Town Council

ON-LINE MEETING

Tuesday, October 13, 2020

Public Meeting Room / Eagle Town Hall

200 Broadway Eagle, CO

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

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. ACCESS THE ON-LINE MEETING HERE

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

   When it's your turn to speak, the moderator will unmute your line and you will have three (3) minutes for public comment.

   PUBLIC COMMENTS: If you are unable to attend, public comments regarding any items on this agenda can be submitted to Jenny Rakow, Town Clerk and will be included as part of the record.

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

CALL TO ORDER - 6:00 PM

ROLL CALL - 6:05 PM

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

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

CONSENT AGENDA - 6:10 PM *Consent agenda items are routine Town business, items which have received clear direction previously from the council, final land use file documents after the public hearing has been closed, or which do not require council deliberation. (5 Minutes)*

1. Minutes - September 22, 2020
2. Bill Pay - September 2020
3. Resolution No. 73, Series 2020 "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Construction Contract with NeuComm Solutions for the Construction and Installation of a Telecom Shelter at the Public Works Facility"

4. Resolution No. 71, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Final Plat for Eagle Landing at Brush Creek Townhomes Phase 3"
5. Resolution No. 72, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Services Agreement with ARC Abatement Inc. for the Abatement of Asbestos at 410 Broadway"

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

1. Town Manager Update
2. Department Update
3. Lower Basin Water Treatment Plant Report Update

BUSINESS ITEMS - 6:25 PM *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Resolution 61, Series 2020, "A Resolution of the Town of Eagle, Colorado Appointing_____, _____, and _____ to Fill Vacancies on the Town of Eagle Planning Commission"
2. Resolution No. 67, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Open Space and Recreation Advisory Committee Members"
3. Resolution No. 74, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Professional Services Agreement with Zehren and Associates for the Highway 6/ Grand Avenue Corridor Study"
4. 2020 Town of Eagle Ballot Question Support Resolutions
    a. Resolution 63, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting and Urging a "Yes" Vote on the Eagle Downtown Development Authority at the November 3, 2020 Coordinated Election"
    b. Resolution No. 75, Series 2020, " A Resolution of the Town Council of the Town of Eagle, Colorado Supporting and Urging A "Yes" Vote on Statewide Amendment B, Regarding Gallagher Repeal, and Town of Eagle Ballot Issue 2B Regarding Gallagher Stabilization at the November 3 2020 Election"
    c. Resolution No. 76, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Urging a "Yes" Vote on Ballot Issue 2A, the Lodging Tax Change, at the November 3, 2020 Coordinated Election"
5. 2021 Draft Budget Presentation (15 Minutes)
6. Resolution No. 70, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Directing the Town's Officers and Staff to Undertake Certain Actions Toward the Construction and Financing of a Broadband System, to be Owned and Operated by the Town Through a TABOR Enterprise"
7. Town Manager Annual Review Process

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS - 8:30 PM

1. Council Committee Updates
2. Town Council Meeting Schedule for the Remainder of 2020
3. Hiring Panel Council Appointments For Open Space and Trails Manager and Public Works Director

EXECUTIVE SESSION - 8:45 PM

1. Executive Session pursuant to C.R.S. Section 24-6-402(4)(b)(e), to have a conference with the with the Town Attorney to receive legal advice on specific legal questions, and to determine positions develop a negotiating strategy and instruct negotiators regarding Intergovernmental Agreement dated July 25, 1995 between the Town, Eagle County School District Re-50J and the Western Eagle County Metropolitan District.

ADJOURN - 9:00 PM

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

_____
Jenny Rakow, CMC
Town Clerk

PUBLIC WIFI - TOEG – townofeagle2019

MEETING MINUTES
Town Council
Tuesday, September 22, 2020
ON-LINE MEETING

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MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION

1. ACCESS THE ON-LINE MEETING HERE

CALL TO ORDER - 6:00 PM

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

ROLL CALL

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS ABSENT

None

STAFF PRESENT

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

ADOPTION OF AGENDA

Mayor Turnipseed amended the agenda to remove Business Item #1 Resolution 61, Series 2020.

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

MOMENT OF SILENCE

Mayor Turnipseed held a moment of silence for the family in Gypsum.

PUBLIC COMMENT

Opened public comment. There was no public comment.

PRESENTATIONS

1. Lower Basin Water Treatment Plant Update Presentation

Bryon McGinnis opened this item. Presentations were given by Warren Swenson from SGM, Michael Haarmann, and Tyler Hendrix from MWH Constructors.

Council Comments: requested update on the schedule for substantial completion. Tyler Hendrix stated right now the schedule reflects substantial completion by February 11th and final completion by April 13th. Discussion on subsurface engineering law as presented by Warren Swenson.

CONSENT AGENDA

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

1. Minutes - September 8, 2020

2. CIRSA - 2021 CIRSA Property/Casualty Preliminary Contribution Quotation

3. Energy Impact Grant Scope of Work Amendment, Town of Eagle Fiber Extension and Meet-Me Center

4. Resolution 62, Series 2020, "A Resolution of the Town of Eagle Extending the Declared Local Disaster Emergency"

5. Resolution 65, Series 2020, "A Resolution of Town Council of the Town of Eagle, Colorado, Authorizing Release of Funds in Escrow Due to Completion of Public Improvements (Haymeadow)"

STAFF REPORTS

1. Town Manager Update

   Council Comments: an update on the plastic bag discussion and recycling will be updated as additional information is received. Confirmation that IT budget was a not to exceed amount.

BUSINESS ITEMS

1. Resolution 61, Series 2020, “A Resolution of the Town Council of the Town of Eagle, Colorado, Appointing ____ and _____ to Fill Vacancies on the Town of Eagle Planning and Zoning Commission”

   This item was removed from this agenda and will be rescheduled.

2. Mountain Recreation: Haymaker Trailhead Improvements Draft Phasing Plan, Janet Bartnik

   Janet Bartnik presented this item. Information included fundraising effort for Mountain Recreation for these improvements prior to placing a ballot question to the voter's next fall. The purpose of tonight’s presentation is to gain consensus that the Council is comfortable with the first phase of projects from the concept plan.

   Council Comments: Discussion on the relocation of the pool. Concept plan location for bike park and gymnasium to host noon ball program. Confirmation of a fundraising goal of $20 Million. A timeline will be available pending town contributions to improvements. Consensus on concept plan phasing as presented.

3. QUASI JUDICIAL HEARING/PUBLIC HEARING: Land Use File AN18-01 Hockett Gulch Annexation Agreement

Mayor Turnipseed opened Land-Use File AN18-01 Hockett Gulch Annexation Agreement.

Chad Phillips presented this item as a request to approve the proposed Assignment and Assumption of Annexation Agreement from BCP Eagle LLC to EPOCH GCH HOCKETT GULCH HOLDINGS LLC, a Colorado limited liability company. The Town attorneys have drafted the assignment and the Resolution and those are prepared for your consideration tonight.

Town Attorney Matt Mire noted that Council's consent is required in order for the assignment and sale to occur.

Chad Brue 2446 Frost Creek stated he is excited to see workforce housing in Eagle.

Council Comments: Confirmation from the applicant that the project will remain the same as previously approved. If changes are made they will need Town review and approval. New owner representative Jonathan Powers indicated there were no plans to change the project. The estimated time to begin will be within the next few months and the end of next summer for construction.

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

a. Resolution 69, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Assignment and Assumption of Annexation Agreement Between BCP-Eagle I, LLC, Epoch GCH Hockett Gulch Holdings LLC and the Town of Eagle"

MOTION: Council Member Matt Solomon motioned to approve Resolution 69, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Approving an Assignment and Assumption of Annexation Agreement Between BCP-Eagle I, LLC, Epoch GCH Hockett Gulch Holdings LLC and the Town of Eagle". The motion was seconded and passed with a vote of 7 in favor (Solomon, Jessen, Turnipseed, Palmer, Bodenhemier, Kerst, and Gaboury) and 0 opposed.

4. QUASI JUDICIAL HEARING/PUBLIC HEARING: Land Use File Number AN17-01 Red Mountain Ranch Annexation

Mayor Turnipseed opened Land Use File AN17-01 Red Mountain Ranch Annexation; PUD17-01 Planned Unit Development (PUD); PP/FP19-01 Red Mountain Ranch Subdivision Filing 5, Final Plat; and Annexation and Development Agreement and the Public Hearing.

Carrie McCool introduced this item and stated the applicant will present first.

Rick Pylman presented for Red Mountain Ranch.

Council Comments: Discussion on whether ADUs are included in the density, Mary Elizabeth stated they are not, but will affect EQR assessment, which are limited. Confirmation that Red Mountain Ranch will own and operate the wastewater treatment until it ties into the town at Nogal Road. Confirmation that water dedication fees were a combination of cash and water rights.

Carrie McCool gave the presentation of the project and request on behalf of the Town.

Mayor Turnipseed opened public comment.

Pat Adler: 9836 N 60th Place Paradise Valley Arizona. Requested that this item be tabled and not approved

tonight and provided statements regarding access and right of way issues this project impacts for Red Development on Highway 6.

Markian Fedushiak 004 Blue Grouse. Markian spoke on behalf of Walking Mountain Science Center and as a resident in support of approval.

Carolyn White – Attorney for RED Development. Provided additional information related to access and right of way issues. Stated there was no objection to the annexation, only objection to the plat approval. Stated there is a conflict with existing approvals with Eagle River Station. Requested the Town delay approval of the plat until these issues can be resolved. Further stated that RED Development is a willing partner to sit at the table and work through these issues.

Dan Godec - Edwards resident. Expressed support for approval.

Katie Santambrogio 255 4th of July Road. Expressed support for approval.

Brain XXXXX was unable to provide statements.

Mayor Turnipseed closed public comment.

Applicant Merv Lapin requested Kari McDowell speak on behalf of Red Mountain Ranch regarding access and right of way issues with RED Development.

Kari Schroeder, McDowell Engineering, 241 Broadway stated she has been working on the access plan for Highway 6 for Red Mountain Ranch, and RED Development was not interested in joining the access management process with CDOT and Red Mountain Ranch. Access permits were issued in March 2020 by CDOT.

Town Attorney Matt Mire clarified the reasoning for approval of final plat at this hearing is to transfer the open space parcels to the Town. This is a final annexation plat; each individual parcel will be platted again for final plats. Council is approving PUD zoning, however, there is no development plan being approved as a development application has not been submitted. Council's decision tonight will have no bearing on private agreements made between the parties.

Dan Reynolds Attorney for Red Mountain Ranch stated that Red Mountain Ranch remains interested in working on locations for roundabouts with all parties. We believe it meets the criteria and should be approved.

Chad Phillips – confirmed access permits were sought and granted for access for the Southern entrance.

Kari McDowell – provided further comments regarding the location of the roundabout on the property during development planning.

Council Comments: Discussion on stream setbacks and process for variances. Recommendation to stay with 75 feet setbacks. Request to commit to sustainability as indicated in the Town's strategic plan and community plan. Discussion on reasonable limits for the square footage of homes to keep with the character of the area. Confirmation that the access ramp dedication will be due at development permit. Discussion on height limit and decision to stay with town code definition, which is 40 feet to mid-point. Carrie McCool indicated making this change can be a condition of approval. Discussion on design review guidelines language revisions to determine

who will be approving them as a condition. Discussion on PUD process, purpose, and authority. Further discussion determined house size will be addressed in design review guidelines. The applicant agreed to conditions regarding building height to follow town code and Design Review Guidelines be updated to include Town review and approval.

a. Resolution 68, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Making Certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County (Red Mountain Ranch)"

MOTION: Council Member Matt Solomon motioned to approve Resolution 68, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Making Certain Findings of Fact Regarding the Proposed Annexation of Real Property Located in Unincorporated Eagle County (Red Mountain Ranch)". The motion was seconded and passed with a vote of 7 in favor (Solomon, Jessen, Turnipseed, Palmer, Bodenhemier, Kerst, and Gaboury) and 0 opposed.

b. Ordinance 22, Series 2020, "An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory Located in Eagle County, Zoning the Property Planned Unit Development, Approving the Associated Final Plat, and Approving the Associated Annexation and Development Agreement Creating Vested Property Rights (Red Mountain Ranch)"

MOTION: Council Member Matt Solomon motioned to approve Ordinance 22, Series 2020, "An Ordinance of the Town Council of the Town of Eagle, Colorado Annexing to the Town Certain Unincorporated Territory Located in Eagle County, Zoning the Property Planned Unit Development, Approving the Associated Final Plat, and Approving the Associated Annexation and Development Agreement Creating Vested Property Rights (Red Mountain Ranch)" with the following condition to include a building height requirement as defined in our Town Code as 40 feet to the maximum height to existing or proposed grade whichever is more restrictive. The motion was seconded.

AMENDED MOTION: Council Member Matt Solomon motioned to amend his original motion to include an additional condition that Design Review Guidelines be approved by the Town. The amended motion was seconded and passed with a vote of 7 in favor (Solomon, Jessen, Turnipseed, Palmer, Kerst, Bodenhemier, and Gaboury) and 0 opposed.

5. Town of Eagle Downtown Development Authority Ballot Request and Affidavit for Designation of Voting Representative

Brandy Reitter presented this item. The request is to appoint the Mayor to sign off on the DDA Affidavit on behalf of the Town.

Council Comments: Discussion on whether the town should vote on this item and if there is a conflict. Further discussion on the formation of the DDA and how it is governed.

MOTION: Council Member David Gaboury motioned to authorize Scott Turnipseed as Mayor to complete the Affidavit for the Town-owned properties of 200 Broadway and 108 W Second Street. The motion was seconded and passed with a vote of 6 in favor (Jessen, Turnipseed, Palmer, Bodenhemier, Kerst, and Gaboury) and 1 opposed (Solomon).

6. Resolution 66, Series 2020, "A Resolution of Town Council of the Town of Eagle, Colorado Consenting to Provide Extraterritorial Wastewater Collection Services by Contract to Property Located at 1819 Brush Creek Road, Eagle County, Colorado"

Mayor Turnipseed recused himself from this item as this is his property.
Mayor Pro Tem Jessen opened this item. Bryon McGinnis was present to answer questions.

Council Comments: confirmation that approving this now will create one less step later if the property is annexed. Council preferred that Andy Jessen's name appear as the signor on this Resolution. Staff will update.

MOTION: Council Member David Gaboury motioned to approve Resolution 66, Series 2020, "A Resolution of Town Council of the Town of Eagle, Colorado Consenting to Provide Extraterritorial Wastewater Collection Services by Contract to Property Located at 1819 Brush Creek Road, Eagle County, Colorado". The motion was seconded and passed with a vote of 5 in favor (Solomon, Jessen, Bodenhemier, Kerst, and Gaboury), 1 opposed (Palmer) and one abstention (Turnipseed).

7. Resolution No. 70, Series 2020, A Resolution of the Town Council of the Town of Eagle, Colorado, Directing the Town's Officers and Staff to Undertake Certain Actions Toward the Construction and Financing of a Broadband System, to be Owned and Operated by the Town Through a TABOR Enterprise"

Council Comments: Discussion on project data, risk, and need for more information including a feasibility study, business plan, pro forma, and income statement to consider further.

Brandy Reitter stated if the Council does not act on this Resolution, staff will wait until the Council is comfortable with bids and funding proposals. The intent was to clarify the work session discussion and expectations of staff moving forward with broadband.

MOTION: Council Member Andy Jessen motioned to approve Resolution No. 70, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Directing the Town's Officers and Staff to Undertake Certain Actions Toward the Construction and Financing of a Broadband System, to be Owned and Operated by the Town Through a TABOR Enterprise". The motion was seconded and failed with a vote of 3 in favor (Turnipseed, Jessen, and Palmer) and 4 opposed (Kerst, Solomon, Gaboury, and Bodenhemier).

Council requested another presentation on the feasibility and proforma. Staff will move forward with approved broadband projects.

COUNCIL DISCUSSION AND FUTURE AGENDA ITEMS

Solomon noted October 1st will be the first Elevate Eagle meeting.

Jessen will send an email update to Council.

Bodenhemier will be reviewing citizen applications for Open Space Committee.

Palmer noted trail work for Brush Creek Ranch Open Space to Haymaker area will have a ribbon-cutting for Wills Thrill Trail.

Turnipseed confirmed that Comcast stopped doing any work in the Town right of way until the investigation is complete.

1. Council Committee Updates

2. Town Council ballot support for Gallagher and Downtown Development Authority
   Staff will bring both to the next meeting.

ADJOURN - 10:15 PM

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

approved:
Date:

Scott Turnipseed, Mayor

Jenny Rakow, CMC Town Clerk

BILL SCHEDULE
SEPTEMBER 2020

GENERAL FUND			
Town Council			
Staples	Office Supplies		114.27
Nicholson Group, LLC	Professional Services		5,250.00
Executech Utah LLC	Computer Support		49.00
Forward Tech Solutions, LLC	Computer Support		82.00
Eagle County Livestock	CARES Act		1,200.00
Mountain Meat Packing	CARES Act		282.45
Total Town Council		**$**	**6,977.72**
General Government			
Meritain Health	Health Insurance		441.45
Verizon Wireless, Bellevue	Utility Services		50.56
Hoffman, Parker, Wilson & Carberry PC	Legal - General		4,065.39
Kissinger & Fellman, P.C.	Legal - General		1,037.00
Executech Utah LLC	Computer Support		77.25
Forward Tech Solutions, LLC	Computer Support		1,533.00
Mammoth Networks	Computer Support		410.00
Total General Government		**$**	**7,614.65**
General Administration			
Bates, Katharine & Cremonese, Chad	Utility Refund		231.57
Goodwin, Randy	Utility Refund		360.87
Landreth, JT & Jeanne	Utility Refund		146.02
Pass, Erica & Geoffrey	Utility Refund		2,109.41
Price, Kristin	Utility Refund		21.62
Nudell, David	Planning Deposit - General		1,800.00
Hartford, The	Disability Insurance		1,600.10
Meritain Health	Health & Life Ins. Payable		68,049.63
MetLife	Vision Insurance Payable		648.85
Eagle Cub Scouts Pac 229	Facility Usage Deposit Refund		1,125.00
Gisela Griffin	Facility Usage Deposit Refund		750.00
Revolution Enduro, LLC	Facility Usage Deposit Refund		750.00
Eagle Cub Scouts Pac 229	Facility Usage Fees Refund (covid)		600.00
Garduno, Maria	Facility Usage Fees Refund (covid)		763.90
Meritain Health	Health Insurance		929.73
Amazon	Office Supplies		42.95
City Market	Office Supplies		64.80
Costco	Office Supplies		118.79
Staples	Office Supplies		21.77
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies		44.55
Glenwood Springs Auto Parts Inc	Gas & Oil		17.37
Colorado Mtn. News Media	Legal Notices		274.48
Employer's Council Services, Inc.	Dues & Subscriptions		6,000.00

General Administration (Cont.)		
Government Finance Officers Association	Dues & Subscriptions	150.00
Mail Chimp	Dues & Subscriptions	74.99
Century Link	Utility Services	1,056.66
Chase Paymentech	C.C. Transaction Fees	1,668.79
Xpress Bill Pay	C.C. Transaction Fees	712.10
Hoffman, Parker, Wilson & Carberry PC	Legal	1,618.50
Executech Utah LLC	Computer Support	496.84
Forward Tech Solutions, LLC	Computer Support	144.52
TEC Integration, Inc.	Computer Support	300.00
BigMarker	Tuition & Books	79.00
CGFOA	Tuition & Books	40.00
US Bank Equipment Finance	Contract Payments	394.80
Total General Administration		**$ 93,207.61**
Community Development		
Meritain Health	Health Insurance	1,471.50
Amazon	Office Supplies	56.65
Staples	Office Supplies	21.77
Fleet Services	Gas & Oil	64.02
Forward Tech Solutions, LLC	Equipment (Non-Capital)	5,039.00
Certified Mail Envelope	Communication & Transportation	34.95
TEC Integration, Inc.	Communication & Transportation	13.33
Davis, Charlie	Dues & Subscriptions	215.00
Zoom	Dues & Subscriptions	163.25
Century Link	Utility Services	181.16
Verizon Wireless, Bellevue	Utility Services	201.79
Indeed	Recruitment	23.73
McCool Development Solutions, LLC	Professional Services	1,759.50
Certified Mail Envelope	Planning Reimbursable	510.00
Colorado Geological Survey	Planning Reimbursable	269.06
Hoffman, Parker, Wilson & Carberry PC	Planning Reimbursable	3,725.00
Kumar & Associates Inc	Planning Reimbursable	378.50
Mott MacDonald	Planning Reimbursable	630.00
Resource Engineering Inc	Planning Reimbursable	8,455.50
Hoffman, Parker, Wilson & Carberry PC	Legal	372.50
Executech Utah LLC	Computer Support	255.00
Forward Tech Solutions, LLC	Computer Support	1,653.00
TEC Integration, Inc.	Computer Support	348.00
American Planning Association	Tuition & Books	30.00
Int'l Code Council	Tuition & Books	214.00
US Bank Equipment Finance	Contract Payments	394.80
Total Community Development		**$ 26,481.01**
Municipal Court		
Meritain Health	Health Insurance	44.14
TheStampMaker	Office Supplies	42.50

Municipal Court (Cont.)		
TheStampMaker	Communication & Transportation	6.90
Carlson, Edwards & O'Connor P.C.	Legal	1,500.00
Executech Utah LLC	Computer Support	56.65
Forward Tech Solutions, LLC	Computer Support	25.80
Ace Security And Safety Services LLC	Contract Payments	128.00
High Country Copiers	Contract Payments	84.66
Total Municipal Court		**$ 1,888.65**
Streets		
Colorado Mountain Medical, LLC	Health & Life Insurance	20.80
Meritain Health	Health Insurance	1,677.50
Staples	Office Supplies	9.79
Alpine Lumber Co.	Repair & Maintenance Supplies	152.92
Casey Concrete	Repair & Maintenance Supplies	1,320.00
G & S Tool Clinic, LLC	Repair & Maintenance Supplies	40.10
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	6.99
Lawson Products	Repair & Maintenance Supplies	120.79
Tapco	Street Repair & Mtn Supplies	166.25
United Rentals (North America) Inc	Repair & Maintenance Supplies	227.37
Wear Parts & Equip Co, Inc	Repair & Maintenance Supplies	427.15
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	213.84
Fleet Services	Gas & Oil	1,150.25
Glenwood Springs Auto Parts Inc	Gas & Oil	7.12
Forward Tech Solutions, LLC	Equipment (Non-Capital)	365.40
Lawson Products	Communication & Transportation	11.99
Tapco	Communication & Transportation	32.54
Century Link	Utility Services	820.09
Holy Cross Energy	Utility Services	4,486.22
Verizon Wireless, Bellevue	Utility Services	102.09
Colorado Mtn. News Media	Recruitment	326.00
Safety-Kleen Systems, Inc.	Repair & Maintenance Services	172.75
San Juan Sweeping & Striping	Repair & Maintenance Services	9,481.32
Stripe A Lot & Sweeping	Repair & Maintenance Services	14,971.01
Executech Utah LLC	Computer Support	235.80
Forward Tech Solutions, LLC	Computer Support	85.50
Old Growth Tree Service	Tree Management-Comm Forestry	700.00
FMCSA D&A Clearinghouse	CDL Testing	25.00
Total Streets		**$ 37,356.58**
Public Safety		
Meritain Health	Health Insurance	3,590.46
Amazon	Office Supplies	28.91
Amazon	Operating Supplies	42.86
Costco	Operating Supplies	83.94
Galls, LLC	Operating Supplies	(78.97)
Pye-Barker Fire & Safety LLC	Operating Supplies	36.00

Public Safety (Cont.)

Scott-Merriman, Inc	Operating Supplies	375.00
Galls, LLC	Uniforms	239.97
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	557.90
Fleet Services	Gas & Oil	2,078.16
Glenwood Springs Auto Parts Inc	Gas & Oil	44.66
Galls, LLC	Communication & Transportation	11.94
Scott-Merriman, Inc	Communication & Transportation	30.80
Colorado Assn Chief Of Police	Dues & Subscriptions	250.00
AT&T Mobility	Utility Services	613.84
Century Link	Utility Services	661.18
Hoffman, Parker, Wilson & Carberry PC	Legal	585.00
Eagle County Paramedic Services	Repair & Maintenance Services	375.00
Pye-Barker Fire & Safety LLC	Repair & Maintenance Services	85.00
Whitewater Express Carwash	Repair & Maintenance Services	85.95
Executech Utah LLC	Computer Support	12.88
Forward Tech Solutions, LLC	Computer Support	159.90
Domino's	Meeting Expense	59.99
Yeti's Grind	Meeting Expense	6.01
Colorado Mesa University	Tuition & Books	8,000.00
Dolan Consulting Group LLC	Tuition & Books	429.00
Eagle County Animal Control	Animal Control	5,270.00
Guardian Tracking, LLC	Contract Payments	816.00
High Country Copiers	Contract Payments	52.45
Xerox Financial Services LLC	Contract Payments	381.06
Total Public Safety		**$ 24,884.89**

Buildings & Grounds

Meritain Health	Health Insurance	1,103.62
Staples	Office Supplies	3.27
Alpine Lumber Co.	Repair & Maintenance Supplies	63.21
G & S Tool Clinic, LLC	Repair & Maintenance Supplies	69.98
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	414.32
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	530.18
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	179.68
Paint Bucket	Repair & Maintenance Supplies	67.72
Fleet Services	Gas & Oil	757.60
Glenwood Springs Auto Parts Inc	Gas & Oil	387.36
Forward Tech Solutions, LLC	Equipment (Non-Capital)	182.70
Home Depot Pro	Janitorial Supplies	925.10
G & S Tool Clinic, LLC	Communication & Transportation	10.98
Century Link	Utility Services	2,057.81
Holy Cross Energy	Utility Services	4,445.98
Verizon Wireless, Bellevue	Utility Services	123.23
Jerrymaster Janitorial	Janitorial Maintenance Contracts	2,158.00
Northwest Colo Council Of Gov.	Repair & Maintenance Services	600.00
Skyline Mechanical, Inc.	Repair & Maintenance Services	741.48

Buildings & Grounds (Cont.)		
Sno-White Linen Rental	Repair & Maintenance Services	426.09
Vail Honeywagon	Repair & Maintenance Services	267.00
Executech Utah LLC	Computer Support	188.13
Forward Tech Solutions, LLC	Computer Support	55.20
EventBrite	Tuition & Books	54.67
G H Daniels III & Associates	Contract Payments	4,000.00
Superior Alarm & Electronics	Contract Payments	480.00
Total Buildings & Grounds		**$ 20,293.31**
Information Center		
Century Link	Utility Services	211.71
Executech Utah LLC	Computer Support	51.50
Forward Tech Solutions, LLC	Computer Support	54.00
Total Information Center		**$ 317.21**
Marketing & Events		
Meritain Health	Health Insurance	294.30
Google Storage	Dues & Subscriptions	1.99
Verizon Wireless, Bellevue	Utilities	51.27
Executech Utah LLC	Computer Support	58.85
Forward Tech Solutions, LLC	Computer Support	22.00
Further Faster Media, LLC	Contract Services	16,000.00
Total Marketing & Events		**$ 16,428.41**
Engineering		
Meritain Health	Health Insurance	451.26
Staples	Office Supplies	21.77
Fleet Services	Gas & Oil	127.33
Verizon Wireless, Bellevue	Utility Services	134.43
Advanced Engineering & Environmental Svc	Professional Services	331.50
Hoffman, Parker, Wilson & Carberry PC	Legal	39.00
Executech Utah LLC	Computer Support	61.80
Forward Tech Solutions, LLC	Computer Support	43.73
Total Engineering		**1,210.82**
Total GENERAL FUND		**236,660.86**
CAPITAL IMPROVEMENTS FUND		
Forward Tech Solutions, LLC	Town Hall Improvements	19,027.50
Forward Tech Solutions, LLC	Town Hall Improvements	21,142.50
Northwest Colo Council Of Gov.	Project THOR	46,808.11
Uptown Services LLC	Project THOR	5,000.00
Super Vacuum Manufacturing Co Inc	Patrol Vehicles	1,384.87
Total CAPITAL IMPROVEMENTS FUND		**$ 93,362.98**

WASTE WATER FUND

Meritain Health	Health Insurance	1,292.95
Staples	Office Supplies	4.36
King Soopers Customer Charges	Operating Supplies	45.88
Polydyne Inc.	Operating Supplies	8,418.00
Battery Sharks	Repair & Maintenance Supplies	143.88
Fastenal Company	Repair & Maintenance Supplies	219.56
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	37.41
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	17.67
Mid-American Research Chemical	Repair & Maintenance Supplies	258.25
Water Technology Group	Repair & Maintenance Supplies	299.00
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	75.73
Fleet Services	Gas & Oil	139.57
Forward Tech Solutions, LLC	Equipment (Non-Capital)	913.50
Battery Sharks	Communication & Transportation	49.52
Mid-American Research Chemical	Communication & Transportation	24.09
Nextrust Inc	Communication & Transportation	338.78
Water Technology Group	Communication & Transportation	95.23
Century Link	Utility Services	506.83
Holy Cross Energy	Utility Services	21,426.21
Verizon Wireless, Bellevue	Utility Services	130.52
Hoffman, Parker, Wilson & Carberry PC	Legal & Audit	682.50
Veris Environmental LLC	Sludge Disposal	3,399.09
Executech Utah LLC	Computer Support	234.84
Forward Tech Solutions, LLC	Computer Support	91.25
Colo Dept Of Public Health & Environment	Testing & Permits	99.00
SGS North America Inc	Testing & Permits	1,012.34
Colorado Mtn. News Media	5-6th Street Wtr/Swr CIP	12.54
Total WASTE WATER FUND		**$ 39,968.50**

WATER FUND

Meritain Health	Health Insurance	1,496.02
Amazon	Office Supplies	31.81
Staples	Office Supplies	4.35
DPC Industries, Inc.	Operating Supplies	1,632.38
Amazon	Repair & Maintenance Supplies	39.56
Glenwood Springs Auto Parts Inc	Repair & Maintenance Supplies	4.46
Grand Junction Pipe & Supply	Repair & Maintenance Supplies	43.99
Gypsum Eagle Ace Hardware	Repair & Maintenance Supplies	28.88
USA Blue Book	Repair & Maintenance Supplies	1,381.02
Fleet Services	Gas & Oil	152.52
Forward Tech Solutions, LLC	Equipment (Non-Capital)	3,423.40
Core & Main LP	Meters & Related Items/Resale	24,923.00
Amazon	Communication & Transportation	9.95
Nextrust Inc	Communication & Transportation	338.78
USA Blue Book	Communication & Transportation	22.91
Colorado Mtn. News Media	Legal Notices	20.28

WATER FUND (Cont.)

AmeriGas	Utility Services	512.13
Century Link	Utility Services	1,978.54
Holy Cross Energy	Utility Services	20,500.74
Verizon Wireless, Bellevue	Utility Services	209.83
Colorado Mtn. News Media	Recruitment	644.25
Indeed	Recruitment	58.25
YourMember-Careers	Recruitment	399.00
Garfield & Hecht, P.C.	Legal	1,923.37
Hoffman, Parker, Wilson & Carberry PC	Legal	799.50
Vail Honeywagon	Repair & Maintenance Services	136.00
Kipp Land Surveying LLC	Mapping	600.00
SGS North America Inc	Testing & Permits	628.85
Executech Utah LLC	Computer Support	318.13
Forward Tech Solutions, LLC	Computer Support	144.44
US Bank Equipment Finance	Contract Payments	394.81
Colorado Mtn. News Media	5-6th Street Wtr/Swr CIP	16.62
Kipp Land Surveying LLC	Capital Expenditures	800.00
Garfield & Hecht, P.C.	Tank Replacement	78.00
Hoffman, Parker, Wilson & Carberry PC	Tank Replacement	78.00
Ground Engineering Consultants	Lower Basin Water Treatment	985.00
Schmueser, Gordon, Meyer Inc.	Lower Basin Water Treatment	88,093.19
Colorado Water Conservation Board	CWCB Principal	10,500.03
Colorado Water Conservation Board	Debt Service Interest	314.97
Total WATER FUND		**$ 163,666.96**

REFUSE FUND

Nextrust Inc	Communication & Transportation	338.78
Vail Honeywagon	Repair & Maintenance Service	463.00
Vail Honeywagon	Contract Services	48,792.00
Total REFUSE FUND		**$ 49,593.78**

SALES TAX CAPITAL IMPROVEMENTS FUND (STCIP)

Buchanan Sperline & Holleman PC	Legal	850.00
Garfield & Hecht, P.C.	Legal	468.00
Nv5, Inc	Construction	897.50
Total STCIP FUND		**$ 2,215.50**

OPEN SPACE FUND

Meritain Health	Health Insurance	8.83
Alpine Lumber Co.	Repair & Maintenance Supplies	44.83
Glenwood Springs Auto Parts Inc	Vehicle Repair & Maintenance Supplies	5.57
Fleet Services	Gas & Oil	76.57
Glenwood Springs Auto Parts Inc	Gas & Oil	21.36
Executech Utah LLC	Computer Support	43.18
Forward Tech Solutions, LLC	Computer Support	10.66
Mountain Pest Control, Inc.	Weed & Pest Control	490.00
Total OPEN SPACE FUND		**$ 701.00**

Total	**$ 586,169.58**
Payroll	**$ 300,148.76**
Grand Total	**$ 886,318.34**

To: Mayor and Town Council

From: Bill Shrum, Assistant to the Town Manager

Date: October 13, 2020

Agenda Item: Resolution No. 73, Series 2020, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Construction Contract with NeuComm Solutions for the Construction and Installation of a Telecom Shelter at the Public Works Facility.

