



**Tuesday, March 26, 2019**  
**Public Meeting Room / Eagle Town Hall**  
**200 Broadway Eagle, CO**

*This agenda and the meetings can be viewed at [www.Townofeagle.org](http://www.Townofeagle.org).  
Meetings are also aired online at <https://vimeo.com/channels/Townofeagle/>.  
Times listed are approximate and are subject to change.*

**6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL**

1. Moment of Silence for Eric Hill

**ADOPTION OF AGENDA** *(Opportunity for amendment or deletions to this evenings agenda.)*

**PUBLIC COMMENT** - *Citizens are invited to comment on any item not on the Agenda subject to a public hearing. Please limit your comments to five (5) 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 - 35 Minutes**

1. Employee Introductions: Charlie Davis Building Official, Suzanne Goodwin Information Center Manager and Daniel McFarland Water/Wastewater Operator (5 Minutes)
2. One Book One Valley Proclamation, Lori Barnes Vail Public Library (10 Minutes)
3. Elevate Eagle, Colton Berck Planner I (10 Minutes)
4. Greater Eagle Fire Protection District Proposed Wildfire Mitigation Projects” - Hugh Fairfield-Smith GEFPD Wildland Coordinator (10 minutes)

**CONSENT AGENDA - 5 Minutes** *Consent agenda items are routine Town business, items which have received clear direction previously from the board, final land use file documents after the public hearing has been closed, or which do not require board deliberation. (5 Minutes)*

1. Minutes - March 12, 2019
2. Resolution 17-2019 A Resolution Adopting The 2018 Eagle County, Co Hazard Mitigation Plan Update and Authorizing the Chairman of Eagle River Fire Protection District to Sign the Approved Agreement, Bill Shrum Assistant to the Town Manager

**TOWN MANAGER AND DEPARTMENT UPDATE - 20 Minutes**

1. Town Manager Update
2. Eagle River Park, NV5
  - a. Change Order No. 9 Eagle River Park \$65,585.00

**PUBLIC HEARING - Quasi Judicial Hearing - 90 Minutes**

1. **Project:** Red Mountain Ranch Planned Unit Development

**File #:** PUD18-01

**Applicant:** Mervyn Lapin and Red Mountain Ranch Partnership, LLP

**Location:** Approximately 130 acres on the east end of the town boundaries, south of Highway 6, north of the Eagle River. Parcel Numbers 193926300012, 193927400039, 193927300029, 193934200041, 193934200042, 193933100004, 193933100002 in unincorporated Eagle County.

**Staff Contact:** Carrie McCool, Interim Planner

**Request:** Request for a Planned Unit Development (PUD) Zoning Map Application - max of 153 dwelling units of various types, limited commercial areas, and open space/park areas. Site Specific Development Plan (vesting of property rights).

## **OPEN PUBLIC HEARING**

### **OLD BUSINESS - 20 Minutes**

1. Resolution 19-2019 A Resolution Approving An Agreement Between The Town Of Eagle, Colorado And The Northwest Colorado Council Of Governments (NWCCOG) For Project Thor Meet Me Center, Brandy Reitter Town Manager *(Roll Call Vote Required)*
2. Town of Eagle Check and Electronic Transfer Signing Authority, Jill Kane Finance Director
  - a. Resolution 16-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado, Setting Forth Check and Electronic Fund Transfer Signing Authority
  - b. Resolution 18-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado, Appointing \_\_\_\_\_ as an Authorized Signer for Check and Electronic Transfers While the Mayor Pro Tem is Unable to Perform Such Duties

### **NEW BUSINESS - 60 Minutes**

1. Fee Schedule Amendments and Proposals
  - a. Construction Water and Sewer Proposal, Jill Kane Finance Director
  - b. Ordinance 10-2019 Public Safety Impact Fee Draft Language, Bill Shrum Assistant to the Town Manager
2. Change Order Lower Basin Water Treatment Plant – Proposed Backup Generator Upsizing \$460,000.00, Bryon McGinnis Public Works Director *(Roll Call Vote Required)*

### **BOARD DISCUSSION AND FUTURE AGENDA ITEMS - 15 Minutes**

1. VVP Economic Development Council Meeting, March 21, 2019

### **ADJOURN - 10:00 p.m.**

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.



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Jenny Rakow, CMC  
Town Clerk

**PUBLIC WIFI - TOEE – ((TOEEWireless))**



<https://www.vaildaily.com/news/eric-hill-a-life-spent-saving-others/>



# OFFICIAL PROCLAMATION

ONE BOOK ONE VALLEY, 2019

A valley-wide Community Read sponsored by the

Towns of Avon, Eagle, Gypsum, Minturn, Red Cliff and Vail

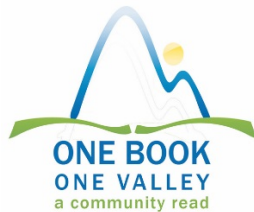
**WHEREAS,** Community Read programs have united and uplifted hundreds of cities and principalities throughout the United States of America; and,

**WHEREAS,** the book "The Last of the Menu Girls" by Denise Chavez we chose this title because it is a title of high literary merit; it has high appeal across age and gender lines; it will allow us to pursue new programming options and partnerships focusing on the book's themes that will resonate with our community; the author is of Hispanic descent & a resident of Las Cruces, NM. She is an internationally known novelist, poet, playwright and educator. She was founder and director of the Border Book Festival, which ended its 20-year run in 2015. She now runs Casa Camino Real bookstore and art gallery in Las Cruces. She and her husband, photographer Daniel Zolinsky, also are developing Museo de La Gente, billed as a community archival resource center, library and bookstore; and

**WHEREAS,** the Vail Public Library, in collaboration with the Bookworm of Edwards, Colorado Mountain College, Battle Mountain High School, Eagle Valley High School and Vail Mountain School have resolved to bring this valley-wide Community Read program to the citizens of Eagle County; and,

**WHEREAS,** the One Book One Valley initiative will encourage literacy and shared enjoyment of reading throughout Eagle County,

**NOW, THEREFORE,** we, the Eagle Town Board of Trustees, do hereby promote the One Book One Valley initiative and officially announce and promote the novel "The Last of the Menu Girls" to all Eagle County residents for their enjoyment and the enjoyment of all.



TOWN OF EAGLE, COLORADO

ATTEST:

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Jenny Rakow, Town Clerk

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Ann McKibbin, Mayor



## Elevate Eagle Project Update

Board of Trustees Presentation  
26 March 2019

# MEETING AGENDA

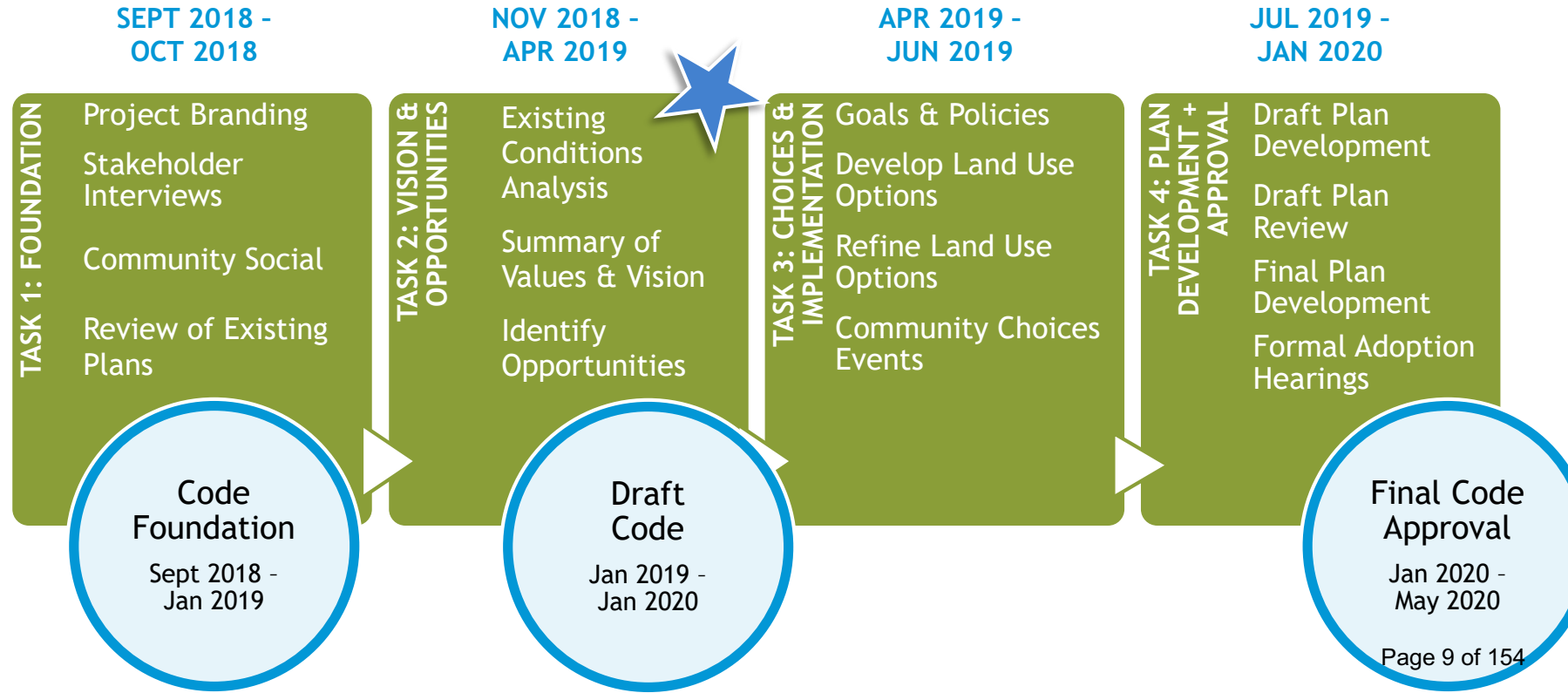
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- I. Process + Schedule Update
- II. Public Outreach To-Date
- III. Refined Vision Statements
- IV. Next Steps



## Process + Schedule Update

# OVERALL PROCESS







## Public Outreach To-Date

# EXISTING CONDITIONS



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vision,  
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healthy  
in high

Population  
We are a family-friendly community.

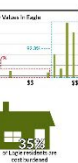
Eagle has a long history of being a family-friendly community. The town of Eagle has a rich history of being a family-friendly community. The town of Eagle has a rich history of being a family-friendly community. The town of Eagle has a rich history of being a family-friendly community.



Housing

We are a local community.

The town of Eagle has a rich history of being a family-friendly community. The town of Eagle has a rich history of being a family-friendly community. The town of Eagle has a rich history of being a family-friendly community.



Economics

We are driven and hard working.

The town of Eagle has a rich history of being a family-friendly community. The town of Eagle has a rich history of being a family-friendly community. The town of Eagle has a rich history of being a family-friendly community.



Transportation

We are connected through trails.

The town of Eagle has a rich history of being a family-friendly community. The town of Eagle has a rich history of being a family-friendly community. The town of Eagle has a rich history of being a family-friendly community.



Recreation & Tourism

We are positioned to be a recreation destination.

The town of Eagle has a rich history of being a family-friendly community. The town of Eagle has a rich history of being a family-friendly community. The town of Eagle has a rich history of being a family-friendly community.



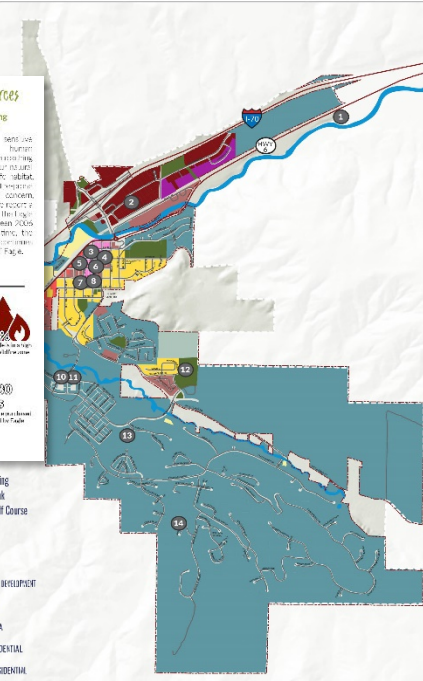
Natural Resources

We are increasing our footprint.

The town of Eagle has a rich history of being a family-friendly community. The town of Eagle has a rich history of being a family-friendly community. The town of Eagle has a rich history of being a family-friendly community.



## Eagle On The Map



## WHAT DO YOU LOVE ABOUT LIFE IN EAGLE?



"The natural beauty!"

"We're a year-round community, not a resort town"

"Public events"

"The feeling of adventure in and around town"

"Access to public trails"



# Who Have We Heard From?

**620** Total participations to date!

**1,700** ElevateEagle.com visits!  
**144** Account registrations!

**65** Pins on our online map!

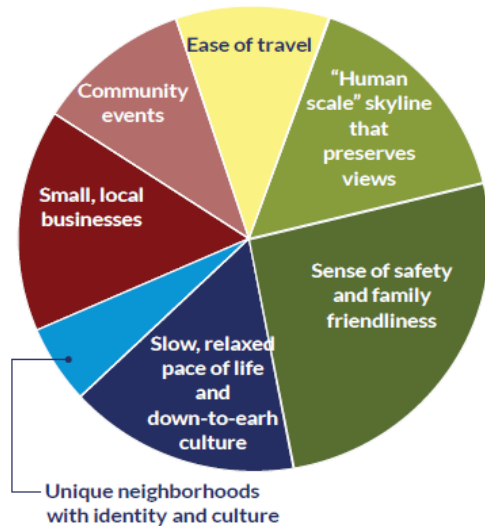
**48** Visioning Survey responses!  
**122** Quick Poll responses!



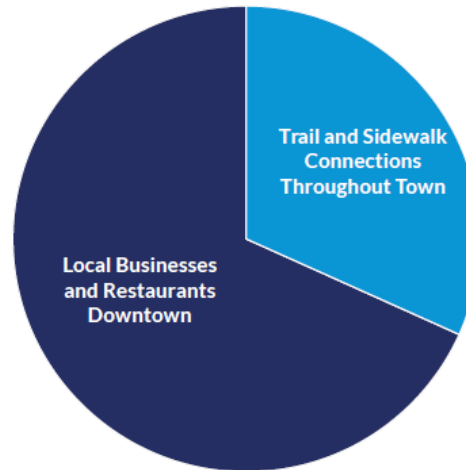
# ONLINE ENGAGEMENT

## QUICK POLL RESULTS

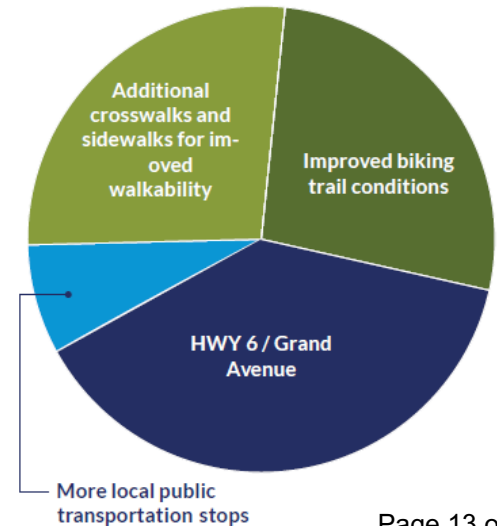
What is the most important attribute of Eagle's small-town feel?



What do you think makes Eagle a stronger community?



Which of the following modes of transportation would you prioritize for improvement?





## Refined Vision Statements

# ORIGINAL VISION STATEMENTS FOR ELEVATING OUR INCLUSIVE CULTURE

Eagle is a town with a clear feeling of community that offers a resilient economy with viable housing, high-quality services, and employment choices for a diversity of ages, incomes, and household compositions.

Eagle is an authentic, down-to-earth town with a strong year round, family-oriented population anchored within our deep spirit of diversity and inclusion.





# REVISED VISION STATEMENT FOR ELEVATING OUR INCLUSIVE CULTURE

The Town of Eagle is built on a clear feeling of community, as illustrated by our deep spirit of inclusion.





# ORIGINAL VISION STATEMENTS FOR ELEVATING OUR UNIQUE CHARACTER

Eagle thrives off a collection of unique neighborhoods and is anchored by our thriving downtown which includes unique local businesses and a strong sense of place that highlights our heritage, artistic community, and frequent town events and activities.



Eagle is a diverse community made up of spectacular mountain views, human-scaled development, and distinct neighborhoods ranging in character from a vibrant and quirky downtown to formalized and fresh new neighborhoods and everything in-between.



# REVISED VISION STATEMENT FOR ELEVATING OUR UNIQUE CHARACTER

The Town of Eagle thrives off a collection of unique neighborhoods framed by views of Castle Peak, historic downtown, Eagle Ranch downtown, and the Eagle River.



# ORIGINAL VISION STATEMENTS FOR ELEVATING OUR ADVENTUROUS LIFESTYLE

Eagle offers year-round, world-class recreation opportunities and expanding network of local businesses that draw attention regionally and globally.



Eagle is a complete community anchored by a world-class outdoor playground, surrounded on all sides by open space and the natural environment.



# REVISED VISION STATEMENT FOR ELEVATING OUR ADVENTUROUS LIFESTYLE

The Town of Eagle offers the opportunity to adventure, live, and work in a community supported by our world-class outdoor playground.





## ORIGINAL VISION STATEMENTS FOR ELEVATING OUR RELATIONSHIP WITH THE ENVIRONMENT



**Eagle exists in a perfect balance with our surrounding mountain landscape, and we're mindful of our growth and impact on the environment.**

Eagle leads the valley in innovative new practices to preserve our wildlife, watershed, and natural landscape, and we are dedicated to celebrating and preserving the unique connection we have to our environment.



## REVISED VISION STATEMENT FOR ELEVATING OUR RELATIONSHIP WITH THE ENVIRONMENT

The Town of Eagle exists in balance with our surrounding mountain landscape, celebrating and preserving the unique connection we have to our environment.



# ORIGINAL VISION STATEMENTS FOR ELEVATING OUR CONNECTIONS



**Eagle offers residents and visitors a choice to move efficiently and safely using a variety of new and emerging modes on comfortable, complete streets, a walkable downtown, and pathways that connect us internally and regionally.**

Eagle is a thriving model for regional transportation, located near a major interstate, highway, and transit route, we are characterized by seamless connectivity to both the natural and technological environment to ensure limitless access to every resident and visitor.



# REVISED VISION STATEMENT FOR ELEVATING OUR CONNECTIONS

The Town of Eagle offers residents and visitors a choice to move efficiently and safely using a variety of modes that provide seamless access to both the natural and technological environment.







## Next Steps



# NEXT STEPS

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- Opportunities Planning Week | Late April - May
- Continued Outreach!



# Creating a Fire Adapted Eagle

THE STEPS GEFPD WANTS TO TAKE TO ENSURE WE ARE MORE ADAPTED  
TO WILDFIRE.

# 3 plans over 5 years

We hope to do 3 types of projects over the next five years.

- ▶ Mastication/ mowing
- ▶ Prescribed fire use
- ▶ Thinning and pile burning



# Mowing and Mastication

- ▶ Build off existing lines
- ▶ Creating Anchor points for Firefighters to work from.
- ▶ Barriers to protect Eagle



## 1st Phase Mastication

Write a description for your map.

### Legend

 Mow Lines





# Prescribed Fire Use

- ▶ Reduce dead fuel load
- ▶ Revitalize the regrowth of grass
- ▶ Stimulate wildlife habitat
- ▶ Fire is nature's gardener



## Prescribed Fire Units

Write a description for your map.

### Legend

-  Greater Eagle Fire Protection
-  RX00034
-  RX00055
-  RX00065
-  RX00066



Google Earth

© 2013 Google



# Pre-burn





# Post-burn



# 3 Months





# Thinning and Pile Burning

- ▶ Reduce fuel loads
- ▶ Collect dead and down
- ▶ Eliminate fuels by burning the piles



# Moving towards a Fire Wise Community.

- ▶ Wildfire risk assessment
- ▶ Form a board or committee
- ▶ Action Plan
- ▶ Educational Outreach
- ▶ Wildfire risk reduction investment
- ▶ Application



# Together we can make Eagle more prepared against the threat of wildfire

Created by, Hugh Fairfield-Smith, Wildland Coordinator, Greater Eagle Fire Protection District





**Town Board of Trustees  
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**TRUSTEES PRESENT**

Anne McKibbin, Mayor  
Kevin Brubeck, Mayor Pro Tem  
Scott Turnipseed  
Matt Solomon  
Paul Witt  
Mikel "Pappy" Kerst  
Andy Jessen

**STAFF**

Brandy Reitter, Town Manager  
Matt Mire, Town Attorney  
Jenny Rakow, Town Clerk  
Morgan Landers, Town Planner/Comm Dev Director  
Jeremy Gross, Marketing and Events Manager  
Lynette Horan, Human Resources Manager  
Bill Shrum, Assistant to the Town Manager  
Bryon McGinnis, Public Works Director  
Frederick E. Tobias, Town Engineer  
Deron Dirksen, Utility Manager  
Colton Berck, Planner I

**6:00 PM - REGULAR MEETING CALLED to ORDER and ROLL CALL** – Turnipseed arrived at 6:03 pm.

**ADOPTION OF AGENDA** – Mayor McKibbin stated we will shift Resolution 15-2019 to be heard before Hockett Gulch public hearing.

**PUBLIC COMMENT** – Mayor McKibbin opened public comment, there was no public comment.

**OPEN PUBLIC HEARING**

Land Use File Number AN17-01 Red Mountain Ranch Annexation

Mayor McKibbin opened Land Use File Number AN17-01 for public comment.

**PUBLIC COMMENT:**

Cynthia Lepthien – Cynthia stated she has looked at Red Mountain Annexation and expressed her concerns regarding the proposal near the river and wildlife impacts.

Mayor McKibbin thanked Cynthia for her comments and reiterated that this file will have a public hearing on March 26<sup>th</sup>.



There was no further public comment.

## **CONSENT AGENDA**

1. Minutes
2. Bill Pay
3. Resolution 14-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado Approving an Intergovernmental Agreement with The Eagle County Housing and Development Authority for Affordable Housing Services
4. Resolution 16-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado, Setting Forth Check and Electronic Fund Transfer Signing Authority *(Removed)*
5. Resolution 17-2019 A Resolution Adopting The 2018 Eagle County, Co Hazard Mitigation Plan Update and Authorizing the Chairman of Eagle River Fire Protection District to Sign the Approved Agreement – change the entity. *(Removed)*

Board Comments: Concern expressed regarding authority listed for signature in Resolution 17-2019 and whether it should be changed and moved to the March 26, 2019 Agenda. Trustee Brubeck had concern that he was not able to fulfill Resolution 16-2019 as a signor for the Town. Both Resolutions were removed from the Consent Agenda. Request to finance that any electronic payments would be noticed to the vendor.

**MOTION: Trustee Witt motioned to approve the Consent Agenda for Items 1-3. Motion was seconded and PASSED with a vote of six (6) in favor (Solomon, Jessen, Brubeck, McKibbin, Turnipseed and Witt) and one (1) abstain Kerst.**

## **TOWN MANAGER AND DEPARTMENT UPDATE**

Town Manager Update – Brandy stated staff is continuing to work on home rule with Town Attorney on researching raft Charters received from Colorado Municipal League and CIRSA that can be reviewed by the public as a draft.

Board Comments: Requested annexation of the fairgrounds before the river park. Brandy will work on that with Eagle County. Concern regarding returns of large deposits and whether they have a financial impact related to expenditures in our accounts. Jill Kane stated that all expenditures are listed in the Bill Pay but are in a liability account which does not affect accounting.

Department Update – no comments.

Lower Basin Water Treatment Plant Update, MWH Constructors – Bryon McGinnis stated he met with Trustees Brubeck and Turnipseed regarding overview of the water plant and progress reports, schedule and timeline. Trustee Brubeck stated project is going as expected with some cost overruns due to weather but is still within contingencies.

## **NEW BUSINESS**

Resolution 15-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado Approving the Second Amendment to Annexation and Development Agreement for The Haymeadow Development

Morgan Landers stated her memo outlines pros and cons regarding the requested extension. This was noticed to the Public and no public comment has been submitted.

Rick Pylman was present and stated this is a straightforward extension due to the timing of construction. Final Plat will be submitted to the Town next week, this will give us time to ensure we do not have to come back and request another extension.

Mayor McKibbin opened this item for public comment.

### **PUBLIC COMMENT:**

Kim Bradley, 122 Soleil Circle. Kim stated she would like to see this project kept moving forward, as delays in construction have effects other residents and developments.

Rosie Shearwood, 908 Brush Creek Road expressed her concern regarding the extension and requested the town take into consideration the changes in the Town over the past five years and the number of units approved. Also expressed concern regarding impact on wildlife and traffic. Would like to slow down this process.

Mayor McKibbin informed the public that the Planning Commission will hear this file on Tuesday March 19 and would be appropriate for additional public comments.

Mayor McKibbin closed public comment.

**MOTION: Trustee Jessen motioned to approve Resolution 15-2019 A Resolution of The Board of Trustees of The Town of Eagle, Colorado Approving the Second Amendment to Annexation and Development Agreement for The Haymeadow Development. Motion was seconded and PASSED unanimously.**

### **PUBLIC HEARING - QUASI JUDICIAL HEARING**

Mayor McKibbin opened File# AN18-01 and PUD 18-02.

Project: Reserve at Hockett Gulch Annexation and Planned Unit Development

Mayor McKibbin provided public with public comment process, and limited public comment to 3 minute per person.

Morgan Landers stated that the incorrect minutes were included in the board packet and offered the audience a copy of the February 5<sup>th</sup> Planning Commission Minutes.

Morgan Landers stated staff has received additional public comment since publishing the packet and entered the following into record:

Email 3-9 Levi Rozga  
Email 3-9 Gary Scanlon  
Email 3-11 Lucia Tvarkunas  
Email 3-11 Keith Klesner  
Letter 3-11 Ten Residents  
Email 3-6 Ellen Bodenheimer  
Email 3-11 CJ Spell  
Email 3-12 Andre Bujulin  
Email 3-12 Jan Rosenthal

Morgan Landers stated that applicant representatives Dominic Mauriello, Dan Metzger and Lauren Brockman were present for this meeting. Morgan gave brief overview of the file and application process.

