC.
1000 E. 10TH AVE.
EAGLE, CO 81631
PH: 303.841.1111
WWW.TURNIPSEEDAIA.COM

CV19
SEATING
CHART



ENCROACHMENT PERMIT

03-2020

PERMIT #

GENERAL INFORMATION		
Name of Project: The Assembly		File Number: EP20-03
Type: ☐ Residential ☒ Commercial ☐ Industrial ☐ Mixed-Use		
Vehicle Dimensions:		# of Parallel Parking Stalls Required:
Zone Districts: Eagle Ranch Neighborhood Center (PUD)	Associated Files: N/A	
PROPERTY INFORMATION		
Physical Address / Approved Locations: 1143 Capitol Street Units 104A & 104B & Eagle Ranch Business Association Property & Town of Eagle Right-of-Way to the east of the establishment.		
SPECIAL CONDITIONS		
Extended customer seating is hereby granted for the following approved locations within the Eagle Ranch Business Association property and Town of Eagle Right-of-Way (see attached Exhibit A - Site Map Approved Locations). An Encroachment Permit will not be considered to be active until a signed Encroachment License Agreement has been received by town staff. An Encroachment Permit will not be considered to be active unless or until a Certificate of Insurance has been provided naming the Town of Eagle as an additional insured and a certificate holder. The grant of the use of public right of way or public property shall be subject always to the Town's ownership of the right-of-way and the public health, safety and welfare. On a case-by-case basis, the Town reserves the right to temporarily suspend the Encroachment Permit to accommodate Special Events in the right-of-way. In cases where that is required, the Town will give 30-days' notice to the Permit Holder.		
ISSUED TO		
Name: Caleb Mackey / The Assembly	Phone Number: 515-708-2587	Email: caleb@theassemblyeagle.com
Mailing Address: PO Box 1415, Eagle, CO 81631		
NOTICE		
Pursuant to Chapter 5.06. - Sales within the Public Rights-of-Way and on other Public Property and Section 9.28.070. - Encroachment Permits are subject to all rules and regulations as established by the Town of Eagle's Municipal Code and the signed Revocable License Agreement.		

Approved for Issuance by: Chad Phillips
Town Planner

Date: July 10, 2020

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made this 19th day of June, 2020, by and between the Town of Eagle, COLORADO, a Colorado statutory municipality with a legal address of 200 Broadway Street, Eagle, Colorado 81631 (the "Town"), and The Assembly, LLC, a Colorado limited liability company, with a legal address of 1143 Capitol Street, Units 104A & 104B, Eagle, CO 81631 ("Licensee").

For and in consideration of the sum of two hundred and fifty dollars (\$250.00) paid by the Licensee to the Town, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. LICENSE

Licensee desires to obtain a License to occupy approved location(s) throughout the Town of Eagle as depicted in Exhibit A – Site Locations, attached hereto and incorporated herein by this reference (the "Property"). Subject to all the terms and conditions hereto, the Town hereby grants to Licensee a license to occupy and use the Property for the purpose set forth in Section 2 hereof.

SECTION 2. PURPOSE

The Property may be used and occupied by the Licensee for the purpose of expanding customer seating into the sidewalk Right of Way as approved in Exhibit A. The licensee is approved for operation in Public Right of Way twenty-four hours a day, seven days a week. Approved locations are in no way to be construed as a reservation of public space. Location(s) approved in Exhibit A have been reviewed based on normal traffic and safety conditions; Special Events constitute different traffic flows and safety measures. Therefore, anytime there is an active special event permit in the Town of Eagle, additional review and regulations will be enacted upon sidewalk and mobile vendors to ensure public safety, traffic flow, etc.

SECTION 3. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified therein. Approved location(s) may be unavailable at any day and time due to any of the following reasons: a special event is occurring, law enforcement needs the area, maintenance or construction is occurring or soon to occur. The grant of the use of public right of way or public property shall be subject always to the Town's ownership of the right of way and the public health, safety and welfare. Any Town official, including without limitation the Town Manager, Town Clerk, Town Special Event Coordinator, Town Code Enforcement Officer, Town Public Works Inspector/Operations Manager/Director and any Town Police Officer, may order the Licensee to vacate the premises at any time, for any reason.

SECTION 4. MAINTENANCE

Licensee shall not make any changes or construct any fixtures at any Town Property. Licensee shall deposit any accumulated business trash in permitted trash receptacles at licensee's own expense. Business trash shall not be deposited in public trash receptacles or any public utility or sewer. The licensee will ensure that laws are adhered to by customers of The Assembly.

SECTION 5. DAMAGE TO PROPERTY

Licensee shall be responsible for all damage to the Property arising out of or resulting from the use of the Property by the Licensee, its agents, employees, visitors, patrons and invitees. The Town shall notify Licensee immediately upon discovery of any damage to the Property. Licensee shall correct and repair the damage within one (1) week of notification or knowledge of the damage unless otherwise directed by the Town.

SECTION 6. INDEMNIFICATION

Licensee shall indemnify, hold harmless and defend the Town and its representatives, officers, employees, agents, and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property under this Agreement. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at his sole expense, or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

SECTION 7. INSURANCE

Licensee agrees to procure an insurance policy which includes and covers the Property that is the subject of this Agreement, and to name the Town as an additional insured thereon. Such insurance policy shall at a minimum include liability and property damage insurance, with a combined single limit for bodily injury and property damage of one million dollars (\$1,000,000) per person and two million dollars (\$2,000,000) per occurrence. A Certificate of Insurance showing the Town as an additional insured shall be provided to the Town within thirty (30) days of execution of this Agreement, and annually thereafter. The failure to provide the Certificate of Insurance shall be grounds for immediate termination of this Agreement and revocation of the license granted herein.

SECTION 8. NOTICES

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Town: Town of Eagle
Attn: Community Development Department
200 Broadway
Eagle, CO 81631

To Licensee: The Assembly
1143 Capitol Street, 104A & 104B
Eagle, CO 81631

SECTION 9. MISCELLANEOUS

A. Agreement Binding. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, subject to any other conditions and covenants contained herein.

B. Applicable Law and Venue. The laws of the State of Colorado and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement, and the venue for any legal proceeding arising out of this Agreement shall be Eagle County, Colorado.

C. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

D. Headings. The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

E. Assignment. Licensee may not assign or transfer this Agreement, except upon the express written authorization of the Town.

F. No Third-Party Beneficiaries. Except as expressly provided herein, there are no intended third-party beneficiaries to this Agreement.

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

H. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the City may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

I. Integration. The foregoing constitutes the entire agreement between the parties and no additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter of this Agreement.

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

TOWN OF EAGLE

By: Brandy Reitter
Brandy Reitter, Town Manager

LICENSEE:

[Signature]

STATE OF COLORADO)

COUNTY OF Eagle) ss.

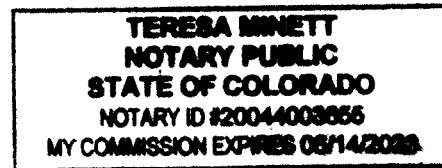
Subscribed, sworn to and acknowledged before me this 3RD day of July,
2020, by Robert H. Mackay.