REQUEST:

Staff requests that the Town Council review the proposal from NeuComm Solutions for the Public Works Telecom Shelter.

INTRODUCTION:

The Town determined in February 2020 that Town Hall was not an adequate location for the Project THOR Meet-Me Center due to the cost required to bring the location in line with access, infrastructure, HVAC, and electrical necessary to host a co-location site. Uptown Services, the Town's Broadband feasibility consultant, advised installing a stand-alone telecommunication shelter at Public Works. Such buildings are commonly used for hosting telecom equipment and can be prefabricated to include the specialized needs for telecom use.

With Resolution 15, Series 2020, the Town of Eagle applied for and subsequently received an Energy Impact Mineral Fund matching grant for $198,326 to assist with the installation of a telecom shelter at Public Works, and to build a fiber optic network connection to the site. The Town has been working with Uptown Services to manage this project. The award of this Telecom Shelter contract is a large component of the overall project.

ANALYSIS:

The Town published an RFP for this Telecommunication Shelter which concluded August 28, 2020. The following bids were received for a combination of site preparation, building fabrication, and installation.

- Advanced Tower Systems $259,670 42 weeks to completion
- EasTex Tower $233,798 26 weeks to completion
- NeuComm Solutions $206,332 25 weeks to completion
- Nicholas Construction $312,000 39 weeks to completion
- Vinco Inc. $326,252 20 weeks to completion

The EIAF Grant application has a budget of $188,821 for the fabrication of a shelter, and $46,305 for the site preparation and installation. Selecting NeuComm Solutions as the contractor for this project allows the construction and installation to take place within the budget available for the grant.
The Town will request a change order to amend the proposed design construction once the contract is awarded. The RFP proposed locating the backup generation supply within the envelope of the shelter. Our proposed change is to locate the generator outside the shelter and use the available space to expand the co-location racks anticipated by additional ISP's connecting to the Meet-Me Center. Initial conversations with applicants have suggested this change would only result in a nominal increase, if any, in the project cost. Final budget impacts will be determined after the selection of a vendor. Choosing the staff recommended vendor NeuComm Solutions would provide for roughly $28,000 in additional funds to accommodate the change and remain within budget.

COMMUNITY INPUT:

There has been no community input on this item.

BUDGET / STAFF IMPACT:

Selecting NeuComm as the contractor for this project is anticipated to save the Town money in comparison to the budget allocated to this project and available in conjunction with our grant award from DOLA. Uptown Services will continue to oversee the project installation as a part of their management expense.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The telecom shelter installation at public works directly helps the town implement broadband solutions, a specific action item of the Town's strategic goal to match infrastructure to quality of life.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** Resolution No. 73, Series 2020, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Construction Contract with NeuComm Solutions for the Construction and Installation of a Telecommunication Shelter at the Public Works Facility.

ATTACHMENTS:

Resolution 73-2020 – Telecom Shelter Award to NeuComm
Construction Contract for NeuComm Solutions for Council.pdf

TOWN OF EAGLE, COLORADO
RESOLUTION #73
(SERIES 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING A CONSTRUCTION CONTRACT WITH NEUCOMM SOLUTIONS FOR THE CONSTRUCTION AND INSTALLATION OF A TELECOM SHELTER AT THE PUBLIC WORKS FACILITY

WHEREAS, The Town of Eagle is a member of the Project THOR regional middle-mile fiber optic network; and

WHEREAS, The Town of Eagle requires a facility to host current and future needs to connect to Project THOR; and

WHEREAS, The Town of Eagle has received financial assistance from the State of Colorado for the construction of a telecommunication shelter at public works; and

WHEREAS, The Town's Strategic Plan Major Objective No 3 is to "Match Infrastructure to Quality of Life"; and

WHEREAS, The Town budgeted $235,126 for the construction and installation of a telecommunication shelter at the public works facility and is fully funded; and

WHEREAS, staff conducted a request for proposals which concluded August 28,2020 and selected NeuComm Solutions to perform the work; and

WHEREAS, staff is presenting a Construction Contract to the Council in the amount of $206,332,

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

Section 1. The Town Council hereby approves the attached Construction Contract and authorizes the Town Manager to execute such Construction Contract for the construction and installation of a telecom shelter at the public works facility.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on October 13, 2020.

TOWN OF EAGLE, COLORADO

By:_____
Scott Turnipseed, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

BIDDING AND CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF

A Telecommunication Shelter to be Installed at the Town of Eagle Public Works Facility

To be provided to the

TOWN OF EAGLE

OCTOBER 13, 2020

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NOT USED

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NOT USED

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NOT USED

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O. CONSTRUCTION DRAWINGS O-1

PART 1 – REQUEST FOR BIDS

SUBMITTAL DATE AND LOCATION:

Date of Request: August 7, 2020

Due Date for Bids: **August 28, 2020 by 5:00 P.M.**

Submit one copy of the Bid to:
Assistant to the Town Manager
Town of Eagle
200 Broadway
P.O. Box 609
Eagle, CO 81631

PUBLISHED IN Bidnet.com

DOCUMENT INSPECTION AND PROCUREMENT

The Bidding and Contract Documents may be inspected at the following locations:

The Town of Eagle
200 Broadway
Eagle, CO 81631

Hard copies of the Bidding and Contract Documents may be purchased from:

The Town of Eagle
200 Broadway
Eagle, CO 81631

The cost of each set (hard copy) of the Bidding and Contract Documents is $75.00 and is non-refundable. Alternatively, electronic versions of the Bidding and Contract Documents will be available to pick up for free on USB flash drive at the same location. Mailed electronic copies cost $10.00.

PART 2 - INSTRUCTIONS TO BIDDERS

2.1 A "Bid" is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a Bidder on the form supplied by the Town to provide the work specified in the Request for Bids for the compensation specified.

2.2 Bids shall be clearly marked with the work name, contact person, mailing address, and telephone number of the Bidder.

2.3 It shall be the responsibility of the Bidder to ensure that the Bid is in proper form and in the Town's possession by or before the time and date designated in the Request. Bids will not be accepted after the designated time and date. Any Bid received late will be returned to the Bidder unopened, if possible.

2.4 If a mistake is made or discovered during or after the Bid review, the Town reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the Town, in its sole reasonable discretion, shall decide whether to accept or reject the Bid. No advantage shall be taken by any party of manifest clerical errors or omissions in any Bid or the Contract Documents. Bidders shall notify the Town immediately of any errors or omissions that are encountered.

2.5 Any interlineation, alteration, or erasure shall be initialed by the Bidder. On the Bid, the price of each item shall be stated in numerals and words; in case of conflict, the words shall control. In the case of conflict between the indicated sum of any addition of figures and the correct sum, the correct sum shall control.

2.6 The Town shall not reimburse any Bidder for any cost incurred in preparing a Bid or attending equipment demonstrations, inspections, pre-bid conferences, or interviews.

2.7 Any amplification, clarification, explanation, interpretation, or correction of a Bid shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a Request for Bids. The Town is not responsible for any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda.

2.8 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or a corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown. Bids submitted by partnerships shall be executed in the partnership name and signed by a partner, and the legal address of the partnership shall be shown. Bids submitted by limited liability companies shall be executed in the company's name and signed by a member, and the legal address of the company shall be shown. Names and titles shall be typed or printed below each signature.

2.9 The following information shall be submitted with the Bid:

2.9.1. The names and resumes of staff personnel who will be assigned to the work.

2.9.2 A complete proposed scope of work and schedule, including any alternatives that can be identified. The Bidder is expected to review the work site prior to submittal of the Bid.

2.9.3 The names and addresses of any subcontractors who will be retained for the work.

2.9.4 A list of the Bidder's previous experience on construction of similar projects.

2.10 The submission of a Bid shall be conclusive evidence and a legal admission that the Bidder: (1) has no questions, complaints, or objections in connection with the Contract Documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; (2) has no questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the Bid; and (3) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the Contract Documents, the site and conditions of delivery, the Eagle Municipal Code, and other applicable law.

2.11 The contract will be awarded to the lowest responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Bid Request and these Instructions to Bidders. The Town reserves the right to determine, in its sole reasonable discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The Town does not base its award on prices alone. Also to be considered are: quality of product; past experience with the Bidder or any subcontractors, consultants, products or suppliers; qualifications of the Bidder and/or subcontractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.

2.12. The Town reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid to establish the experience, responsibility, reliability, references, reputation, qualifications, or financial ability of any Bidder, manufacturer or supplier. The purpose of such investigation is to satisfy the Town that the Bidder has the experience, resources, and commercial reputation necessary to supply the specified equipment and to perform the necessary warranty and product support in accordance with the Contract Documents in the prescribed manner and time.

2.13 Pursuant to C.R.S. § 8-19-101, if the Town's appropriation or expenditure of moneys for the work may be reasonably expected to exceed $500,000 in the aggregate for any fiscal year, a Colorado resident Bidder shall be allowed preference over a nonresident Bidder equal to the preference given or required by the state or foreign country in which the nonresident Bidder is a resident.

2.14. The Town reserves the right, if it deems such action to be in its best interests, to reject any and all Bids or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any Bidder shall be grounds for rejection of the Bid. If Bids are rejected, the Town further reserves the right to investigate and accept the next best Bid in order of ranking, or to reject all Bids and re-solicit for additional Bids.

2.15. No Bid shall include federal excise taxes or state or local sales or use taxes.

2.16. In the event of any claim, suit, or demand which may result from any Bid, or the award of any contract as a result of submission of a Bid, Colorado law shall govern any such claim, suit, or demand and the rights and duties of the parties.

2.17. The Bid, including all required documents, shall be submitted using the enclosed forms. The Summary and Bid Schedule shall be used for submitting the fees, and the completed forms shall be submitted in a separate sealed envelope. The Bidder shall also include with the Bid Schedule a breakdown of tasks that shows name, position, hours, and costs for each task.

2.18. Copies of the Contract Documents are available at the Town of Eagle, 200 Broadway, P.O. Box 609, Eagle, CO 81631.

2.19. All parts not specifically mentioned which are necessary in order to provide a complete unit, shall be included in the Bid. Any item listed as "Standard" in the manufacturer's published specification, furnished by the Bidder, is assumed to be included in the Bid. Any variations shall be outlined in writing, noting cost factors where applicable.

2.20. Bids shall be in accordance with the specifications contained in the attached Contract Documents. Should any requirement in the specifications not be included in manufacturer's specification sheets, the Bidder shall include with its Bid a statement of compliance. Failure to do so shall be grounds for disqualification of the Bid.

2.21. Each Bid shall include a statement of standard warranty of the manufacturer.

2.22 For all contracts in excess of $50,000, the Town requires a bid bond in the form of a corporate surety bond in the amount of 5% of the total Bid amount before the Town can accept and consider any Bid. Bids with the required bid bond shall be filed at office of the Town Clerk, 200 Broadway, P.O. Box 609, Eagle, CO 81631, with the fee schedule, bid schedule, and bid summary in a separate sealed envelope. Upon award, such bid bonds shall be returned to the unsuccessful Bidder(s). For the successful Bidder, the bid bond will be returned upon receipt of the required payment and performance bond, in the full amount of the contract price.

2.23 Any Bid received as a result of this request is prepared at the Bidder's expense and becomes Town property and is therefore a public record upon opening by the Town. No Bid may be withdrawn for a period of 60 days after the deadline for Bids.

BID FORM

The undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the price set opposite each item, if this Bid is accepted within 60 days of the due date. The undersigned also agrees to make delivery, or render service, within 10 days of receipt of the Notice to Proceed. The undersigned certifies that no federal, state, or local tax is included in the quoted prices and that none will be added.

Bidder acknowledges receipt of the following Addenda:

_____ _____
_____ _____
_____ _____

Name of Bidder: _____

Address: _____
_____

Telephone Number: _____

BID SUMMARY

Total Base Price:

$ _206,332.00_____

___Two hundred and six thousand, three hundred and thirty two._____
(in words)

BIDDER:

_NeuComm Solutions_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2020, by _____, as _____ of _____.

My commission expires:

(S E A L)

_____
Notary Public

BID SCHEDULE

To: Town of Eagle
200 Broadway
P.O. Box 609
Eagle, CO 81631

Work: Telecommunication Shelter Installation at Public Works

Pursuant to the request for bids for the above-named work and being familiar with all contractual requirements, therefore, the undersigned Bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, plant, transportation, services, and all other things necessary for the completion of the contractual work. All other work to complete the work but not specifically itemized shall also be included as incidental to the work cost. Contractor also agrees to pay all taxes and patent documents, within the time of completion of the contractual work and pay all taxes and patent costs, and perform the work in accordance with the time of completion set forth herein, for and in consideration of the following unit and lump sum prices:

3. Schedule

The following schedule identifies durations for the project. Note that the lead time for shelter manufacturing, including state approvals, is approximately 23 weeks; expedite can be discussed upon order. This will make the completion of the project early spring of 2021.

Milestone	Duration (Days = Business Days)
Notice to Proceed	
Order Shelter/Obtain Design Drawings	4 weeks
Town Approve Shelter Drawings	3 days
Obtain State Approval for Shelter	6 weeks
Cast Shelter	12 weeks (NOTE: runs in parallel with milestones below)
Complete A&E Drawings	15 days
Obtain BP	30 days
Site Locates	1 day
Clearing/grubbing	1 day
Shelter/grounding excavation	3 days
Foundation form/pour	4 days
Electrical Install	6 days (NOTE: runs in parallel with milestones below)
Underground low voltage excavation	2 days
Backfill/compact	1 day
Set shelter (following approved concrete break test)	1 day
Install gas line	3 days
Site restoration	1 day
Power plant install	1 day
Commission generator	1 day
Closeout	1 day
TOTAL FROM NTP TO CLOSEOUT	**25 weeks**

BIDDER:

_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2020, by _____, as _____ of _____.

My commission expires:

(S E A L)

_____
Notary Public

BIDDER'S QUALIFICATION STATEMENT

A Statement showing the qualifications of Bidder may be a prerequisite to the Bidder being awarded the Contract. The qualification statement is intended to assure the Town that a high degree of overall workmanship can be expected, and that the Work will be completed within the time limits contained in the Contract Documents.

All items on the statement must be answered in full and submitted within 48 hours of the Bid opening, if requested. The qualification statement will be reviewed by the Town after all Bids have been received and opened and prior to award.

The Bidder shall answer and furnish the following items for review:

1. Name of Bidder. _____

2. Permanent address and phone number of Bidder. _____

_____

3. Date company was organized. _____

4. If a corporation, where incorporated. _____

5. Number of years engaged in contracting business under present firm or trade name.

_____

6. Certified copy of financial statement prepared during current fiscal year as prepared for bank or bonding company, if applicable. _____

_____

7. List of current jobs new under contract, indicating client and telephone number, size, type of job and percentage of completion of each and date of completion. Provide two references for each project. (Use additional sheets if necessary).
_____

_____

_____

_____

8. List of projects of this size and complexity completed within the last 3 years along with contract amount, client's name and address. Provide Project Manager and Superintendent which will be working on the project. _____

_____

_____

_____

9. Have you ever failed to complete any work awarded to you? If so, when, where, and why?

_____

_____

_____

_____

10. Have you ever defaulted on a contract? If so, when, where, and why? _____

_____

_____

_____

11. List your major equipment available for this contract. _____

_____

_____

_____

12. On a separate sheet(s) provide a detailed written description (may include diagrams) of proposed construction sequencing, construction methodology, how flows will be maintained during construction, how traffic will be maintained, equipment storage, and material deliveries will be staged during construction. _____

_____

_____

_____

BIDDER:

_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2020, by _____, as _____ of _____.

My commission expires:

(S E A L)

_____
Notary Public

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this 13th day of October, 2020 (the "Effective Date"), by and between the Town of Eagle, a municipal corporation with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"), and NeuComm Solutions, an independent contractor with a principal place of business at 18168 E. Weaver Dr., Aurora, CO 80016 ("Contractor") (each a "Party" and collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Work. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

2. Bonds. Within 10 days of the date of this Contract, Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under this Contract, including the warranty. The bond shall remain in effect at least until 2 years after the date of final acceptance.

3. Commencement and Completion of Work. Contractor shall commence the Work within 10 days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished within 45 days of the Notice to Proceed unless the period for Substantial Completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within 60 days.

4. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed $206,332.00 The Town shall pay Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

5. Responsibility. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

6. Ownership. Any materials, items, and work specified in the Scope of Work, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of

such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

7. Illegal Aliens.

A. Certification. By entering into this Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

C. Verification.

1. If Contractor has employees, Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien who is performing work under this Contract, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Contract; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection a hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Contract; except that Contractor shall not terminate the contract with the subcontractor if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Contract.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Contract.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the attached "No Employee Affidavit." If Contractor wishes to verify the lawful presence of newly

hired employees who perform work under the Contract via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

8. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work under this Contract and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state of Colorado is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed $500,000 in the aggregate for any fiscal year.

9. Governing Law and Venue. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

10. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract.

11. Integration. This Contract and any attached exhibits constitute the entire Contract between Contractor and the Town, superseding all prior oral or written communications.

12. Third Parties. There are no intended third-party beneficiaries to this Contract.

13. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

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

15. Modification. This Contract may only be modified upon written agreement of the Parties.

16. Assignment. Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either party without the written consent of the other.

17. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

18. Rights and Remedies. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

19. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

IN WITNESS WHEREOF, this Construction Contract has been executed by the Parties as of the Effective Date.

TOWN OF EAGLE, COLORADO

_____
Brandy Reitter, Town Manager

ATTEST:

_____
Jenny Rakow, Town Clerk

CONTRACTOR

_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2020, by _____ as _____ of _____.

My commission expires:
(S E A L)

_____
Notary Public

EXHIBIT A
SCOPE OF WORK

See Attached Exhibit A

1. Introduction

The origin of NeuComm began over 25 years ago as a trusted relationship between the first woman construction manager in the industry (Karen Diack) at one of the major cellular Carriers and a newly established general contractor (Mountain Wireless Construction, MWC). From that point on, they built thousands of telecommunication sites that include towers and shelters in all types of terrain. Their experience and expertise lend themselves to the subject RFP, as NeuComm is well positioned to execute on the needs of the Town of Eagle. We are experienced in all phases of telecommunications construction, from planning and permit through closeout package.

In 2018, NeuComm became a formal company. Karen Diack and Ryan Hanson joined forces to fill a void in the industry providing quality telecom solutions focused on government project, with a hands-on approach. NeuComm is a woman-owned small business that brings together experienced telecom industry network leaders and premiere wireless general contractor expertise.

2. Methodology

Quality Control and Safety

At the end of this proposal is a graphical representation of our quality assurance methodology. This is our methodology for communication and schedule management and has proven itself a tool that helps NeuComm maintain extreme levels of accuracy and timeliness.

Safety is a result of constant awareness, hard work, and a commitment to employees and sub-contractors. We have mindset of zero injuries, which is reinforced daily and on every project. All staff are committed to stop work immediately to correct any unsafe conditions and to take corrective actions so work may proceed in a safe manner.

We have safety handbooks and manuals and we are compliant with OSHA and ANSI standards. Protecting our workers, our customers, partners, and the general public are of utmost importance to NeuComm.

Project Approach

The following outlines the approach NeuComm will take with the project. Town staff are welcome on site at any time during the project, provided they are wearing appropriate safety gear for the stage of the work.

a. Meet with Town staff to ensure detailed objectives and “must have/can’t have” items are well understood
b. Place order for shelter as this is the longest lead time item
c. Shelter manufacturer, Fibrebond, develop shelter drawings, gain State of Colorado approval (following Town approval of design)
d. Architecture & Engineering firm complete site drawings, including site plans, foundation design, and electrical drawings; incorporate shelter drawings from Fibrebond
e. Obtain Town approval of drawings, including shelter drawings
f. File for/obtain Building Permit, including electrical and gas line approvals
g. Clear area where shelter will reside, working with Town re: any landscaping that may be in the area
h. Excavate, form and pour concrete for shelter foundation, ensuring Town approvals/inspections are completed as the process moves along

i. Install and test ground ring around shelter, including obtaining inspections as required by the Town

j. Complete electrical installation, including rough and final permit inspections

k. In parallel with electrical install, complete underground work for low voltage conduit, obtaining inspections as required by the Town and coordinating with Holy Cross Electric

l. Set shelter (with crane)

m. Install gas line for generator, coordinating with Black Hills Energy and obtaining inspections by the Town as needed

n. Restore and grade site compound area

o. Install DC power/inverter system in shelter

p. Commission generator

q. Complete final inspections with Town inspectors

r. Conduct final site/punch list walk with Town representative

s. Send closeout package to Town representative, including test results, photos, permit close-out docs

3. Schedule

The following schedule identifies durations for the project. Note that the lead time for shelter manufacturing, including state approvals, is approximately 23 weeks; expedite can be discussed upon order. This will make the completion of the project early spring of 2021.

Milestone	Duration (Days = Business Days)
Notice to Proceed	
Order Shelter/Obtain Design Drawings	4 weeks
Town Approve Shelter Drawings	3 days
Obtain State Approval for Shelter	6 weeks
Cast Shelter	12 weeks (NOTE: runs in parallel with milestones below)
Complete A&E Drawings	15 days
Obtain BP	30 days
Site Locates	1 day
Clearing/grubbing	1 day
Shelter/grounding excavation	3 days
Foundation form/pour	4 days
Electrical Install	6 days (NOTE: runs in parallel with milestones below)
Underground low voltage excavation	2 days
Backfill/compact	1 day
Set shelter (following approved concrete break test)	1 day
Install gas line	3 days
Site restoration	1 day
Power plant install	1 day
Commission generator	1 day
Closeout	1 day
TOTAL FROM NTP TO CLOSEOUT	**25 weeks**

4. Qualifications of Key Personnel

NeuComm is a streamlined company with that will manage the project from start to finish. Town of Eagle will get Karen and Ryan as Project Manager and Quality Control Manager respectively. NeuComm has partnered with Mountain Wireless Construction and offers high quality services with an acute awareness to safety.

Karen Diack, Project Manager and Point of Contact

Location: Aurora, Colorado **Education:** Bachelor of Applied Science, Mathematics, University of Minnesota Duluth

Work History and Project Experience

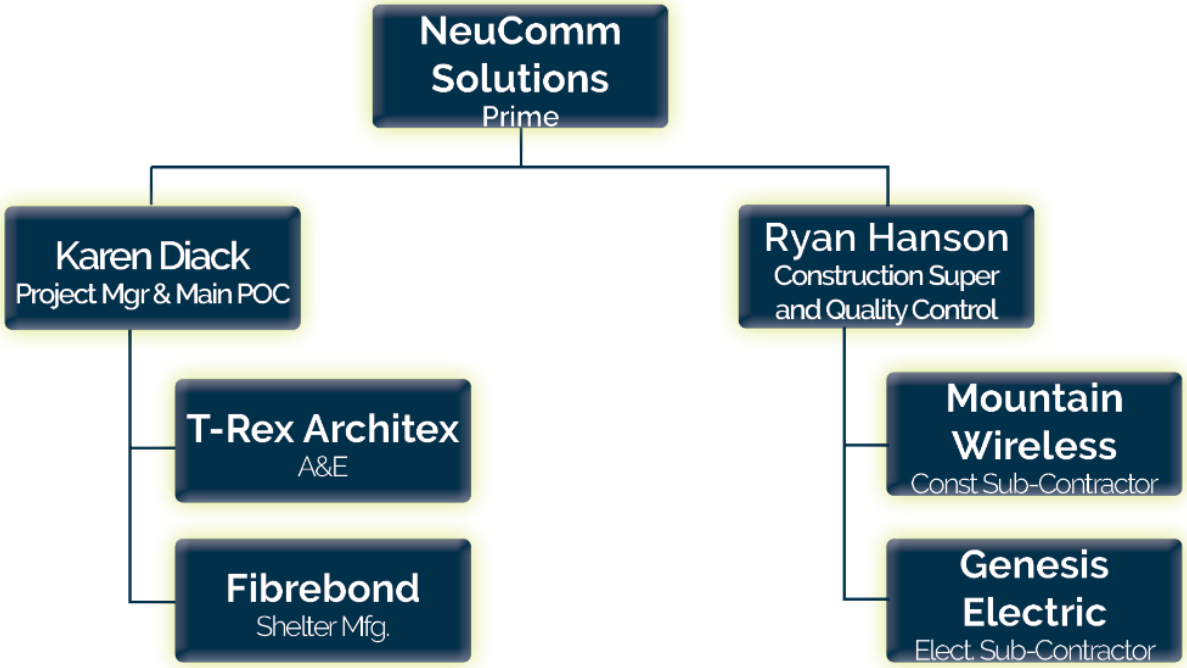
Karen's experience in the wireless industry began in 1991 doing regulatory work for Verizon Wireless' predecessor, U S West Cellular. Over the next 25+ years, she held a variety of leadership roles with Verizon Wireless as well as a wireless general contracting firm. Roles included Real Estate Manager, Equipment Engineer, Project Manager, Construction Manager, Transport (Interconnect) Manager, Budget Manager, and Contracts Manager. Throughout many of these roles, Karen has managed projects large and small. Karen has participated in development of numerous wireless systems, including implementation-related roles such as site location selection, compliance with federal and local jurisdictional requirements, zoning and construction drawing approvals, bid/award to general contractors, construction oversight, and budget management. Her leadership skills and depth and breadth of experience lend well to this project.

Ryan Hanson, Construction Supervisor and QC Manager

Location: Aurora, Colorado **Education:** Bachelor of Science, Architecture Engineering, University of Colorado Boulder

Work History and Project Experience

Ryan is the President of Mountain Wireless and Chief Operating Officer of NeuComm Solutions. Ryan has 25 years of experience in telecommunication and wireless construction and has over 50 employees under his leadership. Mountain Wireless holds Class A contractor licenses in Colorado, Wyoming and New Mexico. Ryan's responsibilities include direct oversight of all project supervisors and installers, and providing overall direction, coordination and evaluation of operating responsibilities. Estimating and bidding projects for cellular construction, coordinating the complete project installation, quality control, and closeout with customers, subcontractors, and personnel, including A&T, Verizon Wireless, T-Mobile and American Tower.



5. Experience and References

Glen Canyon Microwave, Page, Arizona

Project Description	Install 300' guyed tower in remote location, including road repair, foundation install, grounding, antenna/line install, relocation of antennas from existing tower to new; demo existing 400' guyed tower.
Project Owner's Name	Western Area Power Administration (DOE) – DSW Region
Owner's Contact Info	Tim Modjeski, 602-605-2650

Rio Nogales, San Antonio, Texas

Project Description	Design, provide and install 125' self-support tower, including grounding.
Project Owner's Name	CPS Energy (City of San Antonio, City Public Service utility division)
Owner's Contact Info	Cynthia Reyna, 210-353-2985

Communication Towers, Boulder, Colorado

Project Description	Install two self-support towers (100' and 150' respectively), associated foundations, grounding, at two separate locations in Boulder. Transport and install communication shelters and generators at each location.
Project Owner's Name	City of Boulder
Owner's Contact Info	Cam Johnson, 720-979-1376

6. Town Responsibilities

The responsibilities of the Town for the project include:

- Provide unrestricted access to the facility for construction
- Respond to questions and clarifications timely so as to avoid construction delays

7. Cost for Services

See Proposal Form D for pricing.

8. Conflict of Interest and Litigation

NeuComm Solutions staff have no relationships with any Town of Eagle personnel.

NeuComm Solutions has no past or pending litigation.

Quality Assurance Methodology

PROCESS CONTROLS	ISO CONTROLS: PLAN	ISO CONTROLS: IMPLEMENT (DO)	ISO CONTROLS: QUALITY (CHECK)
PROJECT MANAGEMENT	• Clearly define and optimize the project scope. • Create project in Active Oversight. • Identify tasks, dependencies, and deliverables. • List tasks and milestones with start and end dates within the scope of project. • Assign resource(s) to tasks.	• Gather and analyze data within the scope of project. • Develop sound designs using accurate design criteria and technical information. • Deliverables are sent to key personnel and prime contractor based on project due dates.	• Kickoff meeting to communicate overall plan. • scheduled assessment of overall project management to determine effectiveness. • Confirm resources are on task and understand over all scope and plan. • Provide weekly progress report.
QUALITY ASSURANCE	• Standardized language to maintain project consistency and clear communications. • Provide a standards document to subcontractors about the philosophy, requirements and role of project management, cost control, and quality assurance.	• For site visits - check with site POC for any access and safety requirements. • Scheduled calls with subcontractors to review tasks, due dates and deliverables. Have Q&A to address issues, concerns, and/or pass on lessons learned. • Project lead and Prime will make self available for individual issues or questions throughout project.	• Review deliverables from subcontractors to conform overall design standards and engineering codes. • Confirm team is receiving necessary support in the field from client. • Review overall package for consistency and organization.
COST CONTROL	• Setup project in project costing system with proper accounts, budgets and authorizations. • Identify reporting and create any special reports specific to project. • Add subcontractors to administrative process and system for invoicing and payments.	• Administer Payments to subcontractors and vendors. • Run weekly financial reports and track to budget.	• Audit report is reviewed by project manager and identify possible discrepencies. • Review budget to actuals and identify outliers. • Provide financial assessment.

FEEDBACK (ACT)

Improve processes and deliverables within specific tasks based on continual review by project manager and leads. Promptness is essential to meet the needs of project timeline.

PROPOSAL FORM D

PROPOSED PRICING SCHEDULE

Proposal of Cost Based on Proposed Scope of Services:

Proposed Services	Rate/Hour	Est. Quantity/Hrs	Extended Cost
Material - Shelter	$86,463	1	$86,463
Material - Generator	$ 20,178	1	$ 20,178
Material - DC Power/Inverter/Batteries	$ 11,190	1	$ 11,190
Material - Low Voltage Conduit, Gas Line	$ 3,347	1	$ 3,347
Material - Shelter Foundation & Grounding	$ 10,307	1	$ 10,307
Material/Labor - Electrical Install	$ 17,395	1	$ 17,395
Material/Labor/Equipment - Shelter Excavation	$ 9,229	1	$ 9,229
Labor - Install Shelter, incl Foundation & Grounding	$ 110	113	$ 12,430
Equipment - Crane for Shelter Install	$ 6,482	1	$ 6,482
Labor - Install DC Power/Inverter/Batteries	$ 110	14.5	$ 1,595
Labor - Install Low Voltage Conduit, Gas Line	$ 110	58	$6,380
Labor - Site Restoration	$ 110	43	$4,730
Labor - Architecture & Engineering	$ 110	42	$4,620
Labor - Permits	$ 110	24	$2,640
Fees - Permits	$2,548	1	$2,548
Project Management & Per Diem	$5,796	1	$5,796

Option: Add vault at shelter

Material	$672	1	$672
Labor	$110	3	$330

Total Cost as Proposed:

$ 205,330.00; with Option: $206,332.00

In blank above insert numbers for the sum of the bid.