Dan Metzger provided the Board and audience with an overview of the property and the proposal in front of the Town Board and stated that as the applicant, they were not seeking approval tonight.

Dominic Mauriello provided his presentation to the board. Outlining the Reserve at Hockett Gulch PUD stated it will provide for residential and limited commercial development that can provide a catalyst for the redevelopment of the Grand Avenue corridor and West Eagle area while supporting the Eagle business community with access to housing for its employees. The project will add vibrancy to the Town by growing our population in a compact design and location with limited impacts to existing residential areas. This area is described as an infill site with opportunity to allow density that is connected to trails and easy to get to the community. The intent is to create workforce housing and apartments that are 30% deed restricted. This is not a second home community. It will create an economic influx into the community. Fiscal analysis projects 900 people when fully built out. We have water attorneys and consultants in the room. This project does not work if we must abide by the towns water fees. We are asking for a compromise. We are proposing 40% of what the town requires. A proposal and plan have been created to address concerns regarding water fees.

Board Comments: Concern regarding fee proposal for water and reasoning for the Town to reduce fees for this project. Further discussion regarding Hockett Gulch proposal to incorporate penalties for water usage outside of proposed structure. Concern regarding current citizens and developments that are required to pay the rates as outlined in the Town Code and making exceptions. Concerns about continuing hearing process if water issue is the determining factor for the approval.

Morgan Landers gave the Board the Planning Department presentation which includes the annexation, PUD zoning map and request for site specific development plan.

Michael Erion provided the Board with information regarding the water plant investment fees and information regarding EQR methodology and application. There is no process to change the EQR schedule without amending Town code. The request being made is a waiver of fees and a 60-70% reduction. Mary Elizabeth Geiger, Town Water Attorney stated that the fee structure has nothing to do with usage. It is buying into the water and sewer infrastructure. It is for water operations, maintenance and replacement. The only item that has room for negotiation is water rights dedication as it is not based on usage and is more flexible.



Michael Erion reiterated that the Town has not granted variances or waivers on plant investment fees. You have others with pending projects and were not given waivers and are paying the rates. The town does have discount for deed restricted and that is applicable for Hockett Gulch for those units. Right now, Annexation of this project with conditions listed is recommended for approval.

Board Comments: confirmation that the staff recommendations do not include waiving any plant investment fees. Discussion regarding fee in lieu for parkland, however, there is not a per acre valuation in our code . Discussion regarding height variance and if they would be amenable to 45 feet to ridge and not midpoint. Response was they were following IBC and would look at it. Storage for residents of these units was also discussed, all storage would be internal. Inquiry into ongoing costs and fiscal impact to the town for this project were requested. It was stated these were included in the analysis. LERP for rentals was also discussed and how that would be managed. Morgan stated the IGA with Eagle County will address the management of these units. Income and resale caps and amounts were also discussed. This project was intended to address middle group of citizens that make too much for assistance and those that are not able to afford single family. Financing for the project is also related to the deed restricted units as proposed.

Mayor McKibbin opened public comment (8:09 p.m.) and limited each speaker to three minutes.

**PUBLIC COMMENT:**

Corky Fitzsimmons recommended denial of the project due the impact on his property and trespassers. Urged the town ask developer to purchase his land for open space to remove the trespassing issue and create an amenity for those residents and the Town.

Mick Daly, 1843 East Haystacker Drive urged approval to support the missing generation of 20-30-year olds and to strengthen the economy. This project will stimulate growth and rental costs will normalize with more units available.

Willie Powell 21 Violet Lane urged approval as there is a desperate need for housing. Public transit may be willing to make a stop at this location. Requested paved path and not soft to ensure year-round use. Would like more active recreation included in the proposal, i.e. playing field. Water fees are a perpetual right to clean water.

Corey Palmer 325 Loop concern regarding discount on water fees and impacts on future generations and residents. Other projects and town may never recover from discounts offered.

Nicole Aslin 127 Kelly Clark Ct. this is a good project for the town and community. Would like to maintain our recreation opportunities and access to Hockett Gulch, which is an undervalued asset. Would like to see the Town or developer work with Corky to access that land. Appraisal of the land should be shared with the Town to determine solutions to that property.

Keith Kleser 110 Ewing had previously submitted a letter with other Eagle residents. Traffic, density and waiving open space requirements are top concerns with this project. A rental deed restriction does not add value when there are no caps on rents and no income restrictions. Not sure if these will be affordable. The income needed to rent is calculated at \$80K, which is significant cost for these units. The open space requirement should respect our rules.

Matt Marple 7 Hermits Owner there is a problem with housing in this Town. There is a lack of inventory and it is difficult to hire employees with no housing available.

Clark Gundlach average age of employees is 24 and everyone wants to stay but cannot find affordable rental property. Approve project for next generation of Eagle residents.

Matt Jones, 70 Greenhorn compromises are difficult on housing in mountain communities. We have a lot of open space available in the Town of Eagle and this project has close proximity to open space amenities without including it in their project. Access to Hockett Gulch should be the developer's problem to solve. Deed and Rental restrictions have successfully been done in other communities including Vail.

Rosie Shearwood 901 Brush Creek Road traffic impact on highway six is a concern and density of this project is too much for the land and access.

Chris Romer Vail Valley Partnership has a regional view of this project in that it wants a thriving community. If mitigation cannot occur on water and traffic we need to find ways to say yes. Rental prices can be addressed by increasing the supply. The deed restricted units proposed by Hockett Gulch is adequate and a good target percentage at 30.

Jon Stavney cautioned compromising on water fees, allowing flexibility on housing and deed restrictions should also remain flexible. Project location is good for traffic bordering highway six, and an easement across Corky's property has value.

Steve Lindstrom 1140 Capitol as a business owner most of us are looking for more customers and employees and this project brings both. This will serve a generation that wants to live here. Allow the market to sort itself out with less restrictions, as more restrictions increases costs. No nightly rentals is more important. Urged negotiating towards approval.

Anna Robinson 29 Red Haw Close – agreed with Mick Daly in that this project supports a full community lifecycle and includes retirement and downsizing option currently not available.

Al Musser 2315 Eagle Ranch Road – this is a unique opportunity for our community and a housing option. Employees are tired of struggling to find a place to live and making sacrifices. This is a difficult decision but needs a solution, so we do not lose another opportunity. Adding residents may solve the cost of water.

Bruce Norring 702 Prince Alley – agreed with Jon Stavney's comments.

Mayor McKibbin closed public comment and opened to the Town Board.

Board Comments: Would like to see a summary of the issues that the Board needs to work through. As presented now approval could be staff recommendation. Based upon this proposal we should modify our LERP policies. With no caps on appreciation of income, unsure who can afford them. Resident occupied only restriction is new and would like to see more discussion on that topic. Interested in negotiating but finding water issue difficult in being consistent and predictable for residents and developers alike. Request by applicant attorney to keep water topics separated from plant investment fees and tap fees. Water rights dedication is the more flexible item for negotiations. Confirmed

commitment with Town Attorney that the approval is for zoning. Confirmed that deed restricted units, including rentals will run with the land and will be recorded against the property. Any conversion requests would need to approve before any changes occur.

Applicant requested technical discussion on water proposal and reduction in fees. Park land dedication would also need to be discussed further. William DeOreo water engineer for the project iterated his view and research of the water issue and methodology.

Mayor McKibbin stated that the Board would recess to executive session and resume the regular meeting afterwards.

**MOTION: Mayor McKibbin motioned to enter into Executive Session pursuant to CRS Section 24-6-402(4)(b) and (e) to receive legal advice on specific legal questions and to develop a strategy and instruct negotiators regarding annexation and annexation agreement for Reserve at Hockett Gulch Planned Unit Development and will include Michael Erion, Morgan Landers and Bryon McGinnis. Motion was seconded and PASSED unanimously. (9:17 p.m.)**

Mayor McKibbin resumed the regular meeting at 10:07 p.m.

**MOTION: Mayor McKibbin motioned to continue Files AN18-01 and PUD 18-02 to the April 9, 2019 Town Board Meeting. Motion was seconded and PASSED unanimously.**

**MOTION: Trustee Witt motioned to extend the meeting until 11:00 p.m. Motion was seconded and FAILED with a vote of six (6) in favor and one (1) against. (*Must be unanimous*).**

**MOTION: Trustee Witt motioned to extend the meeting until 10:30 p.m. Motion was seconded and PASSED unanimously.**

#### **CLOSE PUBLIC HEARING**

Mayor McKibbin closed the public hearing on Land Use File Number AN17-01 Red Mountain Ranch Annexation.

**MOTION: Mayor McKibbin motioned to continue the public hearing on File Number AN17-01 to the March 26, 2019 Town Board Meeting. Motion was seconded and PASSED unanimously.**

#### **OLD BUSINESS**

**NWCCOG THOR & Broadband Options** – Brandy provided the Board with supplemental information in their packets on the contract negotiations. We have a worksession meeting with NWCCOG attorneys tomorrow. We would like to share any feedback with them tomorrow. The change in participation does increase our cost for the project build and recurring monthly cost. We may need an amendment later this year.

Board Comments: Confirmed that the budgeted costs after the contract is signed will all be billed in 2019. Expressed support despite increased cost. Interested in getting anchor institutions committed in writing. The Meet Me Center would need additional funding and an operating plan if located in Town



Hall. There are choices within the contract for providers other than Mammoth. Concerns with Eagle County committing to being a partner and decision on Meet Me Center location.

**BOARD DISCUSSION AND FUTURE AGENDA ITEMS**

Mayor McKibbin will have an update on the Post Office. Currently drafting a letter to congressional representatives.

Trustee Solomon requested that xpressbillpay show historical data online like the paper invoices.

Trustee Solomon worksession interactive presentation on in lieu of policies, downtown parking etc. this could help with new land use code and other committees.

**ADJOURN** – 10:30 p.m.

**APPROVED:**

\_\_\_\_\_  
Anne McKibbin, Mayor

\_\_\_\_\_  
Jenny Rakow, CMC Town Clerk



To: Mayor and Town Board of Trustees

From: Bill Shrum, Assistant to the Town Manager

Date: March 12, 2019

Agenda Item: Resolution 17-2019 Adoption of the 2018 Eagle County Hazard Mitigation Plan Update

---

REQUEST: Staff is requesting that the Board of Trustees approve a resolution to adopt the proposed 2018 Eagle County Hazard Mitigation Plan Update on the consent agenda.

**BACKGROUND:**

Last year, the Town of Eagle partnered with Eagle County and the Eagle River Fire Protection District to develop a Natural Hazard Mitigation plan to guide pre and post disaster mitigation efforts in a coordinated way with other planning mechanisms in the jurisdiction. The plan is pending approval from FEMA but requires local jurisdictions to authorize support for the plan before implementation.

**ANALYSIS:**

FEMA approved Natural Hazard Mitigation studies help the Town of Eagle and partner jurisdictions secure grants for funding mitigation efforts from State and Federal agencies. With the coordinated effort and the potential for financial assistance, the Town of Eagle is better prepared to protect the loss of life and property and minimize economic losses through this plan. The Eagle County Hazard Mitigation Plan addresses the following topics:

- Develop and coordinate Planning Process and Methodology
- Identify Natural Hazards and Risk Assessment of member communities
- Assess current Capabilities for Natural Hazard Mitigation
- Detail current and future Mitigation Strategies for coordinated Natural Hazard Mitigation.

**COMMUNITY INPUT:**

Community input was not needed as a part of this process.

#### BUDGET / STAFF IMPACT:

There is no budget impact to the adoption of the plan. Adoption of the plan would allow the opportunity for future outside grant funding which could lower future staff and budget impacts for mitigation efforts and natural hazard recovery.

#### STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Adoption of the Eagle County Natural Hazard Mitigation Plan 2018-2023 helps to maintain and enhance the quality of life for everyone in our community by identifying efficient and effective mitigation procedures to reduce the risk of natural hazards. As the Town of Eagle is in the Rocky Mountains, natural hazards such as wildfires, avalanches, severe winter storms, and other phenomena are common and can have significant impacts on our Town. This Plan takes a long-term view and works to coordinate with regional partners to determine the appropriate investments and strategies needed to continue making Eagle a safe and healthy Town to live, work, and play.

#### RECOMMENDED ACTION OR PROPOSED MOTION:

Recommended action is for the Board of Trustees to approve the resolution to adopt the 2018 Eagle County Hazard Mitigation Plan on the consent agenda.

#### ATTACHMENTS:

- Town of Eagle Resolution 17-2019 Adopting the Eagle County Natural Hazard Mitigation Plan
- Eagle County Natural Hazard Mitigation Plan Link:  
[https://docs.google.com/document/d/14W066WGwcM\\_bcl4d28H5Kc4enJv85PB4nRgaJbo7rME/edit#](https://docs.google.com/document/d/14W066WGwcM_bcl4d28H5Kc4enJv85PB4nRgaJbo7rME/edit#)



**RESOLUTION NO. 17**  
**(Series of 2019)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF EAGLE, COLORADO**  
**ADOPTING THE 2018 EAGLE COUNTY, CO HAZARD MITIGATION PLAN UPDATE**

WHEREAS, all jurisdictions within Eagle County, Colorado have exposure to natural hazards that increase the risk to life, property, environment, and the County and local economy;

WHEREAS; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property;

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster hazard mitigation programs;

WHEREAS; Eagle County along with a coalition of municipalities and special districts with like planning objectives has been formed to create consistent mitigation strategies within Eagle County; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy.

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

- 1) Adopts as approved by FEMA in its entirety, the 2018 Eagle County Hazard Mitigation Plan (the “Plan”) as the jurisdiction’s Natural Hazard Mitigation Plan and resolves to execute the actions identified in the Plan that pertain to this jurisdiction.
- 2) Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
- 3) Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
- 4) Will continue its support of the Mitigation Planning Committee as described within the Plan.
- 5) Will help to promote and support the mitigation successes of all participants in this Plan.
- 6) Will incorporate mitigation planning as an integral component of government and partner operations.

7) Will provide an update of the Plan in conjunction with the County no less than every five years.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on March 26, 2019.

TOWN OF EAGLE, COLORADO

By: \_\_\_\_\_  
Anne McKibbin, Mayor

ATTEST:

\_\_\_\_\_  
Jenny Rakow, Town Clerk



To: Mayor and Board of Trustees

From: Brandy Reitter, Town Manager

Date: March 26, 2019

Re: Town Manager Report

---

### **Administration & Organization**

We are transitioning the Community Development Director as of March 19. Carrie McCool will provide interim planning services for the Town of Eagle. We are currently advertising for the position which closes on April 8. All development review and projects will continue according to schedule. BOT updates from the department will be included in this staff report and will continue when leadership is hired.

The Pool and Ice Rink Recreation Campus Master Plan RFP solicitation process is completed. Town received 8 proposals. Mountain Recreation and staff will review the proposals and narrow down the top 2 or 3 for an interview.

Because of the transition this week, there was little time to pull together a quarterly report. Admin and finance will provide this at the meeting April 9. We will also carry over the policy proposals for March to April. Due to the land use items we are trying to control the agenda so that we can conclude by 10 PM. The list of items is below:

- Quarterly Manager and Finance Update
- Photography and videography ordinance update
- Proposed sidewalk rules for multi modal transportation in downtown
- Proposed EQR table revision ordinance
- Fee in lieu for parkland dedication
- Ordinance removing utility rates & court fees from the code
- Economic Vitality Committee ordinance

Staff is meeting with the Reserve at Hockett Gulch team on April 2 to continue negotiating the terms of the annexation. They will come back to the BOT on April 9.



## **Economic Development and Planning**

Eagle River Park – An update on the River Park was provided on March 17. Jeremy developed park rules signage for the kiosk that will be reviewed at the next EC meeting. The next meeting is scheduled for March 29.

Elevate Eagle – This project continues to move forward and we had positive activities last week. Below are a few updates:

- Staff gave P&Z a presentation on March 19 on the status of the project
- Logan & Simpson facilitated the Comprehensive Plan Committee meeting on March 20 to finalize vision statements for the document
- Next steps are to schedule a planning week in April to solicit more feedback from the community on vision statements

Downtown Revitalization – Work continues towards this initiative. Below are a few updates:

- The Alpine Lumber Art Wall public outreach meeting is April 22 to begin the process of developing a vision for art at the gateway of Eagle
- The property and business inventory are completed for the downtown district
- Scott Hahn is assisting with the preparation of Eagle's downtown Challenge Studio scheduled for the Downtown Colorado, Inc. Conference

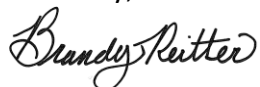
**Outreach & Meetings** – *Updates on participation on community outreach opportunities, regional/community meetings, and project specific meetings.*

- March 28 – NWCCOG Meeting
- March 5 – Beer with Mayor & Manager

**Reminders** – *Updates on events or meetings that might be of interest to the Board of Trustees.*

- None.

Sincerely,



Brandy Reitter  
Town Manager



To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: March 26, 2019

Agenda Item: Change Order No. 9 Eagle River Park - \$65,585

---

**REQUEST:**

Staff is requesting that the Board of Trustees review a change order request for the Eagle River Park for beach sand.

**INTRODUCTION:**

NV5 is requesting to increase the contract amount to include the installation of beach sand for \$65,585. This includes drainage and curbing.

**ANALYSIS:**

The executive committee analyzed this need because there are no good alternatives for the designated area while we phase additional features for the River Park in the future. Leaving the land barren would result in weeds. Planting sod to remove later would be costly and requires the extension of existing outdoor irrigation. It is less expensive in the long run to continue with the current plans for beach sand and to install while we are mobilized.

**COMMUNITY INPUT:**

The executive committee has discussed this amendment and understands and supports the request.

**BUDGET / STAFF IMPACT:**

The change order impacts the budget. The beach sand exceeds remaining funds and was not carried in the project budget. Staff has identified the following funding to cover the expense:

- Currently, the River Park requires \$142,180 to cover the rest of the budget which includes the beach sand for \$65,585
- Remaining sales tax proceeds will cover the rest of the expenditures
- Expenses do not impact our bond and reserve requirements

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This request aligns with the following values and objectives:

Major Objective No.4: Develop River Park Project, Maximize Economic Benefits – This change order will help the town finish the final construction of the River Park in time for the ribbon cutting ceremony in May. The beach sand is an amenity that the community prioritized and this funding request will help complete the project.

Major Objective No.9: Continue Investing in Outdoor Activities, Recreation, and Open Space – This change order ensures that we continue to invest in recreation associated with the River Park. Originally the beach sand was a phase two project and since this is included in phase one construction, the community will enjoy the beach ahead of schedule.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **Approve** or **Deny** Change Order No. 9. For the Eagle River Park Beach Sand.

*Roll Call Vote*

ATTACHMENTS:

- NV5 Change Order No. 9 Request



Eagle Board of Town Trustees

March 26, 2018

Change Order for Hobbs Excavating and Trucking  
Eagle River Park

This memo is intended to explain the attached Change Order to include a sand beach by water feature #2. The base scope for this area is to install a native riparian seed mix. The total cost for this change is \$65,585.00 which includes additional drainage and curbing.

The sand beach by water feature #2 is the highest priority of the current alternates for Upland Park. This alternate will not only add an amenity for park users, but will also benefit the storm water management of the park.

Thank you,

John Usery,  
Project Manager  
NV5

OFFICES NATIONWIDE

2650 18<sup>TH</sup> STREET, SUITE 202 | DENVER, CO 80211 | [WWW.NV5.COM](http://WWW.NV5.COM) | OFFICE 303.351.5054 | FAX  
303.539.9840

CONSTRUCTION MANAGEMENT · QUALITY ASSURANCE · INFRASTRUCTURE ENGINEERING · PROGRAM MANAGEMENT · ENERGY SERVICES · ENVIRONMENTAL SERVICES



**AIA**<sup>®</sup>**Document G701™ – 2017****Change Order**

**PROJECT:** *(Name and address)*  
 Eagle River Park  
 Upland Park

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
  
 Date: November 28, 2017

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 009  
  
 Date: March 26, 2019

**OWNER:** *(Name and address)*  
 Town of Eagle  
 200 Broadway  
 Eagle, CO 81631

**ARCHITECT:** *(Name and address)*  
 Alpine Engineering Inc.  
 PO Box 97,  
 Edwards, CO 81632

**CONTRACTOR:** *(Name and address)*  
 Hobbs Excavating and Trucking  
 1760 Gypsum Creek Rd.  
 Gypsum, CO 81637

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

The contract is being modified to incorporate the following items:

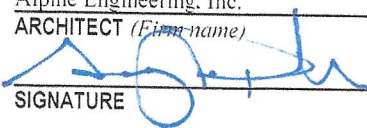
Upland Park Sand By Feature #2 for \$65,585.00

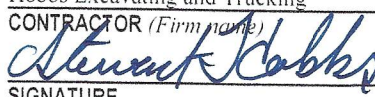
|                                                                          |    |              |
|--------------------------------------------------------------------------|----|--------------|
| The original Contract Sum was                                            | \$ | 1,298,355.17 |
| The net change by previously authorized Change Orders                    | \$ | 3,235,304.48 |
| The Contract Sum prior to this Change Order was                          | \$ | 4,533,659.65 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | 65,585.00    |
| The new Contract Sum including this Change Order will be                 | \$ | 4,599,244.65 |

The Contract Time will be increased by Zero (17) days.  
 The new date of Substantial Completion will be May 27, 2019

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Alpine Engineering, Inc.  
**ARCHITECT** *(Firm name)*  
  
**SIGNATURE**  
 Gary Brooks  
**PRINTED NAME AND TITLE**  
 3/20/2019  
**DATE**

Hobbs Excavating and Trucking  
**CONTRACTOR** *(Firm name)*  
  
**SIGNATURE**  
 Stewart Hobbs *owner*  
**PRINTED NAME AND TITLE**  
 3-21-19  
**DATE**

Town of Eagle  
**OWNER** *(Firm name)*  
  
**SIGNATURE**  
 Anne McKibbin  
**PRINTED NAME AND TITLE**  
  
**DATE**

**Hobbs Excavating and Trucking**

1760 Gypsum Cr. RD

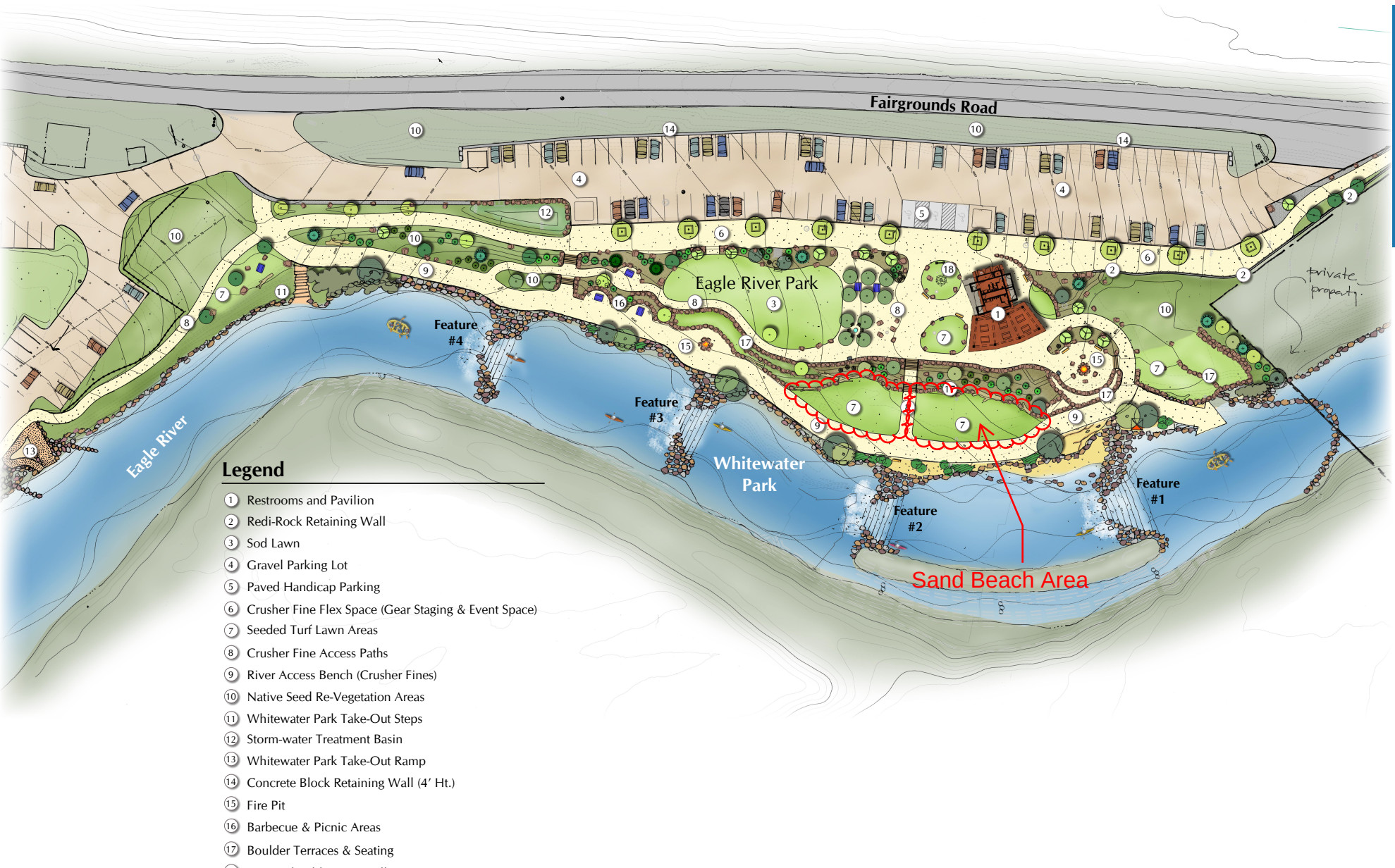
ph. 970-524-7447

fax. 970-524-7501

cell 970-376-0885

email [stewart@hobbsllc.com](mailto:stewart@hobbsllc.com)[www.hobbsexcavatingandtrucking.com](http://www.hobbsexcavatingandtrucking.com)**SAND ESTIMATE**

| ITEM # | SAND FOR BEACH                         | UNIT | QUANTITY | UNIT PRICE | TOTAL PRICE        |
|--------|----------------------------------------|------|----------|------------|--------------------|
| 1      | Cost for concrete barrier around beach | LF   | 260      | \$60.00    | \$15,600.00        |
| 2      | Install fabric under sand              | SF   | 6300     | \$1.25     | \$7,875.00         |
| 3      | Import and place sand in beach area    | Ton  | 850      | \$32.00    | \$27,200.00        |
| 4      | Cost for clean tailings for beach sand | Ton  | 850      | \$15.00    | \$12,750.00        |
|        | <b>TOTAL FOR BEACH</b>                 |      |          |            | <b>\$63,425.00</b> |
|        | <b>ADDITIONAL STORM SEWER NEEDED</b>   |      |          |            |                    |
| 1      | Under drain piping for beach area      | LF   | 180      | \$12.00    | \$2,160.00         |
|        | <b>TOTAL FOR STORM SEWER</b>           |      |          |            | <b>\$2,160.00</b>  |
|        | <b>GRAND TOTAL</b>                     |      |          |            | <b>\$65,585.00</b> |



### Legend

- ① Restrooms and Pavilion
- ② Redi-Rock Retaining Wall
- ③ Sod Lawn
- ④ Gravel Parking Lot
- ⑤ Paved Handicap Parking
- ⑥ Crusher Fine Flex Space (Gear Staging & Event Space)
- ⑦ Seeded Turf Lawn Areas
- ⑧ Crusher Fine Access Paths
- ⑨ River Access Bench (Crusher Fines)
- ⑩ Native Seed Re-Vegetation Areas
- ⑪ Whitewater Park Take-Out Steps
- ⑫ Storm-water Treatment Basin
- ⑬ Whitewater Park Take-Out Ramp
- ⑭ Concrete Block Retaining Wall (4' Ht.)
- ⑮ Fire Pit
- ⑯ Barbecue & Picnic Areas
- ⑰ Boulder Terraces & Seating
- ⑱ Potential Public Art Installation

## Phase 1 Illustrative Plan

SCALE  
0 10' 20' 40'







To: Mayor and Town Board of Trustees

From: Brandy Reitter, Town Manager

Date: March 26, 2019

Agenda Item: Resolution 19-2019 NWCCOG Project THOR Meet Me Center (MMC) Agreement

---

**REQUEST:**

Staff is requesting that the Board of Trustees review an Agreement with the NWCCOG for the Project THOR Meet Me Center.