My Commission expires June 14, 2023

(SEAL)

Teresa Minett

Notary Public



1 SEATING CHART

OUTSIDE B&B TWO		TABLES	CUSTOMERS
FOUR TOPS	7		28
EIGHT TOP	1	TOTAL	8
			36

INSIDE B&B TWO		TABLES	CUSTOMERS
TWO TOP	1		2
FOUR TOPS	6		24
SIX TOPS	2	TOTAL	13
			38



760-1000 527 21 0000

THE ASSEMBLY
1143 CAPITOL STREET
EAGLE, COLORADO

作 者	王 明
编 者	王 明
出 版 社	王 明
定 价	王 明

MOORE & TOWERS LLP
MEMBERSHIP
& CONSULTING INC.
P.O. Box 100
1000 Lakeshore Drive
Suite 1000 Lakeshore Drive
New York, New York 10022-1000

CV19
BEATING
CHART

LICENSE AGREEMENT

This License Agreement (this "Agreement") is entered into this 29 day of June, 2020, by and between Capitol and Founders, LLC, a limited liability company d/b/a The Assembly, ("Licensee") and Eagle Ranch Commercial Center Association, a Colorado non-profit corporation ("Licensor").

RECITALS:

Licensee desires to have access to a portion of the sidewalk in front of 1143 Capitol Street, Eagle, Colorado generally as depicted on the attached Exhibit A ("the Property") for purpose of food and beverage service including alcohol, and Licensor is willing to provide a license to Licensee for such purpose upon the terms and conditions contained in this Agreement.

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

1. License. Subject to Section 5 below, Licensor hereby grants to Licensee the temporary license ("License") to enter upon the Property for the purposes of: food and beverage service including alcohol. Licensee's use of the Property pursuant to the License shall, at all times, be in compliance with all rules and regulations and other requirements of the Eagle Ranch Commercial Center Association, Eagle Ranch Master Association and Town of Eagle, Colorado. This License shall commence on July 1, 2020 and shall expire on November 30, 2020, and Licensee shall vacate the Property no later than such time. The License may be extended upon mutual agreement of the parties.

2. Obligations of Licensee. In consideration of receiving the License, Licensee agrees to comply, at its sole cost and expense, with the obligations as follows:

a. Maintenance of the Property free from accumulation of waste materials, rubbish and the like caused by use of the Property, and shall return the Property to Licensor at the end of the License period clean and in the same condition as at the beginning of the License period; and

b. Obtain approval required by all regulatory authorities prior to the commencement of any use of the Property, including without limitation, the Town of Eagle and any other municipal or quasi-municipal body or any state, federal or local governmental agency or authority, which controls or may control the activities undertaken by Licensee under this Agreement on the Property.

3. Default. If Licensee fails to perform in accordance with the terms, covenants and conditions of this Agreement or is otherwise in default of any of the terms of this Agreement, then Licensor, after giving one (1) day's prior written notice to Licensee of the alleged default, and upon Licensee's failure to cure such breach within said period, shall have the option to terminate this Agreement and pursue all remedies available at law or in equity.

4. Compliance with Law. Licensee warrants that it will comply with all applicable laws, ordinances, rules and regulations having jurisdiction over the Property.

5. Insurance. At all times during the term of this Agreement, Licensee shall carry and maintain, in full force and effect, at its sole cost and expense, the following insurance policies with insurance companies satisfactory to Licensor. Licensor shall be named as an additional named insured as its interests may appear on the policies listed in Subparagraphs 7(a) and (b).

a. Commercial general liability insurance in an occurrence format in an amount of \$1,000,000 per occurrence, including the following coverages: contractual liability, personal injury, broad form property damage, independent Licensee and Property operations.

b. Comprehensive automobile liability insurance on all vehicles used in connection with this Agreement, in an amount of \$500,000 combined single limits for bodily injury and property damage, per occurrence.

c. Worker's Compensation insurance in accordance with the provisions of the Workers' Compensation Act of the State of Colorado for all its employees accessing the Property. Licensor requires sole proprietors who are excluded under the Act to carry Workers' Compensation insurance.

6. Delegation/Assignment. Licensee shall not delegate its duties under this Agreement or assign this Agreement without the prior written consent of Licensor, which consent may be granted or denied in Licensor's sole and absolute discretion.

7. Costs and Indemnification.

a. Licensee shall be solely responsible for all costs and expenses of all activities of Licensee upon the Property, and Licensor shall have no obligation to share in same with Licensee.

b. Licensee hereby covenants and agrees with Licensor to defend, indemnify and hold Licensor harmless from and against any and all losses, claims (including claims of mechanics' liens, personal injury, death or property damage), causes of actions, suits, damages, liabilities, expenses and costs of any kind (including reasonable attorneys' fees) arising or resulting from Licensee's entry upon the Property pursuant to the License and the activities of Licensee on the Property pursuant to this Agreement.

8. Miscellaneous.

a. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado.

b. Each reference herein to a party hereto shall be deemed to include its successors and assigns, all of whom shall be bound by this Agreement and in whose favor the provisions of this Agreement shall inure.

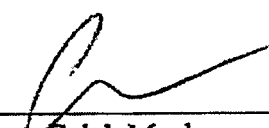
c. This Agreement may be executed in counterparts which when taken together shall constitute the entire agreement of the parties. This Agreement may be transmitted by telefax copier and the parties agree that their signature transmitted by telefax will constitute a duly executed counterpart of the Agreement.

d. In the event that Licensor must engage legal counsel to address any default or other matter arising under, or out of, this Agreement, Licensee shall pay to Licensor, immediately upon demand, all costs, including reasonable attorneys' fees and costs of collection, incurred by Licensor, and in the event of legal action, Licensor shall be awarded such sums at trial from Licensee in addition to any other remedy available at law or in equity.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and the date above written.

LICENSEE:

Capitol and Founders, LLC, a Colorado limited liability company

By: 

Name: Caleb Mackey

Title: Member

LICENSOR:

EAGLE RANCH COMMERCIAL CENTER ASSOCIATION, A Colorado nonprofit corporation

By: Mataura Corp., a Delaware corporation, its manager

By: 