NeuComm Solutions, LLC

Firm Name

Karen Diack, President

Name of Firm Representative

Representative Signature

FIBREBOND

From

Fibrebond
1300 Davenport Drive
Minden LA 71055
(800) 824-2614
www.fibrebond.com

To

NeuComm Solutions
Karen Diack
18168 E Weaver Dr
Aurora, CO 80016
karen@neucommsolutions.com
303.829.0023

Project Details

NeuComm Solutions Shelter

Eagle, CO
Manufacturing Location:
Minden, Louisiana

Fibrebond Business Unit:
Telecom

Business Development Contact:

Steve Hammett
steve.hammett@fibrebond.com
318.371.6369

Technical Sales Contact:
Shanna Cooper
shanna.cooper@fibrebond.com
318.371.6341

Proposal Reference #	Date
Q20094642SC	Sep 22, 2020

Q20094642SC
NeuComm Solutions Shelter
Eagle, CO

20.00	Feet Long (Outside Walls)	20' - 0"
	Feet Long (Inside Walls)	18' - 7"
10.00	Feet Wide (Outside Walls)	10' - 0"
	Feet Wide (Inside Walls)	8' - 7"
9.00	Feet High (Interior Ceiling Height)	9' - 0"

QTY	
1	Piece #1 Estimated Shipping Dimensions
20.50	Length (Feet)
10.50	Width (Feet)
10.54	Height (Feet)
38,300	Empty Weight (Lbs)
1,125	Equipment Weight (Lbs)
39,425	Total Weight Piece #1 (Lbs)

BUILDING DESIGN CRITERIA

	Area Classification - General Purpose Non-Hazardous
105	Roof Load (inclusive of Snow Load) - International Building Code (Current State-Adopted Revision) in psf
C	Terrain Category, "C" used as a minimum
1.00	Roof Load Importance Factor, "1" used as a minimum
100	Wind Load - International Building Code (Current State-Adopted Revision) in mph
C	Exposure Category, "C" used as a minimum
1.00	Wind Load Importance Factor, "1" used as a minimum
0	FT - Height of piers building will be installed on ("0" will be shown if building is installed on the ground)
C	Seismic Design Category, "C" used as a minimum
1.25	Seismic Importance Factor
III	Risk Category
150	Floor Loading - DL + LL
30	Lighting Level @ 30" above floor in Foot Candles

1	Equipment Center Quantity
1	Set of Certified Structural Design Calculations performed and stamped by a Professional Engineer in the state of Colorado.
1	**Drawings to include the Missouri State Certification.**
1	Set of HVAC Design Calculations

HVAC DESIGN CRITERIA

None	Redundancy
	Ambient Temperature Range
10	°F Minimum
95	°F Maximum
	Interior Temperature Range
60	°F Minimum
80	°F Maximum
10,000	Estimated Watts Interior Heat Load

27.5 Ceiling Insulation R-Value
26.9 Walls Insulation R-Value
3.9 Floor Insulation R-Value
6.54 Door Insulation R-Value
0 Number of persons
0 Ventilation air in CFM
Note - The following states require an Economizer on HVAC units: CO, ID, MO, MT, NV, TX, TN, UT, WA.

BUILDING CONSTRUCTION

Unit shall be a custom designed NEMA 3R structure with exterior walls and roof fabricated from materials specified below to house and protect the integrated electrical equipment contained inside from the exterior ambient conditions. NEMA 3R Enclosures are intended for outdoor use primarily to provide a degree of protection against falling rain, sleet and snow, and undamaged by the formation of ice on the enclosure.

Unit shall be designed and constructed with an integral structural base constructed of materials specified below, designed for the applicable floor loading, and allowing the unit to be lifted, transported, and set on the support foundation with the interior equipment installed.

Unit to be constructed of the following materials:

1 Concrete Base Frame
1 Exterior Wall Panels of Concrete
1 Roof Panels of Concrete
10.5 Partition Wall for Concrete Building - 2 HR Fire rated
- 10 • Fire wall
- 12 • Fire Rock, 1/2" X 4' X 8'
- 6 • Plywood, 1/2" Cdx
- 6 • Adhesive, Frnkln Tb Constructn
- 8 • Stud, Galvanized 3 5/8" x 120 1/4"
- 2 • Track, Galvanized 3 5/8" x 130"
- 5 • 3/8 Nupoly Interior Finish
- 5 • Molding, 9' V-193 White 1-Pc
- 2 • Molding, 2 1/4" x 12'-0" White Casing

INSULATION - Shown in Finish section

DOOR PACKAGES

1 EXTERIOR Door, 3070 16G Galv CY Prep 35 3/4" Standard Hinge Series S16-4 Polystyrene Core Premier
- 1 • Door, 3070 16G Galv CY Prep 35 3/4" Standard Hinge Series S16-4 Polystyrene Core Premier
- 1 • Door Frame Assembly 3070 4 Inch 14 Gauge Galvanized Single Rabbet with 1/2 Inch C Channel Premier
- 1 • Closer, Std Grade#3 Hyd.Door
- 3 • Stainless Steel Hinges
- 1 • Door Sweep
- 1 • Holder, 304Ss Model 5601 Door
- 1 • Lockguard, 5" X 7" Special
- 1 • Threshold
- 1 • Door Stop
- 1 • Strike Plate
- 2 • Handle, Door Pull (5-1/2")
- 1 • Deadbolt Lock, Best
- 1 • Core, Best SFIC Construction, Dark Green

1 • Weatherstrip, 3070 3-Pc Magnet
1 • Drip Strip, 42" Cast-In 18 Gauge Galvanized Steel, Edges Sprayed Cold Galv

1 EXTERIOR Door, 4070 RHR 16G Galv CY Prep 47 3/4" Standard Hinge Series S16-4 Polystryene Core Premier
1 • Door, 4070 16G Galv CY Prep 47 3/4" Standard Hinge Series S16-4 Polystryene Core Premier
1 • Door Frame Assembly 4070 4 Inch 14 Gauge Galvanized Single Rabbet with 1/2 Inch C Channel Premier
1 • Closer, Std Grade#3 Hyd.Door
3 • Stainless Steel Hinges
1 • Door Sweep
1 • Holder, 304Ss Model 5601 Door
1 • Lockguard, 5" X 7" Special
1 • Threshold, 48" Aluminum Panic
1 • Door Stop
1 • Strike Plate
2 • Handle, Door Pull (5-1/2")
1 • Deadbolt Lock, Best
1 • Core, Best SFIC Construction, Dark Green
1 • Weatherstrip, 4070 3-Pc Magnet

2 Magnetic Door Alarm Contacts
• Ademco# 7939-2GY
2 • Signal Circuit

FINISH

Exterior Finish - Exposed Aggregate
Interior Finish - NuPoly
Floor Finish - Tile

1 Interior Wall Finish - Concrete Building
15 • 3/8 Nupoly Interior Finish
13 • Molding, 9' V-193 White 1-Pc
17 • Sheetrock, 1/2" X 4' X 8'
17 • Foam, Thermasheath-3 RMAX 1 1/2" x 48" x 8' 9.5" (USA)
17 • Foam, Thermasheath-3 RMAX 2" x 48" x 12' (USA)

1 Exterior Wall Finish - Concrete Building
1 • Exposed Aggregate Exterior Finish
2.64 • Sealer, OKON Fibrebond Stain #249273
12.68 • Caulk, PRUROFLEX MS-30 Adhesive/Sealant 20oz sausage- Prarie Torque Tan
1.62 • Paint, Thorolastic Mesa Tan
0.09 • Grout, 5 Star V.O. Structural

1 Ceiling Finish - Concrete Building
5 • 3/8 Nupoly Interior Finish
4 • Molding, 12' V-193 White 1-Pc
6 • Molding 2 1/4"X12' Cove White Vinyl Nudo
7 • Sheetrock, 1/2" X 4' X 8'
7 • Foam, Thermasheath-3 RMAX 1 1/2" x 48" x 8' 9.5" (USA)
7 • Foam, Thermasheath-3 RMAX 2" x 48" x 12' (USA)

1 Aldo Roofing System - Concrete Building
0.26 • Roofing, AldoFabric 36" x 300' Aldo Florida Product Approval FL17054.1, Miami Dade NOA 14-0203.07
4.27 • Roofing, Aldocoat 374 Base Coat Gray Custom Viscosity Florida Product Approval Number FL17054.1, Miami Dade NOA 1

0.39 • Roofing, Aldocoat 400 Top Coat Custom Viscosity Florida Product Approval Number FL17054.1, Miami Dade NOA 14-0203.07

1 1/8" Tile over Concrete - Concrete Building

223 • Tile, 1/8" VCT Mannington Sandrift

3 • Adhesive, Franklin 920 Tile

6 • Molding, 2 1/4" x 12'-0" White Casing

ELECTRICAL UTILITIES

Conduit & Wire

Conduit Interior - Exposed EMT Conduit (compression fittings) as required by NEC.

- 1/2"Ø Minimum ANSI C80.3

Conduit Exterior - Exposed Rigid Galvanized Conduit as required by NEC.

- 3/4"Ø Minimum ANSI C80.1

Power Wiring - Type THHN / THWN #12AWG Stranded Minimum

- Temperature Rating 600V 90°C dry and 90°C wet
- Insulation - Flame Resistant PVC
- Meets UL "VW-1" flame test requirements
- HVAC Controls - #18AWG Thermostat Cable

Interior Lighting Fixtures

3 Fixture, 4' LED, CSA Compliant 4WNLED-LD4-40SL-F-UNV-L840-CD1-U

3 • Fixture, 4' LED, CSA Compliant 4WNLED-LD4-40SL-F-UNV-L840-CD1-U

• Power Circuit - 120VAC, 1Ø, 20A

2 Light Switch - Commercial Specification Grade

• 20AMP, 120V, Toggle Single-Pole AC Quiet Switch, Back-Wired

• Power Circuit - 120VAC, 1Ø, 20A

Exterior Lighting

1 Exterior Lighting 100W LED Wall Pack - suitable for installation in Class I Division II locations

• Stainless Steel external hardware

• 120/277VAC Input

1 Motion Detector

• Power Circuit - 120VAC, 1Ø, 20A

Receptacles

4 Interior Receptacle (Duplex)

• 20AMP, 125V GFCI, Specification Grade

• Power Circuit - 120VAC, 1Ø, 20A

1 Exterior Receptacle

• 20AMP, 125V GFCI, Specification Grade

• Power Circuit - 120VAC, 1Ø, 20A

EATON ELECTRICAL UTILITIES INSTALLED

1 Loadcenter, Cutler Hammer Plug Neutral, 200A, 1PH, Main Breaker, 42 Space #CHP42B200X7

1 • Cover, Cutler Hammer, Surface Mount, Plug Neutral for 150A or Greater MB LC, X7 #CHPX7BS

1 • Loadcenter Cutler Hammer Ground Bar

1 • Breaker Snap In Cutler Hammer 1 Pole 15A CH115

12 • Breaker Snap In Cutler Hammer 1 Pole 20A CH120

2 • Breaker Snap In Cutler Hammer 2 Pole 20A CH220

2 • Breaker Snap In Cutler Hammer 2 Pole 50A CH250

2 • Breaker Snap In Cutler Hammer 2 Pole 60A CH260

10 FT • Power Circuit - 120VAC, 1Ø, 200A from Source to AC Panel

GROUNDING

1 Halo Grounding System

- 30 EA • Clamp Assembly, 1/2" X 1" Ground
- 22 EA • C-Tap,1/0-#2 Main-#2-#12Br Org
- 44 EA • C-Tap, #2-#4 Main-#4-#12 Pink
- 9 EA • C-Tap, #6-8 Mn 6-12 Branch Brn
- 160 EA • Wire, #2 Solid Bare Tinned
- 4 EA • Lug, #2 Str. 2H Brown-1/4"Bolt
- 10 EA • Lug, #2 Sol 2H-3/8" W/Set Scrw
- 2 EA • Lug, #6 1-Hole Str.Blue-1/4"
- 16 EA • H-Tap, #2-#6 Run & #2-#6 Tap
- 1 EA • Cadweld 65# Plus20 Weld Metal
- 34 EA • Lug, #6 2 Hole
- 3 EA • Lug, #6 2-3/8"Hole W/1"Centers
- 78 FT • Wire, #2 Strand Green
- 78 FT • Wire, #6 Strand Green

1 1/4" X 4" X 20" GROUND BAR

- 1 GND BAR(1/4"x4"x20")
- 2 EA • Glastic Insulator
- 2 EA • Hat Bracket

1 1/4" X 4" X 20" TINNED GROUND BAR

- 1 TINNED GND BAR(1/4"x4"x20")
- 2 EA • Glastic Insulator
- 2 EA • Hat Bracket

CONTROL CIRCUITS IN CABLE TRAY - None provided at this time
POWER CIRCUITS (600V) - None provided at this time
CABLE TRAY / WIREWAY COMPONENTS - None provided at this time
BARD HVAC UNITS

2 Bard Mfg 2 Ton Wall-Mount A/C Unit w/ 5kW Heat and Control Module "J" - 11.0 EER, 240/200V-1PH, 60Hz

- Model# W24AB-A05BPXXXJ
- 33.3"W x 17.125"D x 70.563"H
- High & Low Pressure Switches
- R-410A Refrigerant
- Compressor anti-cycle relay
- Aluminum Finned Copper Coils
- Low ambient controls
- Pleated Filter (MERV 8)
- Alarm relay
- Non-Fusible Disconnect Switch w/ lockable, hinged access cover

Accessories included with above HVAC are as follows:

- 2 • Built-in Economizer System
- 2 • Supply Grill, 20" X 8"
- 2 • Return Grill, 20" X 12"
- 2 • 41" Drip Strip (2-3 Ton)
- 6 • Caulk, Silicone 10.1 Oz. Clear
- 2 • Drain Hose Assembly
- 2 • Power Circuit for HVAC Unit - 240VAC, 1Ø, 30A

HVAC ACCESSORIES

1 Bard Lead/Lag Controller #MC4002 with below features:

- (2) Cooling control stages for each A/C unit
- (1) Heating control stage for each unit
- Fire/Smoke shutdown

EXHAUST FANS

1 12" Exhaust Fan w/ Motorized Damper and Hood (730 CFM)

- 1 • 12" Exhaust Fan - Dayton #10D954
- 1 • 16" Control Damper - Dayton #4C557
- 1 • Motor, 100-240 Volt Vertical Shutter 24N064 Dayton MTR556-SP (USA)
- 1 • 16" Exhaust Sleeve
- 1 • 17" Hood, Painted
- 1 • Timer, 24-Hour Multi-Operational
- • Power Circuit - 120VAC, 1Ø, 20A

1 36" MOTORIZED EXHAUST DAMPER WITH HOOD

- 1 • Damper Low Leakage Exhaust 36 1/8" x 36 1/8" 2" Flange 16" Sleeve
- 1 • Vent Hood, 37" X 37" 90 Degree 22GA with Insect Screen Powder Coat Mesa Tan
- 1 • Actuator, 120V 2-Position Damper Use With Greenheck VCD-18 Dampers Honeywell MS4120F1006
- • Power Circuit - 120VAC, 1Ø, 20A

INTAKE DAMPERS

1 16" Motorized Intake Damper w/ Filter and Hood

- 1 • 16" Control Damper - Dayton #4C557
- 1 • 16" Exhaust Sleeve
- 1 • 16" X 16" X 1" Filter Frame
- 1 • 16" X 16" X 1" Filter
- 1 • 17" Hood, Painted
- 1 • Motor, 100-240 Volt Vertical Shutter 24N064 Dayton MTR556-SP (USA)
- • Power Circuit - 120VAC, 1Ø, 20A

CUMMINS GENERATOR & ATS

1 Interior generator, 25kW natural gas

- • 120/240V, 1PH, #C25N6

1 Interior automatic transfer switch, 200A

- • 120/240V, 1PH, 3-pole, #OTEC

1 Startup in Eagle, CO

FIRE/SAFETY

1 Photoelectric Smoke Detector, 120V

- • Gentex Detector #7100F
- 1 • Power Circuit - 120VAC, 1Ø, 20A
- 1 • Signal Circuit - 24VDC, 1Ø, 20A

1 **ALARM BLOCK - SEIMONS-#S66B4-50MH49**

1 Cover, 66 Block Clear Mc-4

1 Bracket, Siemon "66" Stand-Off

2 Thermostat, Spdt #1UHH2 - High and Low Alarms

SERVICES

1 Lot of In-House Material Handling Labor

1 In-House Inspection

1 Lot of assistance provided for Customer Inspection

1 Lot of Crane Loading on to Transportation

To: Mayor and Town Council

From: Jessica Lake, Planner I
Chad Phillips, Community Development Director

Date: October 13, 2020

Agenda Item: Eagle Landing at Brush Creek Townhomes, Phase 3 Townhome Plat

REQUEST:
The applicant, Gold Dust Capital Partners, LLC is requesting approval of a Final Plat to re-subdivide Tract B2 of Eagle Landing at Brush Creek Townhomes to create 11 townhome units and to define common elements and limited common elements.

INTRODUCTION:
In February of 2018, the Town Board of Trustees approved a Major Development Permit and executed a Development Improvements Agreement for Eagle Landing at Brush Creek Townhome project located at 58 Sylvan Lake Rd. The project was approved for 42 townhome units comprised of 38 two-bedroom and 4 one-bedroom units. The project was to be constructed in three phases; Phase 1 and Phase 2 have already been completed (see attached Phasing Plan).

The subject Plat is for Phase 3 as identified in the Development Permit and Development Improvements Agreement (DIA) for the project. This is the final phase of the project.

ANALYSIS:
The Final Plat has been reviewed by Public Works, Engineering, Planning, Town Attorney, and a third-party surveyor to ensure that the document has been prepared accordingly. All comments provided to the applicant have been adequately addressed. The letter of credit securing the required development improvements per the DIA is current and adequate.

Section 4.12.050. *The final plat is subject to the plat requirements set forth in Section 4.12.020(C)*.
Staff Comment: The Final Plat has been reviewed and meets the requirements of the Code which include project title, arrow, scale, vicinity map, legal description, basis for establishing bearing, acreage, labeling for ROW and streets, signature blocks and other specifics found in Section 4.12.020.C.2.f.

Section 4.12.050.B. *The final plat for condominium or townhouse units shall show the location of the existing or proposed building to be divided*.

Staff Comment: The locations of the buildings are reflected in the final plat. The location has been reviewed by staff for conformance with all previously approved plans.

Section 4.12.050.C. *The Town's Engineer or surveying consultant shall compare the legal description of the subject property with the county records to ensure that:*

a. *The property described contains all contiguous single ownership;*
b. *The lots and parcels have descriptions which both close and contain the area indicated; and*
c. *The plat is correct in accordance with surveying and platting standards of the State*.

Staff Comment: The third-party surveyor has reviewed the legal descriptions and subsequent requirements. All comments have been incorporated into the final plat to the satisfaction of the requirements.

Staff finds that the application complies with the Town's subdivision and zoning regulations.

COMMUNITY INPUT:
No public comments have been received for this application.

BUDGET / STAFF IMPACT:
No impact to budget or staff.

2020 STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:
The project supports Major Objective 9 – Diversify the Attainable Housing Stock to create opportunities for a diversified, attainable housing stock for a variety of rental and purchase options.

TOWN PLANNER RECOMMENDATION:
An Administrative Hearing was held on September 28, 2020 in conformance with Section 4.12.050 of the Land Use and Development Code. The purpose of the Administrative Hearing is to take public comment and make a recommendation to Council. No public comment was received.

Staff has reviewed this project for conformance with Chapter 4.12 of the Land Use and Development Code and finds that the project is in compliance and recommends approval with one condition:

1. The applicant shall correct the plat notes regarding the easements to ensure that the Town has sufficient access to the open space parcel and utility and drainage facilities and easements, with language approved by the Town Attorney.

PROPOSED MOTION AND FINDINGS:
I move to approve file #CT20-03 the Eagle Landing at Brush Creek Townhomes, Phase 3 Townhome Plat and Resolution No. 71, Series 2020 A Resolution of the Town Council of the Town of Eagle, Colorado Approving the Final Plat for Eagle Landing at Brush Creek Townhomes Phase

3, with a condition of approval that the applicant shall correct the plat notes regarding the easements to ensure that the Town has sufficient access to the open space parcel and utility and drainage facilities and easements with language approved by the Town Attorney, based on the following findings of fact:

Findings:

1. The proposed application is consistent with the provision of Chapter 4.12 of the Land Use and Development Code; and
2. The proposed application supports the existing Major Development Permit approval for Eagle Landing at Brush Creek Townhomes.

ATTACHMENTS:

- Resolution No. 71
- Final Plat Eagle Landing at Brush Creek Townhomes, Phase 3
- Approved Phasing Plan
- Application for a Townhome Plat
- Project Narrative for Eagle Landing at Brush Creek Townhomes Phase 3

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 71
(Series of 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING THE FINAL PLAT FOR EAGLE LANDING AT BRUSH CREEK TOWNHOMES PHASE 3

WHEREAS, Gold Dust Partners, LLC owns the real property located at 58 Sylvan Lake Road, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on August 21, 2020, Brad Hagedorn (the "Applicant") submitted an application to plat 11 residential units into townhouse lots and define common and limited common elements (the "Application");

WHEREAS, Town staff has determined that the Application complies with the Town's subdivision and zoning regulations; and

WHEREAS, the Town held a properly noticed public hearing on September 28, 2020 and recommended that the Town Council approve the Application; and

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

Section 1. The Town Council finds that the Application complies with all applicable provisions of the Eagle Municipal Code and that approval of the Application is in the best interest of the public health, safety and welfare.

Section 2. Based on the foregoing findings, the Town Council hereby approves the Application and the Final Plat for Eagle Landing at Brush Creek Townhomes Phase 3, subject to the following condition:

a. The applicant shall correct the plat notes regarding the easements to ensure that the Town has sufficient access to the open space parcel and utility and drainage facilities and easements, with language approved by the Town Attorney.

INTRODUCED, READ, PASSED AND ADOPTED ON OCTOBER 13, 2020.

TOWN OF EAGLE, COLORADO

_____
Scott Turnipseed, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

FINAL PLAT

EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 3

A RESUBDIVISION OF TRACT B2, EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 2B

TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

VICINITY MAP

GENERAL NOTES:

1) DATE OF SURVEY: AUGUST, 2020.

2) BEARINGS BASED UPON THE LINE CONNECTING THE MONUMENT FOUND IN PLACE MARKING THE BOUNDARY OF U.S. HIGHWAY 6 & 24, A 2 $\frac{1}{2}$" CDOT BRASS CAP MONUMENT SET IN CONCRETE AND THE MONUMENT FOUND IN PLACE MARKING THE POINT OF CURVATURE OF THE SUBJECT PARCEL BOUNDARY BEING A No. 5 REBAR WITH A 2" ALUMINUM CAP MARKED "PE & RLS #23089 EAGLE TOWN BOUNDARY", SAID BEARING BEING N66°51'21"E (PER THE RECORD PLAT OF WEST EAGLE ADDITION, FILING No. 2, RECORDED FEBRUARY 27, 2006) SEE SHEET 2.

3) MONUMENTATION AS INDICATED HEREON.

4) THE SOLE PURPOSES OF THIS PLAT ARE TO CREATE THE TOWNHOUSE UNITS AND TRACT B3 AS INDICATED HEREON.

5) THE BOUNDARY DIMENSIONS, EASEMENTS AND RIGHTS OF WAY SHOWN HEREON ARE PER THE RECORD PLAT FOR THE SUBJECT PROPERTY AND TITLE SEARCH PERFORMED BY LAND TITLE GUARANTEE COMPANY, ORDER No. VB50057709, DATED JULY 22, 2020 AT 5:00 P.M.

6) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

7) ALL REFERENCES TO RECORD DOCUMENTS ARE TO THOSE OF THE REAL ESTATE RECORDS OF THE OFFICE OF THE EAGLE COUNTY CLERK AND RECORDER.

8) UNITS INDICATED HEREON ARE IN U.S. SURVEY FEET.

9) THE OPEN SPACE EASEMENT CREATED BY THE PLAT OF EAGLE LANDING AT BRUSH CREEK TOWNHOMES RECORDED OCTOBER 29, 2018 AT RECEPTION No. 201818463 IS FOR THE PURPOSES OF FISHING ACCESS, RECREATIONAL TRAILS, PASSIVE OPEN SPACE AND LANDSCAPING AS DEFINED IN ORDINANCE NO. 25, SERIES 2013 RECORDED DECEMBER 10, 2013 UNDER RECEPTION NO. 201324382.

10) BY VIRTUE OF THIS PLAT THE TOWN OF EAGLE SHALL BE ALLOWED INGRESS AND EGRESS TO MAINTAIN PUBLIC UTILITY STRUCTURES AND THEIR ASSOCIATED EASEMENTS WITHIN THE SUBJECT PROPERTY UTILIZING ALL PRIVATE ROADS WITHIN THE EAGLE LANDING AT BRUSH CREEK TOWNHOMES PROPERTY.

PER THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE LANDING AT BRUSH CREEK TOWNHOMES ASSOCIATION, INC. RECORDED OCTOBER 29, 2018 UNDER RECEPTION No. 201818499 EAGLE LANDING AT BRUSH CREEK TOWNHOMES ARE SUBJECT TO THE FOLLOWING:

11) UTILITY EASEMENT - THERE IS A GENERAL EASEMENT UPON, ACROSS, OVER, IN, THROUGH, AND UNDER ALL OF THE PROPERTY FOR INGRESS AND EGRESS AND FOR INSTALLATION, REPLACEMENT, REPAIR, AND MAINTENANCE OF ALL UTILITIES, INCLUDING BUT NOT LIMITED TO WATER, SEWER, LANDSCAPING, IRRIGATION PIPE, CONDUITS, CONTROLS, AND COMPONENTS, GAS, TELEPHONE, DSL, FIBER OPTIC, ELECTRICITY, OR A CABLE COMMUNICATION SYSTEM. BY VIRTUE OF THIS EASEMENT, IT SHALL BE EXPRESSLY PERMISSIBLE AND PROPER FOR THE ENTITIES PROVIDING ELECTRICAL, TELEPHONE, AND OTHER COMMUNICATION SERVICES TO ERECT AND MAINTAIN THE NECESSARY EQUIPMENT ON THE PROPERTY AND TO AFFIX AND MAINTAIN ELECTRICAL, COMMUNICATIONS, AND TELEPHONE WIRES, CIRCUITS, AND CONDUITS UNDER THE PROPERTY. ANY UTILITY COMPANY OR ENTITY USING THIS GENERAL EASEMENT SHALL USE ITS BEST EFFORTS TO INSTALL AND MAINTAIN THE UTILITIES PROVIDED WITHOUT DISTURBING THE USES OF THE OWNERS, THE ASSOCIATION, AND DECLARANT; SHALL PROSECUTE ITS INSTALLATION AND MAINTENANCE ACTIVITIES AS PROMPTLY AS REASONABLY POSSIBLE; AND SHALL RESTORE THE SURFACE TO ITS ORIGINAL CONDITION AS SOON AS POSSIBLE AFTER COMPLETION OF ITS WORK. SHOULD ANY UTILITY COMPANY OR ENTITY FURNISHING A SERVICE COVERED BY THE GENERAL EASEMENT REQUEST A SPECIFIC EASEMENT BY SEPARATE RECORDABLE DOCUMENT, DECLARANT OR THE EXECUTIVE BOARD SHALL HAVE, AND ARE HEREBY GIVEN, THE RIGHT AND AUTHORITY TO GRANT SUCH EASEMENT UPON, ACROSS, OVER, OR UNDER ANY PART OR ALL OF THE PROPERTY WITHOUT CONFLICTING WITH THE TERMS HEREOF. THE EASEMENTS PROVIDED FOR IN THIS SECTION SHALL IN NO WAY AFFECT, AVOID, EXTINGUISH, OR MODIFY ANY OTHER RECORDED EASEMENT ON THE PROPERTY.

12) EMERGENCY ACCESS EASEMENT - A GENERAL EASEMENT IS GRANTED TO THE ASSOCIATION BOARD, ITS MANAGERS AND ALL POLICE, SHERIFF, FIRE PROTECTION, WILDLIFE, AMBULANCE, AND ALL OTHER SIMILAR EMERGENCY RESPONSE AGENCIES OR PERSONS TO ENTER UPON ALL STREETS· AND UPON THE PROPERTY IN THE PROPER PERFORMANCE OF THEIR DUTIES.

13) DRAINAGE EASEMENT - AN EASEMENT IS RESERVED TO DECLARANT AND ITS SUCCESSORS AND ASSIGNS AND GRANTED TO THE ASSOCIATION AND ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS TO ENTER UPON, ACROSS, OVER, IN, AND UNDER ANY PORTION OF THE PROJECT FOR THE PURPOSE OF CHANGING, CORRECTING, OR OTHERWISE MODIFYING THE GRADE OR DRAINAGE CHANNELS OF THE PROPERTY SO AS TO IMPROVE THE DRAINAGE OF WATER ON THE PROPERTY.

Gore Range Surveying, LLC
P.O Box 15
Avon, CO 81620
(970) 479-8698 • fax (970) 479-0055

Certificate of Ownership and Dedication

We, Gold Dust Capital Partners, LLC, a Colorado limited liability company, the sole owner in fee simple of all that real property described as follows:

Tract B2, Eagle Landing at Brush Creek Townhomes - Phase 2B, according to the plat thereof recorded May 18, 2020 under Reception No. 202007290, County of Eagle, State of Colorado

have by these presents laid out, platted and subdivided the same into units as shown on this plat and designate the same as Eagle Landing at Brush Creek Townhomes - Phase 3, situated in the Town of Eagle, County of Eagle, State of Colorado; and do hereby grant, convey, dedicate and set apart to the Town of Eagle, County of Eagle, Colorado, for public use the public lands shown hereon for their indicated public use and the utility and drainage easements shown hereon for utility and drainage purposes only.

We hereby accept the responsibility for the completion of all required public improvements for the Subdivision, and further, hereby grant the right to install and maintain all necessary structures to the entity responsible for providing the services for which the easements are established.

We further state that this subdivision shall be subject to the protective covenants filed and recorded for this subdivision in the offices of the Clerk and Recorder of Eagle County, Colorado, in Book _____ at Page _____, as Document No. _____.

EXECUTED this _____ day of _____, A.D., 2020.

Owner: Gold Dust Capital Partners, LLC
a Colorado limited liability company

By: _____
Bruce Hagedorn

Title: Managing Member

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing Certificate of Ownership was acknowledged before me this ____ day of _____, A.D., 2020, by Bruce Hagedorn as Managing Member of Gold Dust Capital Partners, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission expires:_____

_____
Notary Public

Mortgagee or Lienholders Certificate

ANB Bank does hereby certify that it is the holder of a deed of trust against the lands shown on this plat and hereby consents to the subdivision of the lands shown hereon.

EXECUTED this _____ day of _____, A.D., 2020.

By: _____
Cindy Medina

Title: President

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing Certificate of Ownership was acknowledged before me this ____ day of _____, A.D., 2020, by Cindy Medina as President of ANB Bank.

Witness my hand and official seal.

My Commission expires:_____

_____
Notary Public

Town Council Certificate

This plat approved by the BTown Council of the Town of Eagle, Colorado, this ____ day of _____, A.D., 2020, for filing with the Clerk and Recorder of Eagle County, Colorado; subject to the provisions that approval in no way obligates the Town of Eagle for financing or constructing of improvements on said lands, streets or easements dedicated to the public except as specifically agreed to by the Town Council of the Town of Eagle. Further, said approval in no way obligates the Town of Eagle for maintenance of public improvements until construction of said improvements has been completed in accordance with the Town of Eagle's specifications and the Town of Eagle has agreed to accept said improvements. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a building permit, development permit or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, road lighting, road signs, flood protection devices, drainage structures, and all other improvements that may be required shall be the responsibility of the owners designated hereon and not the Town of Eagle, unless otherwise specifically agreed to in writing by the Town Council.

Town of Eagle, Colorado

By: _____
Scott Turnipseed, Mayor

Witness my hand and seal of the Town of Eagle, Colorado

ATTEST:

_____
Jenny Rakow, Town Clerk

Planning Commission Certificate

This plat approved by the Town of Eagle Planning Commission the _____ day of _____, A.D., 2020.

_____
Matthew Hood, Chairman

Surveyor's Certificate

I, Samuel H. Ecker, do hereby certify that I am a professional land surveyor licensed under the laws of the State of Colorado, that this plat is a true, correct and complete plat of Eagle Landing at Brush Creek Townhomes - Phase 3, as laid out, platted, dedicated and shown hereon, that such plat was made from an accurate survey of said property by me and/or under my supervision, is based upon my knowledge, information and belief, is in accordance with applicable standards, is not a guaranty or warranty, either expressed or implied and correctly shows the location and dimensions of the lots, staked upon the ground in compliance with Title 38, Article 51, C.R.S., as amended, and all other regulations governing the subdivision of land.

Executed this _____ day of _____, A.D., 2020.

_____
Samuel H. Ecker
Colorado P.L.S. No. 30091

Certificate of Taxes Paid

I, the undersigned, do hereby certify that the entire amount of taxes and assessments due and payable upon all parcels of real estate described on this plat are paid in full as of _____.
Dated this _____ day of _____, A.D., 2020.

_____
Teak Simonton, Treasurer of Eagle County

Clerk and Recorder's Certificate

This Plat was filed for record in the office of the Eagle County Clerk and Recorder at_____ o'clock ___, on the_____ day of _____, 2020 and is duly recorded at Reception No._____.