**INTRODUCTION:**

Staff presented a draft agreement on March 12 for the board to review and provide feedback. Staff met with the NWCCOG and steering committee to go over the draft contract in detail to make changes and clarify provisions. The agreement attached to this memo includes all feedback and final revisions. This agreement will solidify town's participation in THOR and is a necessary step to begin the process of constructing broadband infrastructure for all participating partners. The deadline for the approval of the agreement is April 1<sup>st</sup>.

**ANALYSIS:**

Summary of Process:

|                   |                                                                                                                                               |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| July 6, 2018      | Initial BOT THOR presentation from the NWCCOG                                                                                                 |
| July 24, 2018     | BOT approves letter of support for DOLA grant funding for THOR                                                                                |
| November 27, 2018 | CenturyLink attends BOT meeting to discuss issues and Franchise Agreement                                                                     |
| January 2019      | Eagle County, Gypsum and Eagle contract with HRGreen to conduct an initial first phase feasibility study of community broadband with proforma |
| February 12, 2019 | HRGreen presented final outcomes of feasibility study to the BOT                                                                              |
| February 26, 2019 | Staff provided an update on THOR and HRGreen report                                                                                           |
| March 12, 2019    | Draft THOR Agreement presented to the BOT for feedback and options for community broadband with pros and cons                                 |

The following provisions are included in the agreement:

- MMC functions as a community-facing network
- The host is free to resell services offered through the network
- Establishment of a Project THOR Steering Committee
- Customer support standards
- Meet Me Center host locations and equipment specifications
- Access for the NWCCOG and network provider
- Contract performance standards
- Initial Terms of the Agreement and renewals



- Open access and bulk pricing for bandwidth
- Network Neutrality
- Assignments and transfer of network and infrastructure
- Default and terminations

#### COMMUNITY INPUT:

Community input not required.

#### BUDGET / STAFF IMPACT

Below is a breakdown of costs per the agreement:

| <u>Item:</u>                  | <u>DOLA Contribution:</u> | <u>Town's Costs:</u> |
|-------------------------------|---------------------------|----------------------|
| Meet Me Center (MMC)          | \$213,701                 | \$238,488            |
| Non-Recurring Costs (NRC)     | N/A                       | \$70,421             |
| Monthly-Recurring Costs (MRC) | N/A                       | \$7,900 per month    |

Town's current monthly recurring costs for CenturyLink are below:

- \$4,482 for phones
- \$1,974 for internet
- \$6,456 Total

Staff impact – there is an impact to operations. Participation in THOR will require staffing resources. However, resources could be offset by revenues generated by THOR. Additional resources will be considered in the 2020 budget development process.

#### STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This discussion aligns with the following standards:

##### Strategic Plan Business Values – Economic Development

Broadband expansion makes Eagle more competitive for business attraction and retention. It improves the quality of life for residents and supports private sector development.

##### Strategic Plan Business Values - Protecting Public Health, Safety, and the Environment

Broadband improves redundancy and resiliency for public safety, emergency management, and utility system management.

#### RECOMMENDED ACTION OR PROPOSED MOTION:

1. Motion to Approve or Deny adoption of Resolution No. 19-2019, "A Resolution Approving an Agreement Between the Town of Eagle, Colorado and the Northwest Colorado Council of Governments (NWCCOG) for Project THOR Meet Me Center."

#### ATTACHMENTS:

- Resolution No. 19-2019
- Project THOR Meet Me Center Host Agreement

**RESOLUTION NO. 19**  
**(Series 2019)**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE  
TOWN OF EAGLE, COLORADO AND THE NORTHWEST COLORADO  
COUNCIL OF GOVERNMENTS (NWCCOG) FOR PROJECT THOR  
MEET ME CENTER**

**WHEREAS**, the Town of Eagle opted out of SB152 in 2017 to grant local control of broadband services in Town;

**WHEREAS**, the Board of Trustees included the desire to explore local broadband solutions in the Strategic Plan adopted in 2017;

**WHEREAS**, THOR is a middle mile broadband solution for local entities that uses fiber located along I70 which is the Colorado Department of Transportation's (CDOT) right-of-way;

**WHEREAS**; there is participation from entities and stakeholders who serve on the Project THOR Steering Committee for the NWCCOG;

**WHEREAS**, the NWCCOG made a presentation to the Board of Trustees in 2018 on THOR highlighting partnerships with the Colorado Department of Local Affairs (DOLA), and CDOT;

**WHEREAS**, the Board of Trustees provided a letter of support to the NWCCOG for DOLA grant funding for THOR in 2018;

**WHEREAS**, the NWCCOG received funding from DOLA for the buildout of THOR in 2019; and

**WHEREAS**, the NWCCOG is requesting the Town of Eagle execute an agreement to host a meet me center.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE  
TOWN OF EAGLE, COLORADO:**

The Board approves an Agreement with NWCCOG to host a meet me center.

**RESOLVED, APPROVED AND ADOPTED** this 26th day of March 26.

TOWN OF EAGLE, COLORADO

BY: \_\_\_\_\_  
Mayor, Anne McKibbin

ATTEST:

\_\_\_\_\_  
Town Clerk, Jenny Rakow

## **Project THOR Meet Me Center Host Agreement**

This Agreement, dated March 26, 2019 (the “Effective Date”), is between the Northwest Colorado Council of Governments (the “NWCCOG”) located at 249 Warren Avenue, Silverthorne Colorado, and Town of Eagle, Colorado (the “Host”) located at 200 Broadway, Eagle Colorado, referred to collectively herein as the “Parties.”

### **Background**

This Agreement provides for the provision of Middle Mile Services to Host by the NWCCOG.

WHEREAS, the NWCCOG desires to:

- continue to extend technical support to NWCCOG communities seeking local solutions to meet local broadband needs and help those communities continue to innovate and collaborate on solutions tailored to meet those needs through a robust, affordable, resilient middle mile network;
- provide leadership and promotion of the Project THOR Middle Mile Broadband Network (“Network”), as generally described in Exhibit B – Network (Diagram) and owned by NWCCOG on behalf of participating Project THOR communities, to NWCCOG members and other governmental and non-governmental organizations who may benefit in the future from Project THOR;
- contract with a “Network Operator” to design, operate, and manage the Network, including without limitation, the provision of Services through the Network to the Host;
- provide guidance to the Network Operator on requirements and needs for the network as created and derived from the NWCCOG Broadband Steering Committee;
- review network development, pricing, and network performance data;



- serve as a channel to state, local government, and other partners on the status, subscription, experiences, and outcomes of the Network;
- deliver outreach to additional Colorado partners to ensure expansion of the Network to support adjacent economic development regions, the State of Colorado, and public safety; and continue to seek such connections to increase the resiliency of Project THOR with additional redundant connections;
- support and obtain funding for the Network, if necessary, to design and build network elements to achieve the objectives of the Network and Network users;
- report on Network performance, utilization, enhancement, and maintenance.

and

WHEREAS, the Host desires to:

- own and maintain a local Project THOR Meet Me Center (“MMC”);
- fund and construct that Meet Me Center per Project THOR network specifications, or dedicate equivalent space in an already constructed MMC;
- enter into and maintain contracts with NWCCOG to be billed through the Network Operator for the Monthly Recurring Costs for the Project THOR Network and Network Transport, and optionally with the Network Operator for specially negotiated rates for bandwidth;
- connect to and utilize the Services of the Network in compliance with the requirements from NWCCOG detailed below;
- participate in the NWCCOG Broadband Steering and Project THOR

2





Committees as appropriate;

- support NWCCOG by promoting broadband connections through the Network to local government, schools and other public entities and ISPs throughout Northwest Colorado to connect and obtain benefits from the Network;
- advise the Network Operator and NWCCOG on evaluation and expansion of connections, and network performance and scheduling for moves, adds, and changes to the Network as they affect the participants in the Network to the greater good of participating communities; and
- enter into this contractual agreement for the initial three year period with the option of additional periods to provide local match for Colorado Department of Local Affairs (“DOLA”) grant funds secured by NWCCOG for the purpose of purchasing equipment for Project THOR construction to bring the network to local Meet Me Center Host communities, as well as to commit to make monthly recurring payments so that NWCCOG may enter into a 10-year Fiber Lease with the Colorado Department of Transportation (“CDOT”) with local matching funds from MRC for a second DOLA grant to cover initial CDOT fiber lease period.

Accordingly, in consideration of the mutual promises stated in this Agreement, the parties agree as follows:

## **AGREEMENT**

### **1. DEFINITIONS**

- 1.1. The terms defined in the preamble and recital have their assigned meanings, and each of the following terms has the meaning assigned to it:
- “Broadband Service”** means the bandwidth that Host may purchase from Network Operator or another carrier that connects to the greater internet.



**“Broadband Steering Committee”** means the standing committee of the NWCCOG that has given direction to the establishment of Project THOR.

**“Community Anchor Institutions”** or **“CAI”** means governmental, nonprofit, educational and similar entities including by way of illustration and not limitation: schools, libraries, hospitals and other medical providers, public safety entities, institutions of higher education, governmental entities, rural electric cooperatives, and community support organizations that facilitate greater use of broadband by vulnerable populations, including low-income, the unemployed, and the aged.

**“Customer Premises Equipment”** or **“CPE”** means any equipment required to attach to the Network, including receiving radio and associated power hardware, but does not include customer routers and customer networking equipment.

**“Internet Service Provider”** or **“ISP”** means an entity providing retail last mile service to end user subscribers.

**“Maintenance”** means work that must be performed upon or to the network to ensure the continuity of an acceptable signal transmitted through wireless technology and/or fibers (in conformance with the manufacturer’s specifications), or to ensure the safety and reliability of the assets.

**“Middle Mile”** means the network connection between the last mile and greater Internet.

**“MRC”** means the monthly recurring cost of a Service which will be as set forth in Section 4or as agreed upon by the Parties and documented on a Service Order, as applicable.

**“Network Operator”** means the entity retained by NWCCOG to provide Service on the Network to MMC hosts.

**“NRC”** means a one-time, non-recurring cost with respect to a Service which will be as set forth in Section 4 or as agreed upon by the Parties and documented on a Service Order, as applicable.

**“Project THOR Meet Me Center”** or **“MMC”** means the Meet Me Centers owned by the Meet Me Center Host and future Meet Me Center hosts that may contract with the NWCCOG as part of expansion of Network.

**“Project THOR Steering Committee”** means a future committee comprised of the Project THOR Meet Me Center Hosts, with a governance framework to be established, which will provide guidance to the NWCCOG regarding the direction of the project in the future. Each MMC Host will have at least one member on the Steering Committee.

**“Service”** means Transport, and Broadband Service and other Network-enabled services that the parties agree, per the terms of this Agreement, will be made available to MMC Hosts.

**“Service Order”** means the order form representing a specific Service or Duty to be provided for a defined period to MMC Hosts by the Network Operator.

**“Transport”, “Transport Service”** or **“Port to Port Service”** means the intra-network traffic between MMC Host locations independent of network traffic connecting to the internet.

**“Transport Packets”** means a formatted unit of data carried by a packet-switched network.

## 2. SCOPE OF AGREEMENT

- 2.1. **Project THOR Network:** The NWCCOG shall provide access to the Network to the Network Operator, who shall plan for and execute future Network expansions with input and direction from the NWCCOG. The NWCCOG is financially responsible for the Network and Network Maintenance. The Network Operator will manage the day-to-day operations and maintenance of the Network. Other Network Providers may subsequently provide Broadband Service through the Network, at the discretion of the NWCCOG.
- 2.2. **Meet Me Center Host:** The Meet Me Center Host shall function as a community-facing organization for the Network. The Host is responsible for providing the Meet Me Center per NWCCOG standards; reselling of the bandwidth that it has purchased through the Network to Community Anchor Institutions, Internet Service Providers, local governments, and other regional authorities in the area(s) it serves; and bringing more of such customers to the Network to help lower aggregate bandwidth prices for all involved. The MMC Host may resell Services offered through the Network, and may, in its discretion, provide Broadband Service through the Network to end user subscribers. The MMC Host shall determine the pricing for Services it resells, subject to the limitations in Section 6.1.
- 2.3. **Customer Premises Equipment:** Host may choose to offer, for sale or lease, customer premises equipment (CPE) and services, such as customer premises wiring and customer premises equipment which lie outside the scope of this Agreement.
- 2.4. **Host Costs:** Host will execute and maintain all contracts with their regional Community Anchor Institutions, ISPs, and other entities that want to utilize



the MMC Host's bandwidth. MMC Host will maintain an accurate database of customers and Services sold from the MMC. Host is responsible for anchor customer acquisition costs and contracting with these customers. The Host may recover costs through reselling bandwidth from the MMC. Host is responsible for building or assisting the anchor customers with direction in building any network infrastructure required to the MMC, providing the NWCCOG authorizes any required interface with the Network.

- 2.5. **Accuracy of Statements:** MMC Host will make accurate representations and statements regarding the Network that are consistent with the representations and statements made in this Agreement and will portray the Network positively to Customers or the public. MMC Host will first address any concerns to Network Operator. If MMC Host is unsatisfied with Network Operator's response, MMC will address such concerns to NWCCOG at a recorded public session.
- 2.6. **Meetings:** NWCCOG will establish and maintain a Project THOR Steering Committee or board comprised of Project THOR MMC Host representatives to provide feedback and input on Project THOR budget and decisions, including without limitation, establishment of the Project THOR budget. NWCCOG will establish meeting schedule and location for regular meetings and will convene meetings as needed to provide timely direction or approvals on policies impacting Network operation. MMC Host will participate in NWCCOG meetings as necessary. NWCCOG will work with Network Operator on items requiring approval in a timely manner.
- 2.7. **Project THOR Budget:** NWCCOG will establish a Project THOR budget, with monies to be used on defined project expenses.
- 2.8. **Customer Support:** MMC Host will be responsible for customer support in

connection with any of the entities to which it sells Services. MMC Host is responsible for providing, either directly or through a qualified third party an adequate number of qualified, courteous, knowledgeable and helpful staff to provide effective and satisfactory service in all contacts with the Customer and Network Operator.

- 2.9. **Acceptable Use Policies:** Upon recommendation of the Project THOR Steering Committee, the NWCCOG may adopt Acceptable Use Policies with respect to the Network, and MMC Host shall abide by any such policies of which it has notice.
- 2.10. **NWCCOG Customer Support:** The NWCCOG is responsible for managing its contract obligations with Network Operator related to customer care issues impacting the NWCCOG elements of the Network, including but not limited to Middle Mile Network Services and SLA administration as shown on **Exhibit C-SLA**.
- 2.11. **Meet Me Center Host Locations and Equipment:** The MMC Host will fund, construct, and own space, or dedicate equivalent space for a Project THOR Meet-Me Center that meets Project THOR network specifications. MMC Host will purchase, install and maintain MMC Equipment. This equipment is defined in the MMC Equipment Specification in **EXHIBIT D-MEET ME CENTER EQUIPMENT SPECIFICATIONS**. NWCCOG will issue Request for Proposals (RFP) for required MMC Equipment. The NWCCOG will issue and maintain up-to-date network specifications for Project THOR MMC Locations. These specifications will be determined by the NWCCOG and all Meet Me Center Hosts.
- 2.12. **Middle Mile Network Equipment:** The NWCCOG will select the brand and model of equipment used to provide the Project THOR Middle Mile Network,

purchase the equipment used to provide the Middle Mile Network, and will be responsible for expenses incurred by operation of the Project THOR Middle Mile Network. NWCCOG will work closely with Network Operator to anticipate Network equipment and software replacement and upgrades and seek funding from all MMC Hosts as necessary.

- 2.13. **Access:** Host will permit the NWCCOG reasonable access to the MMC to access and maintain their equipment in the MMC. MMC Host shall provide a list of contact individuals to the Network Operator and NWCCOG with whom access issues will be coordinated. MMC Host shall maintain its Meet Me Center to the original specifications set forth in **Exhibit D-MEET ME CENTER EQUIPMENT SPECIFICATIONS.**

### **3. PERFORMANCE**

- 3.1. The Host represents and warrants that it owns the Meet Me Center Location and that it has the power and authority to enter into and perform this Agreement, and that its performance of this Agreement will not infringe upon or violate the rights of any third party, nor violate any federal, state, or municipal laws ("Applicable Law").
- 3.2. Host will perform its duties under this Agreement, such performance to be excused only due to a force majeure condition as described in Section 10.

### **4. PAYMENT**

- 4.1. The Host shall purchase Project THOR Middle Mile Service from the Network in accordance with the payment provisions below.
- 4.2. MMC Host location in Town of Eagle, Colorado is a Class 1 location.
- 4.3. At the time of executing this Agreement, Host shall pay the **Total Non-Recurring Cost (NRC)** for network establishment for Project THOR of \$70,421.59 for Town of Eagle to NWCCOG. This amount does not include

the local match for the Meet Me Center and fiber buildout costs of \$238,488.35. The parties understand and agree that the NRC pricing is based upon the nine (9) initial MMC Host entities executing a MMC Host Contract with NWCCOG. If fewer entities enter into a MMC Host Contract, costs will necessarily increase. Should that occur, the MMC Host may continue to operate under this Agreement, subject to modification of this Section 4.3 to reflect the increased NRC. Alternatively, the MMC Host may terminate this Agreement without penalty, by providing written notice of such termination to the NWCCOG within 30 days of receiving revised NRC pricing. Even if MMC Host prefers to remain obligated by this Agreement, subject to increased costs as described herein, the parties understand that if enough entities fail to sign a MMC Host Contract, the operation of the Network may no longer be viable, and in such case, the NWCCOG may terminate this Agreement without penalty by providing written notice of such termination to the MMC Host within 30 days of the revised NRC pricing.

- 4.4. Host site Town of Eagle is a Class 1 site with **Project THOR Monthly-Recurring Costs (MRC)** of \$7,900.00. MRC will be paid as billed beginning June 1, 2019.
- 4.5. Network Port to Port pricing on the Network between MMCs for Project THOR Hosts is set at an initial rate of \$250 per managed port not at purchasing host's MMC per month.
- 4.6. MRCs will be charged in advance, biannually for six (6) months of Network MRC in June and December of each year for the upcoming 6-month period.
- 4.7. At NWCCOG's sole discretion in consultation with the Project THOR Steering Committee, there may be an annual adjustment to the MRC fee based on the overall financial stability and revenues received on the



network. Future adjustments to rates or Services purchased shall be documented in mutually executed Service Orders, subject to the terms and conditions of this agreement.

- 4.8 Meet Me Center Host will have access to specially negotiated rates for bandwidth. MMC Host acknowledge that the NWCCOG may annually adjust these rates depending on the amount of Meet Me Center Hosts participating in Project THOR in consultation with the Project THOR Steering Committee. Optional Bandwidth can be purchased from Network Operator at the bulk rates detailed in **Exhibit A-OPTIONAL BANDWIDTH RATES** as it may be amended from time to time.

## 5. TERM OF AGREEMENT

- 5.1. **Initial Term:** The initial term of this Agreement shall commence on April 1, 2019 (the “Effective Date”) and the initial term shall terminate on December 31, 2022. This initial three (3) year term is required by DOLA as part of the Project THOR program grants received and managed by NWCCOG. The parties understand and agree that notwithstanding the commencement date of this Agreement and the beginning of payment of the MRC, the startup of the Project THOR Network depends upon completion of various MMCs and fiber builds, and will occur over a 3 – 6-month period, after which time the parties expect that all entities will have completed construction work to facilitate the Services anticipated herein from Project THOR.
- 5.2. **Renewal:** Unless otherwise terminated as provided in Section 11, this Agreement will automatically renew for up to five (5) additional three (3) year terms unless notice is received 180 days prior to the end of each three (3) year term.

## 6. OPEN ACCESS



- 6.1. **Open Network:** The NWCCOG has negotiated bulk pricing for bandwidth and service level agreements with Network Operator for MMC hosts. However, Host acknowledges that Network is governed by open access principles, and therefore Hosts are free to contract with another provider for Broadband Service. Because Network is an Open Access Network, while Host is free to contract with another provider for Broadband Service, all such contracts are subject to the requirement that if the Host enters into any agreement with a provider for Services on the Network, it must make comparable offerings to any other provider on comparable terms and conditions. Notwithstanding the foregoing, in order to resell Broadband Service, the Host is required to purchase its Transport Services from the Network.
- 6.2. **Network Neutrality:** Host acknowledges that the Network shall be governed by the principles of network neutrality. Therefore, Host will not block, throttle, or prioritize internet content or applications or require that customers pay different or higher rates to access specific types of content or applications, and if Host enters into any agreements for the provision of Service using the Network, any such agreement will mandate the same requirement.

## **7. LIMITATION OF LIABILITY**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER, OR ANY OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, EMPLOYEES FOR ANY LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY



OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

## **8. ASSIGNMENT AND MODIFICATION**

- 8.1. **Assignment:** Host's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of NWCCOG.
- 8.2. **Transfer:** Should Host choose to terminate ownership or operation of the MMC, Host will advise NWCCOG and make all best efforts to transition ownership and control of the MMC to an agreeable party who will either assume the obligations of this Agreement, or otherwise contract with NWCCOG and the Network Operator to ensure continuity of operations and Services to NWCCOG and MMC subscribers. Pursuant to Sections 5.1 and 11.1, the Parties understand and agree that this Agreement may not be transferred by the Host during the first three (3) years of its term, unless the transferee agrees to comply with all terms, conditions and obligations of this Agreement for the three (3) year term.
- 8.3. **Modification:** The Agreement may be modified only if the amendment is made in writing and is signed by both Parties.

## **9. Confidentiality**

- 9.1. **Open Records:** The Parties acknowledge that this Agreement is public record within the meaning of the Colorado Open Records Act§ 24-72-202(6), C.R.S., and accordingly may be disclosed to the public. The Parties agree to treat as confidential any records that constitute proprietary or confidential information under State law, to the extent a party makes the other party aware of such confidentiality. Each party shall be responsible



for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information and shall provide a brief written explanation as to why such information is confidential under state law. If a party believes it must release any such confidential records in the course of enforcing this Agreement, or for any other reason, it shall advise the other party in advance so that party may take appropriate steps to protect its interests. If a party receives a demand from any person for disclosure of any information designated by the other party as confidential, the party shall, so far as consistent with Applicable Law, advise the other party and provide the other party with a copy of any written request by the person demanding access to such information within a reasonable time. Until otherwise ordered by a court or agency of competent jurisdiction, the Parties agree that, to the extent permitted by State law, it shall deny access to any of the party's records marked confidential as set forth above to any person. The party whose records are being withheld shall reimburse the other party for all reasonable costs and attorney's fees incurred in any legal proceedings pursued under this Section.

#### **10. FORCE MAJEURE**

In the event either party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond the control of that party, it shall have a reasonable time, under the circumstances, to perform the affected obligation under this Agreement or to procure a substitute for such obligation which is satisfactory to the other party. Those conditions which are not within the control of a party include, but are not limited to, natural disasters, civil disturbances, defaults by other parties impacting the Network, work stoppages or labor disputes, power outages, telephone network outages, and severe or unusual weather



conditions which have a direct and substantial impact on the party's ability to comply with this Agreement and which was not caused and could not have been avoided by the party which used its best efforts in its operations to avoid such results.

## **11. DEFAULT AND TERMINATION**

- 11.1. **Voluntary Termination:** This Agreement can be terminated by either party at any time with one hundred eighty (180) days written notice after the initial three (3) year period.
- 11.2. **Default by Host:** The following shall constitute defaults by Host: Any failure by Host to perform any covenant or obligation required by this Agreement (other than the payment of fees due hereunder), and the failure to cure said default within a period of thirty (30) days following written notice to Host of said default. The failure to pay any fees due by Host shall be considered a default if Host does not make payment in full within fourteen (14) days following written notice to Host of such non-payment.
- 11.3. **Default by NWCCOG:** The following shall constitute default by NWCCOG: The breach of any promise or covenant of NWCCOG made herein which shall continue and not be cured within thirty (30) days after Host has given written notice to NWCCOG of such breach.
- 11.4. **Remedy for Default of Host:** Upon the occurrence of an event of default with respect to Host, NWCCOG may at its election terminate this Agreement by written notice to Host of such election. NWCCOG may also pursue such legal and equitable remedies for any breach by Host without waiving the right to subsequently terminate this Agreement based on the related event of default.
- 11.5. **Remedy for Default of NWCCOG:** Upon the occurrence of an event of

default with respect to NWCCOG, Host may at its election terminate this Agreement by written notice to NWCCOG of such election. Host may also pursue such legal and equitable remedies for any breach by NWCCOG without waiving the right to subsequently terminate this Agreement based on the related event of default.