Name: Steve Lindstrom

Title: President

EXHIBIT A

**To the License Agreement by and Between
Capitol and Founders LLC and the ERCC
Dated 29 of June 2020**

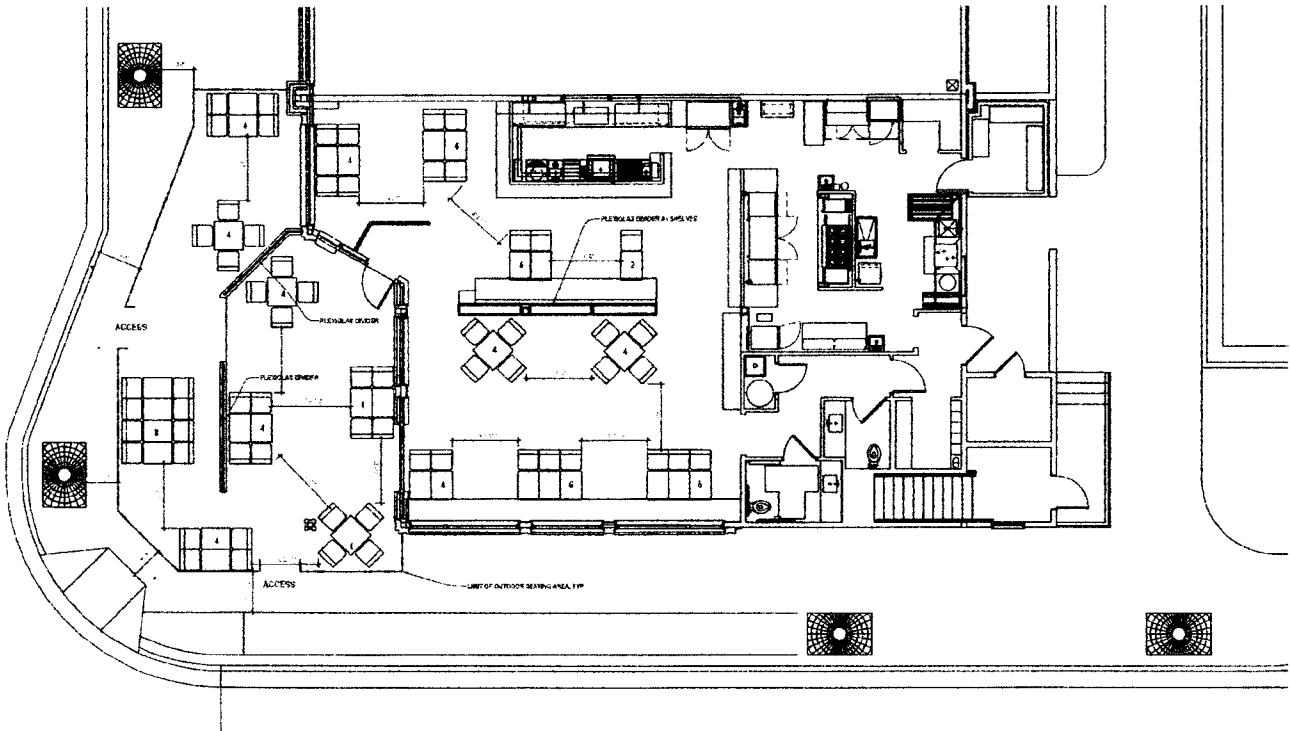


THE ASSEMBLY
1145 CAPITOL STREET
SAN JOSE, CALIFORNIA

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TABLE 99	11/11/11
TABLE 100	11/11/11

ROBERT A. THOMPSON, P.E.
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
LICENSE NO. 15123
MECHANICAL

CV19
DRAWING
CHART



SEATING CHART
CV19
SCALE: 1/8" = 1'-0"

OUTDOOR SEATING	TABLES	CUSTOMERS
FOUR TOPS	7	28
EIGHT TOP	1	8
	TOTAL	36
INDOOR SEATING		
FOUR TOP	1	2
SIX TOP	8	24
EIGHT TOP	2	12
	TOTAL	38



BEFORE THE TOWN OF EAGLE LIQUOR LICENSING AUTHORITY

200 BROADWAY
PO BOX 609
EAGLE CO 81631

FINDINGS AND ORDER APPROVING MODIFICATION OF LICENSED PREMISES

IN THE MATTER OF

Modification of Premises

The Assembly LLC

Address: 1143 CAPITOL STREET UNIT 104 A&B, Eagle CO

Having considered the application of Caleb and Jaimie Mackey Owners of The Assembly LLC for a Modification of Premises, and all attachments submitted therewith (the "Application"), having held a public hearing on the Application on August 11, 2020, following due and proper notice, all in accordance with the Colorado Liquor Code, 44-3-202(1)(b), 44-3-202(2)(a)(I)(A), and 44-3-202(2)(a)(I)(D), C.R.S. and having considered all relevant and competent evidence admitted at the said public hearing, the Local Licensing Authority FINDS THE PROPOSED MODIFICATION WILL MEET THE FOLLOWING:

1. The reasonable requirements of the neighborhood and desires of the adult inhabitants;
2. The licensee will have possession of the premises with an Encroachment Agreement.
3. The proposed modification is in compliance with the applicable zoning laws of the Town of Eagle;
4. The proposed modification protects the economic and social welfare and the health, peace, and morals of the people.
5. Plans and specifications identifying the area accompany the form and fee.
6. The proposed outside service area located on a sidewalk is immediately adjacent to the licensed premises;
7. The licensed premises, as temporarily modified, will comprise a definite contiguous area; and
8. Plans and specifications identifying the temporary outside service area located on a sidewalk accompany the form and fee.

BASED UPON THE FOREGOING, THE LOCAL LICENSING AUTHORITY HEREBY ORDERS that the application of Caleb and Jaimie Mackey Owners of The Assembly LLC for a Modification of Premises is hereby GRANTED.

DATED this 11th day of August 2020

LOCAL LIQUOR LICENSING AUTHORITY
TOWN OF EAGLE

Scott Turnipseed, Chair

ATTEST:

Jenny Rakow, Town Clerk



To: Mayor and Town Council

From: Jenny Rakow, Town Clerk

Date: August 11, 2020

Agenda Item: Resolution 46, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Three Members to Serve on the Eagle Ranch Housing Board"

REQUEST: The request is for appointment of three members to the Eagle Ranch Housing Corporation Board of Directions pursuant to the Bylaws adopted in 1999.

BACKGROUND: Scott Turnipseed, and Grant Murphy, were each appointed to serve on this board for two-year terms expiring on June 30, 2020. Ellen Bodenhemier was appointed to serve the remainder of Anne McKibbin's appointment on this board also expiring June 30, 2020, via the adoption of Resolution 19-2020.

ANALYSIS: It is the Council's discretion to determine who is appointed to these positions which are held for two year terms. Grant Murphy, Scott Turnipseed and Ellen Bodenhemier have all expressed interest in continuing to serve.

COMMUNITY INPUT: None required, this is a Council appointment.

BUDGET / STAFF IMPACT: None.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This appointment allows and intends to enhance the Town's Business Values with council members acting as a liaison with other entities.

RECOMMENDED ACTION OR PROPOSED MOTION: The Council should deliberate and confirm whom they would like to appoint to this position. Once confirmed, a Motion to approve Resolution 46, Series 2020 "A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing Three Members to Serve on the Eagle Ranch Housing Board" as written or update with the names of those appointed.

ATTACHMENTS:

1. 46 APPOINTING TOWN OF EAGLE MEMBERS TO SERVE ON EAGLE RANCH CORPORATION HOUSING BOARD

RESOLUTION NO. 46
(Series of 2020)

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE,
COLORADO, APPOINTING THREE MEMBERS TO SERVE ON THE EAGLE
RANCH HOUSING BOARD**

WHEREAS, The Eagle Ranch Housing Board requires three Town of Eagle appointments to its Board pursuant to its Bylaws; and

WHEREAS, Scott Turnipseed, and Grant Murphy, were each appointed to serve on this board for two-year terms expiring on June 30, 2020.