EAGLE COUNTY CLERK AND RECORDER

By:_____, Deputy

Declarations or Protective Covenants are filed at Reception No. _____

EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 3
A RESUBDIVISION OF TRACT B2, EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 2B
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

DRAWN BY:	SE	DATE:	8/13/2020
CHECKED BY:	SE	DRAWING NO.:	18-1037plat4
JOB NO.:	18-1037	SHEET	1 OF 5

FINAL PLAT

EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 3

A RESUBDIVISION OF TRACT B2, EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 2B

TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

Title Certificate

Land Title Guarantee Company does hereby certify that it has examined the title to all lands shown on this Plat and that title to such lands is vested in Gold Dust Capital Partners, LLC, a Colorado limited liability company, free and clear of all liens and encumbrances, except as follows:

1) TERMS, CONDITIONS AND PROVISIONS OF A TEN FOOT WIDE EAGLE TELECOMMUNICATIONS INC./COLORADO RIGHT OF WAY EASEMENT FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, OPERATION AND MAINTENANCE OF A TELEPHONE LINE OR SYSTEM WITH APPURTENANT STRUCTURE RECORDED DECEMBER 24, 1985 IN BOOK 432 AT PAGE 779, AND AS SHOWN ON THE ALTA/ACSM SURVEY PREPARED BY ROGER W. MEYER, PLS NO. 26967, DATED MAY 8, 1999.

2) TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AND UTILITIES AGREEMENT BY AND BETWEEN EAST EAGLE RANCH LLC, A DELAWARE LIMITED LIABILITY COMPANY AND ROGER HESSLETINE RECORDED SEPTEMBER 08, 1999 AT RECEPTION NO. 707788, AND AS AMENDED IN INSTRUMENT RECORDED SEPTEMBER 26, 2000 AT RECEPTION NO. 740056.

3) RIGHT OF WAY EASEMENT AS GRANTED TO HOLY CROSS ENERGY IN INSTRUMENT RECORDED MARCH 22, 2000, AT RECEPTION NO. 725251.

4) TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 1, SERIES OF 2006 RECORDED FEBRUARY 27, 2006 AT RECEPTION NO. 200604680.

5) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WEST EAGLE ADDITION, FILING 2 RECORDED FEBRUARY 27, 2006 UNDER RECEPTION NO. 200604681.

6) TERMS, CONDITIONS AND PROVISIONS OF MAINTENANCE AND EASEMENT AGREEMENT RECORDED MAY 07, 2010 AT RECEPTION NO. 201008707.

7) TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 25, SERIES 2013 RECORDED DECEMBER 10, 2013 UNDER RECEPTION NO. 201324382.

8) TERMS, CONDITIONS AND PROVISIONS OF PUBLIC SEWER EASEMENT AND AGREEMENT RECORDED OCTOBER 26, 2016 AT RECEPTION NO. 201618090.

9) TERMS, CONDITIONS AND PROVISIONS OF DEVELOPMENT IMPROVEMENTS AGREEMENT, SYLVAN LAKE ROUND-ABOUT PLANNED UNIT DEVELOPMENT RECORDED JANUARY 23, 2017 AT RECEPTION NO. 201701157.

10) TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 29 (SERIES OF 2016) RECORDED JANUARY 27, 2017 AT RECEPTION NO. 201701532.

11) TERMS, CONDITIONS AND PROVISIONS OF TOWN OF EAGLE DEVELOPMENT IMPROVEMENTS, ESCROW AND DISBURSEMENT AGREEMENT RECORDED JANUARY 27, 2017 AT RECEPTION NO. 201701533.

12) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN AMENDED AND RESTATED MAINTENANCE AND EASEMENT AGREEMENT RECORDED FEBRUARY 7, 2018 UNDER RECEPTION NO. 201802098.

13) TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 05 (SERIES OF 2018) RECORDED MARCH 23, 2018 AT RECEPTION NO. 201804385.

14) TERMS, CONDITIONS AND PROVISIONS OF TRENCH, CONDUIT, AND VAULT AGREEMENT RECORDED JUNE 12, 2018 AT RECEPTION NO. 201809972.

15) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF EAGLE LANDING AT BRUSH CREEK TOWNHOMES RECORDED OCTOBER 29, 2018 UNDER RECEPTION NO. 201818463 AND EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 2 RECORDED AUGUST 21, 2019 UNDER RECEPTION No. 201913450 AND EAGLE LANDING AT BRUSH CREEK TOWNHOMES-PHASE 2B RECORDED MAY 18, 2020 UNDER RECEPTION NO. 202007290 AND THE AFFIDAVIT OF CORRECTION RECORDED MAY 27, 2020 UNDER RECEPTION NO. 202007823.

16) RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED OCTOBER 29, 2018, UNDER RECEPTION NO. 201818499 AND FIRST SUPPLEMENT THERETO RECORDED SEPTEMBER 6, 2019 UNDER RECEPTION No.201914671 AND SECOND SUPPLEMENT THERETO RECORDED MAY 22, 2020 UNDER RECEPTION No. 202007631.

17) TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN HOLY CROSS ENERGY UNDERGROUND RIGHT-OF-WAY EASEMENT RECORDED MARCH 07, 2019 UNDER RECEPTION NO. 201903128.

18) TERMS, CONDITIONS AND PROVISIONS OF TRENCH, CONDUIT, AND VAULT AGREEMENT RECORDED NOVEMBER 22, 2019 AT RECEPTION NO. 201920001.

19) TERMS, CONDITIONS AND PROVISIONS OF HOLY CROSS ENERGY UNDERGROUND RIGHT-OF-WAY EASEMENT RECORDED NOVEMBER 22, 2019 AT RECEPTION NO. 201920002.

20) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF WEST EAGLE ADDITION RECORDED JANUARY 03, 1977 UNDER RECEPTION NO. 147565.

_____

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_____

_____

_____

_____

Executed this _____ day of _____, A.D., 2020.

_____
Title Examiner

Gore Range Surveying, LLC
P.O Box 15
Avon, CO 81620
(970) 479-8698 • fax (970) 479-0055

EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 3
A RESUBDIVISION OF TRACT B2, EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 2B
TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

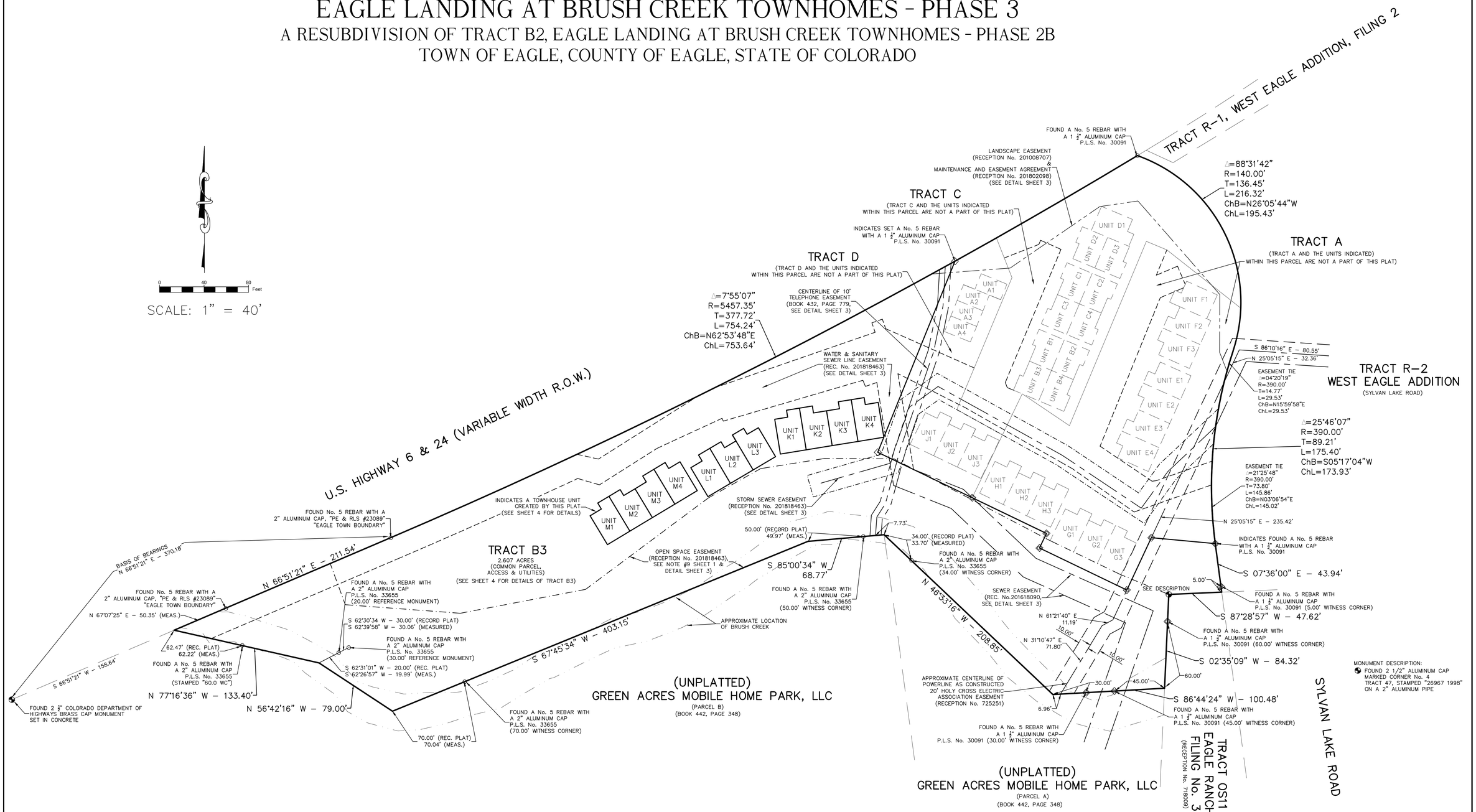
DRAWN BY:	SE	DATE:	8/13/2020
CHECKED BY:	SE	DRAWING NO.:	18-1037plat4
JOB NO.:	18-1037	SHEET	2 OF 5

FINAL PLAT

EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 3

A RESUBDIVISION OF TRACT B2, EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 2B

TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO



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FINAL PLAT

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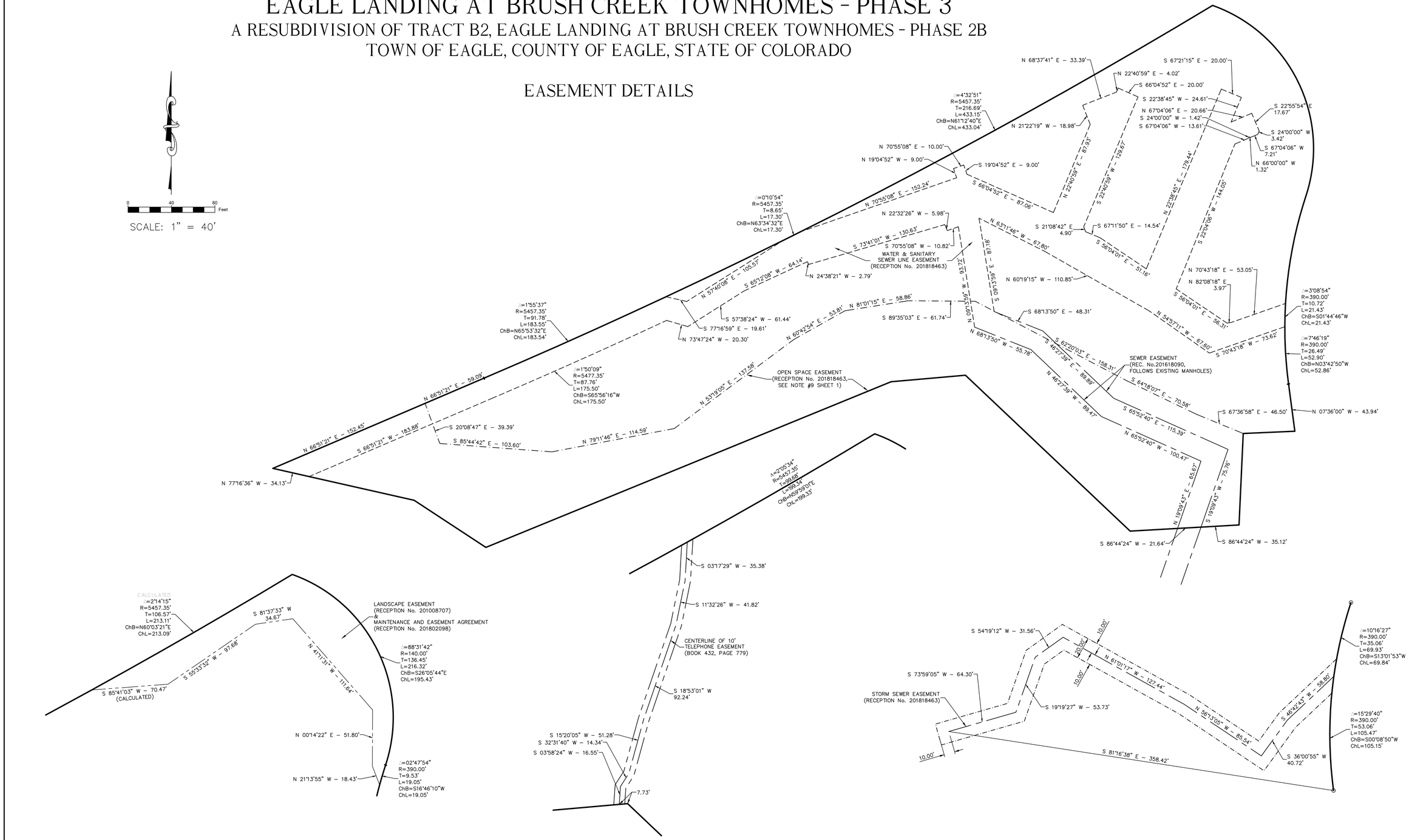
A RESUBDIVISION OF TRACT B2, EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 2B

TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

EASEMENT DETAILS



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FINAL PLAT

EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 3

A RESUBDIVISION OF TRACT B2, EAGLE LANDING AT BRUSH CREEK TOWNHOMES - PHASE 2B

TOWN OF EAGLE, COUNTY OF EAGLE, STATE OF COLORADO

UNIT AND TRACT B3 DETAILS

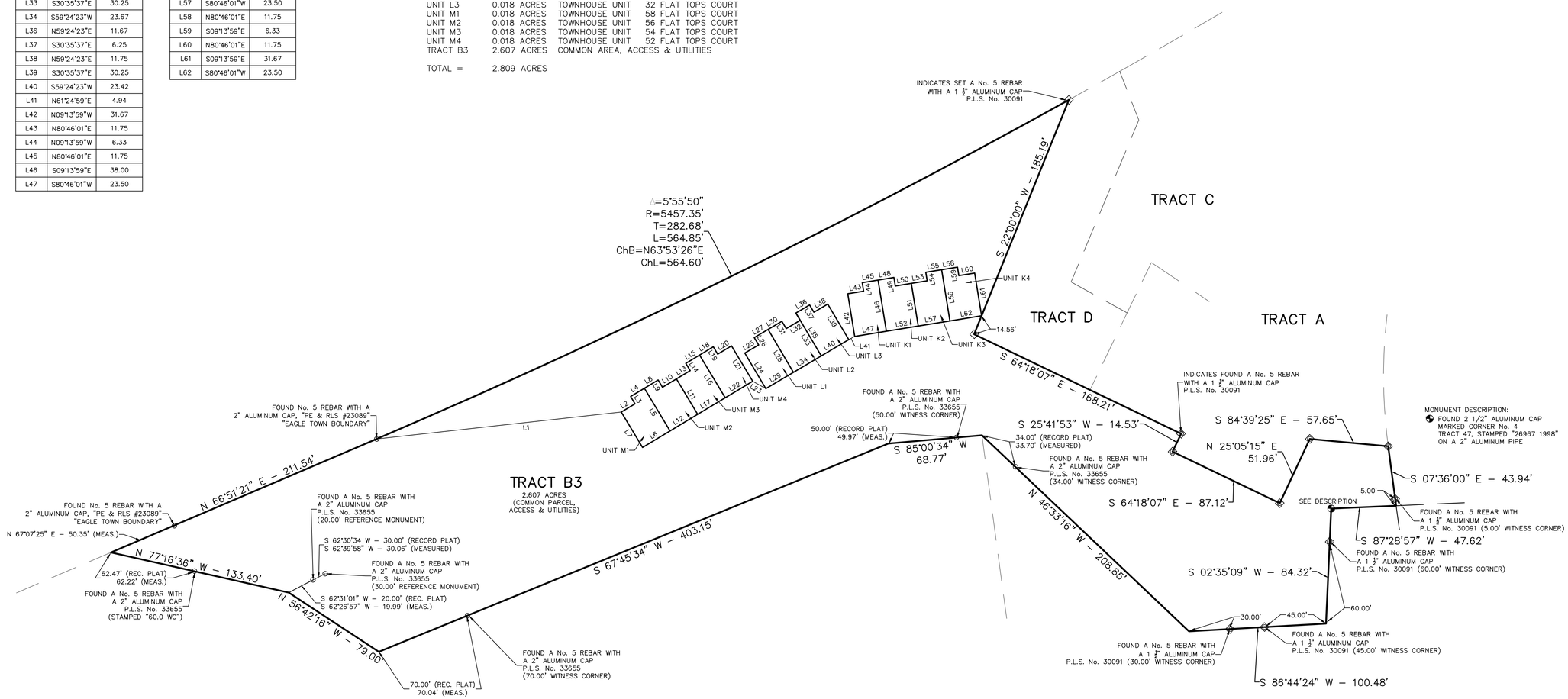
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N83°43'16"E	180.24
L2	N59°00'00"E	11.75
L3	N31°00'00"W	6.25
L4	N59°00'00"E	11.75
L5	S31°00'00"E	36.50
L6	S59°00'00"W	23.50
L7	N31°00'00"W	30.25
L8	N59°00'00"E	11.75
L9	S31°00'00"E	6.25
L10	N59°00'00"E	11.88
L11	S31°00'00"E	30.25
L12	S59°00'00"W	23.62
L13	N59°00'00"E	11.79
L14	N31°00'00"W	6.25
L15	N59°00'00"E	11.75
L16	S31°00'00"E	36.50
L17	S59°00'00"W	23.54
L18	N59°00'00"E	11.75
L19	S31°00'00"E	6.25
L20	N59°00'00"E	11.75
L21	S31°00'00"E	30.25
L22	S59°00'00"W	23.50
L23	S60°32'12"E	10.99

LINE TABLE		
LINE #	BEARING	DISTANCE
L24	N30°35'37"W	30.25
L25	N59°24'23"E	11.75
L26	N30°35'37"W	6.25
L27	N59°24'23"E	11.75
L28	S30°35'37"E	36.50
L29	S59°24'23"W	23.50
L30	N59°24'23"E	11.75
L31	S30°35'37"E	6.25
L32	N59°24'23"E	11.92
L33	S30°35'37"E	30.25
L34	S59°24'23"W	23.67
L36	N59°24'23"E	11.67
L37	S30°35'37"E	6.25
L38	N59°24'23"E	11.75
L39	S30°35'37"E	30.25
L40	S59°24'23"W	23.42
L41	N61°24'59"E	4.94
L42	N09°13'59"W	31.67
L43	N80°46'01"E	11.75
L44	N09°13'59"W	6.33
L45	N80°46'01"E	11.75
L46	S09°13'59"E	38.00
L47	S80°46'01"W	23.50

LINE TABLE		
LINE #	BEARING	DISTANCE
L48	N80°46'01"E	11.75
L49	S09°13'59"E	6.33
L50	N80°46'01"E	11.92
L51	S09°13'59"E	31.67
L52	S80°46'01"W	23.67
L53	N80°46'01"E	11.75
L54	N09°13'59"W	6.33
L55	N80°46'01"E	11.75
L56	S09°13'59"E	38.00
L57	S80°46'01"W	23.50
L58	N80°46'01"E	11.75
L59	S09°13'59"E	6.33
L60	N80°46'01"E	11.75
L61	S09°13'59"E	31.67
L62	S80°46'01"W	23.50

LAND USE SUMMARY:

PARCEL	AREA	USE	ADDRESS
UNIT K1	0.019 ACRES	TOWNHOUSE UNIT	18 FLAT TOPS COURT
UNIT K2	0.019 ACRES	TOWNHOUSE UNIT	16 FLAT TOPS COURT
UNIT K3	0.019 ACRES	TOWNHOUSE UNIT	14 FLAT TOPS COURT
UNIT K4	0.019 ACRES	TOWNHOUSE UNIT	12 FLAT TOPS COURT
UNIT L1	0.018 ACRES	TOWNHOUSE UNIT	36 FLAT TOPS COURT
UNIT L2	0.018 ACRES	TOWNHOUSE UNIT	34 FLAT TOPS COURT
UNIT L3	0.018 ACRES	TOWNHOUSE UNIT	32 FLAT TOPS COURT
UNIT M1	0.018 ACRES	TOWNHOUSE UNIT	58 FLAT TOPS COURT
UNIT M2	0.018 ACRES	TOWNHOUSE UNIT	56 FLAT TOPS COURT
UNIT M3	0.018 ACRES	TOWNHOUSE UNIT	54 FLAT TOPS COURT
UNIT M4	0.018 ACRES	TOWNHOUSE UNIT	52 FLAT TOPS COURT
TRACT B3	2.607 ACRES	COMMON AREA, ACCESS & UTILITIES	
TOTAL =	2.809 ACRES		



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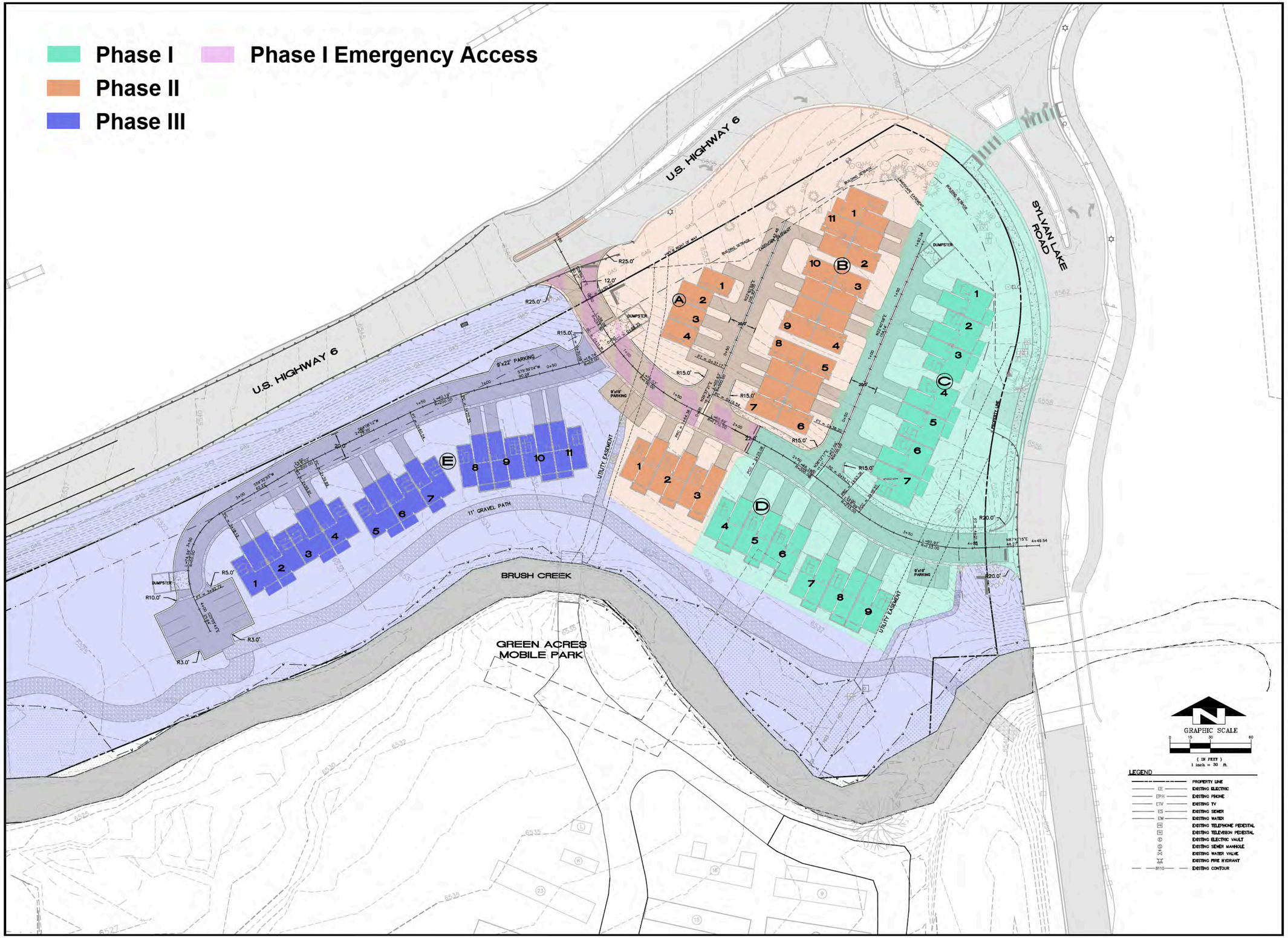


Eagle Landing at Brush Creek
Phasing Plan

TOWN OF EAGLE
COMMUNITY DEVELOPMENT
200 BROADWAY • PO BOX 609 • EAGLE, CO 81631
PHONE: 970-328-9655 • FAX: 970-328-9656
www.townofeagle.org

LAND USE & DEVELOPMENT APPLICATION

Pursuant to the Land Use & Development Code, Title 4

ZONING REVIEW	DEVELOPMENT REVIEW	SUBDIVISION REVIEW
☐ Special Use Permit ☐ Zoning Variance ☐ Rezoning ☐ Temporary Use Permit ☐ Amendment to Zone District Regulations ☐ Encroachment Permit	☐ Minor Development Permit ☐ Major Development Permit **PLANNED UNIT DEVELOPMENT (PUD) REVIEW** ☐ PUD Zoning Plan ☐ PUD Development Plan	☐ Concept Plan ☐ Preliminary Plan ☒ Final Plat ☐ Lot Line Adjustment ☐ Condominium / Townhouse ☐ Minor Subdivision

PROJECT NAME Eagle Landing at Brush Creek

PRESENT ZONE DISTRICT PUD PROPOSED ZONE DISTRICT N/A
(if applicable)

LOCATION

STREET ADDRESS 58 Sylvan Lake Rd, Eagle, CO 81631

PROPERTY DESCRIPTION

SUBDIVISION Eagle Landing at Brush Creek LOT(S) B2 BLOCK _____
(attach legal description if not part of a subdivision)

DESCRIPTION OF APPLICATION/PURPOSE Resubdivision for Phase 3 of the Eagle Landing at Brushe Creek project

APPLICANT NAME Gold Dust Capital Partners, LLC PHONE (570) 269-3690

ADDRESS PO Box 1672, Eagle, CO 81631 EMAIL brad@arcwestproperties.com

OWNER OF RECORD Gold Dust Capital Partners, LLC PHONE (570) 269-3690

ADDRESS PO Box 1672, Eagle, CO 81631 EMAIL brad@arcwestproperties.com

REPRESENTATIVE* _____ PHONE _____

ADDRESS _____ EMAIL _____

*A representative must submit an affidavit or power of attorney signed by the property owner of record authorizing the representation.

APPLICATION SUBMITTAL ITEMS:

The following submittal materials must be submitted in full before the application will be deemed complete (please check all items that are being submitted):

☐ Applicable fees and deposits.

☐ Project Narrative, describing the project, its compliance with any applicable review criteria, any impacts to the surrounding area, and any other relevant information.

☐ Surrounding and interested Property Ownership Report (see project specific checklist for more information).

☐ Proof of Ownership (ownership & encumbrance report) for subject property.

☐ Site Plan, drawn to scale and depicting the locations and boundaries of existing and proposed lots and structures.

☐ Project specific checklist.

FEES AND DEPOSITS:
See Eagle Municipal Code Section 4.03.080

1. Application fees shall be paid in full at the time of the filing of the application and unless paid, the application shall not be deemed complete. All fees are nonrefundable.
2. As described in Eagle Municipal Code § 4.03.080, third-party consultants may be necessary for the review and processing of applications. These costs ("pass-through costs") must be paid by the applicant. If pass-through costs are expected, the applicant must pay a deposit at the time the application is filed. If at any time the deposit does not fully cover the pass-through costs, the applicant must pay another subsequent deposit before the Town will continue processing the application.
3. The Town may withhold the recording of any Subdivision Final Plat or Development Plan or the signing of any Resolution or Ordinance until all pass-through fees are paid in full.
4. Within 30 days of approval or denial of an application, any remaining deposit shall be returned to the applicant. If an application is withdrawn, any remaining deposit shall be returned to the applicant within 60 days.

I have read the application form and certify that the information contained herein is correct and accurate to the best of my knowledge. I understand that it is my responsibility to provide the Town with accurate information related to this application. I UNDERSTAND THAT FILING AN APPLICATION IS NOT A GUARANTEE THAT THE APPLICATION WILL BE APPROVED.

_____ 8/21/20
Signature Date

FOR OFFICE USE ONLY
DATE RECEIVED _____ BY _____ FILE NUMBER _____
REVIEW FEE _____ DATE PAID _____ RECEIVED BY _____
DATE CERTIFIED COMPLETE _____ BY _____
P&Z HEARING DATE _____ DECISION _____
BOT HEARING DATE _____ DECISION _____

EAGLE LANDING AT BRUSH CREEK
GOLD DUST CAPITAL PARTNERS, LLC

PO Box 1672, Eagle, CO 81631

August 21, 2020

Town of Eagle
200 Broadway
Eagle, CO 81631

Re: General Development Information

Dear Town of Eagle:

Please accept this as Gold Dust Capital Partners' submittal for Final Plat for a portion of Phase III of the Eagle Landing at Brush Creek project.

The submitted plat is in substantial conformance with the conditions set forth in the Development Improvement Agreement (DIA) recorded under reception #201804385 governing the development of Eagle Landing at Brush Creek. The final plat conforms with the preliminary plat and also conforms with the plans and engineering accepting by the Town of Eagle during the DIA approval process. It maintains all easements and accesses required for service of utilities and public improvements. The plat also formalizes the townhome lot lines proposed in the DIA and is in conformance with the plans previously approve by the Town of Eagle.

It complies with the goals, policies, and regulations of the Town of Eagle by further developing the parcel in conformance with the aforementioned DIA and the associated Major Land Development Permit. Specifically:

- The project / plat develops a vacant lot and continues to fill in gaps and strengthen the street edge along the Highway 6 corridor, per section 4.07.090.B.1 of the Town of Eagle municipal code.
- The project / plat creates a distinct edge between the highway ROW and private property through the use of landscaping as approved in the DIA, per section 4.07.090.B.2 of the Town of Eagle municipal code.
- The project / plat protects adjacent neighborhoods through the use of landscaping as approved in the DIA, per section 4.07.090.B.3 of the Town of Eagle municipal code.

- The plat application complies with the policies and regulations of the Town of Eagle by following the administrative procedures set forth in the Subdivision Review section of the Town of Eagle municipal code, 4.12.
- The project / plat furthers the Strategic Plan of the Town of Eagle by improving housing availability through construction of 42 new townhomes, and improves affordability by offering the lowest priced new construction housing in the Town of Eagle.

Sincerely,

Brad Hagedorn

Eagle Landing at Brush Creek
Gold Dust Capital partners, LLC

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 71
(Series of 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING THE FINAL PLAT FOR EAGLE LANDING AT BRUSH CREEK TOWNHOMES PHASE 3

WHEREAS, Gold Dust Partners, LLC owns the real property located at 58 Sylvan Lake Road, Town of Eagle, Eagle County, Colorado (the "Property");

WHEREAS, on August 21, 2020, Brad Hagedorn (the "Applicant") submitted an application to plat 11 residential units into townhouse lots and define common and limited common elements (the "Application");

WHEREAS, Town staff has determined that the Application complies with the Town's subdivision and zoning regulations; and

WHEREAS, the Town held a properly noticed public hearing on September 28, 2020 and recommended that the Town Council approve the Application; and

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

Section 1. The Town Council finds that the Application complies with all applicable provisions of the Eagle Municipal Code and that approval of the Application is in the best interest of the public health, safety and welfare.

Section 2. Based on the foregoing findings, the Town Council hereby approves the Application and the Final Plat for Eagle Landing at Brush Creek Townhomes Phase 3, subject to the following condition:

a. The applicant shall correct the plat notes regarding the easements to ensure that the Town has sufficient access to the open space parcel and utility and drainage facilities and easements, with language approved by the Town Attorney.

INTRODUCED, READ, PASSED AND ADOPTED ON OCTOBER 13, 2020.

TOWN OF EAGLE, COLORADO

_____
Scott Turnipseed, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

To: Mayor and Town Council

From: Bill Shrum, Assistant to the Town Manager

Date: October 13, 2020

Agenda Item: Resolution 72, Series 2020, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Services Agreement with ARC Abatement Inc. for the Abatement of Asbestos at 410 Broadway.