- 11.6. **Additional Remedies:** These remedies are in addition to any special remedies provided elsewhere in this Agreement and in addition to any other rights or remedies now or subsequently existing at law, in equity, by statute or otherwise.

## **12. NOTICE**

All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following Parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements:

For Northwest Colorado Council of Governments:

Jon Stavney, Executive Director  
249 Warren Avenue  
Silverthorne, CO 80498

or via US Mail to  
P.O. Box 2308  
Silverthorne, CO 80498

For Host, Colorado:

Town of Eagle



200 Broadway Street  
Eagle, CO 81631

### **13. CONTRACT WITH INTERGOVERNMENTAL ENTITY**

- 13.1. **Annual Appropriation:** Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the either party within the meaning of Colorado Constitution Article X, Section 20, or any other constitutional or statutory provisions. Each party's fiscal obligations hereunder are expressly conditional upon annual appropriation by its respective governing body, in its sole discretion. The Parties understand and agree that any decision by a governing body to not appropriate funds for payment shall result in termination of this Agreement. If a MMC Host is not going to appropriate funds for its next fiscal year to continue under this Agreement, it shall utilize best efforts to advise the NWCCOG of the intent not to appropriate by October 1<sup>st</sup> of each year.
- 13.2. **Governmental Immunity:** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., or any other Applicable Law, as now or hereafter amended.

### **14. MISCELLANEOUS PROVISIONS**

- 14.1. **Entire Agreement:** This Agreement and all Exhibits represent the entire agreement between the Parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the Parties.
- 14.2. **Severability:** If any provision of this Agreement is invalid or unenforceable



for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

- 14.3. **Governing Law:** This Agreement shall be governed by and construed in accordance with the Laws of the State of Colorado, and Applicable Law.
- 14.4. **Jurisdiction:** Venue for any judicial dispute between the Parties arising under or out of this Agreement shall be in District Court in the county where at least one of the parties resides.
- 14.5. **Authority to Execute:** The individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such party, and this Agreement is binding upon such party in accordance with its terms.
- 14.6. **Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. Both the NWCCOG and Host expressly reserve all rights they may have under law to the maximum extent possible, and neither the NWCCOG nor Host shall be deemed to have waived any rights they may now have or may acquire in the future by entering into this Agreement.
- 14.7. **No Joint Venture:** The relationship between NWCCOG and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes. NWCCOG and Host,



in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

- 14.8. Network Transport pricing on the Network may be billed to each MMC for incoming and outgoing Transport Packets. Billing for Transport may be determined by the Project THOR Steering Committee prior to each three-year renewal period of this agreement.
- 14.9. **Survival:** Any provision of this Agreement, which by its nature extends beyond the term hereof or which is required to ensure that the parties to fully exercise their rights and perform their obligations hereunder shall survive the expiration or termination of this Agreement for any cause whatsoever.
- 14.10. **Headings:** Headings used in this Agreement are provided for convenience only and will not be used to construe meaning or intent.
- 14.11. **No Ability to Bind Other Party:** Neither Party will have the authority to bind the other by contract or otherwise or make any representations or guarantees on behalf of the other. The relationship arising from this Agreement will be and will at all times remain that of an independent contractor, and does not constitute an agency, joint venture, partnership, employee relationship or franchise.

By:

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Jon Stavney, Executive Director

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*Date*

Eagle, Colorado

By:

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*Date*

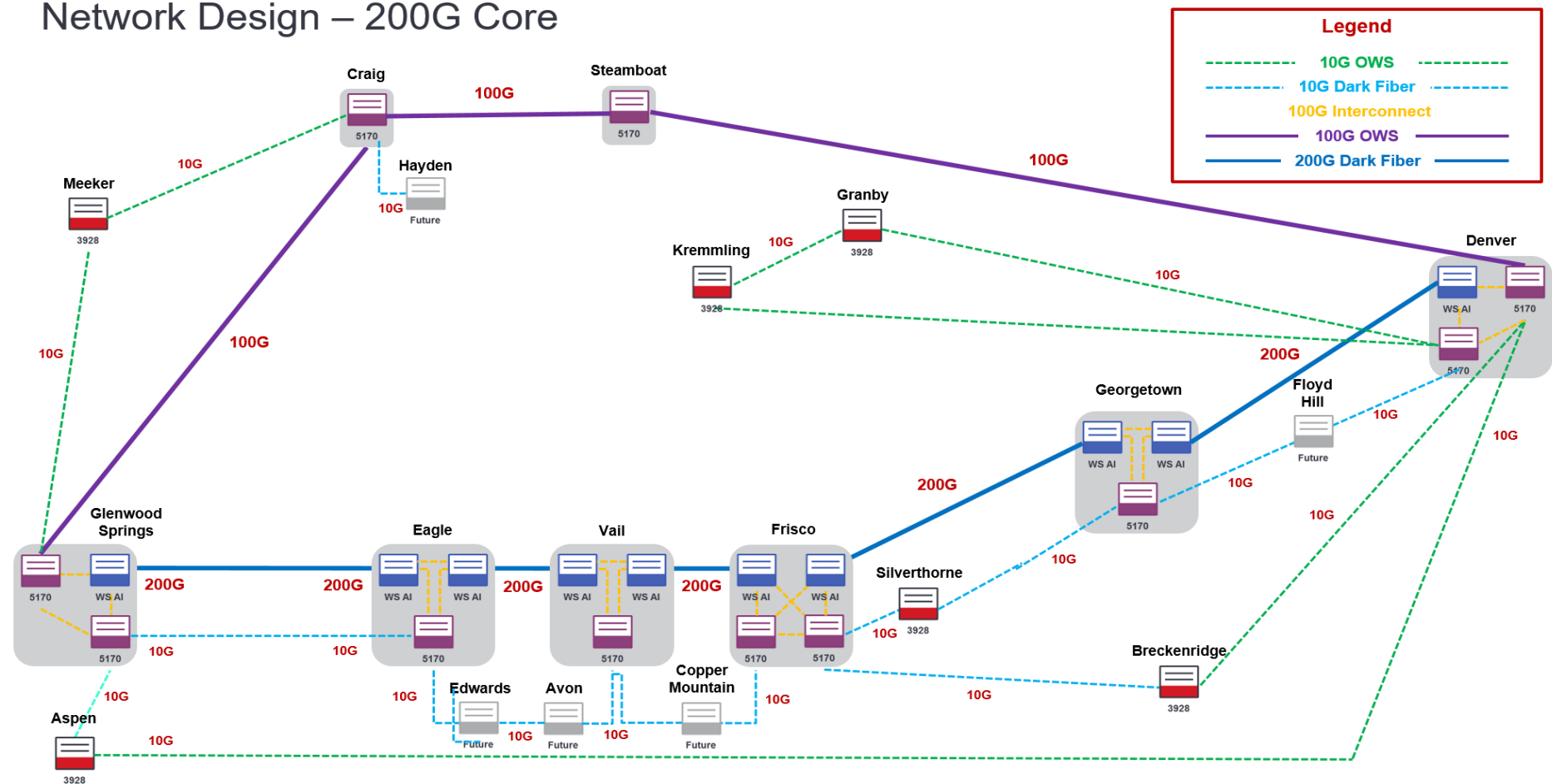
## EXHIBIT A- OPTIONAL BANDWIDTH RATES

Optional bandwidth can be purchased directly from the Network Operator from which NWCCOG has negotiated the following combined bulk rate (bulk rate is calculated by the total aggregation of all contracted parties) of:

| IP Transit Tier |    |         | MRC Price / Mbps |
|-----------------|----|---------|------------------|
| 1Gbps           | To | 2Gbps   | \$0.75           |
| 2Gbps           | To | 5Gbps   | \$0.70           |
| 5Gbps           | To | 10Gbps  | \$0.60           |
| 10Gbps          | To | 15Gbps  | \$0.50           |
| 15Gbps          | To | 20Gbps  | \$0.48           |
| 20Gbps          | To | 30Gbps  | \$0.45           |
| 30Gbps          | To | 40Gbps  | \$0.40           |
| 40Gbps          | To | 50Gbps  | \$0.35           |
| 50Gbps          | To | 60Gbps  | \$0.33           |
| 60Gbps          | To | 70Gbps  | \$0.30           |
| 70Gbps          | To | 80Gbps  | \$0.28           |
| 80Gbps          | To | 90Gbps  | \$0.26           |
| 90Gbps          | To | 100Gbps | \$0.25           |

EXHIBIT B-NETWORK (Diagram)

Network Design – 200G Core



## **Exhibit C-Service Level Agreement**

This Service Level Agreement (SLA) establishes Network Operator network performance and service level metrics for the Network. The NWCCOG has contracted with the Network Operator for its performance under the SLA described below, and each MMC Host is a third-party beneficiary to, and may independently enforce the terms of the SLA with the Network Operator with respect to the Services it purchases from the Network Operator.

This Service Level Agreement (SLA) establishes the Network Operator's network performance and service level metrics for the Network. When the Network fails to deliver a standard of performance (as established in the Table below), the Network Owner shall be eligible for a corresponding credit. All Service Outages, service impacting and non-impacting situations, and potential Service Level credits, will be handled according to the guidelines and priorities as defined and set forth in this SLA, and which may be subject to change from time to time with written notice.

Network Performance:

Upon Effective Date, in the event Network Operator suffers a network outage outside of events defined as Force Majeure, planned outage or scheduled network maintenance, then Network Operator and Network Owner will adhere to the guidelines set forth in this Exhibit.





Monthly Service Availability Percentage and Outage Credits are as follows:

| Monthly Service Availability Percentage |             | Outage credit %                                                       |
|-----------------------------------------|-------------|-----------------------------------------------------------------------|
| Upper Level                             | Lower Level | % of MRC credit per affected and Network Operator authorized Customer |
| 100%                                    | >=99.9%     | 0%                                                                    |
| <99.9%                                  | >=99.5%     | 5%                                                                    |
| <99.5%                                  | >=99.0%     | 10%                                                                   |
| <99.0%                                  | >=95.0%     | 25%                                                                   |
| <95.0%                                  | >=90.0%     | 50%                                                                   |
| <90.0%                                  | >=00.0%     | 100%                                                                  |

Network Operator will be responsible for ensuring the Network functions at or above the Service Levels outlined in the preceding table, by performing the duties and responsibilities outlined in the SOW. Any outage not directly related to Network Operator's duties and responsibilities will not constitute an outage credit between Network Owner and Network Operator.

The length of each outage will be calculated in full minutes for the purposes of determining outage credits. The existence and end of each outage will be determined by Network Operator in good faith based on network tests performed by Network Operator. Under no circumstances will network tests performed by MMC Host or Network Owner without collaboration with Network Operator be considered valid measurable criteria for outage

determination for the purposes of establishing outage credit. In the event that the parties disagree as to the accuracy of Network Operator's test results, the parties shall work together to identify an independent entity to verify test results.

Transparency: In the case of any outage or disruption of Service on the Network, Network Operator shall promptly notify the Network Owner, MMC Hosts, and customers with details of the outage and when Service is expected to be restored. Network Operator may also make such outage information available electronically.

## EXHIBIT D-MEET ME CENTER EQUIPMENT SPECIFICATIONS

### Project THOR MMC Host Requirements

- Physical Space for Equipment
  - MMC Host must provide adequate space for THOR Equipment
  - THOR equipment will require up to 10 Rack Units of Space
  - MMC Host to provide space for Anchor Institution and ISP equipment as needed
  - 2 x 19" racks would be preferred
- Entrance conduits
  - MMC Host must provide entrance conduits and related infrastructure for THOR middle mile connection
  - For sites where fiber build is required, the entrance conduits must be installed from equipment room to property line
  - For sites where lit services will be used, underlying carrier requirements will be applicable and likely to include conduit to property line, as well as space and power for underlying carrier equipment
- HVAC
  - MMC Host is responsible for maintaining proper environmental controls to ensure the longevity of the THOR equipment
  - Proper temperature controls should maintain an ambient temperature of no more than 80 degrees Fahrenheit
- Access Control
  - MMC Host to provide secure access to equipment room
  - Only authorized personnel should be granted access

- MMC Host to provide 24/7 procedure for access by Network Operator
- MMC Host to provide 24/7 procedure for access by Colocators
- Power
  - MMC Host must provide adequate commercial power for THOR Equipment
    - 20Amp, 120VAC dedicated power circuit minimum
  - Backup provisions in case of commercial power outage
    - Uninterrupted Power Supply (UPS)
      - Used to bridge power from time of outage to generator power
    - Generator with automatic transfer switch capable of providing power to equipment room during loss of commercial power
- Land use/easements/lease
  - MMC Host must ensure that the equipment space provided has the proper use, zoning, and easements in place for allowing the use by NWCCOG and Project THOR
  - No additional compensation will be provided by NWCCOG for use of space
- Colocation
  - MMC Host shall make available space for ISPs to locate equipment and connect to THOR within the MMC
  - MMC Host to make available entry/exit conduits for delivery of services out of the MMC
  - MMC Host to make available roof space (if possible) for locating ISP wireless equipment and/or wireless equipment to connect Community Anchor Institutions



To: Mayor and Town Board of Trustees

From: Jill Kane, Finance Director

Date: March 26, 2019

Agenda Item: Town of Eagle Check and Electronic Transfer Signing Authority

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**REQUEST:** Staff requests the Board review:

- The revised check and electronic transfer signing authority policy - additions highlighted in red
- Resolution 16-2019 Setting forth check and electronic transfer signing authority
- Resolution 18-2019 Appointing \_\_\_\_\_ as an authorized signer for check and electronic transfers while the Mayor Pro Tem is unable to perform such duties

**INTRODUCTION:** Currently there is a limited segregation of duties in the Town's accounts payable (A/P) process. The Finance Director/Treasurer currently has the authority to prepare and sign checks. Although limited segregation of duties is not uncommon for smaller organizations, one simple practice to achieve greater internal controls is to remove signing authority from the Finance Director/Treasurer.

This is a recommendation from the Town auditor as well as from the Finance Department review, prepared by Tim Gagen in 2018.

**COMMUNITY INPUT:** None

**BUDGET / STAFF IMPACT:** This policy change will have no budget impact, however, will have a staff impact. When organizations increase internal control from a point with few internal controls, it will increase the time it takes to complete tasks. However, increasing accounting oversight and protecting the Town from potential internal fraud outweigh the increased time it will take for two authorized signers to review source documentation and sign checks. Accounts Payable checks are issued every other Friday. This policy change may increase the A/P process by 2-4 hours on a bi-weekly basis.

**STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:**

- Enhance the Financial Health of the Town – Increasing internal controls and the segregation of duties as well as documenting financial standards, policies, and procedures will enhance and protect the financial health of the Town. This policy will continue the Town's movement toward ensuring the Town's financial management is sound.

**RECOMMENDED ACTION OR PROPOSED MOTION:**

1. Motion to **approve** or **deny** adoption of resolution 16-2019, "A Resolution of the Board of Trustees of the Town of Eagle, Colorado, setting forth check and electronic fund transfer signing authority."
2. Motion to **approve** or **deny** adoption of resolution 18-2019, "A Resolution of the Board of Trustees of the Town of Eagle, Colorado, appointing \_\_\_\_\_ as an authorized signer for check and electronic transfer while the Mayor Pro Tem is unable to perform such duties."



**ATTACHMENTS:**

- Check and Electronic Transfer Signing Authority Policy
- Resolution 16-2019
- Resolution 18-2019

**Town of Eagle**  
**Check and Electronic Transfer Signing Authority**  
**Effective Date: March 26, 2019**

**Purpose:**

The purpose of this policy is to do the following:

1. Establish internal controls over the disbursement process.

**Policy:**

It is the Town of Eagle's policy to require "wet" or "live" signatures for all checks and electronic transfers (wire or ACH). Stamp, copy or facsimile signatures are not authorized.

**Guidelines:**

**1. Authorized Signers**

The positions of Town Manager, Town Clerk, Mayor, Mayor Pro-tem, their successors and interim appointments, are authorized signers.

Any changes made to authorized signers is approved by resolution by the Town Board of Trustees.

If any individual in the position of Town Manager, Town Clerk, Mayor or Mayor Pro-tem is unable to perform these duties, the Board of Trustees may designate another individual as an authorized signer. The Board designated authorized signer will have signing authority until the normal authorized signer position is replaced or the designee is no longer a trustee or employee with the Town of Eagle.

**2. Signing Requirements**

All checks require **two** "wet" signatures from authorized signers, except payroll checks and electronic transfers. At least one signature shall be from either the Town Manager or Town Clerk.

Payroll checks only require one authorized signature.

Electronic transfers, for recurring or non-recurring disbursements, may be set up only with prior Town Manager and Finance Director approval.

Electronic transfers for non-recurring expense payments, exceeding \$15,000, require two "wet" signatures from authorized signers.

Electronic transfers for recurring expense disbursements do not require authorized signatures.

**3. Signatory Responsibility**

All signers **should** review source documentation (i.e. invoice, purchase order, packing slip, etc.) to confirm the authenticity of the expense, departmental approvals, the amount and the payee.

When signing checks, review the check sequence to determine if any checks are missing or out of order.

No signer may sign a check which is made out to themselves.

Signing of blank checks is strictly prohibited.

#### **4. Finance Department Responsibility**

Prior to payment, Finance will review and organize documentation received from departments, code and enter invoice information in Caselle, and prepare checks to be signed.

Finance will notify vendors who are receiving non-recurring electronic payments from the Town when the transfer is scheduled.

Finance is to keep blank check stock in a locked secure place when not in use. Only pre-numbered checks shall be used and always in sequence.

Finance will run a monthly missing check report in Caselle to ensure no checks are missing.

Finance will verify there are sufficient funds to pay for the checks issued.

Finance will review the signing requirements have been met prior to mailing payments to vendors or employees.

Finance will review all cleared checks on the checking account bank statements monthly to ensure that the two-signer requirement is being met.

#### **5. Definitions:**

Recurring Expense: A recurring expense is any regular (monthly, quarterly, annual) expense that is already anticipated in the annual budget. The expense may either be the same amount (i.e., rent lease payment on equipment for which we have signed a contract); a varying amount based on use (e.g., health plan - varies depending on the number of persons in the plan, copying and mailing service - depends on number of items sent out); or an amount for a regular expense, such as monthly payment of membership dues or payment of annual premium on liability insurance.

Non-Recurring Expense: A non-recurring expense would be a major capital purchase or the initial payment for a new contract for a consulting job, or any other expense for a purpose or activity not undertaken in the past.

**RESOLUTION NO. 16**  
**(Series of 2019)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,  
COLORADO, SETTING FORTH CHECK AND ELECTRONIC FUND TRANSFER  
SIGNING AUTHORITY**

WHEREAS, the Town of Eagle is required to issue checks and process electronic fund transfers in the course of everyday business; and

WHEREAS, the Town of Eagle desires to set forth signing requirements for the release of such checks and electronic fund transfers.

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

Section 1. That the Town of Eagle, does hereby approve the following positions and their successors, including interim appointees, with check and electronic fund transfer signing authority:

1. Town Manager
2. Town Clerk
3. Mayor
4. Mayor Pro Tem

Section 2. That if any individual in the position of Town Manager, Town Clerk, Mayor or Mayor Pro Tem is unable or ineligible to perform these duties, the Board of Trustees may designate another individual as an authorized signer by resolution.

Section 3. That all accounts payable checks require two signatures, of which at least one signature shall be from either the 1) Town Manager or 2) the Town Clerk.

Section 4. That all electronic transfers for non-recurring expenditures, exceeding \$15,000, require two signatures, of which at least one signature shall be from either the 1) Town Manager or 2) the Town Clerk.

Section 5. That all payroll checks require one signature from an authorized signor.

Section 6. That all signatures shall be live signatures, and not by stamp, copy, or facsimile

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on March 26, 2019.

TOWN OF EAGLE, COLORADO

By \_\_\_\_\_  
Anne McKibbin, Mayor

ATTEST:

\_\_\_\_\_  
Jenny Rakow, Town Clerk



**RESOLUTION NO. 18**  
**(Series of 2019)**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EAGLE,  
COLORADO, APPOINTING \_\_\_\_\_ AS AN AUTHORIZED SIGNER  
FOR CHECK AND ELECTRONIC TRANSFERS WHILE THE MAYOR PRO TEM IS  
UNABLE TO PERFORM SUCH DUTIES.**

WHEREAS, the Town of Eagle requires the Board to appoint another individual with check and electronic transfer signing authority should the Town Manager, Town Clerk, Mayor or Mayor Pro Tem be unable to perform such duties pursuant to its financial policies; and

WHEREAS, Mayor Pro Tem, Kevin Brubeck, is unable to serve as authorized signer for the Town of Eagle and \_\_\_\_\_ has agreed to serve as an authorized signer for the remainder of his term as Mayor Pro Tem.

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

Section 1. That Kevin Brubeck's withdrawal as an authorized signer is accepted.

Section 2. That \_\_\_\_\_ is hereby appointed to serve as an authorized signer for check and electronic transfers for the Town of Eagle until the end of Kevin Brubeck's term as Mayor Pro Tem or until another appointee is named.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Eagle, Colorado, held on March 26, 2019.

TOWN OF EAGLE, COLORADO

By \_\_\_\_\_  
Anne McKibbin, Mayor

ATTEST:

\_\_\_\_\_  
Jenny Rakow, Town Clerk



To: Mayor and Town Board of Trustees

From: Jill Kane, Finance Director  
Bryon McGinnis, Public Works Director

Date: March 26, 2019

Agenda Item: Construction Water Proposal

---

**REQUEST:** Staff requests the Board review and discuss the proposal for providing construction water and sewer.

**BACKGROUND:** Staff has received comments regarding the high cost of construction water in the Town of Eagle since it is grouped in with the regular tiered rate structure and not billed until TCO. Staff would like the Board to review our current practice along with comparisons from other water districts and discuss several options for charging construction water.

**ANALYSIS:**

**Current Practice:** Contractors have two options, they may haul water with the use of the water filling station at Public Works or they may choose to install a water meter at the property early for use during construction. *Per the Town code, only the Town of Eagle and the Fire district may use Town hydrants. The Town does not allow public use anymore due to hydrants being damaged on a regular basis.*

**1. Construction Water Filling Station at Public Works:**

- Contractors may fill a water tank truck at Public Works– This water is billed at “Out of Town” tiered rates and requires a use fee of \$50 – Public Works completes the billing for this type of water usage.

**2. Water Meter Installed:**

- Once the meter remote has been installed an account is created in Caselle
  - The account is created based on the information on the plant investment fee application and the TCO/CO Inspection checklist
- Water service and water surcharge fees are added at this time
- Rate is based on the project type (i.e. Residential or Commercial)
- The beginning read on the meter is zero – Staff does not receive the first reading until the remote is also installed – Which is normally right before or at TCO
- Once the first reading is received the billing on the account is based on the assigned rate
  - “In Town” or “Out of Town” and
  - “Commercial” or “Residential”
- The first billing may be small or large depending on:
  - When the meter was installed/how long the property takes to construct
  - How much water was used
  - Type of property

**3. Sewer Fees:**

- No sewer fees are charged until TCO

**Comparisons:** Below are comparisons from surrounding water districts for your review:

### **Eagle River Water and Sanitation District**

- The District allows construction water if there is an air gap after the water meter (no full connection to the interior fixtures) for up to 6 months
  - The water service line and the water meter must pass inspection and tap fees must be paid prior to the turn on of the curb stop for construction water
  - A second and final inspection is required once the full connection to the fixtures has been made
  - The District is somewhat flexible on the 6-month timeframe for larger multifamily projects
- The District has different rates for Vail (ERWSD) and down valley (UERWA) – *See attachment*
  - All fees listed are multiplied by the properties SFE (Square Foot Equivalent)
    - 1 SFE for the District is equal to 3,000 sf
    - Tier levels on the water use is also multiplied by the properties SFE
      - i.e. if a home is 6,000 SF then the SFE = 2. Tier 1 use rates would be increased to 20k gals for the top of that tier, Tier 2 would go to 40kgals and so on through all tier levels
- Examples:
  - A *new construction* property in Vail needs water for construction but is not yet impacting the sewer system, then the account is charged \$19.80 (x SFE) for the Water Service Base Fee in addition to the water use charge
  - If it is a tear down/rebuild and the property is still hooked up to the wastewater system, then the Wastewater Service Base Fee would apply as well, same structure as above
- The District also rents Fire Hydrant Meters for construction water 04/15 – 10/15. The rate structure for these rentals are different than the charges listed on the attachment

### **The Town of Gypsum**

- Domestic water is not allowed for construction use
- The Town provides two options for construction water:
  1. Hydrant use permit process – \$50.00 for the first 10,000 gallons and \$5.00 per 1,000 thereafter
  2. Non-potable water – Contractors can draw water from Gypsum Creek at no charge, but they must have the proper equipment

Tap fees are paid during the application process and usage fees are not charged until the meter is installed

### **Ute Water Conservancy District**

- Allows for construction water use and bills at the normal monthly rate, based on project type once they have installed the meter – this practice is similar to the Town’s current practice

### **Staff Proposed Options:**

#### **Water Metering Options:**

1. Continue to use the current rate structure and bill based on the proposed project
  - Install the remote prior to turning on the water for the project so the Town can begin billing monthly instead of at TCO for several months of usage
2. Provide construction water at a separate rate within our rate schedule and set up billing in the same month the meter is installed

#### **Considerations:**

- Would require installation of the remote earlier than is currently being done
  - The first bill would not necessarily go to the homeowner – it would go to the “responsible party” – i.e. the contractor, developer, or current property owner
  - The Town would begin billing a base rate and surcharge when the meter is installed
  - Residential water rates are higher than commercial rates because the Town is charging a premium for irrigation water or treated water that is going in the ground – the Town could charge a higher rate which would be more in-line with residential rates or a rate closer to the Town’s commercial rate for companies building these residential or commercial buildings
  - Rate Structure options:
    1. One Tier – i.e. \$6.62 per 1,000 (This is the “In Town” 2<sup>nd</sup> residential tier and highest commercial tier)
    2. Multi-Tier – i.e. “In Town” or “Out of Town” or a separate structure altogether
3. Only allow use of water filling station at Public Works for construction water

#### **Public Works Water Filling Station options:**

1. Continue with current practice and rate structure (Out of Town Tiers, base fee and \$50 use fee)
2. Continue charging out of Town rate with base fee (stop charging a \$50 use fee)
3. Charge a filling station use fee and have one rate - \$6.62 per 1,000 gallons (No tiered structure)

**Waste Water Options:** The Town currently does not charge for sewer construction usage and does not begin billing for sewer until TCO.