WHEREAS, Ellen Bodenhemier was appointed to serve the remainder of Anne McKibbin's appointment on this board also expiring June 30, 2020, via the adoption of Resolution 19-2020.

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

Section 1. That Scott Turnipseed, Ellen Bodenhemier, and Grant Murphy are hereby appointed to the Eagle Ranch Housing Board for two-year terms which shall all expire June 30, 2022.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the TOWN COUNCIL of the Town of Eagle, Colorado held on August 11, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, CMC
Town Clerk



To: Mayor and Town Council

From: Bill Shrum, Assistant to the Town Manager

Date: August 11, 2020

Agenda Item: Ordinance 21, Series 2020, “An Ordinance of the Town Council of the Town of Eagle, Colorado Calling a Special Election for November 3, 2020, to be Coordinated With Eagle County, and Submitting a Ballot Question to Qualified Electors at the Special Election to Create a Downtown Development Authority”.

REQUEST:

Staff requests that the Town Council review Ordinance 21, Series 2020 adding a ballot question for the 2020 coordinated election for the creation of a Downtown Development Authority (DDA).

INTRODUCTION:

The Downtown Colorado Inc. Community Assessment published a report presented to Council Jan 28, 2020 articulating that a formal organization of business and property owners would serve Economic Development and community enhancement in Downtown Eagle.

[Link to Jan 28, 2020 Council Meeting](#)

Local merchants and property owners have formed the Downtown Business Alliance last year and seek a more robust organization to serve the Downtown Eagle community. On June 23, 2020 they presented their request to the Town Council.

[Link to June 23, 2020 Council Meeting](#)

Staff has worked with our legal team to draft ballot language that would accomplish their request.

ANALYSIS:

In Colorado, ballot measures can originate in two different ways. They can be created by legislative action of the local elected body, or they can be the result of a citizen’s initiative. The local organization interested in the ballot question has not sought an initiative process.

If the ballot measure is approved, only qualified electors in the proposed boundary are eligible to participate in the vote. The proposed boundary of the DDA is included in the packet.

The community does not desire a mill levy associated with the creation of the DDA, so there are no elements in this ballot measure that refer to taxes or financing.

Final ballot language must be affirmed Sept 01, 2020; therefore, an ordinance of the Town Council is the most direct way to place this question on the ballot. Two scenarios are being proposed that would successfully place the question on the ballot. The difference allows for the Council to take more time to review the ordinance if necessary.

COMMUNITY INPUT:

The local business community has asked for this step. They have been independently working towards the creation of a Downtown Development Authority for more than a year. The Economic Vitality Committee has also written a letter in support of the creation of the Downtown Development Authority, included in the council packet.

BUDGET / STAFF IMPACT:

There is no additional budget impact with this ballot measure. Staff will contribute some time to assist the County in executing the election, preparing an eligible voters list and other due diligence given the unique boundary of the eligible electors.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Placing the question of a Downtown Development Authority on the ballot meets the Town's stated business values of Transparency and Community Engagement. This is a community proposed policy borne of sound planning and substantive dialogue.

RECOMMENDED ACTION OR PROPOSED MOTION:

There are two scenarios for consideration:

- 1) Staff recommends the Council make a motion to **approve** or **deny** Ordinance 21, Series 2020, "An Ordinance of the Town Council of the Town of Eagle, Colorado Calling a Special Election for November 3, 2020, to be Coordinated With Eagle County, and Submitting a Ballot Question to Qualified Electors at the Special Election to Create a Downtown Development Authority".
- 2) The Council may **table** the ordinance until August 25, 2020 at which point the Council must **approve** or **deny** Ordinance 21, Series 2020 by emergency measure to have the question successfully placed on the ballot.

ATTACHMENTS:

Ordinance 21-2020 DDA Ballot Question 0080620.pdf
Ordinance 21-2020 Exhibit A – DDA Proposed Boundary.pdf
2020-07-06 EVC Letter of Support for DDA on November Ballot.pdf

Town of Eagle
Attn: Town Council
200 Broadway
Eagle, CO 81631

July 6, 2020

Re: Letter of Support for the Downtown Development Authority on November Ballot

The Town of Eagle's Economic Vitality Committee would like to express our support in the formation of a Downtown Development Authority (DDA). The DDA is designed to be a catalyst in the development of Eagle's downtown district. The DDA provides for a variety of funding options including a tax increment financing mechanism, which can be used to fund public improvements in the downtown district.

If approved by the voters, the DDA would establish a special district that supports the economic and community vitality of the downtown area. The DDA is funded through incremental property taxes generated in the district. The DDA tax increment financing mechanism allows for the capture of the incremental growth of local property taxes over a period of time to fund public infrastructure improvements.

As a Committee, we believe that the formation of the Town of Eagle's DDA will be a benefit to the Town's economic vitality, as a strong downtown is the heart of a community. We are asking the Council to approve including the DDA formation on the November ballot.

Respectfully,

Town of Eagle Economic Vitality Committee

Kevin Brubeck, Chair
Kat Conner
Maren Cerimele
Mick Daly
Clark Gundlach
Rick Beveridge
Levi Rozga
Kari McDowell Schroeder

TOWN OF EAGLE, COLORADO
ORDINANCE NO. 21
(Series of 2020)

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO CALLING A SPECIAL ELECTION FOR NOVEMBER 3, 2020, TO BE COORDINATED WITH EAGLE COUNTY, AND SUBMITTING A BALLOT QUESTION TO QUALIFIED ELECTORS AT THE SPECIAL ELECTION TO CREATE A DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS, the Town Council, by ordinance, may submit the question of the establishment of a downtown development authority ("DDA") pursuant to C.R.S. § 31-25-801, *et seq.*, to the qualified electors within the proposed DDA boundary; and

WHEREAS, the Town Council finds and determines that: it is necessary to establish a DDA to develop and redevelop the Town's central business district; that a DDA will serve a public use; that a DDA will promote the health, safety, prosperity, security, and general welfare of the inhabitants thereof and of the people of the State of Colorado; that a DDA will halt or prevent deterioration of property values or structures within the Town's central business district; that a DDA will halt or prevent the growth of blighted areas within the central business district; that a DDA will assist the Town in the development and redevelopment of the central business district and in the overall planning to restore or provide for the continuance of the health thereof; and that a DDA will be of special benefit to the property within the DDA boundary.

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

Section 1. Status. Upon formation, the DDA shall be a body corporate and political subdivision with all the purposes and powers now or hereafter authorized by C.R.S. § 31-25-801, *et seq.*, and all additional and supplemental powers necessary or convenient to carry out and effectuate its purposes, and such other powers and authority as provided by law.