REQUEST:

Staff requests that the Town Council review the proposal from ARC Abatement to complete the asbestos abatement at 410 Broadway.

INTRODUCTION:

On October 8, 2019, the Board of Trustees for the Town of Eagle approved Resolution 42-2019, a grant request to the Colorado Department of Public Health and Environment (CDPHE) for asbestos abatement at 410 Broadway. This resolution concluded an RFQ process that began in June 2019, when ARC Abatement was selected as the contractor to perform the service of abatement.

Work on 410 Broadway was postponed from a planned April 2020 start date due to COVID-19. Work had begun on August 30, 2020 and concluded as scheduled on September 18, 2020. The Town of Eagle received independent verification of complete asbestos abatement from Element Environmental on September 15, 2020 stating that the work was performed to CDPHE standards.

ANALYSIS:

The Town of Eagle awarded the contract to ARC Abatement after conducting an RFQ process as part of the CDPHE Brownfield Grant application. The contract needs to be affirmed by the Town Council because it is for a total of $73,675. Independent verification demonstrates that ARC Abatement completed the work properly. The CDPHE Brownfield Grant is a 100% reimbursement grant after work is performed, and on Tuesday, October 6th, CDPHE confirmed via email that all grant documents had been submitted and the Town would receive 100% reimbursement for the expense.

COMMUNITY INPUT:

There has been no community input on this item.

BUDGET / STAFF IMPACT:

There is no budget impact to the approval of this contract. CDPHE will reimburse the Town 100% for the expense.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

Removing the asbestos at 410 Broadway improved public health and safety, as well as encouraged economic development in the Downtown core.

RECOMMENDED ACTION OR PROPOSED MOTION:

Staff recommends the Council make a motion to **approve** or **deny** Resolution 72, Series 2020, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Services Agreement with ARC Abatement Inc. for the Abatement of Asbestos at 410 Broadway.

ATTACHMENTS:

Resolution 72-2020 Asbestos Abatement.pdf
ARC Abatement PSA + SOW.pdf

TOWN OF EAGLE, COLORADO
RESOLUTION No. 72
(SERIES 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ARC ABATEMENT INC. FOR THE ABATEMENT OF ASBESTOS AT 410 BROADWAY

WHEREAS, The Town of Eagle is responsible for the public health, safety, and clean environment for its residents; and

WHEREAS, Brownfield clean-up assistance programs has been provided through the State of Colorado Department of Public Health and the Environment; and

WHEREAS, One of the Town of Eagle's Guiding Principles is to Protect Public Health, Safety, and the Environment; and

WHEREAS, The Town is receiving a 100% reimbursement amount of $73,675 the Colorado Department of Public Health and Environment; and

WHEREAS; staff conducted a request for proposals which concluded in the summer of 2019 and selected ARC Abatement Inc. to perform the work; and

WHEREAS, Independent verification of hazard mitigation affirms the work has been completed to standards set to maintain public health and safety; and

WHEREAS, staff is presenting a Professional Services Agreement to the Council in the amount of $73,675,

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

Section 1. The Town Council hereby approves the attached Professional Services Agreement and authorizes the Town Manager to execute such Professional Service Agreement for the asbestos abatement at 410 Broadway.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on October 13, 2020.

TOWN OF EAGLE, COLORADO

By:_____
Scott Turnipseed, Mayor

ATTEST:

_____

Jenny Rakow, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 27th day of August, 2020 (the "Effective Date"), by and between the Town of Eagle, 200 Broadway, Eagle, CO 81631, a Colorado statutory municipal corporation (the "Town"), and ARC Abatement Inc, an independent contractor with a principal place of business at 225 S. 12th St., Waco TX 76701 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor $73,675 as a 'Not-to-Exceed' Fee for services as described in

Exhibit A. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other

obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $1,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests' provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $1,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability

under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. CONFIDENTIAL INFORMATION

The Town expressly acknowledges that the Contractor now possesses or will possess information of a confidential or secret nature in both written and unwritten form that has unique commercial value ("Confidential Information"). For purposes of this Agreement, Confidential Information includes, without limitation, trade secrets, processes, methods, computer programs or databases, data, know-how, inventions, improvements, techniques, marketing plans, product plans, strategies, and forecasts. The Town expressly acknowledges that the Town's relationship with the Contractor creates a relationship of trust and confidence between the Town and the Contactor with respect to the Confidential Information and covenants not to use, disclose, disseminate, re-brand or solicit the use of said Confidential Information unless mandated by law or governing statutes, or the Contractor provides prior written consent.

X. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

XI. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

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

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

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

TOWN OF EAGLE, COLORADO

_____
Town Manager

ATTEST:

_____
Jenny Rakow, Town Clerk

CONTRACTOR

By: _____

STATE OF TEXAS)
) ss.
COUNTY OF McLENNAN)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 27th day of August, 2020, by Kieran McQuade as COntracts Manager of ARC Abatement Inc..

My commission expires:
July 25, 2022

(SEAL)

MEREDITH KAE FERGUSON
Notary Public, State of Texas
Comm. Expires 07-25-2022
Notary ID 125773867

Meredith Kae Ferguson
Notary Public

EXHIBIT A
SCOPE OF SERVICES

Proposed Scope of Services

Scope of work for asbestos abatement at 410 Broadway, Eagle, CO 81631 includes the following:

3,000 square feet fiberboard paneling, 1,000 square feet painted/textured cloth from the living room ceiling, 200 square feet resilient floor tile and mastic, 3,000 square feet transite siding from the exterior of the residence and garage, and one window from the garage.

Transite siding on the North side of the building is not accessible because of the narrow space between the residence and the neighboring building. Transite will be removed to arm's reach at each end- following abatement, demolition must be carefully conducted to drop the north wall inward, causing as little breakage to transite siding as possible. ARC will mobilize back in to remove the remaining siding.

Removal of non-hazardous materials up to 5 cubic yards to facilitate abatement throughout.

3rd party air clearance report.

Spill clean-up, including disposal of contents found throughout the structure.

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Eagle (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence <u>and</u> identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program and provide such verification to the Town.

_____ _____

Signature Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

ARC Abatement Inc. as a public contractor under contract with the Town of Eagle (the "Town"), hereby affirm that:

1. We have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. We have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. We have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature _____ Date 8-27-20

STATE OF TEXAS)
) ss.
COUNTY OF McLENNAN)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 27th day of August, 2020, by Kieran McQuade as Contracts Manager of ARC Abatement Inc..

My commission expires: July 25, 2022

(SEAL)

MEREDITH KAE FERGUSON
Notary Public, State of Texas
Comm. Expires 07-25-2022
Notary ID 125773867

Meredith Kae Ferguson
Notary Public

Accountable-Responsive-Cost Effective

STANDARD PROPOSAL
Colorado Division
7180 W. 117th Avenue, Suite E, Broomfield, CO 80020

March 6, 2020
Bill Shrum
Assistant to the Town Manager
Town of Eagle
200 Broadway Street
Eagle, CO 81631

Proposal # P20-087
Sent Via: bill.shrum@townofeagle.org
Project Address: Interior/Exterior Asbestos Abatement
410 Broadway Street
Eagle, CO 81631

Dear: Mr. Shrum

On behalf of ARC Abatement Inc., I would like to thank you for the opportunity to provide this proposal on the above referenced project. It is our desire to provide you with a quality solution to your project needs. As a highly qualified contractor, I feel our experience, financial strength, and contracting techniques enable us to assure you a professionally completed project.

Scope of Work:

Asbestos abatement scope of work includes the following: 3,000 square feet fiberboard paneling, 1,000 square feet painted/textured cloth from the living room ceiling, 200 square feet resilient floor tile and mastic, 3,000 square feet transite siding from the exterior of the residence and garage, and one window from the garage.

Transite siding on the North side of the building is not accessible because of the narrow space between the residence and the neighboring building. Transite will be removed to arm's reach at each end- following abatement, demolition must be carefully conducted to drop the north wall inward, causing as little breakage to transite siding as possible. ARC will mobilize back in to remove the remaining siding.

Proposal is written to include spill clean-up, including disposal of contents found throughout the structure.

Price: $73,675.00

Seventy-three thousand, six hundred seventy-five dollars.

Duration: Fifteen (15) working days.

ARC ABATEMENT

Accountable-Responsive-Cost Effective

Proposal Terms: **Proposal #** P20-087

1. **Includes costs for labor, material and applicable taxes.**
2. **Compliance with federal, state, and local laws.**
3. **Site conditions being reasonably similar to those at the time of inspection.**
4. **Reasonable interpretation of existing conditions based upon Owner provided information of the work area.**
5. **No contingency or consideration given for delays to the work. If delays occur price may require renegotiation.**
6. **Air monitoring for our workforce as per Federal, State, and local regulations is included in our price. Any additional air monitoring will be paid by Owner unless stated as an inclusion in the scope section above.**
7. **Not Applicable**
8. **Final clearances will be provided by ARC's consultant.**
9. **Pricing based on normal working hours. Overtime required by Owner will constitute and additional cost.**
10. **Single mobilization to the site unless otherwise indicated.**
11. **Owner provide adequate electricity, owner provide potable water, owner to provide on-site parking and sufficient storage space for materials and equipment. Utility connections to be adjacent to work area and compatible with ARC's needs.**
12. **All non-stationary items are to be removed by Owner prior to the start of work unless otherwise noted in Scope.**
13. **ARC will not be liable for damage to items left in the work area.**
14. **All HVAC systems within the containment areas must be shut down and locked out by Owner.**
15. **Proposal based on ARC standard terms and conditions.**
16. **ARC will employ reasonable efforts to minimize damage to surface and work areas and Owner agrees ARC will not held liable for any damages from the construction of containments required to perform the Scope of Work.**
17. **Client agrees that ARC has been given permission by the property owner to enter the premises, perform the Scope of Work, use any plans or drawings of the project, and agrees to hold harmless and defend ARC employees, officers and representatives for any and all claims, costs or damages that result from the performance of the Scope of Work in the absence of gross neglect or willful misconduct of ARC or it's representatives. ARC is expressly authorized to sign any required disposal forms on behalf of the Owner or generator of any waste removed from the site.**
18. **Payment and performance bonds are not included in this proposal.**
19. **Unforeseen conditions may exist at the worksite and as such the Scope of Work is specific and does not include any such unforeseen conditions or contingencies. Additional work, if required will be priced separately.**
20. **This proposal may be withdrawn or modified for any reason if not accepted within sixty (60) days from date above.**
21. **All invoices are due upon receipt and are expected to be paid within 30 days.**

Upon acceptance of this proposal client will receive an electronic service agreement. If you have questions regarding this proposal please refer to my contact information below. ***No work will commence until the ARC Services Agreement has been fully executed.***

Sincerely,

Mercedes Fradl

Mercedes Fradl - Project Manager
(970) 208-0120
MercedesFradl@ARCabatement.com

☐ **ACCEPTED** _____

Client Email Address

Please indicate your acceptance of this proposal by checking the "Accepted" box, inserting your email address, and returning the proposal to your ARC representative. Upon receipt a Service Agreement will be emailed to the address above for your review and electronic signature.

To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: October 13, 2020

Re: Town Manager Report

Administration & Organization

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

- Wastewater/broadband TABOR enterprise ordinance
- Water Conservation and Efficiency Plan
- 2019 Audit Presentation

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

- October 13 – 2021 Budget presentation
- October 27 – Public Hearing
- November 10 – Public hearing
- November 24 – Public hearing
- December 8 – Adopt 2021 Budget

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

- The operations for the Town of Eagle remain the same with no changes.
- The County is still working on revised public health orders to adopt the State's COVID-19 meter.

Hiring Process Update – Town is making progress on the hiring process for the Open Space and Trails Manager and Public Works postion:

- Open Space & Trails Manager – The position closed and the team is setting up interviews for the last 2 weeks of October.

- Public Works Director – The position closed on October 15 and the review of applications will occure over the next two weeks. Staff will schedule interviews in early November.

Economic Development & Planning

West Eagle Housing Project

- Eagle County and the Town have started the process on planning for this project.
- The County is developing the RFP for a developer this month and then they will send the document to the Town for review and comments.
- The current schedule is to issue the RFP on December 10, 2020.
- It will be important that this project aligns with the Brush Creek Road extension so the Town can make sure that future infrastructure improvements meet the needs of the development.

Highway 6 Corridor Master Plan

- Once the contract with Zehren and Associates is approved, staff will set up a kick-off meeting.
- In the meantime, Zehren will begin the survey work this fall before the winter settles in.
- Town wrapped up the citizen committee process and we have approximately 8 people who are interested.
- On October 27, staff will bring a resolution appointing community members to the committee.
- Staff is in the process of setting up a kickoff meeting in November for the project.

Project THOR and Broadband

- Once the Town Council authorizes staff to proceed forward with collecting more information on the project, the process for soliciting construction and financing bids will begin.
- In addition to broadband, the bid process will begin on refinancing the wastewater enterprise debt to take advantage of historic interest rates.
- Staff will bring ordinances for the Town Council to review when it is appropriate. Regardless of what the Town Council decides, staff strongly recommends moving forward with the refinance of wastewater debt.

Information Technology

- Work is completed on the technology upgrades in the Council Chambers. Testing the system is taking place and hopefully the Town Council can have in person meetings in early November, if not sooner.

River Park

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

- The project team met on October 8 to finalize the response to the Army Corps. as a result of the guidance provided to mitigate concerns. Everything has been completed and the fish byspass maintenance will be completed by the end of the year.
- The Town completed the remaining items on Eagle County's punchlist and NV5 is notifying them next week. We still do not know if the County will convey the land and annex the park yet.

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

- October 16 – Mayors Managers Roundtable
- October 21 – COVID-19 Manager's Taskforce
- October 22 – NWCCOG Council Meeting

Sincerely,

Brandy Reitter
Town Manager

Town Council Requests – Once items are completed they are deleted from the list		
Request Date	Request	Status
N/A	Meet with Scott/Ellen on Eagle Ranch Housing Corp partnership	Cancelled
N/A	Frost Creek Wildlife meeting	In progress
N/A	Strategy for STR memo	In progress
N/A	Plan for Mobile vending communication	In progress
N/A	Set up a LERP sub-committee	In progress
N/A	Strategic Plan edits	Completed
N/A	Receipt at the end of the year for council salary donations	Scheduled
N/A	Make the strategic goals match the objectives	Completed
N/A	Agenda Item: Plastic Bag and TREX discussion	Scheduled 10/27
N/A	Agenda Item: PRV/Hydro	Scheduled 10/27
N/A	Agenda Item: Fairgrounds annexation	Scheduled 11/10
N/A	Set up tracking spreadsheet for town manager to track council tasks	Completed
N/A	Work with Scott on in-person meetings	Ongoing
9/22/20	Bring back LBWTP back to the council in a month	Pending
9/22/20	Bring back ballot resolutions	Completed
9/22/20	Send Council broadband document history	Completed

To: Mayor and Town Council

From: Brandy Reitter, Town Manager, and Department Leads

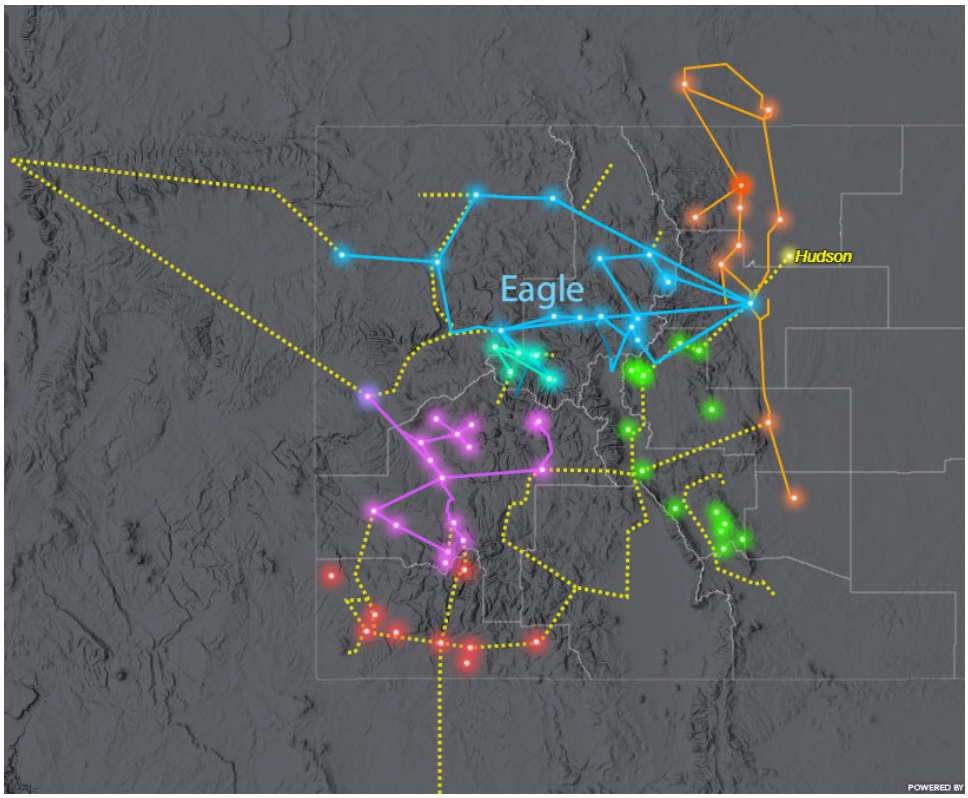
Date: October 13, 2020

Re: Department Updates for September 2020

ASSISTANT TO THE TOWN MANAGER

Project THOR and Broadband

- NWCCOG is working with DORA and DOLA to expand the statewide connections for Project THOR. Additional service and connections are detailed in this presentation. https://storymaps.arcgis.com/stories/2f4f60830c3246b99eaefdb72df21e51



What does this mean for Eagle and Project THOR?

- Wholesale price equity between rural/urban centers

    - Redundant geographic service, resilient connections
    - Educational opportunities with connections to state universities and federal labs
    - Expanded opportunities for secure, direct networks between communities

- NWCCOG has worked with Direct Internet Access providers to bring a second, lower cost option to the network. These savings apply for both the Town and third parties connecting to the Meet-Me Center for DIA service.
- Grand County has announced a plan to make significant investments in their communities to expand the Project THOR footprint.

Information Technology

- Council Chamber A/V upgrades are expected to be completed next week. Testing, training, and final configurations to follow.
- Six staff workstations and/or laptops have been replaced and upgraded. Two more are scheduled for 2020.

Downtown Broadway

- ARTWalk is hosting another immersive experience on Friday October 9th. The scavenger hunt requires interactive use of technology, investigating different participating stores and restaurants during ARTWalk, and completing the hunt qualifies participants for prizes.
- The Downtown Business Alliance met October 7th and discussed the DDA, Be Our Guest Closures, and future Christmas events. 250 doorhangers were printed and being distributed to people within the proposed DDA district detailing how to participate in the vote.
- The Town is working with Norris Design to secure a CDOT grant to provide permanent festival lighting and lighting improvements to Downtown Broadway.
- Town staff are working with the Downtown Business Alliance to draft a Downtown Plan. This work is necessary to secure Tax Increment Financing.
- Staff coordinated a meeting on Sept. 29th with Downtown Colorado Inc, legal, and financial experts to assist the DBA in Downtown Plan development.

Highway 6 Corridor Master Plan

- Community Stakeholders can still sign up to be a part of the Highway 6 Corridor Master Plan Stakeholder Group by emailing bill.shrum@townofeagle.org.
- Project scheduling will be discussed at a forthcoming October meeting, pending approval of the contract.

2020 Census

- The deadline to complete the census has been restored to October 31. Self-response can still be submitted through my2020census.gov. Non-response, in-person follow up will continue through the month.
- Colorado has a reported statewide response rate of 96.7%. Combined response rates for Eagle County and the Town of Eagle are not available. Regional non-response follow-up is at 99.1%.

Economic Vitality Committee

- The EVC Data and Metrics Subcommittee is meeting October 15th to review proposals for a COVID-19 dashboard, Economic development dashboard, and community survey.

Communications Committee

- Created and published a webpage on the Town's website detailing the Local Employee Residency Program, with links to program descriptions, deed restrictions, and contact info.

- The first draft of the Town of Eagle Council Handbook is complete. Further review and annotation of the code, Town Charter, and CML resources is taking place.

Open Space and Recreation Advisory Committee

- At the next OSRAC meeting November 4th, staff will review proposed committee bylaws and procedures, using the Economic Vitality Committee bylaws as a guide.

PUBLIC WORKS

LBWTP Construction
PROJECT UPDATE SUMMARY

- Installation of Liner System in Drying Beds and Lagoon Complete
- Installation of GUH, and Vent piping
- Insulation of Ductwork and Piping
- Air Process Piping
- Testing of Process Piping
- Electrical equipment set

PLANNED ACTIVITIES FOR THE NEXT 4 WEEKS:

- Drying Bed Filter Media Installation
- Gas Piping Installation
- Pull Wire and Terminate at equipment
- Conduit Installation
- Final Grading of site and Road Installation

Black Hills Gas Line Along Highway 6

- Completed.

Pavement Management

- Completed

Capitol Street Water & Sanitary Sewer

- Water, Wastewater, and shallow utilities being completed.
- Paving scheduled Friday 10/9/20 and Friday 10/16/20.
- Project is on schedule and on budget.

Cemetery Tank

- Construction documents are being developed.

Water Efficiency Plan

- Draft plan review completed by Colorado Water Conservation Board and under 60-day public review. Draft plan is anticipated to be presented to Town Council October 27th.

THOR Project

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

Comcast ROW Infrastructure

- Completing construction sites to improve safety to community and prevent damage to Comcast facilities.
- Removing drill rig from Abram Creek Road.
- Repairing damage to concrete and asphalt pavement and restoration of damage to landscaping.

Public Works Operations & Maintenance

- Pavement crack filling to be postponed due to staffing shortage
- Water Leak Detection to be completed October 16th
- Sanitary sewer main flushing will start soon.
- Setting up for special events in town.
- Yard Waste Facility is open for the season.
- Town parks irrigation is blown out and mowing and weed eating is being completed for the season and leaves are being cleaned up.
- Crews are sweeping the streets and removing leaves.
- Tree trimming operations in right of way and around stop signs.
- Repair of water meters and remotes now that Covid-19 has allowed access.
- Replacement of street signs.

Public Works Budget

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

FINANCE DEPARTMENT

Budget:

- Revisions to the 2020/2021 operating budgets will be included in the next draft budget on 10/27/20
- 1st Draft of Fee Schedule – 10/27/20
- 2nd Draft of Fee Schedule – 11/10/20
- Budget Narratives will be finalized and updated with the new strategic plan objectives – 11/10/20
- Capital Improvements Plan – 2021 Project Narratives – 11/10/20
- 2021 Budget and Financial Policy Statements – 11/10/20
- 2021 Overview of Funds and Analytical Section – 12/8/20
- Budget Resolutions/Ordinances – 12/8/20
- Other Budget Appendix items to prepare:
    - Pay Plan and Holiday Schedule
    - Updated 2021 Debt Service Schedule
    - FTE Staffing Schedule

Audit:

- The 2019 Audit has been completed and audit adjustments have been recorded and are included in the 2019 Actuals in the 2021 Budget presented
- The Audit has been submitted to the State so the Town remains in compliance with the September 30th submittal extension deadline
- Roger Maggard, with Maggard & Hood, PC, will be here on October 27th to present the 2019 Audit to the Council, should the Council have any changes that are required staff may revise and resubmit to the State
- Council will receive the 2019 Audit and Management Letter in the packet for the October 27th meeting, if anyone would like to start reviewing prior to that date for a more thorough review please let me know and I can send it out earlier

Accounts Payable:

ACCOUNTS PAYABLE: INVOICES PAID						
	2017	**2018**	**2019**	**2020**	**VARIANCE FROM PY**	
JANUARY	289	258	303	205	(98)	-32%
FEBRUARY	245	272	254	237	(17)	-7%
MARCH	340	304	326	234	(92)	-28%
APRIL	267	299	215	137	(78)	-36%
MAY	277	260	275	162	(113)	-41%
JUNE	319	151	298	221	(77)	-26%
JULY	256	460	414	314	(100)	-24%
AUGUST	281	415	220	241	21	10%
SEPTEMBER	279	257	306	92	(214)	-70%
YEAR TO DATE	**2,553**	**2,676**	**2,611**	**1,843**	**(768)**	**-37%**

- Decrease in invoices in 2020 is mainly due to removing the info center retail and the COVID budget freeze in the Spring
- Finance got behind on A/P in September due to budget and audit work, however, we are almost caught back up to our regular schedule
- Council will see an increase in October's processed invoices from PY

Debt Service:

- Scheduled 10/1/2020 - 1981 Colorado Water Conservation Loan Payment - $10,815 – This was the final payment on a 40 year ($250,00) loan for the water storage tank up Eby Creek.

Other Miscellaneous Financial items:

- 2019 Highway Users Tax Report – completed and submitted to State
- Submitted Conservation Trust Fund 2021 Certification, which allows the Town to receive funds in 2021

Training

- CGFOA Training – Introduction to Governmental Accounting (9/29) – Mark
- Caselle Annual Conference – Virtual (10/20 – 10/22) – Finance Team
- CGFOA Annual Conference – Virtual (9/9 – 9/12) – Kelly & Jill

Payroll/HR:

- Positions – 2 New Hires (Streets Maintenance Tech and A License Water Operator)

Utilities:

- New Accounts Setup – **6**
- Property Transfers – **19**

Town Council Department – Budget to Actual:

TOWN OF EAGLE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TOWN COUNCIL					
10-49-110	SALARIES & WAGES	3,300.00	24,100.00	34,000.00	9,900.00	70.9
10-49-142	WORKERS COMPENSATION	.00	.00	44.00	44.00	.0
10-49-144	FICA - EMPLOYER'S	252.46	1,843.80	2,601.00	757.20	70.9
10-49-210	OFFICE SUPPLIES	.00	124.28	200.00	75.72	62.1
10-49-320	LEGAL NOTICES	.00	217.00	.00	(217.00)	.0
10-49-347	PROFESSIONAL SERVICES	5,250.00	5,850.00	13,500.00	7,650.00	43.3
10-49-362	COMPUTER SUPPORT	82.00	714.00	756.00	42.00	94.4
10-49-371	TRAVEL EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-49-372	MEETING EXPENSE	.00	832.99	2,000.00	1,167.01	41.7
10-49-380	TUITION & BOOKS	.00	.00	1,750.00	1,750.00	.0
10-49-450	SPECIAL BOARD FUNDING	.00	10,000.00	54,438.00	44,438.00	18.4
10-49-510	INSURANCE	.00	232.95	233.00	.05	100.0
10-49-915	COMMUNITY REQUESTS	.00	5,350.00	31,100.00	25,750.00	17.2
	TOTAL TOWN COUNCIL	8,884.46	49,265.02	141,622.00	92,356.98	34.8

SPECIAL EVENTS & MARKETING

FY20 Colorado Tourism Office Grant:
Bill and I wrapped up the work on the FY20 Colorado Tourism Office – Tourism Development Grant. We turned in the final to the Tourism Office. We will be creating report for Town Council review.

Town of Eagle - Special Events:
-Updated budgets with Jill to show adjustments made for newly approved event funding with 2nd Push for 2020 MEAC Funding Program with available funding.
-Working with producers to who have events scheduled for September and October to finalize organizational plans. All plans are being reviewed by Eagle County Health to demonstrate how the producers will execute their event under current safety and health guideline and restrictions.
-Continued work on with Bill Shrum on the Town of Eagle Branding project made available through the Tourism grant. Photographer schedule for September 7 & 8, 2020 to shoot stick photos in Eagle. Grant.
-Executed Eagle Outside Fest (Mike McCormack) - scheduled Sept. 5&6, 2020. Info available online at eagleoutsidefest.com.

August - Executed Events
-Drop-in Flag Football for Middle schoolers, Month long, Brush Creek Park, Mountain Rec
-Endorphin Yoga classes at Chambers Park Outside Learning Zone. (on-going)
-Walk to End Alzheimer's Group #1 Art Installation for Alzheimer's Awareness Month
-Boneyard Brawl, 9/1/20, VRD, MT race
-First Friday at Eagle Ranch, at local restaurants and bars, (9/4/20)
-Yoga in the Park, 9/5, 12, 19, 26/20
-Yoga +Beats at Eagle River Park, Friday, (9/10/20)
-ArtWalk Fest, 9/11/20, (Broadway Closure)
-BMX Championships, 9/13/20
-Eagle Ranch Amazing Race 9/19/20
-Mountain Rats Ultra Race, 9/19/20
-Eagle 5K Mtn Bike Race 9/20/20
-Dynafit Boneyard Boogie, 9/26/20
-Walk for Alzheimer's, 9/26/20, Group #2 J Rock.
-Yoga +Beats at Eagle River Park, Friday, (9/27/20)

-Special events permit under development
-Eagle Ranch First Fridays - Music Series, 10/2/20 Approved
-ArtWalk Fest (10/9/20, Broadway Closure) Approved.
-Trick or Treat Street at Eagle Ranch (awaiting proposal)

-Events at Chambers Park – Outdoor Learning Park
We are using Chambers Park as an Outdoor Learning Park for these groups and their classes. This helps avoid conflicts with public use of the main parks. These groups include Endorphin, Yoga on Broadway, Violet Light Hands Meditation, Youth Orchestra Group.

MEAC:
-MEAC meetings continue in the Zoom platform.
-Concluded the 2nd Round of Funding by MEAC using unused dollars from original funding budgets. Should be closed by October 1st, 2020.
-Launched of the 2021 TOE - MEAC Funding Program and Community Funding Program.

Page Break

Be Our Guests Program:

Executed the Bonfire Brewery request for closure of 2nd St.

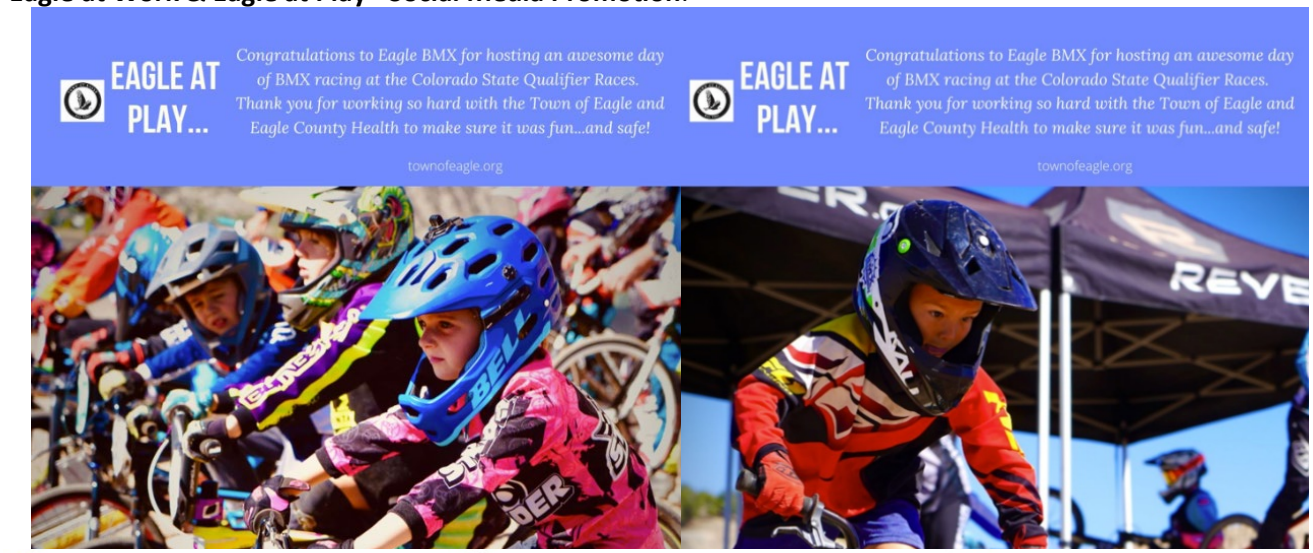
Eagle Info Center:

- Extended Summer 2020 operations dates through Fall. Reviewing Winter 2020 Proposal.
-Info Center open Wednesdays through Sundays, 10:00am to 3:00pm.
-List of physical improvements and renovations to the building inside and out are on hold at this time.
-Plans for future inside enhancements, repairs and upgrades to décor and exhibits are on hold.

Digital Sign:

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

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



Town of Eagle, CO
September 3 · Public

The Town of Eagle would like to wish Campbell Sullivan of Eagle Ranch well as she travels to Washington D. C. to speak and raise awareness for September being Childhood Cancer Awareness Mouth. Go get em' Campbell and thank you for working so hard get the word out in support of kids fighting childhood cancer.