1. Continue with current practice and not set up billing until TCO
2. Begin charging a separate construction sewer rate when the meter and remote are installed
  - i.e: 20% (\$11.76) to 40% (\$23.53) of current sewer rate (\$58.82)

### **Staff Recommendation:**

1. **Water Metering:** Continue to use the current rate structure and bill based on the proposed project
  - Install the remote prior to turning on the water for the project so the Town can begin billing monthly instead of at TCO for several months of usage
2. **Public Works Water Filling Station:** Continue charging out of Town rates with base fee (stop charging a \$50 use fee)

3. **Waste Water:** Begin charging a separate construction sewer rate (\$11.76/mo – 20% of sewer rate) when the meter and remote are installed

**COMMUNITY INPUT:** Complaints have been received by staff regarding the high cost of construction water and the process in which the Town charges for construction water.

**BUDGET / STAFF IMPACT:** Depending on the method chosen there may be budget impacts to revenue (positive or negative), although they are likely to be minimal. Also depending on the method chosen, public works staff may have to do one additional trip to the construction site to install the remote also there may need to be additional workflow between public works, community development, and administration to ensure proper billing.

**STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:**

- Build Lower Basin Water Treatment Plant, Enhance Water Management: This objective encourages reviewing the Town's water management practices against best practices within the industry. It also entails providing cost-effective services. The review and potential change of the fee structure will ensure that the Board is evaluating policies and fees for cost-effectiveness and equity purposes.
- Improve Housing Availability and Affordability: This objective discusses the issue of high construction costs for new construction. A change in fees charged for construction water could increase or decrease construction costs depending on the option chosen.
- Enhance the Fiscal Health of the Town: This objective encourages the Town to develop strategies that increase revenues that are not burdensome to residents. This proposal could increase or decrease Water Fund revenues depending on the option chosen.

**RECOMMENDED ACTION OR PROPOSED MOTION:** Discussed proposal and direct staff to move forward with a specific option.

1. Construction Water Billing Option
  - a. Keep current structure with modifications to process,
  - b. Change structure, or
  - c. Only filling station use for construction water
2. If the Board chooses to change the structure
  - a. Single Tier or Multi-Tier?
  - b. Would you like to see the rates consistent with current rates, higher, or lower?
3. Water filling station options
  - a. Continue with current billing
  - b. Change billing structure
4. Waste Water Billing Options
  - a. Continue with current billing practice
  - b. Start billing for waste water construction and set up a new rate

**ATTACHMENTS:**

- Eagle River Water and Sanitation District Construction Water Usage Fees
- 2019 Town of Eagle Utility Fee Schedule



## VAIL 2019 Rates

| Water Service Base Charge/SFE                  |                 | Water Usage Rates (per kgal) |          |
|------------------------------------------------|-----------------|------------------------------|----------|
| Base Rate Per SFE                              | \$ 15.66        | Tier 1 (0-10)                | \$ 2.64  |
| Debt Service 2017 Bonds                        | \$ 6.48         | Tier 2 (11-20)               | \$ 4.62  |
| Capital Replacement Program                    | \$ 5.49         | Tier 3 (20-30)               | \$ 8.09  |
| <b>Water Base Portion of Bill per SFE</b>      | <b>\$ 27.63</b> | Tier 4 (30-40)               | \$ 10.11 |
|                                                |                 | Tier 5 (more than 40)        | \$ 12.64 |
| Wastewater Service Base Charge/SFE             |                 |                              |          |
| Base Service Rate (min charge 5 kgal)          | \$ 25.95        |                              |          |
| Debt Service 2009 Bonds                        | \$ 3.00         |                              |          |
| Debt Service 2012 Bonds                        | \$ 5.89         |                              |          |
| <b>Wastewater Base Portion of Bill per SFE</b> | <b>\$ 34.84</b> |                              |          |

### *Outdoor Usage*

| Irrigation Usage Rates (no structure)                  |          | Irrigation Usage Rates (coverage based)                       |          |
|--------------------------------------------------------|----------|---------------------------------------------------------------|----------|
| <i>SIR (SFE factor based on meter size)/kgal</i>       |          | <i>SIC (SFE factor calculated from irrigated sq.ft.)/kgal</i> |          |
| Tier 1 (0-10)                                          | \$ 5.59  | Tier 1 (max 175 kgal) 1 1/2" cover                            | \$ 5.59  |
| Tier 2 (11-20)                                         | \$ 8.38  | Tier 2 (max 234 kgal) 2" cover                                | \$ 8.38  |
| Tier 3 (21-30)                                         | \$ 12.59 | Tier 3 (more than 234 kgal) 2"+ cover                         | \$ 12.59 |
| Tier 4 (31-40)                                         | \$ 18.88 | (SFE X max kgal = allowable usage for each tier)              |          |
| Tier 5 (more than 40)                                  | \$ 28.32 |                                                               |          |
| Sprinkler Usage Rates                                  |          |                                                               |          |
| <i>SIR (based upon associated structure SFE) /kgal</i> |          |                                                               |          |
| Tier 1 (0-20)                                          | \$ 5.59  |                                                               |          |
| Tier 2 (21-30)                                         | \$ 8.38  |                                                               |          |
| Tier 3 (more than 31)                                  | \$ 12.59 |                                                               |          |

### *Construction Usage*

| Temporary/Suspended Base Service Charges & Rates |          | Seasonal Fire Hydrants (4/15/18-10/15/18) |             |
|--------------------------------------------------|----------|-------------------------------------------|-------------|
| Water Service Base Charge per SFE                | \$ 19.80 | Deposit                                   | \$ 2,500.00 |
| Wastewater Service Base Charge per SFE           | \$ 21.87 | Install/Removal Fee                       | \$ 144.00   |
| <i>Water Usage Rates (per kgal)</i>              |          | Hydrant Weekly Rental                     | \$ 130.00   |
| Tier 1 (0-10)                                    | \$ 5.59  | <i>Water Usage Rates (per kgal)</i>       |             |
| Tier 2 (11-20)                                   | \$ 8.38  | Tier 1 (0-15)                             | \$ 5.59     |
| Tier 3 (21-30)                                   | \$ 12.59 | Tier 2 (16-30)                            | \$ 8.38     |
| Tier 4 (31-40)                                   | \$ 18.88 | Tier 3 (more than 30)                     | \$ 12.59    |
| Tier 5 (more than 40)                            | \$ 28.32 |                                           |             |

## UERWA 2019 Rates

| Water Service Base Charge/SFE                  |                 | Water Usage Rates (per kgal) |          |
|------------------------------------------------|-----------------|------------------------------|----------|
| Base Rate                                      | \$ 17.81        | Tier 1 (0-10)                | \$ 3.73  |
| Debt Service 2010 Bonds                        | \$ 3.03         | Tier 2 (11-20)               | \$ 5.59  |
| Debt Service 2013 Bonds                        | \$ 2.53         | Tier 3 (21-30)               | \$ 8.38  |
| Capital Replacement Program                    | \$ 3.49         | Tier 4 (31-40)               | \$ 12.59 |
| <b>Water Base Portion of Bill per SFE</b>      | <b>\$ 26.86</b> | Tier 5 (more than 40)        | \$ 18.88 |
| Wastewater Service Base Charge/SFE             |                 | Town/Metro Base Charge/SFE   |          |
| Base Service (min charge 5 kgal)               | \$ 25.95        | Avon Water                   | \$3.25   |
| Debt Service 2009 Bonds                        | \$ 3.00         | Village at Avon Water        | \$3.25   |
| Debt Service 2012 Bonds                        | \$ 5.89         |                              |          |
| <b>Wastewater Base Portion of Bill per SFE</b> | <b>\$ 34.84</b> |                              |          |

### *Outdoor Usage*

| Irrigation Usage Rates (no structure)                  |          | Irrigation Usage Rates (coverage based)                       |          |
|--------------------------------------------------------|----------|---------------------------------------------------------------|----------|
| <i>SIR (SFE factor based on meter size)/kgal</i>       |          | <i>SIC (SFE factor calculated from irrigated sq.ft.)/kgal</i> |          |
| Tier 1 (0-10)                                          | \$ 5.59  | Tier 1 (max 175 kgal) 1 1/2" cover                            | \$ 5.59  |
| Tier 2 (11-20)                                         | \$ 8.38  | Tier 2 (max 234 kgal) 2" cover                                | \$ 8.38  |
| Tier 3 (21-30)                                         | \$ 12.59 | Tier 3 (more than 234 kgal) 2"+ cover                         | \$ 12.59 |
| Tier 4 (31-40)                                         | \$ 18.88 | (SFE X max kgal = allowable usage for each tier)              |          |
| Tier 5 (more than 40)                                  | \$ 28.32 |                                                               |          |
| Sprinkler Usage Rates                                  |          |                                                               |          |
| <i>SIR (based upon associated structure SFE) /kgal</i> |          |                                                               |          |
| Tier 1 (0-20)                                          | \$ 5.59  |                                                               |          |
| Tier 2 (21-30)                                         | \$ 8.38  |                                                               |          |
| Tier 3 (31-40)                                         | \$ 12.59 |                                                               |          |
| Tier 4 (more than 40)                                  | \$ 18.88 |                                                               |          |

### *Construction Usage*

| Temporary/Suspended Base Service Charges & Rates |          | Seasonal Fire Hydrants (4/15/18-10/15/18) |             |
|--------------------------------------------------|----------|-------------------------------------------|-------------|
| Water Service Base Charge per SFE                | \$ 17.96 | Deposit                                   | \$ 2,500.00 |
| Wastewater Service Base Charge per SFE           | \$ 21.87 | Install/Removal Fee                       | \$ 144.00   |
| <i>Water Usage Rates (per kgal)</i>              |          | Hydrant Weekly Rental                     | \$ 130.00   |
| Tier 1 (0-10)                                    | \$ 5.59  | <i>Water Usage Rates (per kgal)</i>       |             |
| Tier 2 (11-20)                                   | \$ 8.38  | Tier 1 (0-15)                             | \$ 5.59     |
| Tier 3 (21-30)                                   | \$ 12.59 | Tier 2 (16-30)                            | \$ 8.38     |
| Tier 4 (31-40)                                   | \$ 18.88 | Tier 3 (more than 30)                     | \$ 12.59    |
| Tier 5 (more than 40)                            | \$ 28.32 |                                           |             |

## TOWN OF EAGLE FEE SCHEDULE

| UTILITY FEES   |                                                                                   |          |                    |
|----------------|-----------------------------------------------------------------------------------|----------|--------------------|
| FEE TYPE       | FEE TITLE                                                                         | 2018 FEE | 2019 FEE - ADOPTED |
|                | <b>Rate Class Monthly Base Fee Usage Block (gal)</b>                              |          |                    |
|                | <b>Charge per 1,000 gal</b>                                                       |          |                    |
| WATER FUND FEE | <b>Residential without accessory dwelling unit</b>                                | \$ 35.29 | \$ 35.29           |
| WATER FUND FEE | 0-6,000                                                                           | \$ 1.50  | \$ 3.00            |
| WATER FUND FEE | 6,001-17,000                                                                      | \$ 6.62  | \$ 6.62            |
| WATER FUND FEE | 17,001-28,000                                                                     | \$ 9.92  | \$ 9.92            |
| WATER FUND FEE | 28,000 +                                                                          | \$ 14.88 | \$ 14.88           |
|                | <b>Residential with accessory dwelling unit base fee</b>                          | \$ 44.27 | \$ 44.27           |
| WATER FUND FEE | 0-8,000                                                                           | \$ 1.50  | \$ 3.00            |
| WATER FUND FEE | 8,001-17,000                                                                      | \$ 6.62  | \$ 6.62            |
| WATER FUND FEE | 17,001-28,000                                                                     | \$ 9.92  | \$ 9.92            |
| WATER FUND FEE | 28,000 +                                                                          | \$ 14.88 | \$ 14.88           |
|                | <b>Non-Residential Commercial &amp; Mixed Use Base Fee (per unit)</b>             | \$ 35.29 | \$ 35.29           |
| WATER FUND FEE | 0-6,000                                                                           | \$ 1.50  | \$ 3.00            |
| WATER FUND FEE | 6,000 +                                                                           | \$ 6.62  | \$ 6.62            |
|                | <b>Non-Residential Government, Schools &amp; Churches base fee (per unit)</b>     | \$ 35.29 | \$ 35.29           |
| WATER FUND FEE | 0-6,000                                                                           | \$ 1.50  | \$ 3.00            |
| WATER FUND FEE | 6,000 +                                                                           | \$ 6.62  | \$ 6.62            |
|                | <b>Residential/ Non- Residential Compound Meter High Side base fee (per unit)</b> | \$ -     | \$ -               |
| WATER FUND FEE | All Usage                                                                         | \$ 6.62  | \$ 6.62            |
|                | <b>Out of Town Residential without accessory dwelling unit base fee</b>           | \$ 52.94 | \$ 52.94           |
| WATER FUND FEE | 0-6,000                                                                           | \$ 2.25  | \$ 4.50            |
| WATER FUND FEE | 6,001-17,000                                                                      | \$ 9.89  | \$ 9.89            |
| WATER FUND FEE | 17,001-28,000                                                                     | \$ 14.84 | \$ 14.84           |
| WATER FUND FEE | 28,000 +                                                                          | \$ 22.25 | \$ 22.25           |
|                | <b>Out of Town Residential with accessory dwelling unit base fee</b>              | \$ 66.45 | \$ 66.45           |

## TOWN OF EAGLE FEE SCHEDULE

| UTILITY FEES         |                                                                                        |          |                    |
|----------------------|----------------------------------------------------------------------------------------|----------|--------------------|
| FEE TYPE             | FEE TITLE                                                                              | 2018 FEE | 2019 FEE - ADOPTED |
| WATER FUND FEE       | 0-8,000                                                                                | \$ 2.25  | \$ 4.50            |
| WATER FUND FEE       | 8,001-17,000                                                                           | \$ 9.89  | \$ 9.89            |
| WATER FUND FEE       | 17,001-28,000                                                                          | \$ 14.84 | \$ 14.84           |
| WATER FUND FEE       | 28,000 +                                                                               | \$ 22.25 | \$ 22.25           |
| WATER FUND FEE       | <b>Out of Town Non-Residential Commercial &amp; Mixed Use base fee (per unit)</b>      | \$ 52.94 | \$ 52.94           |
| WATER FUND FEE       | 0-6,000                                                                                | \$ 2.25  | \$ 4.50            |
| WATER FUND FEE       | 6,000 +                                                                                | \$ 9.89  | \$ 9.89            |
| WATER FUND FEE       | <b>Non-Residential Government, Schools &amp; Churches base fee (per unit)</b>          | \$ 52.94 | \$ 52.94           |
| WATER FUND FEE       | 0-6,000                                                                                | \$ 2.25  | \$ 4.50            |
| WATER FUND FEE       | 6,000 +                                                                                | \$ 9.89  | \$ 9.89            |
| WATER FUND FEE       | <b>Residential/ Non- Residential Compound Meter High Side base fee(per unit)</b>       | \$ -     | \$ -               |
| WATER FUND FEE       | All Usage                                                                              | \$ 9.89  | \$ 9.89            |
| WATER FUND FEE       | <b>Surcharge Residential (per unit)</b>                                                |          |                    |
| WATER FUND FEE       | Low Usage - (0 - 4,000 gallons)                                                        | \$ 8.15  | \$ 8.15            |
| WATER FUND FEE       | Average Usage - (4,000 - 14,000)                                                       | \$ 12.50 | \$ 12.50           |
| WATER FUND FEE       | High Usage - (14,000 + )                                                               | \$ 17.00 | \$ 17.00           |
| WATER FUND FEE       | <b>Surcharge Non-Residential (per unit)</b>                                            |          |                    |
| WATER FUND FEE       | Low Usage - (0 - 4,000 gallons)                                                        | \$ 8.15  | \$ 8.15            |
| WATER FUND FEE       | Average Usage - (4,000 - 46,000)                                                       | \$ 12.50 | \$ 12.50           |
| WATER FUND FEE       | High Usage - (46,000 + )                                                               | \$ 17.00 | \$ 17.00           |
| WATER FUND FEE       | Utility Payment Late Fee                                                               | \$ 5.00  | \$ 5.00            |
| WASTE WATER FUND FEE | Residential/Commercial/Mixed Use/Government/Schools - Monthly Sewer Service (per unit) | \$ 56.02 | \$ 58.82           |
| REFUSE FEE           | Residential monthly charges rubbish removal and recycling base fee                     | \$ 24.81 | \$ 25.60           |
| REFUSE FEE           | Additional can fee per month                                                           | \$ 20.89 | \$ 20.89           |
| REFUSE FEE           | Extra Trash Charges: Furniture - couch, sofa, twin or single box springs/mattresses    | \$ 15.00 | \$ 15.00           |

## TOWN OF EAGLE FEE SCHEDULE

| UTILITY FEES |                                                                                              |          |                    |
|--------------|----------------------------------------------------------------------------------------------|----------|--------------------|
| FEE TYPE     | FEE TITLE                                                                                    | 2018 FEE | 2019 FEE - ADOPTED |
| REFUSE FEE   | Extra Trash Charges: Furniture - per king/queen mattress or box springs                      | \$ 20.00 | \$ 20.00           |
| REFUSE FEE   | Extra Trash Charges: Appliances - stove, oven, washing machine, dishwasher, dryer, microwave | \$ 15.00 | \$ 15.00           |
| REFUSE FEE   | Extra Trash Charges: Appliances - hot water heater, cast iron tub, refrigerator              | \$ 30.00 | \$ 30.00           |
| REFUSE FEE   | Extra Trash Charges: Carpet: per cubic yard                                                  | \$ 18.00 | \$ 18.00           |
| REFUSE FEE   | Extra Trash Charges: Construction Materials - per cubic yard                                 | \$ 18.00 | \$ 18.00           |
| REFUSE FEE   | Extra Trash Charges: Tires (each)                                                            | \$ 7.00  | \$ 7.00            |
| REFUSE FEE   | Trash Can - New                                                                              | \$ 90.00 | \$ 90.00           |
| REFUSE FEE   | Trash Can - Used                                                                             | \$ 50.00 | \$ 50.00           |
| REFUSE FEE   | Recycle Container                                                                            | \$ 20.00 | \$ 20.00           |
| REFUSE FEE   | Yardwaste Fee                                                                                | \$ 2.00  | \$ 2.00            |
| REFUSE FEE   | Administrative Fee for Refuse Billing                                                        | \$ 1.00  | \$ 1.00            |





To: Mayor and Town Board of Trustees

From: Bill Shrum, Assistant to the Town Manager

Date: March 26, 2019

Agenda Item: Ordinance 10-2019 Public Safety Impact Fee

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**REQUEST:**

Staff is requesting that the Board of Trustees approve Ordinance 4.07.170 and 4.13.250 establishing a Public Safety Impact Fee.

**BACKGROUND:**

The growth within the Town of Eagle in the last 10 years brings economic vitality to the Town, but also increases the burden and costs for public services. Impact fees assessed at the time of development allow for the Town to recover payment for capital expenses of public service to maintain a baseline of service quality with the proposed growth of a development. The public safety impact fee would allow for growth-related costs incurred by the Town to be paid at the time of development. Last year, at the direction of Town Manager Reitter and Chief Staufer, a study was conducted to ascertain what a baseline cost of service is for the Town of Eagle and propose calculations for an associated impact fee.

**ANALYSIS:**

In December 2018, BBC Research and Consulting published the final report analyzing the baseline cost of service for Public Safety in the Town of Eagle utilizing a standard impact fee calculation for modeling scenarios for an appropriate Public Safety Impact Fee should the Town of Eagle choose to adopt one. This study followed statutes and legal requirements as defined by the State of Colorado and U.S. Supreme Court Decisions regarding the calculation and implementation of impact fees. Impact fees must be used for specific growth-related costs for capital expenses, which include:

- Repair and replacement of facilities
- Betterment and/or expansion of facilities
- Capital Buy-in of assets with a useful life of five years or more, per CRS 29-20-104.5
- Costs for studies related to distinction or updating impact fee calculations

The study recommends assessing Public Safety Impact Fees at the time of issuance of a building permit. To have the Impact Fee take effect 30 days after adoption, there will need to be a concurrent adoption of the recommended calculations for the impact fee which will be presented to the Board of Trustees on April 9<sup>th</sup>. The calculation presented is from the BBC study from December 2018.

#### BUDGET / STAFF IMPACT:

There will be a net increase to the Town budget with the adoption of this ordinance. New development would pay only their equitable pro rata share of new infrastructure while the Town's capital and operating funds will be reserved for fiscally appropriate, non-growth related uses.

#### PROS:

- Additional income to Town for growth-related costs currently paid through regular sources
- Development will only pay the related pro rata share of new infrastructure
- Payment at building permit phase allows for proper asset procurement and training

#### CONS:

- An additional impact fee will be an added financial burden to development in Town
- The impact fee will be applicable to some development projects currently under review that did not have these fees calculated at the time of development submission

#### STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Implementing the Public Safety Impact Fee advances several Business Values within the Town's Strategic Plan. Sound planning and appropriate investment assesses costs in relationship with the expense and do so in a way that is sustainable and compliments other budget expenses. Relating impact fees to the burden of growth-related expenses also strikes a balance between the value created for the community and the burden placed on developers. The Public Safety Impact fee will further allow the Town of Eagle to protect public health and safety with proper capital investment and resources.

#### RECOMMENDED ACTION OR PROPOSED MOTION:

Recommended action is for the Board of Trustees to review Ordinance 10-2019 updating section 4.07.170 and 4.13.250 of the Municipal Code creating the Public Safety Impact Fee and BBC Report.

#### ATTACHMENTS:

- Town of Eagle Ordinance 4.07.170 and 4.13.250 – Public Safety Impact Fee
- Eagle Police Department Impact Fee Study by BBC Research, December 2018
- Memo from Police Chief Staufer regarding baseline staffing determination
- Memo from Police Chief Staufer detailing the process behind the BBC Research Study

**Section 4.07.170. – Public Safety impact fee.**

Every approved development shall require the payment of a public safety impact fee pursuant to Section 4.13.250.

- **Section 4.13.250. – Public Safety impact fee.**

A.

*Purpose.* It is the purpose of this section to:

1.

Adopt a rational system for identifying and mitigating growth-related costs incurred by the Eagle Police Department and provide for new and expanded public safety services and facilities made necessary by expanded population and economic activity levels. The Town desires to adopt a fee structure to ensure that the Eagle Police Department's facilities and equipment needed to support new development meet or exceed the adopted level of service (LOS) standards established by the Town for public safety services.

2.

Ensure that the fees established by this section are based upon, and do not exceed, the cost of providing additional capital improvements necessitated by new land developments for which the fees are levied.

3.

Implement the methodology and analysis for the determination of the impact of new development on the need for, and cost of, additional capital improvements as contained in Eagle Police Department's Study of Fiscal Impact, dated December 2018.

4.

Regulate the use and development of land so as to ensure that new developments bear a roughly proportionate share of the cost of capital expenditures necessary to provide adequate public safety and protection by the Eagle Police Department with the Town.

5.

Ensure that the system of fees implemented herein will be linked to an implemented capital improvements program designed to provide the facilities and equipment for which the fees are imposed.

B.

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

*Capital improvement* includes police protection planning, preliminary architectural and engineering services, architectural and engineering design studies, land surveys, land acquisition, site improvements and off-site improvements associated with new or expanded facilities; the construction of buildings and facilities; and the purchase of public safety and police apparatus and equipment, including communications equipment, with an average useable life of at least three years, necessary to adequately protect and defend new development and its inhabitants, while maintaining the Eagle Police Department's current insurance services organization (I.S.O.) rating. "Capital improvement" does not include periodic or routine maintenance of facilities and equipment, personnel costs or operational expenses.

*Developer* means a person commencing a land development activity requiring the availability of additional public safety services and which requires the approval of a subdivision final plat, except lot line adjustments pursuant to [Chapter 4.12](#); approval of a planned unit development pursuant to [Chapter 4.11](#); approval of a development permit pursuant to [Chapter 4.06](#); or issuance of a special use permit pursuant to [Section 4.05.010](#).

*Development approval* means the approval of any final subdivision plat, except lot lines adjustments; a planned unit development; a development permit; or a special use following the effective date of the ordinance from which this section is derived.

*Land development activity requiring additional public safety services* means any change in land use or any construction of buildings or structures, or any change in the use of a structure that could require the rendering of additional public safety services over and above the previous use. When a change of use, redevelopment or modification of an existing use requires development approval, the impact fee shall be based upon the net increase in the impact fee for the new use as compared to the previous use.

*Police Capital Infrastructure.* A conservative method of establishing the Eagle Police Department's current level of service for police protection and public safety is to quantify its financial investment in infrastructure and capital equipment. Specifically, the Eagle Police Department has five types of capital infrastructure related spending that should be included in a calculation of current infrastructure investment:

Land and police department building, calculated as a proportion of the capital cost of the Town of Eagle Town Hall building and land, or any other structure used to facilitate operations of the department;

Major apparatus such as specialized vehicles;

A variety of life-saving and public safety apparatus located at the police department or on pieces of equipment;

Business personal property such as police department and office furniture, computers and related durable assets; and

Any additional costs realized for impact fee studies.