Section 2. Establishment of Boundaries. The area within the boundaries of the proposed DDA as described in **Exhibit A**, attached hereto and incorporated herein by this reference, is and traditionally has been the location of the principal business, commercial, financial, service, and government center of the Town, and is and has been zoned and used accordingly. Such area is established as being within the "central business district" and "downtown" area of the Town as defined by C.R.S. § 31-25-801, *et seq.*

Section 3. Election Call. A special election of qualified electors of the proposed DDA shall be conducted on November 3, 2020, pursuant to the authority and requirements of the Eagle Town Charter and C.R.S. § 31-25-801, *et seq.* No person will receive a ballot in the election unless the person is a qualified elector of the proposed DDA, as defined in C.R.S. § 31-25-802(9), and has signed a written oath before voting swearing that they meet each qualification required to vote on the ballot issue. The election shall be coordinated with Eagle County.

Section 4. Ballot Question. At the November 3, 2020 special election, there shall be submitted to the qualified electors of the proposed DDA the following ballot question:

Ballot Question No. 1

SHALL THE EAGLE DOWNTOWN DEVELOPMENT AUTHORITY BE ORGANIZED PURSUANT TO PART 8, ARTICLE 25, TITLE 31, COLORADO REVISED STATUTES, TO EXERCISE ALL POWERS AUTHORIZED THEREIN WITHIN THE BOUNDARIES OF THE AREA DESCRIBED AS DEPICTED ON THE MAP ATTACHED AS EXHIBIT A TO TOWN OF EAGLE ORDINANCE 21, SERIES 2020?

Yes _____ No _____

Section 5. Future Action. In the event the DDA is approved by a majority of the qualified electors voting thereon, the Town Council shall comply with the requirements of C.R.S. § 31-25-807, *et seq.*, for the organization of the DDA, including appointing members to the DDA board to promptly adopt a plan of development for the DDA and promulgate rules governing its procedures. The board of the DDA may, after formation and approval of the Town Council, adopt a plan of development that provides for tax increment financing for property tax and/or sales tax, as authorized by C.R.S. § 31-25-807(3).

Section 6. 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 7. Safety. This ordinance is deemed necessary for the protection of the public health, safety and welfare.

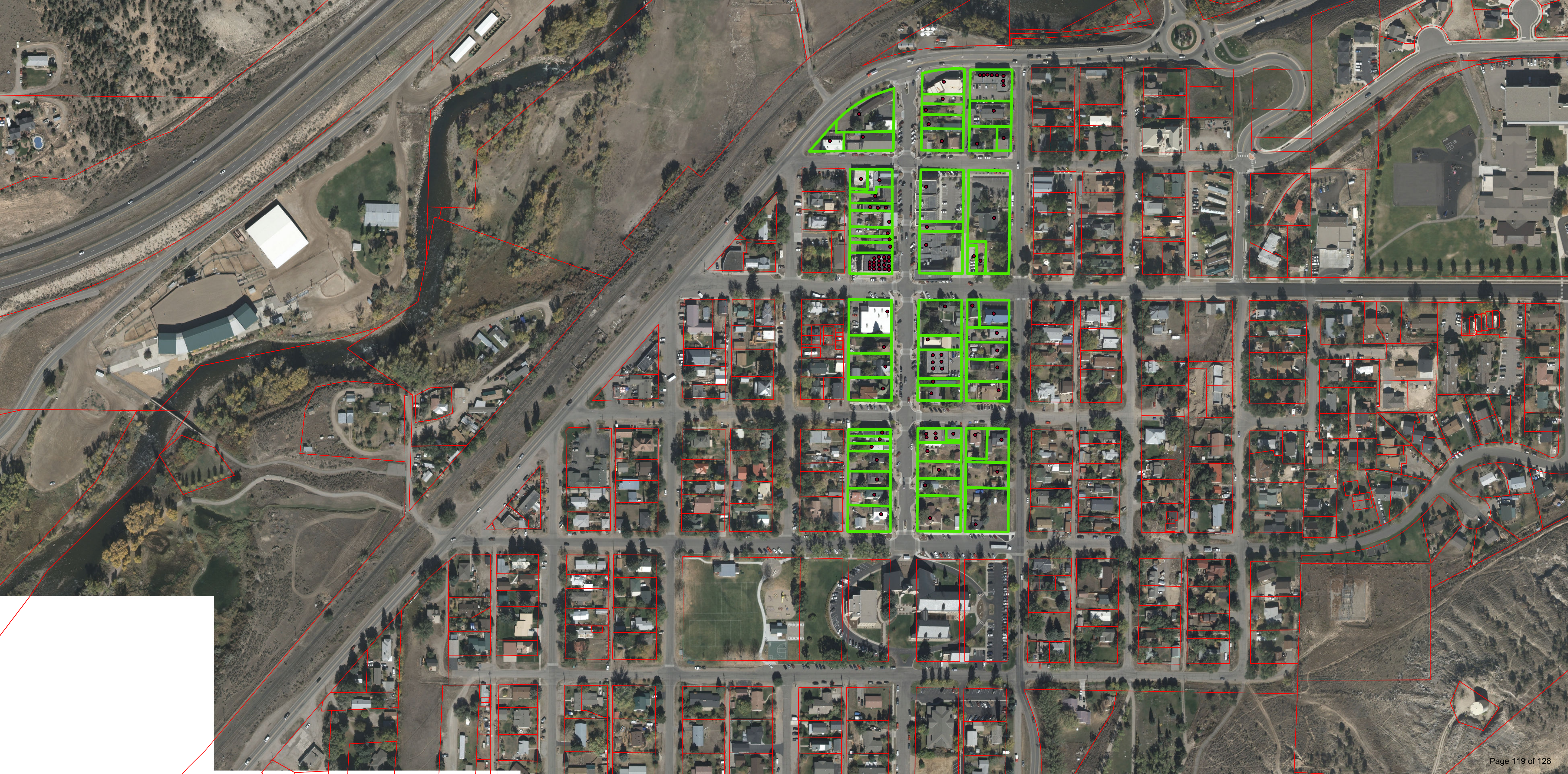
INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON AUGUST 11, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk





To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: August 11, 2020

Agenda Item: Resolution 50, Series, "A Resolution of the Town Council of the Town of Eagle, Colorado Submitting Two Ballot Issues to the Registered Electors of the Town of Eagle at the November 3, 2020 Coordinated Election, to Change the Lodging Occupation Tax From \$4.00 per Day per Occupied Lodging Room or Accommodation to 6% of the Cost of the Rental Fee Paid, and to Increase the Town's Use Tax on Construction and Building Materials from 4% to 4.5%"

REQUEST:

Staff requests that the Town Council review a draft resolution of possible ballot questions for the 2020 November election regarding the Lodging Occupation Tax and Use Tax.

INTRODUCTION:

Over the last few months, staff and the Town Council have discussed possible ballot questions. The Town Council directed staff to bring back ballot questions that addressed Lodging Occupation Tax and Use Tax. There was consensus on asking voters to approve changes to these tax initiatives. Staff has included drafts of the proposed ballot questions for the Town Council to review and give feedback on. Once feedback is received, staff will bring back the final drafts which will include completing the revenue analysis for the estimated amount that Town of Eagle taxes will increase for the first full fiscal year, which currently remains blank.