Town of Eagle, CO
September 6 · Public

Eagle Outside Fest 2020 has be a great chance for locals to get outside and have some fun. Thanks Mike McCormack and crew for putting on a fun event.

Town of Eagle, CO
September 10 at 3:30 PM · Public

THE EAGLE BMX TRACK IS CLOSED FOR RESURFACING! Please do not run on the track when it is wet. We have had a lot of damage from the track being used during the recent storms. Thank you!

2,784 People Reached | 317 Engagements | Boost Post

Eagle Info Center:

- Extended Summer 2020 operations dates through Fall. Reviewing Winter 2020 Proposal.
-Info Center open Wednesdays through Sundays, 10:00am to 3:00pm.
-List of physical improvements and renovations to the building inside and out are on hold at this time.
-Plans for future inside enhancements, repairs and upgrades to décor and exhibits are on hold.

HUMAN RESOURCES

Benefits

- Continued work on health insurance renewal quotes, possible new vendor for open enrollment
- Planning for open enrollment

Recruiting - Onboarding

- Police Officer position filled; Luke Causey started 09/28/20
- Open Space & Trails Manager, 27 applied, planning for interviews
- Public Works Director deadline to apply 10/15/20

Risk Management, Safety and Work Comp

- Manage 7 General Liability & PC Open claims, 2 carry over, 2 new
- 2 work comp claims open, 2 carry over
- CIRSA Safety Audit passed with flying colors! Kudo's to all staff!

Other

- Respond to 5 verifications of employment
- Training: attended 2 educational webinars
- Compensation research 99% complete, will update pay plan for final budget inclusion
- Policy research, current and pending legislation
- Performance Management process researched for 2020 upcoming reviews due Nov. Dec 2020

TOWN CLERK - *Will update in November*

MUNICIPAL COURT - *Will update in November*

COMMUNITY DEVELOPMENT

BUILDING UPDATES

- Broadway Station Revisions – rec'd Friday 10/2
- Talon Flats Revision received 9-11-20 Revisions denied 9-24-20 re-submittal required
- Tumbleweed Occupancy/Has not called in last week
- Bonfire Tent in R.O.W. provide update on process and approval. Planning, PW and Fire
- Released Demo permit for 410 Broadway
- 700 Chambers Bldg C

CODE ENFORCEMENT

- **PLANNING**
- 128 6th St – sent email and have not received a response.
- 104 Capitol – overgrown weeds
- Political signs in the Right of Way
- 11 Art's Court

ADMINISTRATIVE/SOP

- BOG - Tents
- Mobile Vending Permits
  - create applications
- Website Updates ongoing

PLANNING

- **PLANNER OF THE DAY**
  - Performance Automotive SUP
  - Eagle Landing - Floodplain
- **APPLICATIONS IN PROGRESS**
  - AN20-01 Powell Park Annexation
  - AN20-02 Basecamp Eagle
  - CT20-03 – Eagle Landing Phase 3 Condo Plat
- **APPLICATION(S) FOR PRE-APP MEETING**
  - Haymeadow PUD Amendment
  - Ping Apartments at 104 Capitol
- **PUDS**
  - Eagle Ranch – 6th PUD Amendment – Erin Vega & Dominic Mauriello
  - Haymeadow PUD Amendment to move density and the school district parcel

    - Haymeadow Brush Creek Road Extension meeting
    - Reserve at Hockett Gulch – Reassignment approved, new purchase complete
- **ORDINANCES**
- Impact Fee Ordinance Update
- **SIGNS – check to if business license has been issued**
    - Sherwin Williams
    - GreenTree Extended Stay (previous Hawthorn Suites by Wynham)
- **ENCROACHMENTS**
    - Kats encroachment permit refund
    - Cotton & Co. Encroachment permit/mobile vending permit
- **ADDRESSING**
    - Middle School Plat
- **LONG RANGE PLANNING**
    - Elevate Eagle Comprehensive Plan
    - Title 4 Land Use Code Update - on hold
    - Hwy 6 Corridor Study
    - East Eagle Sub Area Plan - Scope to attorneys
    - County West Eagle Property

POLICE DEPARTMENT

Calls for Service- **September 2020: 958**
September 2019: 935

"Events"- Eagle Outside Festival, BMX Race, Fundraiser for Shaw Cancer Center, 911 Memorial Procession, Walk for Alzheimer's Event and a "fun run."

Notes- *Your Public Safety Team remained busy with calls for service, training, neighborhood activities and routine business operations. Citizen assists and routine calls for service (i.e. alarms, traffic crashes, abandoned vehicles, lost and found, agency assists, walkthroughs, parking problems, medicals and routine VIN checks, etc.) continued at a steady pace. EPD noted a slight increase in calls for service from this month, when compared to September, 2019. EPD believes additional calls for service would have been noted if "last call" for bars and restaurants was not at 11PM and if there was increased involvement at our local schools with a full-time SRO.*

EPD continues to focus on community-oriented policing activities. Response to community service requests in designated areas continues to remain a priority as well. Business checks, vacation home checks and security patrols continue within the confines of available staff.

Summary of Investigations and Highlights of Some Calls for Service this Month -

Agency Assist 13
Civil Assists or Landlord Tenant 5
Criminal Impersonation 1
Death Investigation 4
Disorderly (Fight) 2
Disturbance 6
Dog Bite 1
Dog Off Leash 1
Domestic Disturbances 3
Drugs/Paraphernalia 3
DUI 1
DUR 1
Fire 6
Fraud 6
Harassment 2
Internet Luring Child 1
Juvenile Codes 9
Medical 7
Misdemeanor Excessive Speed (25+) 1
Missing Person 5
NPOI 1
Protection Order Violation 1
Public Health Violation 4
Recovered Stolen Vehicle 1
Sex Assault Juvenile 1
Sex Offender Registration or Check
Suicidal 1
Suspicious Occurrence or Person 50
Theft or ID Theft 7
Trespass 4
Warrant Arrest 2
Welfare & Metal Health 11
Wildlife 4

Noteworthy Items-

Officer Dominik Scriver was honored for his service with a Life Saving Award as result of a welfare CFS. Officer Scriver performed a welfare check on an Eagle citizen and summonsed medical care to assist. The citizen refused treatment and Officer Scriver performed a self-initiated check the following day, only to find the citizen at the bottom of the stairs at the residence. The citizen was suffering a seizure, in additional to other injuries. Officer Scriver initiated immediate care and urgently summonsed an ambulance. The citizen was transported to the hospital in critical condition, where he remained for two weeks, prior to being transported to a front-range medical facility. Both EMS and EPD recognized Officer Scriver. This is Officer Scriver's third lifesaving award!

Officer C. Stahl successfully completed his Field Training and Evaluation Program (FTEP) with EPD this month. He began his solo patrol duties in September and is excited to continue with his public safety career with our community and with our organization.

Officer L. Causey joined our EPD team in September and is in our FTEP at this time. He comes to EPD with a combined 14-years in public safety and holds various training certificates, to include instructor certificates to train police officers in certain perishable skill areas. He is excited for the opportunity to provide exceptional service in the community where he resides.

EPD responded to several fire calls this month. Officer J. Huebner was able to contain a grass fire from rapidly spreading with a fire extinguisher until the arrival of fire units. EPD also aided with a dumpster fire and also extinguished a small electrical fire at a business. Sgt. Stonum led the evacuations and pre-evacuations as GEFPD and other units contained a wildland fire in the Highlands. EPD assisted with traffic control during the wildland fire near Eby Creek. Chief Staufer was with Sheriff Van Beek car-pooling to an executive meeting and were diverted to assist with the 4 Eagle Ranch fire. EPD also received several "thank you" notes from others after helping with the critical incident involving the explosion in Gypsum.

While scarce, a few EPD officers were able to locate a few lemonade stands this month and enjoy some time with our young entrepreneurs. Officers D. Scriver, H. Samudio & C. Sthal took opportunities to check-in with EVMS students during lunch breaks. Officer C. Stahl also represented EPD at the Senior Center community outreach event with GEFPD.

Sgt. C. Buhlman was successful at combing through the remaining policies to prepare EPD for an initial professional accreditation assessment. EPD submitted the assessment proposal and application this month. COVID19 and assessor staff shortages may delay the process, but EPD is comfortable with attaining this goal in 2021.

Wildlife- while there were a few calls regarding sightings of bears in Eagle, there was a moose on the loose near 7-Hermits Brewery. While the moose elected to not indulge in micro-brews, EPD reminded those approaching for photos to remain at a distance to avoid an attack. Once curious bystanders left the area, the moose continued his path near the river and disappeared into the brush.

Thank you to Bonfire Brewing for hosting a fundraising event to benefit Shaw Cancer Center on behalf of a Vail police officer family (spouse diagnosed with cancer). During the event, officers competed against each other in an axe throwing competition. EPD Officer C. Patterson was able to bring home the "win." Thank you to our community for the generous donations towards a solid cause!

EPD continues to perform extra traffic patrols in areas denoted as problematic. This month, Eagle Ranch near the elementary school, Bluffs and construction areas remained a focus for officers.

EPD investigated an attempted internet luring of a minor. It was discovered that the minor had used a dangerous APP, which left no trace on the cell phone. EPD is working with ICAC, who have specialized training with internet investigations, in an attempt to track the message through IP addresses. This case remains under investigation.

A traffic crash on Grand Avenue resulted in a DUI arrest. DUI detection will become an enhanced focus again from all area law enforcement agencies. EPD and its partners have also noted an increase with behavioral health and substance abuse.

While on vacation, Chief Staufer attended the Minturn Mt. Holy Cross VFW Post Never Forget Memorial Golf Tournament fundraiser (for local scholarships). This was his second time on the golf course this year and we are happy to report that he purchased enough mulligans to remain in the tournament and no homes were hit.

Various team members were thanked for their service this month from members of our community. EPD continues to receive "thank you" notes, and on occasion, some sweet-tooth treats from those happy with their public safety contacts.

Note- currently, there is no evidence of foul play for any of the death investigations this month. Preliminary reports demonstrate health conditions as probable cause.

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

MWH CONSTRUCTORS

Lower Basin Water Treatment Plant

Project Progress Report – October 13th, 2020

SAFETY

Total manhours worked to date = 100,000+

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

SCHEDULE

Project schedule update provided to team on October 9th, 2020

Notice to Proceed: 17 August 2018	***Original Contract***	***Current Contract***	***Forecast***
Total Contract Time	731 Days	874 Days	
Substantial Completion Date	11 July 2020	01 December 2020	11 February 2021
Final Completion Date	11 September 2020	01 February 2021	13 April 2021

PROJECT FINANCIALS

Payment Application #27 submitted and approved.

Preconstruction Contract Amount	$638,062
Original Construction Contract Amount	$22,938,752
Change Orders Approved to Date (CO's 1-11)	$1,349,646
Overall GMP Including Approved CO's	$24,288,398
Change Orders Approved to Date	1-11
Payment Applications Submitted	27
Amount Billed to Date	$19,070,353.00

PROJECT UPDATE SUMMARY

- Installation of Liner System in Drying Beds and Lagoon Complete
- Installation of GUH, and Vent piping
- Insulation of Ductwork and Piping
- Air Process Piping
- Testing of Process Piping
- Electrical equipment set

PLANNED ACTIVITIES FOR THE NEXT 4 WEEKS:

- Drying Bed Filter Media Installation
- Gas Piping Installation
- Pull Wire and Terminate at equipment
- Conduit Installation
- Final Grading of site and Road Installation

PROJECT PHOTOS – SEE NEXT PAGE

PROJECT PHOTOS

Front Entrance

Raw Water Line

To: Town Council

From: Chad Philips, Director, Community Development Department
Angie Kyle, Administrative Technician II, Community Development Department

Date: October 13, 2020

Agenda Item: Planning and Zoning Commission Appointments

REQUEST:

Staff request that the Town Council review applications, hold interviews, and approve three (3) Planning and Zoning Commission members from four (4) applicants Kyle Hoiland, Charlie Perkins, Gary Scanlon, and Benjamin "Keegan" Winkeller.

INTRODUCTION:

Staff has scheduled four interviews for the purpose of filling three (3) vacancies on the Planning and Zoning Commission.

Charlie Perkins and Kyle Hoiland have expiring terms as of June 12, 2020 (Perkins) and Sept 27, 2020 (Hoiland) and Brent McFall resigned from his position on October 2, 2020. Charlie Perkins and Kyle Hoiland are seeking reappointment to the Town of Eagle Planning and Zoning Commission.

Please see the attached letters of interest and resumes from the two current Commissioners and two candidates that responded to our advertisements in August 2020 regarding openings on the Commission.

1. Charlie Perkins
2. Kyle Hoiland
3. Gary Scanlon
4. Benjamin "Keegan" Winkeller

ANALYSIS:

Attendance. Current Commissioner attendance as of August 2019 out of a total of 18 meetings: Kyle Hoiland was absent six of those meetings and Charlie Perkins was absent six of those meetings.

Advertisement. The positions on the Planning and Zoning Commission have been advertised in the Vail Daily, on the Town's website and social media. Two applications were received for the positions by Gary Scanlon and Benjamin Winkeller.

Regular and Alternative Members. Robert Townsend will replace Brent McFall's vacant position leaving two Regular Positions and one Alternate Position to be filled in accordance with Section 2.24.020.(D). Planning and Zoning Commission will select a new Vice Chair at the October 20, 2020 Planning and Zoning meeting.

Issues with the Current P&Z Terms Schedule. Sometime in the past, the terms and expiration dates of P&Z members have been modified resulting in the current expiration schedule having unintended problems. Of the 8-member commission, 6 member's terms expire in the same year and the term expiration dates vary throughout the year. Staff is requesting that the two newly appointed Regular Positions' terms expire on February 28, 2023 instead of the standard four-year term identified in Section 2.24.020 (A) which will result in the intended staggering of terms and consistency of term expiration, and the one Alternate Position to expire on February 28, 2024. If Council agrees, the result would be three (3) groups of commissioners, each group expiring in different years. All expiration times would be on the same date year-to-year.

The terms of the existing Planning and Zoning Commission members are:

Matthew Hood, Chair:	term expires 7/22/2022
Jesse Gregg:	term expires 7/22/2022
Vacant:	term expires 2/28/2023 - proposed
Vacant:	term expires 2/28/2023 - proposed
Robert Townsend:	term expires 2/28/2024
Bill Nutkins:	term expires 2/28/2024
Lani Webb:	term expires 2/28/2024
Vacant, Alternate:	term expires 2/28/2024

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

APPOINTMENT OPTIONS:

Reappointment of two (2) and appointment of one (1):
Kyle Hoiland and Charlie Perkins are hereby reappointed to the Town of Eagle Planning and Zoning Commission as regular members with terms expiring on February 28, 2023, and Robert Townsend is hereby reclassified from Alternate to Regular member. _____ will serve First Alternate with terms to begin on October 20, 2020 and ending February 28, 2024.

OR

Reappointment of one (1) and appointment of two (2)
_____ is hereby reappointed and _____ appointed to the Town of Eagle Planning and Zoning Commission as regular members with terms to begin on October 20, 2020 and ending February 28, 2024. Robert Townsend is hereby reclassified from Alternate to Regular member. _____ serve First Alternate with terms to begin on October 20, 2020 and ending February 28, 2024.

RECOMMENDED ACTION OR PROPOSED MOTION:

I move to approve A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, APPOINTING ____, ____, AND _____ TO FILL VACANCIES ON THE TOWN OF EAGLE PLANNING AND ZONING COMMISSION.

Angie Kyle

From: Charlie Perkins
Sent: Tuesday, September 1, 2020 11:34 AM
To: Angie Kyle
Cc: Charlie Perkins
Subject: Planning and Zoning Commission new term

Categories: P&Z Commission

To : Town of Eagle Council Members and Town of Eagle Planning Staff:

I am writing to inform you of my desire to serve one more **final** term as planning commissioner for the Town of Eagle. The reasons and why are as follows:

Eagle as Community

I have resided in Eagle a little over 6 years, and grew up as a young man in a town of 10,000 people. Eagle and its citizens closely resemble my old home town...where everyone knows you, politeness abounds, and folks are approachable and friendly. This dynamic is what makes Eagle such an enjoyable place to live....and offers me the opportunity to give back to the community through my service as Planning Commissioner.

Architectural and Planning Experience

My profession is architecture and planning, and I have over 40 years of experience. This provides me with added insight into land use files, planning decisions, and most importantly the recognition that the decisions we make as a collective body...have lasting impact to our community, both aesthetically and economically. I do not take lightly the challenges before us, as Eagle continues through this extraordinary growth cycle.

Downtown Eagle

Downtown Eagle has always captivated me....the history, the architecture of older buildings, Broadway, Wall, and Capital Streets, and of course the River. After a recent trip to downtown Salida Co....I came away with the observation that there's no reason why downtown Eagle cant capture the same vibrancy, pedestrian activity and economic vitality that Salida enjoys...albeit at a smaller scale.

I support the Downtown Development Authority initiative and certainly hope to be involved in the Highway 6 corridor study...,with a focus on safety, traffic speeds, and the relationship of downtown street ingress/ egress to Highway 6....many opportunities abound for Highway 6 to become something extremely nice for our community.

Housing

We have made tremendous strides in offering affordable Housing a reality in Eagle County...with more work to be done in Eagle...I support housing for lower income individuals..and would like to see a critical mass of folks in our downtown area...thus supporting retail endeavors in our CBD.

I rent my home...and know personally how hard it is to find affordable housing for single people who wish to not have a room mate....Hockett Gulch and Broadway Station hopefully will alleviate some of the hardships this group of people face.

Looking Forward

Eagle is positioned well for growth, and we have a wonderful asset in the railway that runs through the valley.. I am a proponent of easing traffic congestion and carbon footprint on I-70....and in my lifetime hope to see the railway utilized as efficient transportation for valley residents. Eagle should anticipate this in our planning efforts...although this is something that may not occur for years....

Conclusion

I hope to further the goals and objectves of our community by utilizing my experience and forged relationships with community members, chamber of commerce, and various folks who share an optimistic view of the potential for our town....In short.... I love Eagle and wish to continue giving back.

Thanks to Council, Brandi, Chad and all who strive to make Eagle an enjoyable and prosperous place to live.

Charlie Perkins

Angie Kyle

To: Kyle Hoiland
Subject: RE: P&Z Commissioner Interview - Sept 8th Town Council Meeting

From: Kyle Hoiland <kyle.hoiland@townofeagle.org>
Sent: Sunday, August 30, 2020 5:45 PM
To: Angie Kyle <angie.kyle@townofeagle.org>
Subject: Re: P&Z Commissioner Interview - Sept 8th Town Council Meeting

Good evening Angie,

Thanks for the email & heads up on the interview. Here's my narrative for re-appointment to the Planning & Zoning Commission:

"I have lived in Eagle for 20 years and for 20 years I have been involved in our community. For the past 4 years I have served our community on the P&Z Commission and am familiar with the processes of the Commission & applications. I have built a rapport with the other Commissioners, as well as the current Comm Dev staff and have really enjoyed working with this group. Additionally, I want to have a positive impact on our community by addressing housing issues and working with staff & applicants to help increase our housing inventory, and preferably, increasing our affordable housing options.

As our community continues to grow, it will be important to balance our housing needs with the expected population growth. I consider myself a balanced & objective Commissioner and would like to continue that perspective for the next 4 years.

Thank you for your consideration of my re-appointment."

Let me know if you need anything else.

Regards,

Kyle

August 18, 2020

Dear Mr. Phillips,

I would like to offer my services for one of the open positions on the Planning and Zoning commission. When I retired from real estate development in 2016 and moved to Colorado, I selected the Town of Eagle as my home because it is a well planned community which offers services, jobs, safety, outdoor activities, and proximity to world class recreation and cultural venues. I was attracted by the quality of the developments which have occurred over the past 20 years and hope to see future planned growth with quality developments.

My education includes a bachelor's degree in civil engineering from the Ohio State University and a Masters in Business Administration from the University of Dayton. My career includes 15 years in the construction industry and 30 years in real estate development. I have obtained approvals and developed projects in over 50 different communities throughout the country, which has given me a vast knowledge of zoning codes and the importance of compliance with the codes. I passionately believe that a zoning variance should not be granted unless it meets the conditions spelled out in the zoning code.

Since moving to Eagle, I have been an active volunteer in the community. I am an Election Judge for Eagle County, an usher at Bravo Vail and at the Vilar PAC, an ambassador at Eagle Ranch Golf Club, a volunteer at the Birds of Prey races and the Go Pro Mountain Games. I believe that I can be an asset to the Town of Eagle by serving on the Planning and Zoning Commission.

Let me know if I can provide further information or schedule a time to meet with you.

Sincerely,

Gary Scanlon

1720 Montgomerie Cir

Eagle, CO 81631

937-673-4751

Angie Kyle

From: Jenny Rakow
Sent: Tuesday, August 18, 2020 6:51 PM
To: Chad Phillips; Angie Kyle
Subject: Fwd: Online Form Submittal: Town Council, Planning Commission & Committee Application Form

This appears to be planning commission application.

Get Outlook for iOS

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, August 18, 2020 5:41:53 PM
To: Clerk Group <clerk@townofeagle.org>; Brandy Reitter <brandy.reitter@townofeagle.org>
Subject: Online Form Submittal: Town Council, Planning Commission & Committee Application Form

Town Council, Planning Commission & Committee Application Form

Select the Council, Commission, or Committee applying for	Planning & Zoning Commission

PERSONAL INFORMATION

First Name	Gary
Last Name	Scanlon
Address1	1720 Montgomerie Cir
Address2	PO BOX 2057
City	Eagle
State	CO
Zip	81631
Email Address	gscanlon22@gmail.com
Contact Phone Number	937-673-4751
Business Address	*Field not completed.*
Business Phone Number	*Field not completed.*
Occupation	*Field not completed.*

ELIGIBILITY AND RESIDENCY INFORMATION

Are you a United States citizen?	Yes
Have you been an Eagle resident no less than 12 consecutive months?	Yes
Length of Residency in Eagle	4 1/2 years
Are you a registered voter and eligible to vote in the Colorado General Election?	Yes

EDUCATION AND HOBBIES

High School	McNicholas High School, Cincinnati, OH
College	Ohio State University and University of Dayton
Trade or Business School	*Field not completed.*
Hobbies	Golf, skiing, hiking, snowshoeing, volunteering, activities with children and grandchildren

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	No
If yes, which	have not served on town of Eagle boards, commissions, etc
Please list organization memberships and positions held	See cover letter for current activities
Please List Areas of Special Interest	I want to see the Town of Eagle grow with well planned quality projects.

(Section Break)

ADDITIONAL QUESTIONS

1. What opportunities does the Town of Eagle have?	The Town can control its destiny with long range planning and good decision making. By well thought out zoning and annexations, the town can become more than a bedroom community to the up valley ski resorts. We should create opportunities for residents to live, work, and play in Eagle.

2. What challenges currently exist in the Town of Eagle?	The Town needs more good jobs and services and better infrastructure. I am pleased that we are increasing our water treatment facility to handle growth, but we need to address the increasing traffic congestion and the problems that can come with growth. The Town's proximity to I-70 is an advantage, but we need to limit the number of highway related businesses such as motels and gas stations and fast food and instead focus on attracting companies with higher paying jobs.
3. As a Council/Committee Member, how would you approach these challenges?	Any new development should comply with the land use plan and zoning code and address infrastructure adequacy. Growth of the town is inevitable, so every proposed development must be reviewed with care.

CONFLICT AND DISCLOSURES

Nominations and appointments may require individuals to complete and sign an Affidavit of Acceptance and Conflict of Interest Disclosure forms. The Town Clerk will make these available when appropriate and necessary.

Please attach a cover letter or experience information	Cover letter pdf.pdf

Email not displaying correctly? View it in your browser.

B. KEEGAN WINKELLER, ARCHITECT

0172 Longview Ave, Eagle, CO 81631 | (970)306-2175 | keegan@bkwarch.com

DESIGN THEORY

My passion for design draws from a diverse experience in world travel, art and construction resulting in high-quality, well balanced and cost-effective design solutions. My distinctive projects integrate timeless, bold designs infused with contemporary influences and make people more attuned with their mountain surroundings. I encourage collaboration and carefully curate functional homes that inspire a balanced lifestyle.

COMPUTER SKILLS

Proficient in AutoCAD, Revit, 3D Studio Max, Indesign, Photoshop, Acrobat, Word, Excel, and Bluebeam. Capable of self-learning computer programs with minimal learning curve.

EXPERIENCE

July 2019- Present **Owner/Principle**, *BKW Architects, LLC* *Eagle, Colorado*

- Specializing in high end custom residential homes throughout the US and the Caribbean. Designing luxurious resort homes with a common goal to bring balance to each unique project and site. Utilizing latest technology for better client communication and simplified design process.
- Creating comprehensive construction documents

February 2005- June 2019 **Architect/Project Manager**, *Berglund Architects, LLC* *Edwards, Colorado*

- Manage the architectural design process for high end custom residential projects from Conceptual Design to Construction Documents and Construction Observations.
- Responsible for client relations and design approvals for all levels of local jurisdictions
- Managed interoffice organization, architectural drafting standards, billing, in-house IT repair and coordination, and training

October 2000- May 2007 **Sergeant of Marines**, *U.S. Marine Corps* *Buckley Airforce base, Aurora, Colorado*

- Deployed to Iraq in 2006-2007 for Operation Iraqi Freedom.
- Attached to 4th Civil Affairs Group (CAG) to work with the Iraqi people to provide them with everything they need to survive and redevelop the Iraqi infrastructure.
- Worked with local contractors to develop water treatment plants, medical facilities, school, and electrical infrastructure.

May 2000 - August 2004 **Journeyman Carpenter**, *Wink Construction* *Vail, Colorado*

- Specializing in remodel construction, tasked with foundations, framing, and finish carpentry
- Always completed projects ahead of schedule or on time

EDUCATION

2001-2005 Environmental Design with emphasis in Architecture, University *of Colorado, Boulder, Colorado*

2015	Licensed Architect, AlA, Colorado
2018	Certified Quality Assurance Technician, CQAT

REFERENCES

Stephanie Lord-Johnson	Principle - Berglund Architects, LLC | (970)471-2348 | stephanie@berglundarchitects.com
John Perkins	Principle - JMP Architects, LLC | (970)471-2348 | perk.jmparchitect@gmail.com

Print

Town Board (vacancies only), Commission or Committee Application Form - Submission #1504

Date Submitted: 2/13/2020

Select the Board, Commission, or Committee applying for*

Planning & Zoning Commission

PERSONAL INFORMATION

First Name*

Benjamin

Last Name*

Winkeller

Address1*

172 Longview Ave

Address2

PO Box 5874

City*

Eagle

State*

CO

Zip*

81631

Email Address*

keegan@bkwarch.com

Contact Phone Number*

970-306-2175

Business Address

172 Longview Ave

Business Phone Number

970-306-2175

Occupation

Architects

RESIDENCY INFORMATION

Length of Residency in Eagle

8 years

Are you a registered voter

- (●) Yes
- ( ) No

EDUCATION AND HOBBIES

High School

Battle Mountain

College

University of Colorado at Boulder

Trade or Business School

Hobbies

Running, Kayaking, Skiing

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?

- ○ Yes
- ◉ No

If yes, which

Please list organization memberships and positions held

As a new business this is my first opportunity to be part of an organization outside of my full time employment.

Please List Areas of Special Interest

Architecture, Planning and Construction

PLANNING COMMISSION QUESTIONS

1. What opportunities does the Town of Eagle have?

The Town of Eagle is an engaged, family-friendly community that provides an amazing mountain lifestyle. Nearby ski resorts like Vail and Beaver Creek, Eagle also has world class mountain biking, hiking, fishing, camping and even a whitewater park in our back yard. News is spreading providing a huge opportunity for the heart of Eagle to grow.

2. What challenges currently exist in the Town of Eagle?

The Town of Eagle is a growing community, however it seems the boundaries (Reserve at Hockett Gulch for example) are developing at a faster rate than the city centers. Capital has too many vacant street-level storefronts and Broadway has buildings that are falling apart. This atmosphere isn't appealing to business owners looking for space. These core centers should be full of retail shops, restaurants and daily visitors.

3. As a Commissioner, how would you approach these challenges?

As a Commissioner, my largest goal will be to create a unique downtown atmosphere similar to Salida, Carbondale and Glenwood Springs. I believe this can be done by:

1. I will push for town legislation that provides incentives to developers to improve their buildings in the heart of Eagle creating a unique charm for locals and visitors to enjoy.
2. Elevate support for existing building owners on Capitol and Broadway to fill their street level storefronts with retail/restaurant spaces that will add energy in the heart of Eagle. I will explore ways in which we can discourage building owners from having vacant storefronts for extended periods of time.
3. I will explore ways in which local businesses can engage and capitalize on our community events.

With a strong town core, we will have a greater sense of community and connection. Limiting sprawling development would protect our finite mountain resources that draw people to our community for both short and long-term stays.

Attach Resume

Keegan Winkeller Resume.pdf

Please attach resume in .pdf format.

RESOLUTION NO. 61
(Series of 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, APPOINTING ____, _____, AND _____ TO FILL VACANCIES ON THE TOWN OF EAGLE PLANNING AND ZONING COMMISSION.

WHEREAS, Charlie Perkins and Kyle Hoiland have expiring terms as of June 12, 2020 (Perkins) and Sept 27, 2020 (Hoiland) and Brent McFall resigned from his position on October 2, 2020. Charlie Perkins and Kyle Hoiland are seeking reappointment to the Town of Eagle Planning and Zoning Commission and

WHEREAS, the positions of regular members have been advertised in the Vail Daily, on the Town's website and social media seeking applicants; and

WHEREAS, two applications were received in interest for the positions by Gary Scanlon and Benjamin Winkeller; along with Charlie Perkins and Kyle Hoiland also seeking interest; and

WHEREAS, subsection (A) of Section 2.24.020 of the Eagle Municipal Code provides that the Town Planning and Zoning Commission shall consist of seven members appointed by the Town of Eagle Town Council. The term of the two appointed Regular Members of the Commission shall expire on February 28, 2023, and the term of the appointed First Alternate shall expire on February 28, 2024 or until the successor takes office; and

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

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

Section 1. That _____ and _____ are hereby appointed to the Town of Eagle Planning and Zoning Commission as a regular members with terms to begin on October 20, 2020 and ending February 28, 2023. _____ to serve First Alternate with the term to begin on October 20, 2020 and end on February 28, 2024.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado held on October 13, 2020.

TOWN OF EAGLE, COLORADO

By: _____
Scott Turnipseed, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

Angie Kyle

From: Charlie Perkins
Sent: Tuesday, September 1, 2020 11:34 AM
To: Angie Kyle
Cc: Charlie Perkins
Subject: Planning and Zoning Commission new term

Categories: P&Z Commission

To : Town of Eagle Council Members and Town of Eagle Planning Staff:

I am writing to inform you of my desire to serve one more **final** term as planning commissioner for the Town of Eagle. The reasons and why are as follows:

Eagle as Community

I have resided in Eagle a little over 6 years, and grew up as a young man in a town of 10,000 people. Eagle and its citizens closely resemble my old home town...where everyone knows you, politeness abounds, and folks are approachable and friendly. This dynamic is what makes Eagle such an enjoyable place to live....and offers me the opportunity to give back to the community through my service as Planning Commissioner.

Architectural and Planning Experience

My profession is architecture and planning, and I have over 40 years of experience. This provides me with added insight into land use files, planning decisions, and most importantly the recognition that the decisions we make as a collective body...have lasting impact to our community, both aesthetically and economically. I do not take lightly the challenges before us, as Eagle continues through this extraordinary growth cycle.

Downtown Eagle

Downtown Eagle has always captivated me....the history, the architecture of older buildings, Broadway, Wall, and Capital Streets, and of course the River. After a recent trip to downtown Salida Co....I came away with the observation that there's no reason why downtown Eagle cant capture the same vibrancy, pedestrian activity and economic vitality that Salida enjoys...albeit at a smaller scale.

I support the Downtown Development Authority initiative and certainly hope to be involved in the Highway 6 corridor study...,with a focus on safety, traffic speeds, and the relationship of downtown street ingress/ egress to Highway 6....many opportunities abound for Highway 6 to become something extremely nice for our community.

Housing

We have made tremendous strides in offering affordable Housing a reality in Eagle County...with more work to be done in Eagle...I support housing for lower income individuals..and would like to see a critical mass of folks in our downtown area...thus supporting retail endeavors in our CBD.

I rent my home...and know personally how hard it is to find affordable housing for single people who wish to not have a room mate....Hockett Gulch and Broadway Station hopefully will alleviate some of the hardships this group of people face.