*Police Public Safety.* A body of officers representing the civil authority of government, generally responsible for maintaining public order and safety, enforcing the law, conducting neighborhood patrols, provide for traffic calming and preventing, detecting, and investigating criminal activities. Police are often also entrusted with various licensing and regulatory activities. Police have evolved into specialized units to provide response and support services to include, but not limited to, medical emergencies, disasters, threats of violence, narcotics, human trafficking, child welfare and death investigations. Public Safety under the police authority normally embraces an approach to crime fighting through community service and problem-solving, requiring a holistic approach to community service, by considering the problems that plague a community and working with the people within that community to solve them.

*Public Safety.* Government agencies having a broad portfolio of responsibilities, which may include police services, fire services, rescue, emergency medical care, hazardous materials, child welfare, adult protective services, code enforcement, animal regulations, wildlife protection, etc.

C.

*Imposition of public safety impact fee.* Any person who, after the effective date of the ordinance from which this section is derived, seeks to develop land within the Town by obtaining approval of a planned unit development pursuant to [Chapter 4.11](#); a subdivision final plat pursuant to [Chapter 4.12](#), except lot line adjustments; a development permit pursuant to [Chapter 4.06](#); or a special use permit pursuant to [Section 4.05.010](#) after the effective date of the ordinance from which this section is derived, constituting land development activity requiring the availability of additional public safety services is required to pay a public safety impact fee in the manner and amount set forth in this section.

D.

*Computation of the amount of public safety impact fee.*

1.

At the option of the developer, the amount of the public safety impact fee may be determined in accordance with the fee schedule established by resolution of the Board of Trustees, as it may be amended from time to time.

a.

The public safety impact fee uses the Eagle Police Department's current service standards and infrastructure replication costs to determine appropriate household and commercial fees. Eagle's existing land use pattern is used as a reasonable proxy for the assignment of costs to particular types of development. The percentage of land use as used to calculate the public safety impact fee may be updated as a part of the yearly fee schedule as approved by the Board of Trustees. Full cost-recovery impact fees for the Eagle Police Department include a total per single family residential dwelling units and an amount per square foot for other developed uses. Fees for commercial and non-residential uses are calculated by dividing the total square footage by 1,000 and multiplying by the amount listed in said fee schedule. Example: Retail store of 3,600 square feet divided by 1,000 = 3.6 x \$475.00 = \$1,710.00 public safety impact fee owed.

b.

If the approval requested is for mixed uses, then the fee shall be determined through using the applicable schedule by apportioning the space committed to uses specified on the schedule.

c.

For applications for an amendment or change to an approval previously obtained, but not constructed, the amount of the fee is the difference between the fee now applicable and any amount previously paid pursuant to this section.

d.

In the case of a change of use, redevelopment, expansion or modification of an existing use which requires a development approval, the public safety impact fee shall be based upon the net positive increase in the fee for the new use as compared to the previous use.

e.

In the event the amount of the fee cannot be calculated at the time of subdivision final plat approval because the subdivision contains non-residential development and the specific type of uses and the floor area for such uses are unknown, the Town may elect to defer computation and payment of the fee until approval of the



development permits within the subdivision, or the Town may require that an estimated fee be paid. If an estimated fee is paid, any underpayment shall be recovered at the time of development permit approval. In the event an overpayment is made, such overpayment shall be refunded, without interest, within 30 days following the date the public safety impact fee can be completely computed for the subdivision.

2.

If the developer elects not to have the public safety impact fee determined in accordance with Subsection (D)(1) of this section, the developer shall prepare and submit to the Town Planner a site-specific fiscal impact and fee calculation study for the land development activity for which approval is requested. The site-specific fiscal impact and fee calculation study shall follow the prescribed methodologies and formats established by the Town Planner following consultation with the Eagle Police Department. The fiscal impact study submitted shall show the basis upon which the site-specific fee calculation was made. The site-specific fiscal impact and fee calculation study shall be prepared and presented by professionals qualified in their respective fields. The Town Planner shall consider the documentation submitted by the developer but is not required to accept such documentation he reasonably deems to be inaccurate or not reliable, and may, in the alternative, require the developer to submit additional or different documentation for consideration. If an acceptable site-specific fiscal impact and fee calculation study is not presented, the developer shall pay the public safety impact fee based upon the schedule shown in Subsection (D)(1) of this section. Determinations made by the Town Planner pursuant to this subsection may be appealed to the Board of Trustees by filing a written request with the Town Manager within ten days of the Town Planner's determination. Following the submittal of such request, the Town Board shall hold a public hearing to determine the amount of the public safety impact fee which shall be paid prior to the approval of the proposed land development activity.

E.

*Time for payment fee.* A developer requesting subdivision approval shall pay the public safety impact fee required by this section prior to the recording of a final plat, except as otherwise provided in this section for nonresidential subdivisions. A developer requesting approval of a planned unit development shall pay the public safety impact fee prior to the approval of the development plan. A developer requesting issuance of a development permit or special use permit shall pay such fee prior to the issuance of the permit.

F.

*Use of funds.*

1.

All fees collected pursuant to this section shall be transferred to the Eagle Police Department within 60 days following payment to the Town. All funds collected pursuant to this section shall be accounted for in the manner required by C.R.S. § 29-1-801 et seq., and other applicable law.

2.

Funds collected from the payment of public safety impact fees shall be used for the purpose of land acquisition and capital improvements to, and the expansion of, public safety services. Public safety impact fee revenues shall be used exclusively for additional capital improvements or expansions of such improvements with and for the benefit of the

Eagle Police Department. Funds shall be expended in the order in which they are collected.

3.

No funds shall be used for periodic or routine maintenance, personnel costs or operational expenses.

4.

In the event that bonds or similar debt instruments are used for the advanced provision of capital improvements for which public safety impact fees may be expended, such fee revenue may be used to pay debt service on such bonds or similar debt instruments to the extent that the improvements provided are of the type described in Subsection (F)(2) of this section.

5.

The Town shall be entitled to retain up to one percent of the public safety impact fees it collects as an administrative fee to off-set the cost of administering this section.

G.

*Refund of fees paid.*

1.

If a development approval expires without commencement of construction or development, the developer shall be entitled to a refund, without interest, of the public safety impact fee paid as a condition for its issuance, except that the Town shall retain one percent of the fee to off-set a portion of its costs of collection and refunding. The developer must submit an application for such refund to the Town Manager within 30 days of the expiration of the development approval granted.

2.

Any funds not expended or encumbered by the end of the calendar quarter immediately following ten years from the date the public safety impact fee was paid by a developer shall, upon application of the then-current landowner, be returned to such landowner with interest at the legal rate, provided that the landowner submits an application for a refund to the Town Manager within 180 days of the expiration of such ten-year period; provided, however, the Eagle Police Department may, for good cause shown, request the Town to extend the ten-year period of time specified in this subsection. Such request shall be made at a public hearing held by the Board of Trustees. The Board, in its discretion, for good cause shown, may extend such period of time for an additional period as the Town Board deems reasonable and necessary.

H.

*Credit for improvements.* Upon approval by the Town Board, any developer obligated to pay a fee as set forth in this section shall receive a credit against the amounts due or to become due for public safety capital improvements installed, purchased and paid for by such developer when such public safety capital improvements are in addition to those required under this Title.

I.

*Exemption from payment of fee.* The Board of Trustees may, by resolution, grant an exemption from all or any part of the public safety impact fee required by this section upon a finding that such waiver is in the best interest of the public by encouraging activities that provide significant social,

economic or cultural benefits. Whenever a public safety impact fee is waived, the Town Board shall direct that the waived fee be paid by the Town's general fund or other appropriate fund to the Eagle Police Department.

J.

*Unpaid public safety impact fee-lien.* All public safety impact fees shall constitute a lien upon each lot or parcel of land within a development from the due date thereof, as set forth in this section, until paid. If such fee is not paid when due, in addition to any other means provided by law, the Town Clerk shall certify such delinquent fee to the Treasurer of the county and the fee shall be collected in the same manner as though it were part of the taxes. The Town reserves the right to withhold or revoke any permits, certificates or other approvals granted to any developer who is delinquent in the payment of public safety impact fees.

K.

*Adjustment and review of fee.* The fee imposed by this section and monies expended by the Eagle Police Department for capital improvements shall be reviewed and adjusted as follows:

1.

The public safety impact fee established in this section shall be adjusted annually for inflation effective January 15 of each year. The adjustment shall be based upon the percentage change in the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, all items, all urban consumers, or its successor index.

2.

The Town Manager shall, annually, in conjunction with the presentation of the Town's proposed budget, recommend any further adjustments to the fee imposed by this section, following consultation with the Eagle Police Department.

(Ord. No. 2017-3, § 2, 2-14-2017)



# **Eagle Police Department Impact Fee Study**

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**FINAL REPORT**

**Final Report**

December 31st, 2018

# **Eagle Police Department Impact Fee Study**

**Prepared for:**

Eagle Police Department  
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# **SECTION I.**

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## **Impact Fee Design Considerations**

# SECTION I.

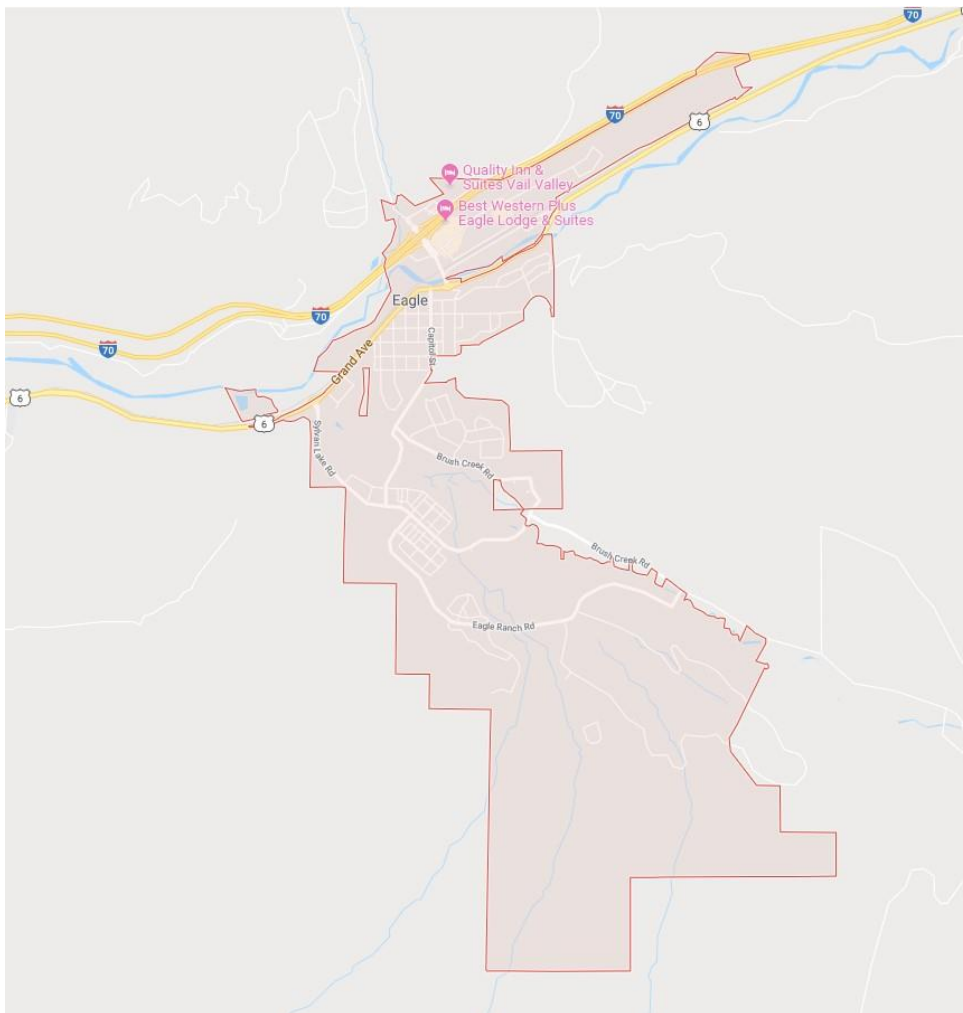
## Impact Fee Design Considerations

This report presents the analysis underlying calculation of proportional development impact fees for the Eagle Police Department. This section describes fee design requirements and various implementation considerations.

### Background and Objectives

The Eagle Police Department provides police services in the Town of Eagle, as shown in Figure I-1. The Eagle Police Department services a population of over 6,500 in a total area of 4.61 square miles and responds to roughly 10,000 calls per year.

**Figure I-1.**  
**Eagle Police Department Service Area**



Source: Eagle PD.

The Eagle Police Department contracted BBC Research & Consulting to calculate proportional and defensible fees, which when implemented will provide assurance to the community that new growth is paying its own way and contributing to the fiscal health of Eagle. This report documents BBC's analysis and recommendations for designing and implementing an impact fee system that would recover the proportional capital costs associated with all forms of new development.

## Impact Fee Design Requirements

There is no universally accepted definition of impact fees, but most studies emphasize the fee's one time use; application to new development; design requirements for proportionality; and restricted use for infrastructure expansion purposes only:

*"Fees collected through a set schedule or formula, spelled out in a local ordinance....fees are levied only against new development projects as a condition of permit approval to fund infrastructure needed to serve the proposed development. Impact fees are calculated to cover the proportionate share of the capital costs for that infrastructure..."<sup>1</sup>*

The key requirements of impact fee design are set by Colorado Statute and a series of United States Supreme Court rulings.

**Colorado requirements.** Colorado statutes enable the use of impact fees and dictate the following fee requirements:

- Impact fees are a one-time payment levied on new development;
- Funds can only be used for growth-related capital infrastructure projects;
  - Applicable infrastructure must have at least a five year life;
  - No funds can be diverted for operations, maintenance, repair or facility replacement purposes;
- Fee revenues must be segregated from other general revenues and used for the purposes for which they were collected;
- Fees must be imposed on all forms of development and cannot be limited to one type of land use;
- Impact fee revenues must be used for capital infrastructure expansion. No funds can be used for correction of existing system deficiencies; and
- There must be a reasonable expectation of benefit by the fee payer.

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<sup>1</sup>Juergensmeyer, Julian C., and Thomas E. Roberts. Land Use Planning and Development Regulatory Law. St. Paul, MN: WestGroup, 2003; and ImpactFees.com, Duncan Associates, 20 February 2008.

**U.S. Supreme Court decisions.** Impact fee design must also respect broad guidance offered by a series of United States Supreme Court rulings. The two most notable court decisions that speak to impact fee design and constraints on fee use are often referred to as *Nollan*<sup>2</sup> and *Dolan*<sup>3</sup>.

Guidance from these decisions requires that there be an "essential nexus" between the exaction/fee and the state interest being advanced by that exaction. In the more recent *Dolan v. City of Tigard* (1994) decision, the U.S. Supreme Court held that in addition to an essential nexus, there must be a "rough proportionality" between the proposed exactions and the project impacts that the exactions are intended to mitigate. In *Dolan*, the court further states that rough proportionality need not be derived with mathematical exactitude but must demonstrate some relationship to the specific impact of the subject project:

*"We think a term such as 'rough proportionality' best encapsulates what we hold to be the requirements of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development."*

Over the past two decades since *Dolan*, many communities have imposed impact fees; thus, there now is a broad set of common practices when considering how best to reflect these judicial and statutory requirements in fee design efforts.

## Fee Applicability

As noted above, impact fee revenues can only be used to cover the expansion costs of public infrastructure needed to serve new development and fee amounts can only be set to recover the cost infrastructure expansion that is proportional to the needs of the new project.

**Public infrastructure.** *Public or capital infrastructure* is the physical component of public services, generally including buildings, facilities and related improvements, such as parking, lighting, ball fields or other support facilities. Capital infrastructure includes streets, parks, administrative facilities, specialized fire or police buildings, and developed recreation facilities. Under Colorado statute infrastructure can include all equipment that has at least a five-year lifetime. It does not include personnel or any element of service costs even in circumstances where new staff is required to operate the new facilities.

**Nature of infrastructure investments.** In considering fee requirements, it should be noted that not all capital infrastructure costs are associated with community growth or with the expansion of facility capacity. Most communities make frequent infrastructure investments regardless of growth pressures for repair and replacement of facilities. Communities considering impact fees must recognize three elements of infrastructure needs:

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<sup>2</sup> *Nollan v. California Coastal Commission*, 483 U.S. 82; 1987 and *Dolan v. City of Tigard* (1994) 114S.Ct. 2309.

<sup>3</sup> *Dolan v. City of Tigard* (1994) 114S.Ct. 2309

- **Repair and replacement of facilities.** The expense of maintaining current facilities, such as annual building maintenance, or replacing a roof.
- **Betterment of facilities.** Implementation of new services or improvement of existing facilities (e.g., adding better training equipment at a recreation center) without increasing service capacity.
- **Expansion of facilities.** e.g., expanding an existing city hall to accommodate growing personnel requirements occurring in association with community growth.

Impact fees can only cover those infrastructure costs associated with the expansion of facilities to serve the needs of new growth.

## Other Fee Design Considerations

Over time a reasonable consensus has emerged as to how best to assure fee compliance with state statute and federal court dictates. In order to develop fees, there are three basic components: definition of community standards; calculation of proportional attribution to new growth and attribution of infrastructure needs across all major land uses. These issues and their resolution for this analysis are discussed below.

**Setting community standards.** The first fee design issue involves determining appropriate capital standards for each category of infrastructure. Some states' enabling legislation describes capital standard criteria with specificity; for instance, Idaho requires that a city use an endorsed capital improvements schedule and then a process of attribution between growth related and other investments—Colorado does not have this same detailed guidance. Facility standards, such as library space per household or recreation facilities per household, can vary widely between communities; thus, it is not appropriate to use standards developed for other towns, or standards applied nationally.

**Calculation methodology.** There are two common methodologies employed in order to meet the standards described above, the current service standard (capital buy-in) and the capital improvement (plan-based):

- Typically, the buy-in fee design process involves documenting the replacement value of specific capital facilities and qualified equipment used for each category of infrastructure, and then defining that level of investment as the city's capital standard. For instance, a city of 2500 homes with a 20,000 square foot recreation center (capital replacement value of \$5.0 million) would have a recreation center standard of 8 square feet per housing unit ( $20,000 \text{ sq. ft.} / 2,500 \text{ homes} = 8 \text{ sq. ft. per home}$ ). At \$250/square foot (replacement value of equivalent space), each existing residence would have an embedded recreational investment of \$2,000 per home. This would be the community's present facility standard and this is what each new unit could be charged as a "buy-in" amount for a recreational impact fee.
- In the plan-based fee methodology, the cost of new infrastructure is allocated to new growth in proportion to that growth's anticipated demand of the infrastructure. This forward looking approach requires forecasts of households and commercial growth and

detailed data on capital expansion plans. For infrastructure to be eligible for inclusion in the impact fee calculation, it must meet the requirement that only items with a useful life of five years or more are designated a fee-eligible capital asset, per CRS 29-20-104.5.<sup>4</sup> Any improvements used to address current service deficiencies or increase the level of service cannot be included in the fee calculation—in other words, the fee calculations must take into account the current level of service and exclude any elements of the plan that would result in a higher level of service.

BBC used the capital buy-in approach to calculate the impact fees presented in this report. This decision was mutually agreed upon by BBC and the Eagle Police Department as it provides the most accurate and robust fee calculation methodology given all available information.

**Adjustments for debt.** Since facility standards are defined by a community's demonstrated investment in infrastructure, calculations of community standards must recognize, and net out, any applicable debt. Debt service will be paid by all future residents—new and old; it's not appropriate to charge new development a front end impact fee and then charge the same development again, after becoming residents or property owners, requiring them to also pay the remaining equity and interest costs. All capital infrastructure amounts used in the fee calculations are free of any debt financed components.

**Fee design cost-recovery.** The cost of this study can be recovered through fees and used to reimburse the general fund. Fee design costs have been included in the Department's infrastructure valuation.

**Proportionality.** As part of the fee design process it is necessary to ensure that fees only cover the proportional expansion costs caused by new development. The state statutes and aforementioned court decisions require a demonstration of proportionality. In this instance, by using existing infrastructure and service population, then requiring new development to pay fees at an amount scaled by the current level of service, proportionality is reasonably and fairly derived.

**Allocation by land use.** The courts have indicated that all forms of development that have facility impacts (residential, industrial and commercial) must pay their fair share of expansion costs. If one land use is exempted from fees all other land uses have no reasonable expectation of seeing facility expansion completed. Quantification of current residential, commercial, industrial and related non-residential land uses is obtained from the county assessor's data.

**Use specificity.** Impact fee systems vary in how precisely they differentiate between varying forms and size of residential development and varying uses of commercial buildings. Detailed non-residential use or other specificity is merited when there is there is compelling evidence that use or size variations reflect substantive difference in the demand for public services. The proposed fee structure for the Eagle Police Department incorporates a three-tiered structure

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<sup>4</sup> Impact Fee Enabling Statute: *CRS 29-20-104.5. Local Government Regulation of Land Use.*



that differentiates between single family residential units, multifamily residential units, and non-residential square footage.

**Redevelopment/credits.** Application of impact fees raises a series of questions about how to approve redevelopment of existing properties and the circumstances under which fees can be waived or adjusted. The redevelopment of a residence, even a complete demolition and home reconstruction, does not mean an increase in public service costs—it is still one residential unit with little or no implications for service delivery costs or capital needs. Redevelopment of larger lots with multiple homes would be assessed a fee based on the number of net new residences. Similarly, non-residential redevelopment will only be charged on the basis of net new space.

**Waivers.** The Department should not waive impact fees unless the fund is reimbursed from other sources such as the general fund or the developer/owner is making other contributions to system expansion by other mechanisms that meet or exceed the calculated requirements.

**Timing.** Generally impact fees are collected either at the time of building permit or at the issuance of a certificate of occupancy. BBC recommends the Department collect impact fees at the time of building permit, which allows the Department more time to extend service.

**Updating.** Fees should be updated periodically; most communities update fees every five years. Inflationary adjustments are recommended on an annual basis.

## **SECTION II.**

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### **Impact Fee Calculations**

## **SECTION II.**

# **Impact Fee Calculations**

This section documents the derivation of impact fees for the Eagle Police Department.

### **Eagle Police Department Budget Overview**

Property tax revenues for the Town of Eagle's general operating expenses collected through a 2.423 property tax mill. The 2018 Eagle Police Department Budget indicates the Department will collect revenues of approximately \$129,000 this year from fines and forfeitures, which is approximately 2% of the total General Fund of \$4.2 million.

The Eagle Police Department funds capital purchases through a capital improvement fund. As discussed in Section I pages 3 and 4, capital investments, in general, are used for repair and replacement; betterment of facilities and service standards; and expansion of facilities. Additional property tax and specific ownership tax revenue that funds the Department's operating budget will continue to be dedicated to ongoing Department expenses and will not likely be sufficient to fund the required level of growth-related capital expansion.

If the Eagle Police Department chooses to institute impact fees of the type calculated later in this analysis, it would retain an independent and equitable source of revenue for capital expenditures required to serve new growth. With impact fees, new development pays only their equitable pro rata share of new infrastructure required to serve them while existing taxpayers will not subsidize growth. At the same time, the Department's capital and operating funds will be reserved for fiscally appropriate, non-growth related uses.

## Impact Fee Calculations

BBC's methodology for the Eagle Police Department impact fee includes the following tasks:

1. Quantify the public safety infrastructure standards and investments needed to maintain the current level of service;
2. Develop estimates of the service area's current land use pattern; and
3. Calculate the public safety infrastructure costs per unit of development (per household, or per square foot of commercial development).

**Police infrastructure.** A conservative method of establishing the Department's current level of service for police protection is to quantify its financial investment in infrastructure and capital equipment. Specifically, the Eagle PD has five types of capital infrastructure related spending that should be included in a calculation of current infrastructure investment:

- Land and police department building, calculated as a proportion of the capital cost of the Town of Eagle Town Hall building and land;
- Major apparatus such as specialized vehicles;
- A variety of life-saving and public safety apparatus located at the police department or on pieces of equipment;
- Business personal property such as police department and office furniture, computers and related durable assets; and
- The cost of this impact fee study.

For all Department assets, equity is 100 percent of the replacement value—that is, the Department has no outstanding debt on their assets. The total replacement value of the Department's current infrastructure is approximately \$2.2 million. Figure II-1 on the following page presents the Department's current infrastructure and the value eligible to include in the impact fee calculation.

**Figure II-1.  
Eagle Police  
Department's  
Current  
Assets**

Notes:

(1) Reflects the Department's equity in each piece of capital infrastructure net of any outstanding debt service obligation.

(2) Equity \* replacement value = allocated replacement value.

Source:

Eagle Police Department and BBC Research & Consulting.

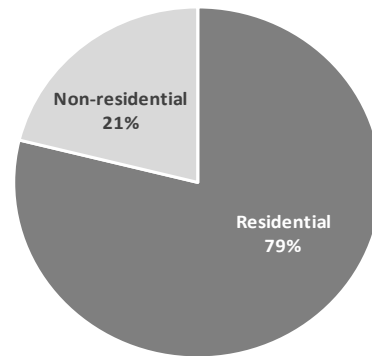
| Type of Capital Infrastructure                                                                                           | Total Replacement Value | Portion to Include in Impact Fees <sup>(1)</sup> | Allocated Replacement Value <sup>(2)</sup> |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------------------------------|--------------------------------------------|
| <b>Buildings and Land</b>                                                                                                |                         |                                                  |                                            |
| Police Station                                                                                                           | \$1,277,818.16          | 100%                                             | \$1,277,818                                |
| Police Station Land                                                                                                      | \$75,600.00             | 100%                                             | \$75,600                                   |
| Storage Facility                                                                                                         | \$31,157                | 100%                                             | \$31,157                                   |
| <b>Vehicles</b>                                                                                                          |                         |                                                  |                                            |
| 2008 Radar Trailer                                                                                                       | \$6,500                 | 100%                                             | \$6,500                                    |
| 2014 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2014 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2015 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2015 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2016 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2016 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2010 Jeep Wrangler                                                                                                       | \$29,990                | 100%                                             | \$29,990                                   |
| 2015 Ford Fusion Hybrid                                                                                                  | \$26,677                | 100%                                             | \$26,677                                   |
| 2017 SUV                                                                                                                 | \$50,500                | 100%                                             | \$50,500                                   |
| 2017 SUV                                                                                                                 | \$50,500                | 100%                                             | \$50,500                                   |
| 2017 SUV                                                                                                                 | \$50,500                | 100%                                             | \$50,500                                   |
| 2018 QuietKat                                                                                                            | \$4,135                 | 100%                                             | \$4,135                                    |
| 2019 SUV                                                                                                                 | \$52,000                | 100%                                             | \$52,000                                   |
| <b>Public Safety Equipment and Business Property</b>                                                                     |                         |                                                  |                                            |
| Firearms Equipment, Ammunition, Less Lethal guns, Taser Equipment, Body Armor, BWC program, Shields and Supplies         | \$77,115                | 100%                                             | \$77,115                                   |
| E-tickets, MDTs, radar, Lidar, PBTS, vehicle equipment, vehicle upfitting equipment & in-house vehicle replacement parts | \$85,000                | 100%                                             | \$85,000                                   |
| Office Furniture/Equipment, PD kitchen and Computer/Server                                                               | \$33,900                | 100%                                             | \$33,900                                   |
| Miscellaneous equipment, printers, office supplies, surveillance hardware                                                | \$22,500                | 100%                                             | \$22,500                                   |
| <b>Fee Study</b>                                                                                                         |                         |                                                  |                                            |
| Cost of study                                                                                                            | \$8,000                 | 100%                                             | \$8,000                                    |
| <b>Total Value of Public Safety Infrastructure for Fee Calculation</b>                                                   |                         |                                                  | <b>\$2,184,982</b>                         |

**Current land use.** This report utilizes the current distribution of development in the service area as a basis for allocating certain infrastructure expansion costs over different types of land uses. It is consistent with the Colorado Municipal League's recommendation that cost allocation be based on a measure of land use.