ANALYSIS:

Lodging Tax Question Summary

Based on the conversation from the Town Council meeting on [July 28, 2020](#), the group wanted to move forward with changing the current four dollar (\$4.00) per lodging night occupation tax to a percentage. The final decision was to charge 6% of the cost of the rental fee paid per night for any occupied hotel room or other similar accommodation. Revenues generated will continue to support the open space and the marketing and event programs. The draft ballot language remains consistent with the original voter approved ballot language, in which 50% of revenues derived will be used for open space and the other 50% of revenues derived will be used for marketing and events.

In reviewing the marketing and events language regarding use of funds, staff recommends clarifying the language in the ballot question. The current language does not specify funding events and the Town is

currently unable to use these funds to produce Town Events. The Town currently relies on sponsorships to fund Town produced events. However, Town produced events are budgeted within the Marketing and Events Department. If the use is expanded, then we will no longer have to continue to spend as much staff time on ensuring that sponsorship funding is completely cover the cost of all Town produced events. Although staff will continue to strive to obtain sponsorships for Town produced events.

Staff is recommending the following change to the language:

“and with 50% of the revenues from such tax to be used for the general marketing and promotion of the Town of Eagle and the marketing, ~~and~~ promotion **and funding** of Town of Eagle events for the purpose of generating additional revenue for existing and future lodging and other town businesses **and for the funding of town produced events;**”

Use Tax Question Summary

Based on the conversation from the Town Council meeting on [June 9, 2020](#), the group wanted to move forward with increasing the Use Tax from 4% to 4.5% to match Sales Tax. Since June, staff learned from the Colorado Department of Revenue that both taxes do not need to match. This is because when a Use Tax is applied, the vendor cannot charge Sales Tax regardless of the amount. Since this is the case and the rationale for the increase changed, staff thought it was important to let the Town Council know. If the Town Council wanted to proceed with the increase it would increase the Town’s use tax collections by 12.5%. The table below shows what additional revenue would be generated for the Town with a 0.5% increase to used tax based on a three years of use tax collection history and our 2020 budget:

4 Years of Use Tax Collections at Current 4%Use Tax Rate Compared to a 4.5% Use Tax Rate					
	2017	2018	2019	2020 Budget	TOTAL
Actual Use Tax Collections (4%)	\$ 525,581	\$ 353,198	\$ 312,200	\$ 250,000	\$ 1,440,979
Collections at a 4.5% use tax	\$ 591,278	\$ 397,348	\$ 351,225	\$ 281,250	\$ 1,621,102
Additional Revenue with 0.5% increase	\$ 65,698	\$ 44,150	\$ 39,025	\$ 31,250	\$ 180,122

COMMUNITY INPUT:

The community has given input on the desire to change the Lodging Tax. It was brought up during MEAC conversations. Community Input on the Lodging Tax wasn’t included with this proposal.

BUDGET / STAFF IMPACT:

There is a positive impact from these proposals. After feedback is received, staff will conduct a projected revenue analysis to include in the ballot questions on August 25 as required by TABOR.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal does align with the following business values:

Sound Planning and Appropriate Investment – To maintain a minimum level of service, town should identify revenue generating activities that pay for services. When appropriate, revenues should cover the cost of providing a service. Revisiting lodging tax under Home Rule, could help the Town generate more revenue to support marketing, events and open space programs. By reducing the General Fund subsidy, funding would go to other general government services that do not have adequate investment

from the Town. An increase to use tax would generate more revenue for the capital improvements fund which would allow for either a lower subsidy from the general fund on an annual basis or would allow for greater investment into our capital projects without having to take out as much debt for the highway 6/Grand Avenue project.

Economic Development – If the Town Council increases the revenues from lodging tax and funds the same programs, it would be an investment in economic development activities. Investments in open space, trails, recreation, marketing and events typically have a return on the investments made by the Town.

This proposal does not align with the current strategic plan:

Major Objective 8: Improve Housing Availability and Affordability – The one-half percent (0.5%) increase to use tax may decrease the affordability of housing in the Town as this will increase to cost to build which is inevitably be passed on to the purchaser. The cost of housing in Colorado remains over 60% higher than the national average.

RECOMMENDED ACTION OR PROPOSED MOTION:

There are two actions required of Town Council:

1. Lodging Occupation Tax – Request any modifications to the draft ballot language.
2. Use Tax – Determine if the Council would like to move forward with the ballot question for the November election and if so, request any modifications to the draft ballot language.

ATTACHMENTS:

- Resolution No. 50

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 50
(Series of 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO SUBMITTING TWO BALLOT ISSUES TO THE REGISTERED ELECTORS OF THE TOWN OF EAGLE AT THE NOVEMBER 3, 2020 COORDINATED ELECTION, TO CHANGE THE LODGING OCCUPATION TAX FROM \$4.00 PER DAY PER OCCUPIED LODGING ROOM OR ACCOMMODATION TO 6% OF THE COST OF THE RENTAL FEE PAID, AND TO INCREASE THE TOWN'S USE TAX ON CONSTRUCTION AND BUILDING MATERIALS FROM 4% TO 4.5%

WHEREAS, in April 1996, Town of Eagle voters approved a lodging occupation tax of \$2.00 per day per any occupied hotel room or other similar accommodation, with all revenues derived to be used exclusively for the preservation of agricultural lands and for the acquisition, maintenance and management of lands and easements in and around the Town for open space buffer zones, trails within open space areas, wildlife habitats and wetland preservation;

WHEREAS, Town of Eagle voters last approved an increase to the lodging tax in November 2011, when the tax increased from \$2.00 to \$4.00 per day per any occupied hotel room or other similar accommodation, with all revenues derived from the \$2.00 increase to be used exclusively for general marketing and promotion of the Town and the marketing and promotion of Town events for the purpose of generating addition revenue for existing and future lodging and other Town businesses;

WHEREAS, in April 2014, Town of Eagle voters approved an expansion of the use of the \$2.00 lodging tax revenues for the purpose of open space to include the construction and maintenance of soft path recreation trails connecting to the existing Eagle area trails system and the construction of facilities such as restrooms, parking areas, and other physical improvements that improve the quality of the user's experience when utilizing Town open space and adjacent lands;

WHEREAS, the Town of Eagle would like to expand the use of the \$2.00 lodging tax revenues for general marketing and promotion of the Town and the marketing and promotion of Town events for the purpose of generating additional revenue for existing and future lodging and other Town businesses, to specify the funding of events and also be used for funding Town produced events;

WHEREAS, the Town Council wishes to submit to the registered electors of the Town at the November 3, 2020 coordinated election the question of whether to change the lodging tax from \$4.00 per day per occupied room to 6% of the rental fee paid, with 50% of revenues derived from this occupation tax to be used for the purpose of the preservation of agricultural lands and for the acquisition, maintenance and management of lands and easements in and around the Town for open space buffer zones, trails within open space areas, wildlife habitats and wetland preservation, construction and maintenance of soft path recreation trails connecting to the existing Eagle area trails system and the construction of facilities such as restrooms, parking area,

and other physical improvements that improve the quality of the user's experience when utilizing Town open space and adjacent lands, and the other 50% of revenues derived from this occupation tax to be used for the purpose of general marketing and promotion the Town and the marketing, promotion and funding of Town events for the purpose of generating additional revenue for existing and future lodging and other Town businesses and for the funding of Town produced events;

WHEREAS, the Town imposes a use tax on construction and building materials purchased outside the Town at retail and used or consumed in the Town; and

WHEREAS, the Town Council wishes to submit to the registered electors of the Town at the November 3, 2020 coordinated election the question of whether to increase the use tax from 4% to 4.5%, with all revenues derived from the increase in the use tax to be used for any lawful governmental purpose.