Looking Forward

Eagle is positioned well for growth, and we have a wonderful asset in the railway that runs through the valley.. I am a proponent of easing traffic congestion and carbon footprint on I-70....and in my lifetime hope to see the railway utilized as efficient transportation for valley residents. Eagle should anticipate this in our planning efforts...although this is something that may not occur for years....

Conclusion

I hope to further the goals and objectves of our community by utilizing my experience and forged relationships with community members, chamber of commerce, and various folks who share an optimistic view of the potential for our town....In short.... I love Eagle and wish to continue giving back.

Thanks to Council, Brandi, Chad and all who strive to make Eagle an enjoyable and prosperous place to live.

Charlie Perkins

Angie Kyle

To: Kyle Hoiland
Subject: RE: P&Z Commissioner Interview - Sept 8th Town Council Meeting

From: Kyle Hoiland <kyle.hoiland@townofeagle.org>
Sent: Sunday, August 30, 2020 5:45 PM
To: Angie Kyle <angie.kyle@townofeagle.org>
Subject: Re: P&Z Commissioner Interview - Sept 8th Town Council Meeting

Good evening Angie,

Thanks for the email & heads up on the interview. Here's my narrative for re-appointment to the Planning & Zoning Commission:

"I have lived in Eagle for 20 years and for 20 years I have been involved in our community. For the past 4 years I have served our community on the P&Z Commission and am familiar with the processes of the Commission & applications. I have built a rapport with the other Commissioners, as well as the current Comm Dev staff and have really enjoyed working with this group. Additionally, I want to have a positive impact on our community by addressing housing issues and working with staff & applicants to help increase our housing inventory, and preferably, increasing our affordable housing options.

As our community continues to grow, it will be important to balance our housing needs with the expected population growth. I consider myself a balanced & objective Commissioner and would like to continue that perspective for the next 4 years.

Thank you for your consideration of my re-appointment."

Let me know if you need anything else.

Regards,

Kyle

August 18, 2020

Dear Mr. Phillips,

I would like to offer my services for one of the open positions on the Planning and Zoning commission. When I retired from real estate development in 2016 and moved to Colorado, I selected the Town of Eagle as my home because it is a well planned community which offers services, jobs, safety, outdoor activities, and proximity to world class recreation and cultural venues. I was attracted by the quality of the developments which have occurred over the past 20 years and hope to see future planned growth with quality developments.

My education includes a bachelor's degree in civil engineering from the Ohio State University and a Masters in Business Administration from the University of Dayton. My career includes 15 years in the construction industry and 30 years in real estate development. I have obtained approvals and developed projects in over 50 different communities throughout the country, which has given me a vast knowledge of zoning codes and the importance of compliance with the codes. I passionately believe that a zoning variance should not be granted unless it meets the conditions spelled out in the zoning code.

Since moving to Eagle, I have been an active volunteer in the community. I am an Election Judge for Eagle County, an usher at Bravo Vail and at the Vilar PAC, an ambassador at Eagle Ranch Golf Club, a volunteer at the Birds of Prey races and the Go Pro Mountain Games. I believe that I can be an asset to the Town of Eagle by serving on the Planning and Zoning Commission.

Let me know if I can provide further information or schedule a time to meet with you.

Sincerely,

Gary Scanlon

1720 Montgomerie Cir

Eagle, CO 81631

937-673-4751

Angie Kyle

From: Jenny Rakow
Sent: Tuesday, August 18, 2020 6:51 PM
To: Chad Phillips; Angie Kyle
Subject: Fwd: Online Form Submittal: Town Council, Planning Commission & Committee Application Form

This appears to be planning commission application.

Get Outlook for iOS

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, August 18, 2020 5:41:53 PM
To: Clerk Group <clerk@townofeagle.org>; Brandy Reitter <brandy.reitter@townofeagle.org>
Subject: Online Form Submittal: Town Council, Planning Commission & Committee Application Form

Town Council, Planning Commission & Committee Application Form

Select the Council, Commission, or Committee applying for	Planning & Zoning Commission

PERSONAL INFORMATION

First Name	Gary
Last Name	Scanlon
Address1	1720 Montgomerie Cir
Address2	PO BOX 2057
City	Eagle
State	CO
Zip	81631
Email Address	gscanlon22@gmail.com
Contact Phone Number	937-673-4751
Business Address	*Field not completed.*
Business Phone Number	*Field not completed.*
Occupation	*Field not completed.*

ELIGIBILITY AND RESIDENCY INFORMATION

Are you a United States citizen?	Yes
Have you been an Eagle resident no less than 12 consecutive months?	Yes
Length of Residency in Eagle	4 1/2 years
Are you a registered voter and eligible to vote in the Colorado General Election?	Yes

EDUCATION AND HOBBIES

High School	McNicholas High School, Cincinnati, OH
College	Ohio State University and University of Dayton
Trade or Business School	*Field not completed.*
Hobbies	Golf, skiing, hiking, snowshoeing, volunteering, activities with children and grandchildren

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	No
If yes, which	have not served on town of Eagle boards, commissions, etc
Please list organization memberships and positions held	See cover letter for current activities
Please List Areas of Special Interest	I want to see the Town of Eagle grow with well planned quality projects.

(Section Break)

ADDITIONAL QUESTIONS

1. What opportunities does the Town of Eagle have?	The Town can control its destiny with long range planning and good decision making. By well thought out zoning and annexations, the town can become more than a bedroom community to the up valley ski resorts. We should create opportunities for residents to live, work, and play in Eagle.

2. What challenges currently exist in the Town of Eagle?	The Town needs more good jobs and services and better infrastructure. I am pleased that we are increasing our water treatment facility to handle growth, but we need to address the increasing traffic congestion and the problems that can come with growth. The Town's proximity to I-70 is an advantage, but we need to limit the number of highway related businesses such as motels and gas stations and fast food and instead focus on attracting companies with higher paying jobs.
3. As a Council/Committee Member, how would you approach these challenges?	Any new development should comply with the land use plan and zoning code and address infrastructure adequacy. Growth of the town is inevitable, so every proposed development must be reviewed with care.

CONFLICT AND DISCLOSURES

Nominations and appointments may require individuals to complete and sign an Affidavit of Acceptance and Conflict of Interest Disclosure forms. The Town Clerk will make these available when appropriate and necessary.

Please attach a cover letter or experience information	Cover letter pdf.pdf

Email not displaying correctly? View it in your browser.

B. KEEGAN WINKELLER, ARCHITECT

0172 Longview Ave, Eagle, CO 81631 | (970)306-2175 | keegan@bkwarch.com

DESIGN THEORY

My passion for design draws from a diverse experience in world travel, art and construction resulting in high-quality, well balanced and cost-effective design solutions. My distinctive projects integrate timeless, bold designs infused with contemporary influences and make people more attuned with their mountain surroundings. I encourage collaboration and carefully curate functional homes that inspire a balanced lifestyle.

COMPUTER SKILLS

Proficient in AutoCAD, Revit, 3D Studio Max, Indesign, Photoshop, Acrobat, Word, Excel, and Bluebeam. Capable of self-learning computer programs with minimal learning curve.

EXPERIENCE

July 2019- Present **Owner/Principle**, *BKW Architects, LLC* *Eagle, Colorado*

- Specializing in high end custom residential homes throughout the US and the Caribbean. Designing luxurious resort homes with a common goal to bring balance to each unique project and site. Utilizing latest technology for better client communication and simplified design process.
- Creating comprehensive construction documents

February 2005- June 2019 **Architect/Project Manager**, *Berglund Architects, LLC* *Edwards, Colorado*

- Manage the architectural design process for high end custom residential projects from Conceptual Design to Construction Documents and Construction Observations.
- Responsible for client relations and design approvals for all levels of local jurisdictions
- Managed interoffice organization, architectural drafting standards, billing, in-house IT repair and coordination, and training

October 2000- May 2007 **Sergeant of Marines**, *U.S. Marine Corps* *Buckley Airforce base, Aurora, Colorado*

- Deployed to Iraq in 2006-2007 for Operation Iraqi Freedom.
- Attached to 4th Civil Affairs Group (CAG) to work with the Iraqi people to provide them with everything they need to survive and redevelop the Iraqi infrastructure.
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John Perkins	Principle - JMP Architects, LLC | (970)471-2348 | perk.jmparchitect@gmail.com

Print

Town Board (vacancies only), Commission or Committee Application Form - Submission #1504

Date Submitted: 2/13/2020

Select the Board, Commission, or Committee applying for*

Planning & Zoning Commission

PERSONAL INFORMATION

First Name*

Benjamin

Last Name*

Winkeller

Address1*

172 Longview Ave

Address2

PO Box 5874

City*

Eagle

State*

CO

Zip*

81631

Email Address*

keegan@bkwarch.com

Contact Phone Number*

970-306-2175

Business Address

172 Longview Ave

Business Phone Number

970-306-2175

Occupation

Architects

RESIDENCY INFORMATION

Length of Residency in Eagle

8 years

Are you a registered voter

- (●) Yes
- ( ) No

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Battle Mountain

College

University of Colorado at Boulder

Trade or Business School

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ORGANIZATION MEMBERSHIP INFORMATION

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- ○ Yes
- ◉ No

If yes, which

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Please List Areas of Special Interest

Architecture, Planning and Construction

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Attach Resume

Keegan Winkeller Resume.pdf

Please attach resume in .pdf format.

To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: October 13, 2020

Agenda Item: Resolution No. 67, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Open Space and Recreation Advisory Committee Members"

REQUEST:

Staff requests that the Town Council review a resolution appointing 5 community members to the Open Space & Recreation Advisory Committee (OSRAC).

INTRODUCTION:

The Town Council recently supported the creation of an advisory committee for open space and recreation and appointed initial members to start the process. Part of the process included completing the review of applications for the remaining committee member seats. OSRAC met on October 1 and reviewed applications. The Town received 9 applications. Based on the review, the committee recommended 5 people and their application materials are attached to this memo, if they were submitted. The next steps are for the Town Council to appoint new members by resolution.

ANALYSIS:

The new members will serve a 4 year-term and there is one alternate non-voting member.
The list is below:

- Lizzy Owens – Voting member
- John Bailey – Voting member
- Erinn Hoban – Voting member
- Jessica Foulis – Voting member
- Janet Bartnik – Non-voting member

COMMUNITY INPUT:

Community input was solicited through the application process.

BUDGET / STAFF IMPACT:

There is no budget or staff impact from this proposal.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the following business values and strategic goals in the new Strategic Plan:

Major Objective: Focus on Recreation, Events, and Open Space – Completing the appointment of the advisory members for OSRAC is one step in the process for making sure that there is public participation in the Town's open space and trailing planning efforts. Having a well-rounded committee will ensure that planning efforts include a range of perspectives from diverse user groups in the community.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** adoption of Resolution No. 67, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Appointing Open Space and Recreation Advisory Committee Members"

ATTACHMENTS:

- Resolution No. 67
- Application materials

TOWN OF EAGLE, COLORADO
RESOLUTION #67
(SERIES 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, APPOINTING OPEN SPACE & RECREATION ADVISORY COMMITTEE MEMBERS

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

WHEREAS, Lizzy Owens, John Bailey, Erinn Hoban, Jessica Foulis, and Janet Bartnik have applied and expressed interest to be appointed for four-year terms; and

WHEREAS, it is the desire of the Open Space & Recreation Advisory Committee to engage and empower all interested members of the community;

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

Section 1. The Open Space & Recreation Advisory Committee has chosen to have a total of 7 voting members.

Section 2. The Open Space & Recreation Advisory Committee has chosen to include the position of "alternate", which will participate fully in meetings, serve in a four-year term, and vote only when there is an absence of a regular member of the committee.

Section 3. That Lizzy Owens, John Bailey, Erinn Hoban, and Jessica Foulis be appointed to the Open Space & Recreation Advisory Committee for four-year terms that expire in October of 2022.

Section 4. That Janet Bartnik be appointed as an alternate to the Open Space & Recreation Advisory Committee for a four-year term that expires in October of 2022.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on October 13th, 2020.

TOWN OF EAGLE, COLORADO

By:_____
Scott Turnipseed, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

Erinn M. Hoban
321 Church St. | Eagle, CO 81631 | 970.343.0043 | erinnmhoban@gmail.com

---

Phillip Kirkma, Craig Wescoatt, Ernest Saeger, and Ellen Bodenhemier
Town of Eagle
Open Space and Recreation Advisory Committee
220 Broadway
Eagle, CO 81631

Dear Board,

As an avid mountain biker, I feel lucky to live in the heart of Eagle. I get to walk out my door every day and enjoy my favorite thing in the entire world. And it is in a community that I have come to cherish.

I didn't move here for the mountain biking, but this lifestyle has afforded me health and enjoyment I can't image in any other town or city. If the trail systems were to go away for any reason, become overcrowded or destroy the open space as we know it, I believe that the town will lose part of its identity.

I have lived in the Vail Valley for 15 years and in Eagle for the last 6 years. My husband is an Eagle County employee and we have built our lives here. We hope to continue to have a quality of life we can share with our neighbors and visitors alike. Also attached is my resume.

I look forward to hearing from you and I hope I can be of assistance.
Erinn

Erinn M. Hoban

321 Church St. | Eagle, CO 81631 | 970.343.0043 | erinnmhoban@gmail.com

---

Objective
To use my experience and skills in a position that my heart enjoys.

Education
University of Pittsburgh, B.A. Environmental Studies and B.S. in Political Science, Dec. 2004

Work Experience
Old Growth Tree Service: March 2019 – Current
Full time and the glue. Without a job description I have helped the company grow for 2 years from a staff of 6 to 24 and net sales from below 1 million a year to producing almost 3 million in net sales this year alone. Responsible for all new policies and procedures, employment, payroll, new business, marketing, accounts payable and client relations.

United Ground Express (Airlines): Sept 2014 – Current
Part time Compliance Coordinator at the Eagle County Airport. Compliance Coordinator is a supervisor position in the company with a large amount of responsibility at our station. As Compliance Coordinator, I am responsible for managing all of the financials. The position includes training and coaching a staff of 90 through the financial process. At times these reports, and audits can total over $30,000 a day. I am also qualified to work every aspect of United Mainline and Express flights in and out of the airport including ticketing, gate agent and ramp work. I love the challenge.

Town of Avon: May 2015 – Nov. 2017
Special Event Production Assistant working directly under the Director of Special Events and Festivals. Responsibilities included preparing and executing events by developing relevant promotional information, event site maps, planning documents, ROI on an event by event basis, permitting for appropriate needs, inventory management, volunteer coordination, producer details and troubleshooting while on the ground during each event.

SneakPEAK Vail Magazine: Sept. 2011 – March 2014
Publisher and owner of a weekly entertainment and lifestyle magazine in the Vail Valley. From startup to closing of the business, I had been hands on at all levels including accounting, marketing, sales, budgeting, editorial, distribution, production and public relationships. Fully involved in all levels of staffing and financials.

Vail Mountaineer Newspaper: March 2008 – June 2011
Associate Publisher of a six-day per week newspaper in the Vail Valley. This ground floor opportunity entailed the startup of the paper including hiring of the staff and setting all criteria for managing the business. I ran the paper, which included supervising an eighteen member staff, managing all the accounts and handling all community relations that were required of a firmly entrenched business within the community. Responsibilities also included accounts receivable and payable, payroll, employee relations, editorial oversite, sales and distribution of over 11,000 papers daily.

H2Oban Management – Jan. 2001 – Jan. 2005
Owner/Operator of a profitable pool management company. Clients and customers included

homeowner associations and property management companies. Managed all aspects of running neighborhood pools including hiring and managing lifeguards, water treatment, health department regulations and repairs. Personally, managed all payroll, billing, collections, taxes and employee supervision. Also served as a swim coach for two summers working with over 100 children/young adults ranging in age from 4 to 18 years old.

Extra Credit - Cause we all have fun stuff!
I am an avid mountain bike rider and racer. Long distance races are my sweet spot, but I love to compete. I have coached swimming and biking off and on in the valley for 15 years while completing lifetime goals such as Xterra races and most recently the 2019 Leadville 100 mountain bike race.

Janet Bartnik, CPRP
PO Box 231
Eagle, CO 81631
Cell: (816)820-8776 Email: janetsnook68@gmail.com

CAREER SUMMARY

Seasoned Parks & Recreation Director with over 25 years of experience and who brings strong background in finance, customer service, partnerships, public relations, project management, and program & facility management combined with a great deal of passion for public service.

EXPERIENCE

Executive Director **2017 - Present**
Mountain Recreation Metropolitan District

- Responsible for implementing the expanded vision of the board of directors to best serve the District by balancing the business model with the social service model and growing the number of partners engaged with the District.
- Restructured the District toward greater efficiency, improved communication, stronger teamwork, and with a systems focus.
- Teamed up with many partners to bring a KaBoom! playground to the underserved children of Dotsero.
- Brought the existing youth program scholarship program in-house to better serve the community.
- Developed a new brand for the District; Revamped the District web site; Retooled the District's registration software.
- Completed a $550,000 renovation to the Gypsum Recreation Center, implementing an inclusive membership structure upon completion of the renovation.

Director of Parks and Recreation **2012 - 2017**
Liberty, MO Parks and Recreation

- Initiated a community-wide, partner driven healthy community research project resulting in the creation of a grant-funded grassroots health coalition for the Liberty Community.
- Restructured the Department toward greater efficiency, improved communication, stronger teamwork, and with a systems focus.
- Led a community center task force charged with determining a need for a new center and/or improvements to the existing facility through a needs assessment process. This effort has morphed into the exploration of a multi-jurisdiction recreation district for the community served.
- With staff and Board input, developed the first CIP for the Department in many years.
- Developed a trails and greenways master plan in-house with public input. Revised the City's land dedication ordinance to provide trail construction with new residential development.
- Collaborated with School District staff to revise and renew the partnership agreement for the joint use of facilities, resulting in a true partnership that puts the community first.
- Led staff mission development and Park Board vision and strategy development processes.
- Initiated a department culture change in 2012 that continues.

Director of Parks and Recreation **2001 - 2012**

Raymore, MO Parks and Recreation

- Developed a budgeting strategy for the department that is zero-based and detail oriented. Crafted the first capital improvements plan for the department.
- Interviewed, hired, trained, and evaluated a staff team which grew from five in 2001 to eleven in 2011.
- Planned the introduction of recreation programming to the growing community. Increased the cost recovery of the recreation division from 25% to 70% in four years and maintained 70% cost recovery through program and staffing growth.
- Created and deployed a system for public facility maintenance, managing City Hall and Public Works facility janitorial, preventative maintenance, and repairs.
- Collaborated with the business community to develop innovative programming.
- Led the Park Board through the development of strategic planning documents including the first in-house Parks Master Plan, the development of Park Maintenance Service Level Standards, and the second consultant-led Master Plan.
- Planned new parks and managed construction projects for their development.
- Developed a sponsorship and marketing strategy and produced high quality publicity pieces for distribution to the public.
- Provided support to community development by reviewing proposed developments for compliance with the park land dedication ordinance.
- Led in the revision of the park land dedication ordinance for subdivision development in 2004.
- Developed a Sportsmanship Policy, Development Review Policy, Refund Policy, Overnight Camping Policy, Fundraising Policy, and revised the Revenue Policy.
- Built a relationship with the school district to share facilities for recreation programming and School athletics.
- Designed a system of legal documentation for facility user groups, park renters, and program instructors.
- Purchased and implemented the use of recreation registration, online registration, and maintenance management software for department operations.
- Led the City's Employee Relations and Customer Service committee from 2004 to 2011. Accomplished the selection and implementation of a customer service training program. Facilitated the new employee customer service and in-service training for the City.

Recreation Supervisor **1998- 2001**

Clayton, MO Parks and Recreation

- Department team member involved in the development of policies, procedures, equipment purchases, and staffing plans for The Center of Clayton, a joint city-school district facility which opened in May, 2000.
- Coordinator of front desk operations, babysitting services, and all internal and external reservations for The Center of Clayton.
- System manager for the RecWare software used by The Center of Clayton.
- Working member of the Operations Committee of The Center of Clayton.
- Manager of the 1999 Shaw Park Pool and Tennis Center management contracts.
- Coordinator of departmental marketing through seasonal brochure development, membership renewal package design, and flyer design and distribution.

- Assistant to the Director in budget preparation.
- Assistant to the Director in preparation of bid proposals and specifications.
- Assistant to the Parks and Recreation Commission in the Wydown Park survey.
- Supervisor for one full time person, 22 part time front desk, babysitting, and building attendant staff. Previously supervisor for one graduate intern and eight part time fitness staff members.

Program Coordinator **1997-1998**
El Dorado, KS Recreation

- Planned, developed, promoted, and staffed youth and adult recreation programs for the City of El Dorado and surrounding community. Interviewed, hired, trained, and evaluated part time staff.
- Collaborated with the business community to develop innovative programming.
- Led youth groups in the development of a city youth center.
- Led the department in the development of a master plan for recreation programming, facilities, and parks.

EDUCATION

M.S. Sport Management Virginia Polytechnic Institute
Blacksburg, VA

B.S. Exercise Science Virginia Polytechnic Institute
Blacksburg, VA

PROFESSIONAL ORGANIZATIONS & CERTIFICATIONS

- Missouri Park & Recreation Association, Board Member from June, 2003 to June, 2008. Study and Research committee chair 2005-11, 2015 to present. President 2011-12. Trainer: MPRA "Did You Know" Program.
- Founding Regent, Lyle Beaver Leadership Development Institute, 2005-2016.
- National Recreation & Parks Association, member, 2001-present. Certified Parks and Recreation Professional. National Conference Program Committee 2016-present.
- Regent, Rocky Mountain Revenue & Management School, 2006-12. Chair for the 2012 school.
- Kansas City Metro Parks & Recreation Director's Association. Chair, 2005.
- Northland Regional Chamber of Commerce Parks & Recreation Committee. Chair 2016.
- NRPA Council on Accreditation for Parks, Recreation, and Tourism (COAPRT). Council member and campus visitor, 2012-present.
- American Academy for Parks and Recreation Administration. Committee Chair 2016.

AWARDS & CITATIONS

- Missouri Park & Recreation Association Fellow Award, 2017.
- Community Health in Action (CHIA) Citation, 2015.
- City of Raymore Employee of the Year, 2011.
- City of Raymore Innovation Award, 2009.

Jessica Foulis
PO Box 782
Eagle, CO 81631
(703) 489-6490
jgfoulis@gmail.com

Dear Town of Eagle,

I'm writing to express my strong interest in serving on the Town of Eagle Open Space and Recreation Advisory Committee. I am very passionate about open space and recreation in and around the Town of Eagle. I am a systems thinker and creative problem solver, I enjoy designing and managing programs related to open space and recreation issues. I am especially passionate about protecting open space and recreation opportunities.

I have over 10 years of experience in conservation and open space, ranging from developing and implementing conservation programming, to identifying new opportunities and collaborating with strategic partners to meet conservation goals and develop projects. This experience includes developing strong relationships with politicians, elected officials, colleagues, partner organizations, grassroots activists, and federal land management staff. I have lived in Eagle County for ten years and am excited for the opportunity to make a long-term commitment to the Town of Eagle and our local community.

My background is in natural resource management and I am very familiar with the Town of Eagle Open Space program. My experience has taught me how to build strong relationships throughout my community to identify community issues and how open space and recreation can help. I have worked with communication teams on public relations efforts. I am self-motivated and work well independently, as well as on a team.

Sincerely,

Jessica Foulis

Jessica Foulis

Jessica Foulis
October 2019

PO Box 0782 (703) 489-6490
Eagle, CO 81631 jgfoulis@gmail.com

Passionate **Leader** **Community Organizer**

Skilled, self-reliant leader with the presence, confidence and communication skills to operate as a peer with an active, able Board, EVLT staff, senior corporate and government officials, community leaders and high net worth individuals. Community Organizer with experience with grassroots, non-profit environmental advocacy. Successful project manager with experience managing multiple projects with deadline pressure. Core competencies include:

- **Sincere interest in and deep passion for land conservation;** understanding of and commitment to EVLT's mission and goals.
- **Excellent communication and interpersonal skills**; ability to work successfully with a wide range of constituents, quickly interpret and strategically respond to others' emotions, opinions and statements.
- Proven ability to **manage staff and volunteers** to achieve measurable results.
- Ability to **professionally represent** an organization to decision makers, the press and the public.
- Demonstrated understanding of current and evolving trends in conservation, government relations, fund raising and non-profit management.
- Understanding of Land Trust Alliance accreditation Standards and Practices.
- **Self-motivated**, ability to work outside of a highly structured work environment, ability to effectively balance multiple projects and issues.
- Nonprofit management experience, basic understanding of nonprofit bookkeeping.
- Demonstrated entrepreneurial, leadership and visionary qualities.
- **Collaborative** by nature, experience reinforcing and improving upon a team-oriented environment.
- **Creativity, patience, drive and a sense of humor.**

EDUCATION

MS, Human Dimensions of Natural Resources 2017
Colorado State University, Fort Collins, Colorado **GPA: 4.0**
BS, Wildlife Sciences 2007
Virginia Polytechnic Institute and State University, Blacksburg, Virginia **GPA: 3.1**

SIGNIFICANT ACCOMPLISHMENTS

- Developed and executed environmental plan for the **Audubon Cooperative Sanctuary Program** with **diverse stakeholders** at Red Sky Ranch Golf Course in Wolcott, Colorado.
- Selected as a presenter for the 2017 **Sustaining Colorado Watersheds Conference** on the **Role of Human Dimensions of Natural Resources and Risk Communication in Mitigation Efforts During Flood Recovery**

PROFESSIONAL EXPERIENCE

Executive Director January 2020-present
Eagle Valley Land Trust, Eagle County, Colorado

- Oversee operations of Eagle Valley Land Trust
- Proactively support board, staff and consultants
- Support negotiations and completion of conservation easements.
- Support team efforts to solicit grants in connection with conservation projects.
- Work collaboratively and in partnership with all Land Trust partners including Eagle County Planning and Open Space departments in the implementation of the open space program.
- Promote EVLT as a conservation partner and leader within Eagle County.
- Support implementation of strategic plan and alignment with vision and mission.

Stewardship and Outreach Manager March 2016-December 2019
Eagle Valley Land Trust, Eagle County, Colorado
- Collaborate well with key conservation partners.
- Supervise interns as a team member, fostering a healthy work environment with the goal of retaining staff.
- Empower staff and board to accelerate community conservation strategies.
- Manage annual stewardship obligations in conformance with LTA Standards and Practices.
- Monitor and report legislation and regulations at the local, county, state and federal levels that impact conservation.

Adjunct Instructor August 2015–December 2017
Colorado Mountain College, Eagle County, Colorado
- Simplified and explained complex conservation concepts to general audiences
- Developed curriculum for, and taught the following classes:
  - Systems Thinking and Sustainability
  - Introduction to Environmental Sciences.

Eagle Blue Trail Coordinator June 2014-October 2015
American Rivers, Eagle County, Colorado
- Represented AR; maintained and built cooperative relationships with diverse groups, including conservation partners, local and state government officials, donors, board members, and the general public, to further the Eagle River Blue Trail.
- Engage and expand community support for local conservation, including fostering strong local government, civic groups, and media relationships.

Graduate Teaching Assistant August 2013-May 2014
Colorado State University, Fort Collins, Colorado

Graduate Fellow and Natural Science Educator May 2012-August 2013
Walking Mountains Science Center, Avon, Colorado

Naturalist May 2011-May 2012
Walking Mountains Science Center, Avon, Colorado

Conservation Crew Leader May –August 2006 and May –August 2008
Student Conservation Association, Washington D.C.

Professional Trail Crew Member September 2008 and November 2009
Student Conservation Association, Denali AK and Kisatchi National Forest, LA

PwrHrs After School Program Instructor December 2012-Present
Youth Foundation, Vail Valley Foundation, Eagle County, Colorado

Lead Horticulturist May-October 2009 and May-October 2010
Red Sky Ranch Golf Course, Vail Resorts, Wolcott, Colorado

Guest Services Staff, Guest Services Lead November 2008-April 2009 and November 2009-April 2010
Beaver Creek, Vail Resorts, Avon, Colorado

Forestry Intern and Camp Counselor May-August 2005
Northern Virginia 4-H Center, Front Royal, Virginia

COMMUNITY ENGAGEMENT

Advisor January 2019-Present
CSU Extension Small Acreage and Horticultural Advisory Group

Graduate January 2019-June 2019
Family Leadership Teaching Institute

Volunteer Coach April 2018-Present
The Cycle Effect

Precinct Committee Person November 2016-Present
Eagle County Democrats

Volunteer Member January 2016-Present
Upper Colorado Private Boaters Association
- Representative for the Upper Colorado Wild and Scenic Alternative Stakeholder Group

Member and Fund Raiser July 2015-June 2017
Eagle River Park Citizen's Committee

Healthy Communities Coalition Member February 2014-March 2016
Eagle County, Colorado
Youth Mentor / Sherpa January 2012-December 2016
SOS Outreach, Eagle County, Colorado
Volunteer Trail Crew Member June 2012-Present
Vail Valley Mountain Bike Association, Eagle County, Colorado

ADDITIONAL SKILLS

- Ability to read a map and safely navigate challenging backcountry conditions
- GIS mapping experience
- Computer literate, proficient in social media
- Able to lift considerably more than 50 lbs.
- Willingness to work early mornings, evenings and weekends and travel for work

August 14, 2020

Dear Members of the Open Space & Recreation Advisory Committee:

I write to you to today as part of my application to join your committee. I am fairly new to Eagle, having purchased a home in Soleil in June 2018 and moved into the home that December. Before our move to Eagle, my family and I lived in the Washington, DC metro area. In the short time that we have lived here, we have been embraced by the community and wish we moved here years ago. There are so many remarkable aspects to living in Eagle, but one of the most amazing parts has been the amazing wildlife that frequent our incredible open spaces.

I would very much like to join the Open Space & Recreation Advisory Committee (OSRAC). With nearly two years of employment at Walking Mountains Science Center, I understand the importance of viable open spaces in our town and the importance of protecting the wildlife. I established excellent relationships with colleagues who currently work with the County's Open Space and other individuals who can easily act as reference points in the work of the OSRAC. Currently, I work as the Community Engagement Manager at Mountain Recreation and have a vested interest in serving the community to maintain the quality of life we are so fortunate to have. In that role, I research and write grants in support of our work—this skill is easily transferable to the OSRAC. As the Community Engagement manager, I work on raising community awareness and communications with everyone in the Mountain Rec District. Lastly, I am a parent. I have two children who play in the creeks, stare in awe over the elk that visit us in the winter, and can now teach me about the unique features of our land. I want to be a part of this committee so I can ensure that the open space and trails will be here—and be even better—for their children.

While I am newer than other residents to Eagle, I bring with me ideas that are different--because I don't have the institutional knowledge that longer-term Eagle folks have. I worked in Design Thinking Workshops and have learned how to think creatively to accomplish looming issues. I hope that my tenure here does not hurt my chances. I love this town, and would be so delighted to help direct its future.

Thank you for considering my application to join the Open Space & Recreation Advisory Committee.

Sincerely,

Lizzy Z. Owens
202-557-1673
elizabeth.z.owens@gmail.com

From: Jenny Rakow
To: Brandy Reitter
Subject: Fwd: Online Form Submittal: Town Council, Planning Commission & Committee Application Form
Date: Thursday, October 8, 2020 4:43:04 PM

This is what the applications look like if you want to save them individually. It's what gets emailed to us. Let me know. I can forward them to you to save as Pdfs.

Get Outlook for iOS

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, September 3, 2020 3:58:37 PM
To: Clerk Group <clerk@townofeagle.org>; Brandy Reitter <brandy.reitter@townofeagle.org>
Subject: Online Form Submittal: Town Council, Planning Commission & Committee Application Form

Town Council, Planning Commission & Committee Application Form

Select the Council, Commission, or Committee applying for	Open Space & Recreation Advisory Committee
PERSONAL INFORMATION	
First Name	Janet
Last Name	Bartnik
Address1	54 Field Street
Address2	PO Box 231
City	Eagle
State	Colorado
Zip	81631
Email Address	JBartnik@mountainrec.org
Contact Phone Number	8168208776
Business Address	52 Lundgren Blvd / PO Box 375 Gypsum
Business Phone Number	9706887335
Occupation	Recreation District Director

ELIGIBILITY AND RESIDENCY INFORMATION

Are you a United States citizen?	Yes
Have you been an Eagle resident no less than 12 consecutive months?	Yes
Length of Residency in Eagle	2 years
Are you a registered voter and eligible to vote in the Colorado General Election?	Yes

EDUCATION AND HOBBIES

High School	Courtland HS, Spotsylvania VA
College	Virginia Tech
Trade or Business School	*Field not completed.*
Hobbies	hiking, trail running, snowshoeing, SUP, anything outdoors

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	Yes
If yes, which	Eagle Charter Commission
Please list organization memberships and positions held	National Recreation and Park Association, several positions American Academy for Parks and Recreation Administration, several positions Colorado Parks and Recreation Association, Directors Section Chair Missouri Park and Recreation Association, several positions
Please List Areas of Special Interest	Recreation, parks, open space

(Section Break)

ADDITIONAL QUESTIONS

1. What opportunities does the Town of Eagle have?	The vast amounts of open space that surround the Town of Eagle provide quality of life opportunities to residents, business owners, and visitors alike. We residents enjoy having open space to enjoy right outside our doors, which brings us physical, social, emotional, and mental health benefits every day. Utilizing open spaces appropriately can also benefit local businesses by encouraging visitors to come bike, hike, and camp individually or at events.
2. What challenges currently exist in the Town of Eagle?	The challenge is in finding out how to regulate and balance the uses of proximal open space, working with partners at the county and federal level, to bring economic dollars to Town without interrupting wildlife migration patterns and disturbing critical habitat.
3. As a Council/Committee Member, how would you approach these challenges?	Finding a balance that creates community, offers healthful experiences, protects wildlife, fills businesses, and ensures the future health of the open space, parks, and recreation opportunities will be key. Critical are listening to a balance of groups impacted and experts, and finding that sweet spot that best fits teh Town of Eagle.