The distribution of residential and non-residential building square footage is set forth in Figure II-2, based on data from the Eagle County Assessor. The service area is 79 percent residential development and 21 percent non-residential development.

**Figure II-2.  
Distribution of Residential and  
Non-Residential Square Footage,  
2018**

Source:  
Eagle County Assessor and BBC Research &  
Consulting.



**Impact fee calculation.** Figure II-3 uses the Department’s current service standards and infrastructure replication costs to determine appropriate household and commercial fees. Eagle’s existing land use pattern is used as a reasonable proxy for the assignment of costs to particular types of development.

Full cost-recovery impact fees for the Eagle Police Department total \$698 per single family residential dwelling unit, \$0.31 per square foot of commercial developments, and \$0.31 per other non-residential square foot. The Department can choose to charge less than this amount but discounts must be uniformly applied to all land use categories.

**Figure II-3.  
Full Cost Recovery Impact Fees for  
Eagle Police Department**

Source:  
BBC Research & Consulting, 2018.

| Calculation of Impact Fees                   |               |
|----------------------------------------------|---------------|
| <b>Value of Public Safety Infrastructure</b> | \$2,184,982   |
| <b>Current Land Use Distribution</b>         |               |
| Residential                                  | 78.9%         |
| Commercial                                   | 10.8%         |
| Other non-residential                        | 10.3%         |
| <b>Costs by Land Use Category</b>            |               |
| Residential                                  | \$1,723,664   |
| Commercial                                   | \$236,691     |
| Other non-residential                        | \$224,626     |
| <b>Existing Development</b>                  |               |
| Residential (in dwelling units)              | 2,470         |
| Commercial (in square feet)                  | 762,156       |
| Other non-residential (in square feet)       | 723,306       |
| <b>Impact Fee by Land Use</b>                |               |
| Residential (per dwelling unit)              | <b>\$698</b>  |
| Commercial (per square foot)                 | <b>\$0.31</b> |
| Other non-residential (per square foot)      | <b>\$0.31</b> |



## Summary and Recommendations

The fees listed in Figure II-3 should be considered maximum defensible amounts, although it is recognized that the Department may choose not to adopt fees as high as the maximum defensible amounts set forth in this analysis.

We also offer the following recommendations for your consideration:

- The Department should maintain the Impact Fee Fund separate and apart from the General Fund, withdrawn only to pay for growth-related infrastructure.
- The Department should adhere to a written policy governing its expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for operational expenses including the repair and replacement of existing infrastructure not necessitated by growth. In cases when new infrastructure is expected to partially replace existing capacity and to partially serve new growth, cost sharing between the General Fund (or Capital Fund) and Impact Fee Fund should be allowed on a pro rata basis as determined by the Department's board.
- The fees calculated in this study should be updated periodically as the Department invests in additional public safety infrastructure beyond what is listed in Figure II-1, and/or the service area's population or inventory of commercial square footage change significantly.
- Finally, the fees should be updated annually based on established inflation indices, such as the Consumer Price Index or the Engineering News Record.

## **SECTION III.**

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### **Addendum A**

## SECTION III.

### Addendum A

The Eagle Police Department has proposed to build a unified public safety building in partnership with the Greater Eagle Fire Protection District. The land for the public safety building will be dedicated to the FPD, but the building would house a police substation. The Eagle Police Department has requested a 1,200 square foot portion of this complex, plus an additional 300-400 square feet, to supplement the cost of a 700-800 square foot training room. The fire department has dedicated a \$20,000 line item in their 2019 budget to assess the feasibility of the proposal.

Construction on the new Eagle public safety complex is dependent on economic conditions and number of units completed in the neighborhood. However, the fire department would like to commence building in 2022, if conditions permit. If the Eagle Police Department is able to come to an agreement with the Greater Eagle Fire Protection District to build the public safety complex, with 1,200 dedicated square feet, plus the shared cost of the 700-800 square foot training room, the impact fee structure for the Eagle Police Department would increase. The Eagle Police Department would retain their current space in the Eagle Town Hall building upon the construction of the public safety complex, but would no longer require the storage facility.

Estimates for the change to the impact fee structure based on the construction of a new public safety complex are outlined below. The figures are based on the Department's initial discussions with the Fire District and on average costs to build, and are not refined figures. The proposed fee schedule keeps the replacement value of vehicles and equipment owned by the Eagle Police Department constant, and maintains the current land use patterns. It does not reflect the cost of additional capital equipment which the police department will be required to maintain to accommodate added staff as a result of growth and increased calls for service.

Pending the construction of the public safety complex, the total replacement value of the Department's infrastructure will be approximately 3.1 million, under the assumption that the Department's durable assets and the service area's land use patterns remain constant. For the service area's land use patterns to remain constant, this assumes no change in the number of commercial or residential units over the next two years. Figure III-1 presents the Department's potential future infrastructure and an estimate of the value eligible to include in the calculation of the new impact fee schedule.

**Figure III-1.  
Eagle Police  
Department's  
Projected  
Future Assets**

Notes:

(1) Reflects the Department's equity in each piece of capital infrastructure net of any outstanding debt service obligation.

(2) Equity \* replacement value = allocated replacement value.

Source:

Eagle Police Department and BBC Research & Consulting.

| Type of Capital Infrastructure                                                                                           | Total Replacement Value | Portion to Include in Impact Fees <sup>(1)</sup> | Allocated Replacement Value <sup>(2)</sup> |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------------------------------|--------------------------------------------|
| <b>Buildings and Land</b>                                                                                                |                         |                                                  |                                            |
| Police Station                                                                                                           | \$1,277,818.16          | 100%                                             | \$1,277,818                                |
| Police Station Land                                                                                                      | \$75,600.00             | 100%                                             | \$75,600                                   |
| Police Substation in Eagle Public Safety Building                                                                        | \$958,801               | 100%                                             | \$958,801                                  |
| <b>Vehicles</b>                                                                                                          |                         |                                                  |                                            |
| 2008 Radar Trailer                                                                                                       | \$6,500                 | 100%                                             | \$6,500                                    |
| 2014 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2014 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2015 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2015 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2016 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2016 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2010 Jeep Wrangler                                                                                                       | \$29,990                | 100%                                             | \$29,990                                   |
| 2015 Ford Fusion Hybrid                                                                                                  | \$26,677                | 100%                                             | \$26,677                                   |
| 2017 SUV                                                                                                                 | \$50,500                | 100%                                             | \$50,500                                   |
| 2017 SUV                                                                                                                 | \$50,500                | 100%                                             | \$50,500                                   |
| 2017 SUV                                                                                                                 | \$50,500                | 100%                                             | \$50,500                                   |
| 2018 QuietKat                                                                                                            | \$4,135                 | 100%                                             | \$4,135                                    |
| 2019 SUV                                                                                                                 | \$52,000                | 100%                                             | \$52,000                                   |
| <b>Public Safety Equipment and Business Property</b>                                                                     |                         |                                                  |                                            |
| Firearms Equipment, Ammunition, Less Lethal guns, Taser Equipment, Body Armor, BWC program, Shields and Supplies         | \$77,115                | 100%                                             | \$77,115                                   |
| E-tickets, MDTs, radar, Lidar, PBTS, vehicle equipment, vehicle upfitting equipment & in-house vehicle replacement parts | \$85,000                | 100%                                             | \$85,000                                   |
| Office Furniture/Equipment, PD kitchen and Computer/Server                                                               | \$33,900                | 100%                                             | \$33,900                                   |
| Miscellaneous equipment, printers, office supplies, surveillance hardware                                                | \$22,500                | 100%                                             | \$22,500                                   |
| <b>Fee Study</b>                                                                                                         |                         |                                                  |                                            |
| Cost of study                                                                                                            | \$8,000                 | 100%                                             | \$8,000                                    |
| <b>Total Value of Public Safety Infrastructure for Fee Calculation</b>                                                   |                         |                                                  | <b>\$3,112,626</b>                         |

**Impact fee calculation.** Figure III-2 uses the Department's current service standards and infrastructure replication costs to determine appropriate household and commercial fees. Eagle's existing land use pattern is used as a reasonable proxy for the assignment of costs to particular types of development.

With the addition of the new substation, full cost-recovery impact fees for the Eagle Police Department total \$994 per single family residential dwelling unit, \$0.44 per square foot of commercial developments, and \$0.44 per other non-residential square foot. The Department can choose to charge less than this amount but discounts must be uniformly applied to all land use categories.

**Figure III-2.  
Full Cost Recovery Impact  
Fees for Eagle Police  
Department**

Source: BBC Research and Consulting,  
2018.

| Calculation of Impact Fees                   |               |
|----------------------------------------------|---------------|
| <b>Value of Public Safety Infrastructure</b> | \$3,112,626   |
| <b>Current Land Use Distribution</b>         |               |
| Residential                                  | 78.9%         |
| Commercial                                   | 10.8%         |
| Other non-residential                        | 10.3%         |
| <b>Costs by Land Use Category</b>            |               |
| Residential                                  | \$2,455,454   |
| Commercial                                   | \$337,180     |
| Other non-residential                        | \$319,992     |
| <b>Existing Development</b>                  |               |
| Residential (in dwelling units)              | 2,470         |
| Commercial (in square feet)                  | 762,156       |
| Other non-residential (in square feet)       | 723,306       |
| <b>Impact Fee by Land Use</b>                |               |
| Residential (per dwelling unit)              | <b>\$994</b>  |
| Commercial (per square foot)                 | <b>\$0.44</b> |
| Other non-residential (per square foot)      | <b>\$0.44</b> |

## **SECTION IV.**

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### **Addendum B**



## SECTION IV.

### Addendum B

As stated in Addendum A, the Eagle Police Department has proposed to build a unified public safety building in partnership with the Greater Eagle Fire Protection District. The land for the public safety building will be dedicated to the FPD, but the building would house a police substation. However, contingent upon the amount of land donated for the complex, the Eagle Police Department may ultimately move the majority of their operations to the new public safety complex. If enough land is obtained, the Eagle Police Department will have a 4,860 square foot portion of this complex, plus an additional 300-400 square feet, to supplement the cost of a 700-800 square foot training room. In addition, the Eagle Police Department would install a sally port, to be utilized only by the police department. The fire department has dedicated a \$20,000 line item in their 2019 budget to assess the feasibility of the proposal.

Construction on the new Eagle public safety complex is dependent on economic conditions and number of units completed in the neighborhood. However, the fire department would like to commence building in 2022, if conditions permit. If the Eagle Police Department is able to come to an agreement with the Greater Eagle Fire Protection District to build the public safety complex, with 4,860 dedicated square feet, plus the shared cost of the 700-800 square foot training room, the impact fee structure for the Eagle Police Department would increase. The Eagle Police Department would retain only 80 square feet in the Eagle Town Hall building upon the construction of the public safety complex.

Estimates for the change to the impact fee structure based on the construction of a new public safety complex are outlined below. The figures are based on the Department's initial discussions with the Fire District and on average costs to build, and are not refined figures. The proposed fee schedule keeps the replacement value of vehicles and equipment owned by the Eagle Police Department constant, and maintains the current land use patterns. It does not reflect the cost of additional capital equipment which the police department will be required to maintain to accommodate added staff as a result of growth and increased calls for service.

Pending the construction of this larger public safety complex, the total replacement value of the Department's infrastructure will be approximately 4.1 million, under the assumption that the Department's durable assets and the service area's land use patterns remain constant. For the service area's land use patterns to remain constant, this assumes no change in the number of commercial or residential units over the next two years. Figure IV-1 presents the Department's potential future infrastructure and an estimate of the value eligible to include in the calculation of the new impact fee schedule.

**Figure IV-1.  
Eagle Police  
Department's  
Projected  
Future Assets**

**Notes:**

(1) Reflects the Department's equity in each piece of capital infrastructure net of any outstanding debt service obligation.

(2) Equity \* replacement value = allocated replacement value.

**Source:**

Eagle Police Department and BBC Research & Consulting.

| Type of Capital Infrastructure                                                                                           | Total Replacement Value | Portion to Include in Impact Fees <sup>(1)</sup> | Allocated Replacement Value <sup>(2)</sup> |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------------------------------|--------------------------------------------|
| <b>Buildings and Land</b>                                                                                                |                         |                                                  |                                            |
| Police Station - 8x10 Room at Town Hall                                                                                  | \$27,345                | 100%                                             | \$27,345                                   |
| Police Station Land - Town Hall                                                                                          | \$1,618                 | 100%                                             | \$1,618                                    |
| Police Station in Eagle Public Safety Building                                                                           | \$3,152,060             | 100%                                             | \$3,152,060                                |
| Sally Port - Public Safety Building                                                                                      | \$150,000               | 100%                                             | \$150,000                                  |
| <b>Vehicles</b>                                                                                                          |                         |                                                  |                                            |
| 2008 Radar Trailer                                                                                                       | \$6,500                 | 100%                                             | \$6,500                                    |
| 2014 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2014 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2015 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2015 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2016 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2016 Dodge Charger                                                                                                       | \$50,515                | 100%                                             | \$50,515                                   |
| 2010 Jeep Wrangler                                                                                                       | \$29,990                | 100%                                             | \$29,990                                   |
| 2015 Ford Fusion Hybrid                                                                                                  | \$26,677                | 100%                                             | \$26,677                                   |
| 2017 SUV                                                                                                                 | \$50,500                | 100%                                             | \$50,500                                   |
| 2017 SUV                                                                                                                 | \$50,500                | 100%                                             | \$50,500                                   |
| 2017 SUV                                                                                                                 | \$50,500                | 100%                                             | \$50,500                                   |
| 2018 QuietKat                                                                                                            | \$4,135                 | 100%                                             | \$4,135                                    |
| 2019 SUV                                                                                                                 | \$52,000                | 100%                                             | \$52,000                                   |
| <b>Public Safety Equipment and Business Property</b>                                                                     |                         |                                                  |                                            |
| Firearms Equipment, Ammunition, Less Lethal guns, Taser Equipment, Body Armor, BWC program, Shields and Supplies         | \$77,115                | 100%                                             | \$77,115                                   |
| E-tickets, MDTs, radar, Lidar, PBTS, vehicle equipment, vehicle upfitting equipment & in-house vehicle replacement parts | \$85,000                | 100%                                             | \$85,000                                   |
| Office Furniture/Equipment, PD kitchen and Computer/Server                                                               | \$33,900                | 100%                                             | \$33,900                                   |
| Miscellaneous equipment, printers, office supplies, surveillance hardware                                                | \$22,500                | 100%                                             | \$22,500                                   |
| <b>Fee Study</b>                                                                                                         |                         |                                                  |                                            |
| Cost of study                                                                                                            | \$8,000                 | 100%                                             | \$8,000                                    |
| <b>Total Value of Public Safety Infrastructure for Fee Calculation</b>                                                   |                         |                                                  | <b>\$4,131,430</b>                         |

**Impact fee calculation.** Figure IV-2 uses the Department's current service standards and infrastructure replication costs to determine appropriate household and commercial fees. Eagle's existing land use pattern is used as a reasonable proxy for the assignment of costs to particular types of development.

With the addition of the new substation, full cost-recovery impact fees for the Eagle Police Department total \$1,319 per single family residential dwelling unit, \$0.59 per square foot of commercial developments, and \$0.59 per other non-residential square foot. The Department can choose to charge less than this amount but discounts must be uniformly applied to all land use categories.

**Figure IV-2.  
Full Cost Recovery Impact  
Fees for Eagle Police  
Department**

Source: BBC Research and Consulting,  
2018.

| Calculation of Impact Fees                   |                    |
|----------------------------------------------|--------------------|
| <b>Value of Public Safety Infrastructure</b> | <b>\$4,131,430</b> |
| <b>Current Land Use Distribution</b>         |                    |
| Residential                                  | 78.9%              |
| Commercial                                   | 10.8%              |
| Other non-residential                        | 10.3%              |
| <b>Costs by Land Use Category</b>            |                    |
| Residential                                  | \$3,259,157        |
| Commercial                                   | \$447,543          |
| Other non-residential                        | \$424,730          |
| <b>Existing Development</b>                  |                    |
| Residential (in dwelling units)              | 2,470              |
| Commercial (in square feet)                  | 762,156            |
| Other non-residential (in square feet)       | 723,306            |
| <b>Impact Fee by Land Use</b>                |                    |
| Residential (per dwelling unit)              | <b>\$1,319</b>     |
| Commercial (per square foot)                 | <b>\$0.59</b>      |
| Other non-residential (per square foot)      | <b>\$0.59</b>      |

## **2019 Town of Eagle Public Safety Staffing - Summary Overview of Current Staffing and Financial Impacts of New Annexation & Development**

The Town of Eagle employs a patrol-based police department: the duty police officer responds to all calls for service. The Chief of Police was also authorized to establish one specialized patrol unit as a school resource officer (SRO). The chief also blended active community policing and public engagement principles into the patrol-based methodology for the Town of Eagle.

As noted by True to Course, LLC (a third-party consultant contracted by the Town of Eagle to assess the Town of Eagle Police Department in 2014), patrol functions are the cornerstone of all services, which must be properly staffed to meet the demand for all calls for service. These demands include, but are not limited to, 911 responses, dispatched service calls (resulting in arrests, reports, evidence processing, video/audio downloads, etc.), events, officer-initiated activities, directed activities and crime-prevention activities. The patrol function must occur in the context of officer safety.

The core purpose of patrol is to be available to respond effectively and safely to emergencies, urgent calls, and other priorities in an effective manner, thus maintaining order, enforcing the law, arresting criminals, protecting life and property, in addition to deterrence activities. As supported by True to Course, LLC, the probability and possibility of multiple incidents and/or critical incidents requiring at least two officers increase when additional citizens or guests are in Eagle. It is not uncommon for a summer weekend to be filled with functions at different parks in town or to have increased crowds at gathering spots (i.e. bars) which inherently increases the potential for conflict or other issues to occur, resulting in the need for police service.

As the Town of Eagle completes staffing assessments for several service sectors, Police Public Safety continues to further proper staffing levels in balance with calls for service and population. This balance is further evaluated with variables to include officer safety, community needs, seasonal activities, events, community policing and procedures or policies governing response.

Proper staffing coincides with our Town of Eagle Strategic Plan. Specifically, the Town of Eagle must engage in planning and provide essential services designed to sustain a vibrant community, while furthering opportunities and initiative to improve upon essential services, such as public safety.

The projected growth for Eagle County is approximately 3.55% this year. The Town of Eagle continues to embrace growth, as noted by the number of residential building permits, additional commercial projects, new river park amenities and adding (and expanding to) our community events. The Town will also incur additional growth from pre-approved projects such as Haymeadow and other subdivisions.

The Eagle County School District has embraced growth with the addition of new space at the Eagle Valley Middle School, as well as a new Eagle Valley Elementary School campus with additional student programs, a new preschool and daycare center. This has required our School Resource Officer to designate additional time at the schools, per the SRO job description, in lieu of covering patrol shift work.

The additional growth in our community, via proposed annexations and development, will require the Town to increase police staff (in an already understaffed department) to meet minimum standards and

the inherent increased demands in police services as a result of such growth. Most importantly, proposed growth has and will continue to provide for the need to increase minimum staffing levels on designated patrol shifts for both officer safety and community safety.

Continued growth has been apparent in the public safety sector for fire and police. The Town of Eagle Police Department continues to experience additional calls for service (CFS) each year, requiring an adjustment with additional staff to accommodate service, while providing for minimum staffing standards to enhance officer safety. The assessment of CFS is generally an accepted practice for police agencies when evaluating staffing.

CFS requiring a minimum two-officer response (i.e. suicidal subjects, DUI investigations, crimes against persons, domestic violence, weapons violations, narcotics, threats of violence, burglaries, panic alarms, etc.) is a critical key component of staffing. Normally, law enforcement agencies develop minimum staffing provisions based on CFS data.

Assessments of CFS data, in conjunction with risk and protective factors (i.e. administrative back-up availability, location/availability of other agencies, event projections, common liquor consumption times, operating times of higher-risk establishments, etc.) are commonly discussed and evaluated to provide for the availability of a minimum of two-sworn members for these types of responses.

Currently, the Eagle Police Department has minimum mandatory staffing level of two sworn members for weekend night shifts. This was created in response to the number of disturbances, intoxicated subjects, DUI investigations and lack of other available support resources. However, following an assessment of CFS data (from 2014 through 2018) and internal 2017 and 2018 monthly reports, these **minimum staffing mandates will need to be expanded for all evening shifts and specific dayshifts when sergeants are unavailable. This will require additional position(s) in patrol, or use of additional overtime.**

*Annual CFS reports continue to signify the increase in the demand for police services*

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#### *Calls for Service – Eagle Police Department*

- 2014: 7,598
- 2015: 9,366
- 2016: 9,609
- 2017: 10,429
- 2018: 10,364 (2018 had a significant period of staffing anomalies)

*\*CFS do not include calls handed in our community by our contracted Animal Services provider.*

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While Town of Eagle Public Safety has been able to staff for events and routine CFS, the Town has had to contract with other law enforcement agencies during periods of low-staffing to maintain minimum staffing levels for special events. While the Town has been able to absorb the increased calls for service, community initiatives, structured community policing goals, administrative functionality and pro-active

involvements with our community have often been placed on a “hold” status, as CFS take priority. This becomes significant, as community policing, pro-active patrol and crime prevention activities should be consistently provided by patrol officers in order to be effective and maintain principles normally furthered by Department standards. In fact, the International Association of Chiefs of Police recommends that 1/3 of a patrol officers time be devoted to standards of community policing and pro-active crime prevention patrol.

The complexity of staffing allocations under the IACP model is furthered by the lack of a full-time detective assignment, which normally takes the dayshift officer out of patrol to focus on time-intensive criminal investigations, follow-up, evidence processing and warrant approvals. *\*A proposal to staff a full-time detective position was considered in 2019 and will be submitted for an FTE approval request for 2020. While no IACP standards currently exist for detective/investigation models of staffing, law enforcement entities have used a ratio by which 10% of allocated patrol staff should be assigned to investigations. True to Course, LLC also noted that the lack of a dedicated detective affects the efficiency of the police department.*

Law enforcement entities have commonly referred to population models to reference staffing needs. While the IACP referenced Department of Justice Federal Bureau of Investigation (DOJFBI) reports on crime and police employee data in a previous report, the IACP has shifted to other models to include variables such as CFS, seasonal populations, local policies, community policing, etc. However, population models continue to be used as a reference to support staffing needs when used with other data, such as CFS.

Using the 2016 DOJFBI population and officer ratio and CFS data, when compared to other mountain communities, it is evident that the Town of Eagle should already have at least two additional sworn staff members and must be prepared to add additional public safety staff as our community continues to grow.

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-----Ratios and calls for service in mountain communities-----

| Town                 | Population 16' | Square Miles | Sworn Staff | Code Enforcement | CFS 17'       |
|----------------------|----------------|--------------|-------------|------------------|---------------|
| Town of Dillon       | 961            | 2.42         | 10          | 1                | 5,118         |
| <b>Town of Eagle</b> | <b>6,739</b>   | <b>4.61</b>  | <b>11</b>   | <b>0</b>         | <b>10,429</b> |
| Town of Basalt       | 3,929          | 2.08         | 12          | 1                | 12,763        |
| Town of Avon         | 6,525          | 8.10         | 18          | 0                | 22,890        |
| Glenwood Springs     | 9,997          | 6.69         | 26          | 1                | 26,150        |

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The Department of Justice Federal Bureau of Investigation 2016 report on crime and police employee data reflect a nationwide ratio of 2.4 sworn officials to each 1,000 residents. County agencies averaged 2.7 sworn per 1,000 residents, while cities with a population less than 10,000 reported an average of 3.7 officers per 1,000 residents. The Town of Eagle has assessed the national average and determined minimum staffing to reflect a standard of 2.0 officers per 1,000 residents. This average was based on an analysis of CFS and special events in 2017 and may need to be adjusted to maintain pace with new



demands, such as amenities, community access, thoroughfares and other conditions which provide for increased traffic and/or population in Town. *Proper law enforcement staffing using CFS, number of events, community infrastructure and FBI ratios were noted in a 3<sup>rd</sup> party review of the police department by True to Course, LLC.*

The Town of Eagle must be prepared to adequately staff Public Safety with additional sworn personnel and support services in conjunction with the approval of any annexation process and/or additional development. The safety of our team and of our community demands that Public Safety staffing considered as a top-priority. *\*True to Course, LLC. outlined officer safety as a consistent consideration for our municipality and provided for a two-officer minimum availability guideline to ensure back-up availability. This should be considered with CFS requiring a two -officer response.*

In order to plan and prepare for the demands of increased services, Community Development and Public Safety propose the following population chart as a conservative aid to determine additional population growth (residents added to Town Limits) as a result of additional proposed residential development. This may be used to determine the number of public safety staff, using the conservative population approach of 2 officers for each 1,000/population ratio. *This chart reflects residential growth only and does not consider implications of increased service for new commercial, recreational or other service-oriented additions.*

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#### *Population Chart Averages for Residential Development*

- *Studio and one bedrooms = 2 residents*
  - *Single family homes with two bedrooms = 3 residents*
  - *Three bedrooms = 4 residents*
  - *Four bedrooms = 6 residents*
  - *Any auxiliary unit or one bedroom finished basement = 2*
- 

Using the population chart, the Town of Eagle must be ready to approve one sworn police officer for each segment of 500 people that a new annexation and/or development is proposing to bring to the Town. As other variables in a development proposal (i.e. commercial, recreational, school/daycare facilities, etc.) may provide for additional Public Safety demands, the population chart should be viewed as a conservative approach to police staffing. As such, when developers indicate a particular revenue stream as a result of their development review process, the Town of Eagle should evaluate if such proposal will cover the costs of Public Safety, to include not only the average cost to employ a sworn officer, but also associated costs of adding a new staff member (i.e. certification, training, vehicle, uniforms, equipment and maintenance).