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

Section 1. At the November 3, 2020 election, the following ballot issue shall be presented to the registered electors of the Town:

SHALL TOWN OF EAGLE TAXES BE INCREASED \$ [REDACTED] IN THE FIRST FISCAL YEAR AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY A CHANGE IN THE TOWN'S LODGING TAX FROM \$4.00 PER DAY PER OCCUPIED LODGING ROOM OR ACCOMMODATION TO 6% OF THE COST OF THE RENTAL FEE, PRICE OR OTHER CONSIDERATION PAID OR RECEIVED FOR THE LODGING ON EACH FULL DOLLAR OF SAID RENTAL FEE, COST OR OTHER CONSIDERATION PAID, WITH THE TAX INCREASE COMMENCING ON JANUARY 1, 2021; WITH 50% OF THE REVENUES FROM SUCH TAX TO BE USED FOR: THE PRESERVATION OF AGRICULTURAL LANDS; THE ACQUISITION, MAINTENANCE AND MANAGEMENT OF LANDS AND EASEMENTS IN AND AROUND THE TOWN FOR OPEN SPACE BUFFER ZONES, TRAILS, WILDLIFE HABITATS AND WETLAND PRESERVATION; CONSTRUCTION AND MAINTENANCE OF SOFT PATH RECREATION TRAILS CONNECTING TO THE EXISTING EAGLE AREA TRAILS SYSTEM; AND THE CONSTRUCTION OF FACILITIES SUCH AS RESTROOMS, PARKING AREAS, AND OTHER PHYSICAL IMPROVEMENTS THAT IMPROVE THE QUALITY OF THE EXPERIENCE FOR USERS OF TOWN OPEN SPACE AND ADJACENT LANDS; AND WITH 50% OF THE REVENUES FROM SUCH TAX TO BE USED FOR THE GENERAL MARKETING AND PROMOTION OF THE TOWN OF EAGLE AND THE MARKETING, PROMOTION AND FUNDING OF TOWN OF EAGLE EVENTS FOR THE PURPOSE OF GENERATING ADDITIONAL REVENUE FOR EXISTING AND FUTURE LODGING AND OTHER TOWN BUSINESSES AND FOR THE FUNDING OF TOWN PRODUCED EVENTS; AND SHALL THE REVENUES FROM SUCH TAX AND ANY INVESTMENT EARNINGS THEREON BE COLLECTED AND SPENT BY THE TOWN AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING OR

OTHER LIMITATION CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Section 2. At the November 3, 2020 election, the following ballot issue shall be presented to the registered electors of the Town:

SHALL TOWN OF EAGLE TAXES BE INCREASED \$ [REDACTED] IN THE FIRST FISCAL YEAR AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY AN INCREASE IN THE TOWN'S USE TAX ON CONSTRUCTION AND BUILDING MATERIALS PURCHASED OUTSIDE THE TOWN AND USED OR CONSUMED INSIDE THE TOWN FROM 4.0% TO 4.5%, WITH THE TAX INCREASE COMMENCING ON JANUARY 1, 2021, WITH THE REVENUES FROM SUCH TAX TO BE USED FOR ANY LAWFUL GOVERNMENTAL PURPOSE DETERMINED BY THE TOWN COUNCIL, AND SHALL THE REVENUES FROM SUCH TAX AND ANY INVESTMENT EARNINGS THEREON BE COLLECTED AND SPENT BY THE TOWN AS A VOTER-APPROVED REVENUE CHANGE, WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING OR OTHER LIMITATION CONTAINED IN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

INTRODUCED, READ, PASSED AND ADOPTED ON AUGUST 11, 2020.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

Castleton Masonry, Inc.



Proposal For: Broadway Streetscape Masonry Repairs
Town Of Eagle, Eagle, Colorado

August 3, 2018

Proposal To: Jerad Parker / Scott Turnipseed (7/29/20)
Public Works Supervisor
Town Of Eagle

revised: 7.29.20

Per Walk-Through With Jerad:	
Labor & Setting Material - Paver Repairs, Stone Veneer Repairs:	
Replacement Pavers To Be Supplied By Town Of Eagle:	
1) ADA Ramp At HWY 6, West Corner, Repairs Pavers:	completed
2) ADA Ramp & Paver Hole At 2nd, N.W. Corner:	completed
3) Paver Hole At CMC:	completed
4) ADA Ramp Pavers 2nd, S.W. Corner:	completed
5) Tree Grate Hole, West Side, Real Estate Office:	completed
6) ADA Ramp Paver Repairs, Washington Street:	completed
7) Paver Repair At Kuttin' Corner:	completed
8) ADA Ramps (two each) At 3rd & Broadway, West Side:	completed
9) Stone Veneer Wall Repairs At The Brush Creek Seating Wall:	\$500.00
10) Paver Repairs At The Pharmacy Ramp:	completed
11) Paver Repairs At Pharmacy Tree Grate, Three Locations:	completed
12) "Five Tree" Misc. Paver Holes To Be Repaired:	completed
13) ADA Pavers At 4th, N.W. Corner & Sidewalk Paver Repairs:	completed
14) 407 Broadway, Paver Repairs At Curb & Tree grate:	completed
15) Fix Paver Dip/Hole At 425 Broadway:	completed
16) Fix Paver Holes At 431 Broadway:	completed
17) 5th & Broadway, ADA Ramps (two each), Paver Repairs:	completed
18) 441 Broadway, Repairs Paver Hole At Curb:	completed
19) Repair Stone Veneer And Tuck Point Caps At Broadway South Island: And The North Broadway Island:	\$2,500.00
20) West Broadway Tree Grate Paver Holes, Repair Three Locations:	completed
21) 428 Curb/Paver Repairs:	completed
22) 426 Curb/Paver Repairs:	completed
23) 404 Broadway, Repairs Loose Pavers:	completed
24) 4th & Broadway, East/North, Repair Low Pavers:	completed
25) Repair Pavers At Tree Grates, Yeti's:	completed
26) Repair Pavers At Tree Grates & Curb, Everyday Outfitter:	completed
26) Repair Pavers At Tree Grates, Fusion Hair:	completed
27) ADA Paver Repairs At Fusion:	completed
28) Paver Curb/Tripper Repairs 306 Studio B:	completed
29) 3rd & Broadway, S.E. Corner Paver Repairs:	completed
30) 3rd & Broadway, N.E. Corner, ADA Pavers:	completed
31) 2nd & Broadway, N.E. & S.E. ADA Repairs, And Patch Concrete:	completed
32) Replace Missing Stone Veneer Or Reattached Stone Veneer At All Seating Walls, Reset Caps & Regrout Caps, T&M Budget:	\$5,500.00
33) Power Wash Black Film On Seating Wall Caps & Apply One Coat Of Stone Sealer, T&M Budget:	\$6,000.00
*NOTE: item #33 will require parking restrictions to allow for power washing	
Total For Above:	\$14,500.00