Non-sworn support staff services must be considered as well, as the Eagle Police Department has already identified a need for a non-sworn front-desk position. Currently, our Executive Assistant provides for administrative coverage and management of records, evidence and public information, in addition to duties assigned by the Chief of Police. The increases in calls for service have provided additional workload and demand for records and evidence. A second support position will become a

necessity with new growth. *This will become invaluable as new growth will increase the workload for police records, front-desk inquiries and increased administrative oversight.*

Annexation and new development must be aligned with the goal to maintain a safe community and safe public safety operations with sufficient staff. **The challenge for any community facing growth is to maintain efficient levels of quality service and delivery, while furthering community policing objectives and maintaining a low crime rate.**

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Notes: Due to the number of allocated sworn staff members for Public Safety, our current staffing model relies heavily upon the sergeants, our SRO and the Chief of Police to fill scheduled and/or partial patrol shifts. The current model provides for allocated staffing without expanding on minimum mandatory requirements and without incorporating staffing variables such as vacation leave, sick leave, medical/injury status, training, court, vacancy, etc.

The current number of allocated sworn officers restricts the progress of community policing, pro-active policing and task/assignment roles when a vacancy or other leave is experienced. Staffing reached a critical point during the fall of 2018 due to various unplanned leave which not only affected community policing roles, but also restricted CFS and 24-hour coverage by Town officers. *During that period, several patrol officers were on leave. The Department relied heavily on overtime and use of our SRO, one sergeant and Chief of Police to cover shifts. Officers covering overtime shifts became exhausted (increasing officer safety and injury risk), our SRO program was cancelled for the remainder of 2018, community initiatives were placed on hold, the Department was unable to maintain 24-hour coverage and administrative tasks were delayed.*

Utilizing the conservative approach of 2 officers for each 1,000 population segments, the Town of Eagle Police Department should be currently staffed with thirteen sworn members (using 2016 population assumptions). Unfortunately, the number of residents is assumed at a conservative approach and does not take into account the number of individuals renting rooms in unassigned accessory dwelling units or the fact that fire and police commonly observe two and three families living in a single apartment.

The approach of population and CFS staffing should exclude the Chief Operating Officer in the number of sworn staff reserved to cover scheduled staffing, as a Chief of Police or Sheriff position (for average size mountain communities) is normally reserved for administrative tasks, staff development, operational management, community development, etc. Shift assignments for upper management is normally reserved for urgency, emergency or critical incidents/disasters. In fact, the completion of this report was delayed by the need of the Chief of Police to respond to and complete interviews/police reports, as police reports require a priority status when charges are filed.

The supply of and demand for qualified police officers are changing at a time when the economy is imposing unprecedented challenges on local communities. The cost of living and variables in police wages in our mountain region continue to impact retention levels, adding to the complexity to the nationwide problem of recruiting qualified sworn staff. In fact, the Town of Eagle Police Department has been consistently impacted with retention of qualified police officers for the past twelve years. One of the top reasons cited by police officers for leaving has been the cost of living. As such, the Department must be prepared to absorb a patrol vacancy without negatively impacting safety, service and use of extensive overtime, while maintaining minimum mandatory staffing levels.

As noted by True to Course, LLC., due to staffing levels at the Eagle Police Department, officers become reluctant to call in sick when they should, or ask for leave, as they do not want to leave their team with one-officer coverage. This was recently noted in 2019 when an officer elected to assist his team and worked several weekend night shifts (requiring two-officer minimum) when he was to be on paternity leave.

Single-officer shifts also dramatically affect pro-active enforcement, which is a critical factor in public safety services. As further supported by True to Course, LLC., officers will refrain from selective enforcement when they are working without another officer as they recognize not only the safety issues, but also the fact that the Town may be without service for some time for arrests, medical clearance transports, etc. *\*The Sheriff's Office will aid EPD for emergency calls, however, there have been occasions when deputies are unable to respond or otherwise unavailable due to staffing and/or CFS in their own jurisdiction.*

The police department routinely assumes code enforcement duties when the Town's part-time code enforcement officer is unavailable or is otherwise unable to respond to issues or code CFS in a timely manner. Abandoned vehicles, parking issues, snowplowing into the roadway, etc. are the more common CFS that the police department continues to absorb. As our population numbers increase due to developments, recreational activities, events, etc., the Town will incur additional code enforcement CFS.

## **Town of Eagle Public Safety Impact Fees**

Impact fees are charged at the time of building permit for all new construction. The purpose of the impact fees is to offset the impact to Town Facilities caused by the new residents or businesses. The use of development impact fees to finance public facilities and equipment necessary to accommodate new growth in communities is a concept that continues to gain acceptance in lieu of strict tax implications. These impact fees can only be used for Capital Expenditures for each category referenced.

As the Town of Eagle continues with rapid growth with planned development in several areas of the town (including a proposed annexation of Red Mountain Ranch and a proposed 500-unit development at the Reserve at Hockett Gulch), it is necessary to align the Town's Strategic Plan with projected growth and the inherent demands upon public safety.

As population growth and new business infrastructure are variables that impact police calls for service, as well as additional commitments from public safety with furthering and expanding upon community policing initiatives, the Town must prepare to absorb the costs of attaining additional personnel, equipment and infrastructure. Taxes and other revenues generated from new development do not generate sufficient funds to provide the necessary capital to accommodate and serve new development.

While impact fees are not designed for operational maneuverability or to supplement staffing, they may be used to off-set costs of equipment and capital improvements, such as patrol vehicles, building infrastructure and required police equipment for new personnel as a result of development. As the Town is committed to staffing public safety patrol positions in a reasonable manner consistent with population growth (to include a formula of a 2 public safety officials per 1,000 new residents, as based on Federal Bureau of Investigation research, considered with local calls for service, special events, attractions, commercial enterprises and general infrastructure), the cost to provide necessary capital to support new positions as a result of such growth may be supplemented by development impact fees.

The Town is authorized by state law, including but not limited to C.R.S. § 29-20-101 *et seq.*, to impose an impact fee or other similar development charge as a condition of the issuance of development permit, in order to fund expenditures by the Town on capital facilities needed to serve new development.

The adoption of an equitable impact fee system consistent with the requirements of state law is one of the preferred methods of the Town for regulating land development to ensure new development pays a proportionate and fair share of the costs of the needed capital facilities, allowing the Town to make the necessary capital facility expenditures to serve new development. The design of an equitable solution ensures consistency with other municipalities with similar infrastructure with furthering the concept of such fees as being no greater than necessary to defray the impacts directly related to proposed new development.

Several Colorado municipalities have adopted public safety development impact fee structures to accommodate growth. Municipalities generally adhere to a structure delineating fees based on residential and commercial development. It is important to consider commercial development in the structure, as businesses generally attract residents and people living in other communities as well. These attractions, along with public attractions, increase the probabilities of need as related to calls for service, as well as increased traffic in Eagle.

The protection of health, safety, and general welfare of our residents and guests requires capital facilities be constructed, expanded or improved to accommodate and serve the continuing development and growth within the Town.

Examples of public impact fees from other Colorado municipalities are as follows:

\$96.00 per dwelling unit & \$58.00 per 1,000 square feet commercial

- *Town of Ignacio, CO – pop. 725*

\$195 single family, \$150 multi-family, \$805 commercial

- *Town of Keenesburg, CO – pop. 1,200*

\$881.00 single family, \$613.00 other dwelling units & \$0.39 SQ foot commercial

- *Johnstown, CO – pop. 15,389*

\$319.00 per dwelling & \$0.16 SQ foot for commercial

- *Littleton, CO – pop. 46,333*

The adoption of a public safety development impact fee structure coincides with variables of our Town of Eagle Strategic Plan. Specifically, the Town of Eagle must engage in planning and provide essential services designed to sustain our vibrant community, while furthering opportunities and initiative to not only sustain, but improve upon essential services, such as public safety.

The general considerations for public safety impact fees for the Town of Eagle include equipment and vehicles for new staff, as well as an expansion of the public safety facility - or relocation of the police department.

As highlighted in our strategic plan, the police department has exceeded the shared space at the current town hall location. The police department eliminated the witness interview room this year to accommodate our sergeant position. This created the need for police officers to utilize other Eagle Town Hall office spaces and/or conference rooms for general witness or juvenile interviews.

Public safety is currently furthering discussions with the Greater Eagle Fire Protection District (GEFPD) regarding a public safety building in an attempt to provide shared space (public safety station or police sub-station) at the proposed Haymeadow Fire Station, which could result in a cost-sharing development plan with GEFPD.

The projected growth for Eagle County is approximately 3.55% this year. The Town of Eagle continues to embrace growth, as noted by the number of residential building permits. Additional commercial projects, new river park amenities and additional community events also support growth for our community. The Town will also incur additional growth from pre-approved projects such as Haymeadow and other subdivisions, which has already resulted in the need for a redundant water treatment plant, currently under construction.

The Eagle School District has embraced growth with the addition of new space at the Eagle Valley Middle School, as well as a new Eagle Valley Elementary School campus with additional student programs, a new preschool and daycare center. This will require the School Resource Officer for the Town of Eagle to designate additional time at the schools, per job description, in lieu of covering patrol

shift work. The additional growth in our community, via proposed annexations and development, will require the Town to increase police staff to meet minimum standards for the proposed growth and inherent increased demand in police services.

Continued growth has been apparent in the public safety sector for fire and police. The Town of Eagle Police Department continues to experience additional calls for service (CFS) each year, requiring an adjustment with additional staff to accommodate service, while providing for minimum staffing standards to enhance officer safety (critical key component of staffing). CFS for the past four years demonstrate this trend. Although short-staffed in 2018, EPD is projected to have a similar annual CFS rate for 2018:

- 2014: 7,598
- 2015: 9,366
- 2016: 9,609
- 2017: 10,429

While Town of Eagle Public Safety has been able to staff for events and routine CFS, the Town has had to contract with other law enforcement agencies during periods of low-staffing to maintain minimum staffing levels for special events. While the Town has been able to absorb the increased calls for service, community initiatives, structured community policing goals, administrative functionality and pro-active involvements with our community have often been placed on a “hold” status, as CFS will take priority.

Using the 2016 DOJFBI population/officer ratio and Eagle Police CFS data (and when compared to other mountain communities) it is evident that the Town of Eagle should already have at least two additional sworn staff members and must be prepared to add additional public safety staff as our community continues to grow.

-----Ratios and calls for service in mountain communities-----

| Town                 | Population 16' | Square Miles | Sworn Staff | Code Enforcement | CFS 17'       |
|----------------------|----------------|--------------|-------------|------------------|---------------|
| Town of Dillon       | 961            | 2.42         | 10          | 1                | 5,118         |
| <b>Town of Eagle</b> | <b>6,739</b>   | <b>4.61</b>  | <b>11</b>   | <b>0</b>         | <b>10,429</b> |
| Town of Basalt       | 3,929          | 2.08         | 12          | 1                | 12,763        |
| Town of Avon         | 6,525          | 8.10         | 18          | 0                | 22,890        |
| Glenwood Springs     | 9,997          | 6.69         | 26          | 1                | 26,150        |

The Department of Justice Federal Bureau of Investigation 2016 report on crime and police employee data reflect a nationwide ratio of 2.4 sworn officials to each 1,000 residents. County agencies averaged 2.7 sworn per 1,000 residents, while cities with a population less than 10,000 reported an average of 3.7 officers per 1,000 residents. The Town of Eagle has assessed the national average and determined minimum staffing to reflect a standard of 2 officers per 1,000 residents. This average was based on an analysis of CFS and special events for 2017 and may need to be adjusted to maintain pace with new demands. *Proper law enforcement staffing using CFS, number of events, community infrastructure and FBI ratios were noted in a 3<sup>rd</sup> party review of the police department by True to Course, LLC.*

To plan and prepare for the demands and effects of additional population in our community due to increased development, the following chart has been proposed. This may be used in conjunction with the conservative 2 officers per 1,000 population ratios:

- Studio and one bedrooms = 2 residents
- Single family homes with two bedrooms = 3 residents
- Three bedrooms = 4 residents
- four bedrooms = 6 residents
- Any auxiliary unit or one bedroom finished basement = 2 residents

As feedback regarding development impact fees suggest costs are normally passed onto the consumer through the purchase price of new residential and/or commercial development, a reasonable public safety fee has been proposed and further supported by BBC Research (see attachment).

*Notes: It is not the intent for public safety impact fees to remedy any deficiency in current Town Capital, nor is the intent to commingle public safety impact fees with monies in a different fee trust account, or ever be used to maintain or operate existing Capital Facilities.*





To: Mayor and Town Board of Trustees

From: Bryon McGinnis

Date: March 21, 2019

Agenda Item: Lower Basin Water Treatment Plant – Proposed Backup Generator Upsizing

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**REQUEST:**

Staff is requesting \$460,000 for the construction of the Lower Basin Water Treatment Plant – Proposed Backup Generator Upsizing. This total cost will be from Lower Basin Water Treatment.

**INTRODUCTION:**

The original LBWTP generator design had a capacity of several hundred kilowatts. This capacity was only enough to run emergency lighting, etc. which was not enough to produce water. After many discussions, it was determined the LBWTP warranted backup power for the entire LBWTP's Phase 1 which has a 2.5-mgd capacity.

**ANALYSIS:**

Town Staff and Town Engineer (SGM) determined that water quality, forest fire and flood threats, and power supply considerations warranted that the Town provide backup power for the LBWTP's initial 2.5-mgd capacity.

**COMMUNITY INPUT:**

None

**BUDGET / STAFF IMPACT:**

Lower Basin Water Treatment Plant: \$460,000

**STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:**

Major Objective #1 Develop a Long-Term Vision for Eagle

Major Objective #3 Build Lower Basin Water Treatment Plant and

Major Objective #7 Implement Priority Infrastructure Improvements.

**RECOMMENDED ACTION OR PROPOSED MOTION:**

Motion to approve or deny Lower Basin Water Treatment Plant – Proposed Backup Generator Upsizing.

**ATTACHMENTS:**

SGM letter dated March 21, 2019

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March 21, 2019

Bryon McGinnis  
Public Works Director  
Town of Eagle  
PO Box 609  
Eagle, CO 81631

**RE: Lower Basin WTP – Proposed Backup Power Generation Upsizing**

Dear Bryon:

The purpose of this letter is to document the rationale for, and the scope/cost implications of, upsizing the backup electrical power generator for the Town's Lower Basin Water Treatment Plant (LBWTP).

The construction documents for the LBWTP that served as the basis for the Contractor's (MWHC's) guaranteed maximum price (GMP) included a backup power generator with a capacity of several hundred kilowatts. This capacity was to allow the basic facility environmental, safety and controls systems to function in the event of a power outage and for a smoother return to operation following an outage. It did not cover operation of the treatment process to allow the plant to produce water during the outage, which requires a much greater capacity. This original generator sizing approach was established in the preliminary design completed by Arber & Associates in 2009 and was maintained through the final design completed by SGM. During final design, SGM did explore backing up these smaller facility loads with the existing WWTP backup generator, but it was determined that it had insufficient capacity to accommodate the combined loads.

While CDPHE *Design Criteria for Potable Water Systems* require backup power for a potable water treatment/production facility, this requirement is waived if there is another water production source in the system that can meet "average day demand." In the Town's case, that condition is met by the Upper Basin WTP.

After many discussions, Town staff and SGM determined that water quality, forest fire and flood threats, and power supply considerations warranted that the Town provide backup power for the LBWTP's initial 2.5-mgd capacity. The primary considerations were as follows:

- Large-scale wildfires are becoming more frequent, more intense and more disruptive in Colorado and the Western U.S. This trend's negative effects have been experienced locally and communities are increasingly focusing on disaster preparedness and water system resiliency.
- Wildfire not only can disrupt power grids, but also water treatment facility operations through raw water quality degradation, direct fire impacts, and flooding/debris flows. The Town's Upper Basin WTP along upper Brush Creek is at risk of operational impacts from these threats.
- When a wildfire encroaches on the boundaries of a community, potable water demand is driven up as fire protection organizations and private citizens use more water than "average

day demand” to protect lives and property. Water in storage tanks helps meet some of this fire suppression demand. However, as was observed in Basalt last year during the Lake Christine Fire (which also came very close to also knocking-out power to multiple communities in the Roaring Fork valley), when fire degrades raw water quality to the point where treatment facility production rates are reduced, potable water tanks can drain quickly, creating additional challenges during a crisis.

- If there is a large-scale wildfire near Eagle, the Town could very well end up relying on the Lower Basin WTP to provide critically-needed water because of fire risk to the UBWTP or raw water quality degradation in Brush Creek. If the wildfire also resulted in power supply disruption, the LBWTP would not be able to provide that critical water supply if it did not have a robust standby generator. The project team has determined that an appropriate risk mitigation measure would be to add significant backup power generating capacity for the LBWTP.

The team reviewed multiple options for upsizing the generator capacity. Based on cost and current/future water demand and production capacity considerations, it determined that a 900-kW generator, which would allow the plant to operate at its full initial capacity of 2.5 MGD, would best serve the Town. To accommodate a 900-kW diesel-driven backup generator, the following design changes would be required:

- 1) Upsizing the planned Automatic Transfer Switch (ATS) from 600 amps to 2500 amps and moving it outside by the generator. The ATS is what turns on the generator and allows it to feed power to the plant from it when the primary supply from Holy Cross drops out.
- 2) Making other related motor control center, wiring, and control changes to accommodate the larger generator and its expanded role in backing up the treatment and pumping systems.
- 3) Upsizing the earth platform around the upsized generator and adjacent to the plant’s gravel driveway and providing a 12”-thick structural concrete slab to support its roughly 20-ton weight, which includes a full 1500-gallon fuel tank for roughly a day’s supply at full load.
- 4) Adding an access platform and stairs on each of two sides of the generator; this is necessary to facilitate safe access for operation and maintenance personnel given the generator and fuel tank’s vertical dimensions.

The investment is not insignificant. We estimate at this time that upsizing the generator will add approximately \$460,000 to the project cost (about 2%). However, a top driver for the LBWTP’s construction is increasing water supply reliability for the Town’s citizens, and this proposed addition to the project will help ensure that when that reliability is most critical, the LBWTP can meet that need.

Please let me know if you have any questions and if the Town will be moving forward with this scope addition. We look forward to continuing to help make the LBWTP project a successful one for the Town.

Respectfully submitted,

**SGM**



Warren J. Swanson, P.E.  
Project Manager

## ENGINEER'S OPINION OF PROBABLE COST (EOPC)



**PROJECT:** Eagle LBWTP - Backup Generator Upsizing to 900kW  
**SGM NO.:** 2011-318.001  
**DATE:** 21-Mar-19  
**EOPC LEVEL:** POST-bid scope change  
**PREPARED BY:** Warren Swanson, PE  
**REVIEW BY:** Chad Paulson, PE

| CONSTRUCTION ITEMS                                                                                     | TOTAL COST        | % OF (a)   |
|--------------------------------------------------------------------------------------------------------|-------------------|------------|
|                                                                                                        |                   | 0.0%       |
| Sturgeon Electric - Generator upsizing, upsizing/moving ATS outside, elim. MCC2, larger MCC3, controls | \$ 332,182        | 86.4%      |
| Aluminum access platform/stairs on two sides of generator                                              | \$ 17,325         | 4.5%       |
| Concrete pad under generator fuel tank (13.25 CY)                                                      | \$ 18,285         | 4.8%       |
| Additional earthwork (fill - 175 CY)                                                                   | \$ 6,038          | 1.6%       |
| One additional bollard (3 in that elec. utility area are already called out on C8)                     | \$ 863            | 0.2%       |
| Project Mgmt./Field Superintendent/Misc. MWHC Labor                                                    | \$ 9,898          | 2.6%       |
|                                                                                                        |                   | 0.0%       |
| <b>SUBTOTAL OF CONSTRUCTION ITEMS:</b>                                                                 | <b>\$ 384,590</b> | <b>(a)</b> |

| OTHER CONSTRUCTION COSTS                     | UNIT | QUANTITY | UNIT COST | ESTIMATED COST   | %          |
|----------------------------------------------|------|----------|-----------|------------------|------------|
| Bonds/insurance                              |      |          |           | \$ 5,400         | 1.4%       |
| Field Expendibles                            |      |          |           | \$ 6,846         | 1.8%       |
| Contingency                                  |      |          |           | \$ 5,953         | 1.5%       |
| OH and Profit                                |      |          |           | \$ 24,802        | 6.25%      |
| <b>SUBTOTAL OF OTHER CONSTRUCTION COSTS:</b> |      |          |           | <b>\$ 43,000</b> | <b>(b)</b> |

**ENGINEER'S OPINION OF TOTAL CONSTRUCTION COSTS (a) + (b) = (c) \$427,590**

| OTHER PROJECT COSTS                     | UNIT | QUANTITY | UNIT COST | ESTIMATED COST   | % OF (c)   |
|-----------------------------------------|------|----------|-----------|------------------|------------|
| Construction Engineering                |      |          |           | \$ 8,600         | 2.0%       |
| Construction Surveying                  |      |          |           | \$ -             | 0.0%       |
| Design Engineering                      |      |          |           | \$ 17,100        | 4.0%       |
| <b>SUBTOTAL OF OTHER PROJECT COSTS:</b> |      |          |           | <b>\$ 25,700</b> | <b>(d)</b> |

**ENGINEER'S OPINION OF TOTAL CONSTRUCTION COSTS (c) + (d) = (e) \$453,290**

**NOTES:**

- Unit prices used in developing this EOPC were based on vendor and electrical subcontractor quotes for the generator and associated electrical/controls work. Unit prices on civil/structure items are based on SGM experience.
- Unit prices and total costs are based on Present Value dollars. Adjustments should be made for years beyond the present year if actual construction occurs in a future year.
- This EOPC was prepared on the basis of SGM's experience and qualifications and represents SGM's judgment as a professional generally familiar with the industry. However, since SGM has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SGM cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from SGM's EOPC.



To: Town Board of Trustees

From: Mayor Anne McKibbin and Asst to the Town Manager Bill Shrum

Department:

Date: March 21, 2019

Re: VVP Economic Development Council meeting, March 21, 2019

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#### INTRODUCTION:

The March 21 meeting of the VVP EDC focused on housing in the Eagle Valley. Presentations were made by Kim Bell Williams (Exec Director, Eagle County Housing and Development Authority), George Ruther (Director, Town of Vail Housing Department) and Elysa Howard (Habitat for Humanity).

#### Items of interest or note:

- Avon has received designation as an Opportunity Zone. Opportunity Zones are a product of the 2017 tax reform package providing tax incentives to new development. They are working with community partners to better leverage the new designation and spur private investment.
- The Eagle County BoCC has passed a supplemental budget item of \$250,000 to be used as match for entities that wish to partner with ECHDA in its revolving loan fund for down payment assistance.
- The ECHDA loan fund made 50 loans last year, lowering the max amount to \$10K. Buyer is required to contribute at least one half of the amount of the loan to the down payment.
- Avon has just adopted a Community Housing Plan.  
<https://www.avon.org/DocumentCenter/View/18728/Avon-Housing-Plan>
- County workforce and attainable housing projects:
  - Two 10 at Castle Peak (Eagle), 22 units
  - 6 West (Edwards), 120 units, includes Town of Vail-purchased deed restrictions.
  - Spring Creek Apartments (Gypsum), 282 units, rents at 60-80% of AMI.
  - Fox Hollow (Edwards), 87 units, 36 have deed restrictions
- The Summit County model for having a viable and sustainable revenue source for workforce housing remains a widely cited successful model. Funded by sales tax.
- Land costs remain one of the most significant barriers to workforce housing. Land dedications and grants have been instrumental for Habitat for Humanity to build some of their recent projects.
- Vail has adopted housing policy statements, some of which are
  - Housing is infrastructure
  - Vail wants to be a resort community, not just a resort—focus on “community”
  - Work to break down barriers to workforce housing
- Vail adopted a Housing Master Plan in 2017
- Vail created a separate and stand-alone 2 F.T.E. Housing Department in 2018, separating the function from Community Development
- Vail is working on a study to determine economic value of deed restrictions and resident-occupied requirements.



- Vail figuring out how to move forward with a sustainable and reliable revenue stream for its InDeed program.
- Vail recognizing that its workforce housing challenges are not going to be solved within the boundaries of the town but must include projects like 6 West.
- Habitat for Humanity has 79 homes in Eagle County, and an additional 48 lots.
- Habitat's IK Bar development in Gypsum received land from ECSD.
- Habitat focuses on households with incomes of \$35-70K, to bring product on-line that requires no more than 30% of gross income to afford. Getting about 10x the number of applications per year as it has housing availability.
- Some of the ECHDA loan funds are dedicated to Habitat buyers.
- Several speakers mentioned community land trusts, which are set up to acquire land to be used for attainable and workforce housing developments.

#### STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Tackling workforce and attainable housing challenges is important to the Town's Mission and Vision, contributes to the Town's Business Values of Economic Development and Sound Planning and Appropriate Investment, and is the Town's Major Objective #8: Improve Housing Availability and Affordability.

#### RECOMMENDED ACTION OR PROPOSED MOTION:

Continue to consider ways the Town can lower or remove barriers to workforce and attainable housing developments. Explore possible partnering with Eagle County on down payment loan funding, including learning more about the County's recent funding match opportunities.

#### ATTACHMENTS:

None