Clarifications & Exclusions

- 1) Payment terms are a deposit of 30% due at the project start, 0% retainage, 30 day payments, final payment at completion. If 10% retainage is going to be held add 3% to the above pricing
- 2) The bid is good for 30 days.
- 3) Excludes snow removal, tenting and heating.
- 4) Includes stone rubble removal from the job site.
- 5) Bid per plans dated: per site walk through
- 6) Approximate start date: 2018/2020
- 7) Excludes flashing and caulking.
- 8) NOTE: stone is a natural material, variations in color and texture are common.
Requests for special colors or textures may cause an increase in the bid amount.
- 9) NOTE: drystack stone style has minimal grout and can become loose over time due to freeze thaw cycles. Interior drystack stone veneer is not installed to be climbed on and is not intended to be a climbing wall. Interior Drystack stone veneer needs to be periodically checked for stones that may become loose over time due to house/building conditions.
- 10) NOTE: natural mortar color, grey or colored, will have shade and color variations.
- 11) Castleton Masonry, Inc. equipment (including scaffolding) is not to be used by other trades, general contractor and/or owner with out written approval from Castleton Masonry, Inc. owners.

Approved:

Date:

Estimated By: Chris Cook

Office (970)328-8055 ❖ Fax (970)328-8066

P.O. Box 915, Eagle CO 81631

Castleton Masonry, Inc.

Conditions Of Construction

Proposal For: Broadway Streetscape Masonry Repairs

Town Of Eagle, Eagle, Colorado

August 3, 2018

revised: 7.29.20

Site Conditions

- 1) An on site storage and mixing area is to be provided. If off site storage or mixing is required added costs to the contract will be required.
- 2) On site water and electricity is to be provided by the general contractor/owner in reasonable distance to the mixing area.
- 3) Castleton Masonry, Inc. does not include protection of other trades work (roofing, landscaping pavement, ect.) unless otherwise specified in the proposal.
- 4) The general contractor/owner is to provide on site trash containers for Castleton Masonry, Inc. to dispose of trash, unless specified otherwise in the bid.
- 5) If safe and clean working conditions do not exist on the job site Castleton Masonry, Inc. may stop work until the working conditions are safe and clean. **Safety Is A Priority.**
- 6) Castleton Masonry, Inc. equipment is not to be used by any other trades, general contractor and/or owner without written approval from Castleton Masonry owners.

Weather Conditions

- 1) Work per the attached proposal is to be completed under good weather conditions. Delays due to snow, rain or other adverse weather will cause an extension of the masonry schedule.
- 2) Temporary heating and weather protection is not included unless specified otherwise the bid.
- 3) Working under winter conditions will cause additional labor and material costs for heating weather protection, and loss of production. Castleton Masonry, Inc. will require written approval of these costs before proceeding with winter work.
- 4) Installing masonry under winter conditions can cause damage to masonry work. Castleton Masonry, Inc. may stop work if adequate winter protection is not in place by the general contractor or owner.
- 5) If heated or special storage is required Castleton Masonry, Inc. will require additional compensation.

Added Work

- 1) Castleton Masonry, Inc. will complete added work per signed change order or per the following time and materail rates with daily approval:
Mason, \$55.00 per hour (\$82.5.00/hour overtime), Supervision, \$70.00 per hour (\$105.00/hour overtime)
Laborer, \$45.00 per hour (\$67.50/hour overtime), Material Mark-Up At 35%

Installation Clarifications

- 1) Overtime is not included in the base bid, unless specified otherwise.
- 2) Written approval of samples will be required prior to starting work.
- 3) Sealers are not included in the bid, unless specified otherwise.
- 4) Castleton Masonry, Inc. will correct faulty substrates on a time and material basis only if approved by the general contractor or owner.
- 5) In the event of a legal dispute legal fees and other costs incurred will be paid to the prevailing party.
- 6) Invoices are due in 30 days, over 30 days will be charged interest at 1 1/2% per month.
- 7) Costs of collection and legal fees shall be charged on accounts more the 60 days overdue.
- 8) Cracking and efflorescence may exist with stucco and masonry.
- 9) Masonry areas exposed to running, draining or standing water, ice, or snow are not warranted.
(parapets, roof drains on to masonry, efflorescence on site walls)

Reviewed By:

Date:

CASTLE LODGE #122 A.F. & A.M.
PO BOX 783
EAGLE, CO 81631



Town of Eagle,

For 18 years, the Eagle Masonic Lodge (aka; Castle Lodge #122, A.F. & A.M.), as you know, hosts a Toy Story annually at Christmas for underprivileged Eagle County kids. We pride ourselves on service to our community's children in a discreet, and direct-to-the-family approach. Last year for Christmas 2019, we were able to provide toys for over 600 children (614, at the final count) over a three-day period. Most of these kids would not have had a Christmas with the spirit of giving otherwise.

Our understanding is that the Town of Eagle is looking for positive outlets to donate surplus COVID-19 funds. This letter is to serve as a request for funds for the Jon Asper Memorial Toy Store, to be held at the Eagle Masonic Lodge, during the week of Christmas 2020. With the outbreak of COVID, and the subsequent economic impacts, we anticipate a higher than normal need in our community this Christmas season. To give you an idea, here's approximately how the numbers break down:

We typically spend about \$10 per child for the Toy Store. At \$6,000 total typical costs, we offset a portion of that cost with direct toy donations through City Market and other sources. While we cannot depend on these, we typically see enough donations from City Market, private donors, and our own membership to fund about \$2,500 worth of toys. Or slightly less than half the total need.

In addition to the \$1,000 being provided to this effort from the Community Funding requests, we are asking for \$1,500 from the COVID surplus funds. Every penny will go directly to purchasing toys, bicycles, bicycle helmets, and gift supplies. It has been a hard year, both financially and emotionally, for many families in our community and we want to share some joy during the holiday season.

We sincerely appreciate your consideration of donating to the Toy Store. Regardless of the outcome of your decision, we would also like to warmly invite you and/or your representative to attend this year's Toy Store, to see for yourselves just how beneficial it is. For further questions, or to organize the outcome of your decision, please contact our Secretary at the below information. Thank you for your consideration.

Luke Causey, Secretary
225-931-2664
luke09@gmail.com
Castle Lodge #122, A.F. & A.M.
Eagle, CO