CONFLICT AND DISCLOSURES

Nominations and appointments may require individuals to complete and sign an Affidavit of Acceptance and Conflict of Interest Disclosure forms. The Town Clerk will make these available when appropriate and necessary.

Please attach a cover letter or experience information	Janet Bartnik - Resume - 2020.pdf

Email not displaying correctly? View it in your browser.

From: Jenny Rakow
To: Brandy Reitter
Subject: Fwd: Online Form Submittal: Town Council, Planning Commission & Committee Application Form
Date: Thursday, October 8, 2020 4:46:43 PM

Get Outlook for iOS

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Friday, August 14, 2020 2:59:12 PM
To: Clerk Group <clerk@townofeagle.org>; Brandy Reitter <brandy.reitter@townofeagle.org>
Subject: Online Form Submittal: Town Council, Planning Commission & Committee Application Form

Town Council, Planning Commission & Committee Application Form

Select the Council, Commission, or Committee applying for	Town Council (vacancies only)

PERSONAL INFORMATION

First Name	Lizzy
Last Name	Owens
Address1	PO Box 1827
Address2	PO Box 1827
City	Eagle
State	CO
Zip	81631
Email Address	elizabeth.z.owens@gmail.com
Contact Phone Number	2025571673
Business Address	49 Soleil Circle
Business Phone Number	*Field not completed.*
Occupation	Community Engagement Manager

ELIGIBILITY AND RESIDENCY INFORMATION

Are you a United States citizen?	Yes
Have you been an Eagle resident no less than 12 consecutive months?	Yes
Length of Residency in Eagle	20 months
Are you a registered voter and eligible to vote in the Colorado General Election?	Yes

EDUCATION AND HOBBIES

High School	Choate Rosemary Hall, Wallingford, CT
College	Smith College, Northampton, MA
Trade or Business School	MA in Latin American Cultural Studies at the University of Manchester, UK
Hobbies	Reading, hiking, skiing, camping, spending time with my family

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	No
If yes, which	*Field not completed.*
Please list organization memberships and positions held	*Field not completed.*
Please List Areas of Special Interest	*Field not completed.*

(Section Break)

ADDITIONAL QUESTIONS

1. What opportunities does the Town of Eagle have?	The Town of Eagle has opportunities to protect the wildlife, enhance the existing trail system, protect the natural resources and make our community even more vibrant. We can make

	Eagle a destination and an even stronger and safer trail system is a great way to help us get there.
2. What challenges currently exist in the Town of Eagle?	The biggest challenge I see is the increased housing without plans in place for wildlife mitigation and protection. That being said, other challenges include the differing points of view between those who have lived in Eagle for a long period of time and the newcomers; and ensuring that the LatinX population has a voice in any TOE decisions.
3. As a Council/Committee Member, how would you approach these challenges?	I am a big proponent of collaboration. Nothing can be done--nor should it be done--within a vacuum. Communication, partnerships, and collaboration is the best way to approach challenges. I like people, I like connecting with them, and I love talking with them. Working and talking with stakeholders and residents will be the most effective way to ensure that we are able to work through those challenges.

CONFLICT AND DISCLOSURES

Nominations and appointments may require individuals to complete and sign an Affidavit of Acceptance and Conflict of Interest Disclosure forms. The Town Clerk will make these available when appropriate and necessary.

Please attach a cover letter or experience information	OSRAC-Owens.pdf

Email not displaying correctly? View it in your browser.

From: Jenny Rakow
To: Brandy Reitter
Subject: Fwd: Online Form Submittal: Town Council, Planning Commission & Committee Application Form
Date: Thursday, October 8, 2020 4:43:48 PM

Get Outlook for iOS

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, September 3, 2020 8:49:53 AM
To: Clerk Group <clerk@townofeagle.org>; Brandy Reitter <brandy.reitter@townofeagle.org>
Subject: Online Form Submittal: Town Council, Planning Commission & Committee Application Form

Town Council, Planning Commission & Committee Application Form

Select the Council, Commission, or Committee applying for	Town Council (vacancies only)

PERSONAL INFORMATION

First Name	Erinn
Last Name	Hoban
Address1	321 Church St. X-6012
Address2	*Field not completed.*
City	Eagle
State	CO
Zip	81631
Email Address	erinnmhoban@gmail.com
Contact Phone Number	9703430043
Business Address	*Field not completed.*
Business Phone Number	*Field not completed.*
Occupation	Old Growth Tree Service

ELIGIBILITY AND RESIDENCY INFORMATION

Are you a United States citizen?	Yes
Have you been an Eagle resident no less than 12 consecutive months?	Yes
Length of Residency in Eagle	6 Years
Are you a registered voter and eligible to vote in the Colorado General Election?	Yes

EDUCATION AND HOBBIES

High School	Wooster High School, Wooster OH
College	University of Pittsburgh, Pittsburgh PA
Trade or Business School	*Field not completed.*
Hobbies	Mountain Biking, Rafting, Snowboarding, Skinning/ Skiing

ORGANIZATION MEMBERSHIP INFORMATION

Are you or have you served on other Boards, Commissions, or Committees?	No
If yes, which	I haven't had the opportunity to be on other Boards, Commissions or Committees. Only a part of teams.
Please list organization memberships and positions held	*Field not completed.*
Please List Areas of Special Interest	*Field not completed.*

(Section Break)

ADDITIONAL QUESTIONS

1. What opportunities does the Town of	Eagle is an adorable little town with great access to the outdoors and a healthy lifestyle everyone should be fortunate to have. As

Eagle have?	Eagle grows the ability to share the outdoors will become part of the towns livelihood and it will be important to grow the right way.
2. What challenges currently exist in the Town of Eagle?	Growth is inevitable. I hear complaints about new people, new homes and crowded trails. There isn't a way to stop this growth but I hope there are ways to encourage it correctly. I think it would be exciting to hear ideas and work to help make this a positive experience. Especially in regards to the aspects of our community I enjoy and that includes our trails and open space.
3. As a Council/Committee Member, how would you approach these challenges?	With an open mind. Ideas and solutions can not happen without communication and information.

CONFLICT AND DISCLOSURES

Nominations and appointments may require individuals to complete and sign an Affidavit of Acceptance and Conflict of Interest Disclosure forms. The Town Clerk will make these available when appropriate and necessary.

Please attach a cover letter or experience information	TOE Open Space and Rec.pdf

Email not displaying correctly? View it in your browser.

To: Mayor and Town Council

From: Bill Shrum, Assistant to the Town Manager

Date: October 13, 2020

Agenda Item: Resolution No. 74, Series 2020, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Professional Services Agreement with Zehren and Associates for the Highway 6/ Grand Avenue Corridor Study.

REQUEST:

Staff requests that the Town Council review the Professional Services Agreement with Zehren and Associates to conduct the Highway 6/ Grand Ave. Corridor Study.

INTRODUCTION:

The Town acquired the management and maintenance responsibilities from the Colorado Department of Transportation (CDOT) in the fall of 2017 through a process called devolution. Matching this transition, the Highway 6/ Grand Ave Corridor Study was identified as a key solution to the 2017 Strategic Plan for Implementing Priority Infrastructure Improvements. Through the summer of 2020, the Town conducted a request for proposals for the scope of work identified by Town Council, Community Development, and Public Works.

ANALYSIS:

Two Council members joined staff in reviewing the following proposals and conducted interviews with 4 finalists, in bold.

- **CJH Planning**
- **Fehr & Peers**
- Felsburg, Holt & Ullevig
- Kimley- Horn
- **Stantec**
- **Zehren and Associates**

Components of the Highway 6/ Grand Ave. Corridor Study will address a number of municipal needs, including infrastructure planning, access control, community and economic development, and design standards for key gateways for the Town. Key deliverables through this process will provide the Town with 30% engineering designs to accurately project costs to implement suggested outcomes, a robust community engagement element to bring residents, business owners, and developers to the table, and improve the Town's infrastructure planning and mapping assets.

Each of the submissions was reviewed by the selection committee according to the criteria listed above, and in the request for proposals. The consensus choice of the committee based on the overall proposal was Zehren and Associates.

COMMUNITY INPUT:

Mayor Pro Tem Jessen and Councilman Palmer joined the staff review committee during the selection process.

BUDGET / STAFF IMPACT:

As a part of the Haymeadow Development ADA, the Town will contribute the first $300,000 to the overall cost of the project. Haymeadow will contribute the subsequent $357,986 in no more than two separate payments during the duration of the project. The Assistant to the Town Manager, Community Development Director, and Town Engineer will share project management duties for the study.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

The Highway 6/ Grand Ave Corridor Study will directly assist the Town of Eagle's Strategic Goal to Stimulate Economic Vitality and Development by creating opportunities on Highway 6.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** Resolution No. 74, Series 2020, A Resolution of the Town Council of the Town of Eagle, Colorado Approving a Professional Services Agreement with Zehren and Associates for the Highway 6/ Grand Avenue Corridor Study.

ATTACHMENTS:

Resolution 74-2020 – PSA for Zehren and Assoc – HWY 6 Study
PSA for Zehren and Assoc – HWY 6 Study.pdf

TOWN OF EAGLE, COLORADO
RESOLUTION No. 74
(SERIES 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ZEHREN AND ASSOCIATES FOR THE HIGHWAY 6/ GRAND AVE. CORRIDOR STUDY

WHEREAS, The 2017 Strategic Plan for the Town states a Grand Avenue Corridor Plan is a solution to Major Objective No. 7; and

WHEREAS, The Town of Eagle has received financial assistance from Haymeadow Development for the development of a Grand Avenue Corridor Plan; and

WHEREAS, The Town has funds in the 2020 budget for the implementation of a Grand Avenue Corridor Plan; and

WHEREAS, staff conducted a request for proposals which concluded August 21, 2020 and selected Zehren and Associates to perform the work; and

WHEREAS, staff is presenting a Professional Services Agreement to the Council in the amount of $657,986,

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

Section 1. The Town Council hereby approves the attached Professional Services Agreement and authorizes the Town Manager to execute such Professional Services Agreement for the Highway 6/ Grand Avenue Corridor Study.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Town Council of the Town of Eagle, Colorado, held on October 13, 2020.

TOWN OF EAGLE, COLORADO

By:_____
Scott Turnipseed, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this 13th day of October, 2020 (the "Effective Date"), by and between the Town of Eagle, 200 Broadway, Eagle, CO 81631, a Colorado Home Rule municipal corporation (the "Town"), and Zehren and Associates, Inc., an independent contractor with a principal place of business at PO Box 1976 Avon, CO 81620 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor a total not-to-exceed amount of $657,986 as described in

Exhibit A as stipulated in Contractor's Proposal submitted 10/05/20 to the Town of Eagle. This amount shall include all fees, costs and expenses incurred by Contractor for the work described as a regular part of the Scope of Work identified in Exhibit A. Contractor may be authorized for additional compensation for work completed on a case-by-case basis for projects identified and approved by the Town Manager and/or their designee. Contractor may submit invoices for monthly work provided in accordance with the proposed project timeline and completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $1,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests' provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $1,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any

subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. CONFIDENTIAL INFORMATION

The Town expressly acknowledges that the Contractor now possesses or will possess information of a confidential or secret nature in both written and unwritten form that has unique commercial value ("Confidential Information"). For purposes of this Agreement, Confidential Information includes, without limitation, trade secrets, processes, methods, computer programs or databases, data, know-how, inventions, improvements, techniques, marketing plans, product plans, strategies, and forecasts. The Town expressly acknowledges that the Town's relationship with the Contractor creates a relationship of trust and confidence between the Town and the Contactor with respect to the Confidential Information and covenants not to use, disclose, disseminate, re-brand or solicit the use of said Confidential Information unless mandated by law or governing statutes, or the Contractor provides prior written consent.

X. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this

Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

XI. CONTRACTOR'S RESPONSIBILITIES

A. Completion/ Supervision of Work. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing

Work.

B. Duty to Inspect. Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

C. Furnishing of Labor and Materials.

1. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

2. In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.

3. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq*.

D. Employee Safety and Conduct.

1. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Work any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

2. Contractor shall be responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

3. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the work site and adjacent property.

4. Contractor and its employees, and employees of Contractor's suppliers, agents, and subcontractors shall at all times treat residents and the

public with respect and courtesy. Contractor shall conduct his work in such a manner as to cause the least inconvenience to local residents and the public. The Project Manager may demand dismissal of workers for any of the following:

- Being discourteous or disrespectful to local residents or the public.
- Abuse or taunting of pets.
- Disposing of rubbish in locations other than approved receptacles.
- Use of vulgar, abusive, or harassing language or gestures.
- Use or possession of alcoholic beverages or drugs other than over-the-counter and prescription drugs.
- Elimination of body waste in locations other than approved sanitation facilities.
- Damage or defacement of private property outside of street right-of-way and not necessary for the completion of the Work.
- Trespassing on private property.

E. Cleanup.

1. Contractor shall keep the work site and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the work site, including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.

2. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of an invoice, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

F. Payment of Royalties and License Fees. Contractor agrees to pay all royalties and license fees necessary for the Work, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from

such actions.

G. Taxes, Licenses, and Permits. Contractor shall pay all taxes imposed by law in connection with the Work, except the Town of Eagle Sales Tax, for purchases within the Town, and shall procure all permits and licenses necessary for the prosecution of the Work. Contractor shall obtain a Town tax-exempt number for the sales tax exemption.

H. Samples, Schematics, and Designs. Contractor shall furnish, upon the request of the Project Manager, samples, schematics, and designs to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

I. Compliance with Laws and Regulations. Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Work. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

J. Subcontractors.

1. Contractor shall furnish to the Project Manager at the time the Construction Contract is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

2. Contractor shall not employ a subcontractor to whose employment the Town reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

3. All contracts between Contractor and subcontractors shall conform with the Contract Documents and shall incorporate the relevant provisions of the Contract Documents.

K. Corrective Work. When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

L. Other Contracts. The Town reserves the right to let other contracts in

connection with the Work. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the work site necessary to perform their contracts.

M. Communication. Contractor shall direct all communications to the Town regarding the Work to the attention of the Project Manager.

XII. WARRANTIES

A. Warranty of Fitness of Equipment and Materials. Contractor represents and warrants to the Town that all equipment and materials used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

B. General Warranty. Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two years from the date of final acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Payment and Performance Bond any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

XIII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

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

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

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Return of Property. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

M. Default. The Town may terminate this Contract upon thirty days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including without limitation an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

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

TOWN OF EAGLE, COLORADO

_____
Town Manager

ATTEST:

_____
Jenny Rakow, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2020, by _____ as _____ of _____.

My commission expires:

(S E A L)

_____
Notary Public

EXHIBIT A
SCOPE OF SERVICES

Proposed Scope of Services

See Attached PDF – Exhibit A.

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Eagle (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence <u>and</u> identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program and provide such verification to the Town.

_____ _____

Signature Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public contractor under contract with the Town of Eagle (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

_____ _____
Signature Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2019, by _____ as _____ of _____.

My commission expires:

(S E A L)

_____
Notary Public

ZEHREN
AND ASSOCIATES

Exhibit 'A'

October 5, 2020

Bill Shrum
Town of Eagle
200 Broadway, PO Box 609 | Eagle, CO 81631
P: 970.386.9652 E: bill.shrum@townofeagle.org

RE: Town of Eagle Highway 6 Grand Avenue Corridor Plan:
Zehren and Associates, Inc Team Scope of Work, Professional Fees, and Schedule
Zehren and Associates, Inc. Project # 20202801.01

Dear Bill,

On behalf of the project team for the Highway 6 Grand Avenue Corridor Plan, I am pleased to provide this of work, fees and schedule to be reflected in the Professional Services Agreement (PSA) to be entered between Zehren and Associates, Inc (ZAA) and the Town of Eagle (TOE). We appreciated the opportunity to re-visit the scope of work with the Town's team and fine-tune it to address the anticipated project needs. Additional tasks and fees agreed upon between the Town of Eagle during contract negotiations have been added to the scope of work and are reflected in this memorandum. This memorandum is Exhibit 'A' to the PSA and will govern the ZAA project delivery and effort for the TOE. The ZAA team's proposal as submitted to the Town on July 29, 2020 is included as Exhibit 'B'.

SCOPE OF WORK

The ZAA project team proposes a scope of work for the Grand Avenue Corridor Plan structured into (3) major phases of work as follows:

Phase 1: Start Up, Information Review & Gathering, Inventory, Analysis, Stakeholder and Community Engagement.
Phase 2: Conceptual Planning, Scenario Modeling & Selection, Stakeholder and Community Engagement.
Phase 3: Preliminary Design (30%) / Community Engagement / Preferred Scenario Modeling / Implementation Plan

An approximate duration of **6 months for each phase of work**, for a total project duration of 18 months is the proposed schedule. Each phase has a discrete set of tasks and deliverables that are structured to inform the ensuing phase of work. The proposed scope of work has been tailored specifically for the Town of Eagle's needs and to allow each of the proposed team members to apply their expertise to their tasks while working collaboratively with the other team members. The completion of the tasks in all (3) phases will result in the specific deliverables requested by the Town in a coordinated manner. Working together holistically in this manner, each firm and its staff will be able to leverage the knowledge and findings of related disciplines in the completion of their work. The Town of Eagle will benefit directly from this approach as the team performs the scope of work incrementally with opportunity to review and redirect at the beginning and completion of each Phase. The sequence of tasks proposed in each phase is listed below, with the acronym(s) for each firm involved in the task for reference. In cases when most of the team is engaged in a task (ALL) is reflected after

the task. This sort of full team interaction will occur at the beginning and end of each phase and critical milestones within the process.

PHASE 1 START UP, INFORMATION REVIEW & GATHERING, INVENTORY, ANALYSIS, STAKEHOLDER AND COMMUNITY ENGAGEMENT.

In Phase 1 the team will lay a strong foundation and perform interdisciplinary inventory and analysis work that will allow detailed planning and design work to occur effectively in Phases 2 and 3. This phase involves reviewing and synthesizing the work that has been accomplished by the Town and others previously that directly relates to and affects the Grand Avenue corridor. Introduction of the overall project the town and stakeholders is important during this phase. This will include sharing the planning process, the schedule and most importantly the different ways to engage in the project and provide feedback.

The sequence of tasks proposed for Phase 1 includes:

a. Start-up: confirm schedule, project, project extents, communications, administrative protocols. (ALL).
b. Formulation of Guiding Principles / Project Goals (part of start up with Town team - ALL)
c. Stakeholder Committee Meeting #1: (review and confirm guiding principles & goals) (ZAA / AEI)
d. Surveying: infrastructure and utilities (SGM & AEI)
e. Inventory: GIS mapping, land use inventory, photographic inventory, existing street sections – 3 to 5 representative of typical conditions, background traffic and access control plan (AEI / MDE)
f. Community Engagement Mtg #1 Walking Audit Email Input) (ZAA / TS)
g. Analysis: opportunities and constraints diagrams 'block by block' (ZAA / AEI / EPS)
h. Soft Real Estate parcel analysis and valuation under current zoning and identification of potential redevelopment opportunities (EPS)
i. Matrix of Existing properties adjacent / located along Corridor / Zoning / Size / Value (EPS / ZAA)
j. PZC & Town Council update meetings (one each)
k. Bi-monthly meetings (team meeting every 2 weeks)
l. Weekly PM call (call between the Town and ZAA team Project Managers).

Summary of Phase 1 Community Engagement: the first round of community engagement is proposed in Phase 1 and will take the form of targeted virtual listening session in preparation for a 'walking audit' of the project corridor. Facilitated by Terra Soma with assistance of ZAA, AEI, and MDE the team will conduct several focus groups or virtual listening sessions with targeted stakeholders to begin to learn from, engage with, and include early in the process. Key groups might include businesses and landowners located on the corridor, elected leaders, town staff, railroad representatives, and active transportation (walking/biking) advocates. These conversations will help inform a 2-part walking audit, including a virtual walking audit and 'walk shop' design, intended as learning tool to engage into the project. Part 1 consists of a 60-90-minute webinar created to introduce the project, the walking audit virtual input platform, and key concepts and tools. It will include a virtual walk along sections of the corridor to help start the conversation and share initial observations on existing challenges and potential opportunities. Part 2 consists of an interactive map and forum will be used (likely through the Bang the Table platform the Town of Eagle currently uses) to allow for broader feedback and input from community members at large. This on-line map will help facilitate a virtual "walk" of the corridor where participants will be able to pin comments and/or post pictures to specific locations identifying key issues, barriers, and opportunities.

A survey will be created to further gather input on a range of topics such as safety, accessibility, parking and parking management, land-use, connectivity, and corridor/neighborhood character. This is also where the demonstration project or "pop-up" project could be introduced. Feedback will be gathered and synthesized on

existing conditions, where shared priorities and themes are emerging, along with suggestions for future improvements, to help inform the planning team and Phase 2.

Summary of Phase 1 Traffic Analysis and Data Collection: MDE will gather information from the current GIS database of existing land uses and future land use forecasts as determined from the Brush Creek Road Extension project. MDE will organize historic traffic counts as a basis for reviewing existing conditions which includes additional traffic counts at three intersections along the Grand Ave. corridor. MDE will produce GIS data sets and a map showing the background traffic volumes and access control, and HCM (Highway Capacity Manual) level of Service (LOS A-F) based upon delay, and queue length. MDE will inventory sight distance requirements and available sight distance for corridor accesses to help inform future access restriction decisions and input for the opportunities and constraints diagram.

Summary of Phase 1 Economic Analysis: Focus on Redevelopment Opportunities: to help focus the project regarding redevelopment opportunities, EPS will identify locations and uses for redevelopment opportunities. The goal is to increase the private placement of capital in Eagle with catalytic projects that in turn, increase the local employment base as well as the tax base. EPS will conduct a market assessment of the county and town to provide a framework of existing conditions and historic trends. With a focus on commercial, residential, and mixed-use development, EPS will estimate demand for these uses and evaluate the existing supply in Eagle and along the Highway 6 corridor. EPS will conduct a 'soft parcel analysis' to calculate the redevelopment potential of each site in the study area and identify a selection of opportunity parcels. Special consideration and analysis will be provided for existing Town owned land and Town R-O-W, specifically identifying sections of R-O-W for potential vacation and redevelopment. Building on this analysis, EPS will conduct a workshop with local developers and local stakeholders to solicit their input in terms of market momentum and vision. The focus on the workshop will be to identify key impediments that developers currently face related to the parcels along Highway 6. We will also discuss vision and frame the spectrum of change that the plan could incorporate. Following the workshop, EPS will integrate the data analysis with the developer insights and provide a hierarchy of opportunity, which will identify the best locations for redevelopment and potential uses that would find traction with local market conditions.

PHASE 2: CONCEPTUAL PLANNING, SCENARIO MODELLING & SELECTION, STAKEHOLDER AND COMMUNITY ENGAGEMENT.

In Phase 2 the project team will build upon the findings of the data gathering, inventory and analysis conducted in Phase 1 and develop conceptual plans for two different scenarios for the Grand Avenue corridor. The team will hold an internal virtual charrette to kick-off Phase 2, and discuss the direction provided by the Town at the conclusion of Phase 1. Thereafter the project team will hold a 'Community Virtual Design Process in a Week' as part of the community engagement for the effort. This multi-day session will result in an urban design tool kit to be applied to developing (2) different scenarios for the Grand Avenue corridor. Both scenarios will be analyzed carefully for infrastructure, zoning, utilities, traffic, and economic impact. Conceptual designs for gateways for the east and west entrances will be developed In Phase 2 in coordination with corridor improvements included in both scenarios. The (2) corridor scenarios and gateway concept designs will be shared with stakeholders, the public and appointed officials and a preferred scenario will be identified as an outcome of Phase 2.

The sequence of tasks proposed for Phase 2 includes:

a. Phase 2 Internal kick-off & Virtual Charrette (ALL)
b. Community Engagement #2: 'Community Virtual Design Charrette Process in a Week' (TS / ZAA / MDE)

c. Urban Design Toolkit: precedents, references, examples, photo simulations (ZAA / TS / MDE)
d. Conceptual Corridor Planning: (2) Corridor Scenarios (Plan & Section Drawings) (ZAA / AEI / MDE)
e. 3d Massing Model of 2 Scenarios with urban design elements (ZAA / TS)
f. Stakeholder Committee Meeting #2 Review scenarios (ZAA / AEI / MDE)
g. Refinement & Analysis of (2) Scenarios (ZAA / AEI / MDE)
h. Value Capture Strategies and Revenue Forecast of (2) corridor scenarios (EPS)
i. Traffic Engineering analysis of each scenario (MDE)
j. Infrastructure / Utility Analysis each scenario (cost estimate order of magnitude) (AEI)
k. Gateway Design examples and conceptual design (ZAA / AEI)
l. Stakeholder Committee Meeting #3 - Input and Selection of a Preferred Scenario (ZAA / AEI / MDE)
m. Community Engagement #3: Open House to inform the selection of preferred scenario (ZAA / TS)
n. Summary of Stakeholder Committee, Community, Staff input. Recommend preferred scenario (ZAA / ALL)
o. PZC & Town Council update meetings (one each). Confirm preferred scenario (ZAA / EPS / AEI / MDE)
p. Bi-monthly meetings (team meeting every 2 weeks)
q. Weekly PM call (call between the Town and ZAA team Project Managers)

Summary of Phase 2 Community Engagement: community engagement in Phase 2 will build upon the walking audit conducted in Phase 1 as a collaborative design tool. Two separate community engagement sessions are proposed in Phase 2. The first led by Terra Soma with assistance from ZAA and MDE is Community Virtual Design Charrette Process in a Week and to help build the (2) scenarios for the corridor. The second community engagement session in Phase 2 is an Open House (virtual or in-person) to gather input and to inform the selection of a preferred scenario for the Grand Avenue corridor. The format for these meetings will remain flexible to address COVID19 public health circumstances. Preference will be for in-person engagement if possible, or a hybrid format that will allow the team to leverage its local presence. The Community Virtual Design Charrette Process in a week consists of the following:

- Part 1 (Day 1): A 60-90 minute webinar will be created to report back on project priorities, guiding principles, existing conditions, challenges, ideas, and opportunities, collected to-date, and introduce key street tools such as gateway features, crossing types, bicycle facility types, landscaping, parking treatments, and more. Virtual "street sketch" breakout rooms will allow for small group conversation and ideation on applying street design tools to the corridor that start to further the shared community priorities and goals of the project.
- Part 2 (Day 2-4): An interactive map and forum will be used, again, but this time focused on collecting potential solutions from the community at large. This is a continuation of the live workshop from Part 1/Day 1, allowing for additional participation. During this time the design team is taking real-time input and starting to illustrate some starter ideas.
- Part 3 (Day 5): A short "pin-up" webinar to present back the design team's starter idea(s) for up to three different concepts. Real-time voting and facilitated discussion can take place.
- Part 4: A prioritization and comment period is opened (2-weeks?) to collect feedback on the starter idea(s) and prioritize the design direction to define the (2) preferred options. All the feedback is synthesized and can be used to help inform any other decision-making processes (such as with the steering committee) and next steps moving into selection of a preferred scenario to carry forward to 30% level of design in Phase 3.

Summary of Phase 2 Traffic Engineering and Traffic Analysis: Phase 2 will include operational modeling of major intersection configurations by MDE. For the corridor to operate successfully, the identified major intersections and their proposed configurations will be modeled to properly understand constraints. Modeling will include LOS and queuing analysis. The intent is not to recommend a large bloated roadway section, but to balance the interests of the community with a "right-sized" multi-modal street section. MDE will review the operational implications of alternate intersection configurations with access restriction constraints at minor accesses, such as:

- Restricted left out movements from minor streets
- Restricted Right-in, Right-out (RIRO) to minor driveways and streets
- Closure of minor street access to Grand Ave

Relative to Roundabout Infrastructure MTJ Engineering will coordinate on conceptual roundabout design plans with team. MTJ is presently working on the Brush Creek Road Extension Project with McDowell Engineering and AEI. In addition to a possible roundabout at the extension location, two other possible locations on the Grand Ave corridor are anticipated.

In Phase 2 MDE will determine the traffic impacts of the proposed zoning modifications proposed in the (2) scenarios. Following are task

- Trip generation of the new/redeveloped land uses
- Analyze HCM (Highway Capacity Manual) level of Service (LOS A-F) based upon delay, and queue lengths
- Access requirements for new/redeveloped land uses
  Access Control Plan scenarios for the corridor
- Using the outcome from the access configuration scenarios, these access controls will be integrated into the two corridor alternatives.
- McDowell Engineering to provide input of the gateway design on traffic operations.
- Prepare a VISSIM microsimulation model that models intersections between pedestrian, bicycle, and vehicular interactions on the corridor. Includes analysis and a series of rendered videos for presentation purposes.
- Provide aerial video observation of corridor operations and traffic progression.
- Attend and facilitate landowner meetings and long-term recommendations for a connection from the Sylvan Lake Road roundabout to Fairgrounds Road.
- Produce GIS data sets and a map showing the background traffic volumes and access control, and HCM (Highway Capacity Manual) level of Service (LOS A-F) based upon delay, and queue lengths.
- Provide aerial drone imagery in addition to surveying drone technology.

Summary of Phase 2 Economic Analysis – Focus on Value Capture Strategies, addressing public, private, and public-private financing: In Phase 2 EPS will assist the project team and the Town with value capture strategies to consider relative to the 2 corridor scenarios. The purpose of value capture is to enable the public sector to realize a portion of the financial benefit generated by transportation improvements. As can be seen in many other communities, transportation benefits often create higher land values. The challenge is for the public sector to maintain some of this value in the public realm. EPS has a rich knowledge and experience using value capture tools in a variety of applications. EPS will generate revenue forecasts for the corridor and identify the optimate public finance tools to capture proceeds for Highway 6 improvements. As part of the work, EPS will construct a pro-forma model to show the relationships between entitlements, ROI, and the ability for developers to pay assessments for transportation improvements. The value capture tools analyzed will include GIDs, PIDs, BIDs, benefit districts for specific impact fees, TIF (based on URA) and TIF (based on an expanded DDA) The consultant team understands that the DDA conversation is on-going at this time, with potential for greater clarification when the Highway 6 project begins. The Zehren team will incorporate the most up-to-date information and build from that to tailor a set of tools that are consistent with other approaches used by the Town of Eagle. Using these tools, EPS will integrate revenue estimates and provide an evaluation matrix and will provide a work session for Town Staff to evaluate and rank options. After the 2 scenarios are identified, EPS will refine the revenue estimate and provide a final set of revenue forecasts.

PHASE 3 PRELIMINARY DESIGN (30%) / COMMUNITY ENGAGEMENT / PREFERRED SCENARIO MODELLING

In Phase 3 the project team will develop 30% level of design plans for the Grand Avenue corridor based on the preferred scenario identified in Phase 2. Additional analysis and modeling of the design will be performed by team members as the preferred scenario is refined to a 30% level of design. As a kick-off to Phase 3 the team will hold an internal virtual charrette to coordinate the development of the 30% preliminary design plan. The work accomplished by the team in the prior phases will culminate in Phase 3 and take the form of final recommendations to be expressed and included in the 30% preliminary design. Walkability and cycling recommendations will be provided by Terra Soma. An infrastructure plan will be part of the 30% level of design with an associated cost estimate prepared by AEI. Urban, streetscape, and landscape design elements will be included in the 30% design to address identity, sense of place, pedestrian safety, and a cohesive aesthetic design for the corridor. To communicate the design aspects a 'birds-eye' drawing of the corridor will be developed. Design guidelines for east and west gateways will be included with a conceptual design for each gateway, depicted as a perspective rendering. Zoning and re-development recommendations will be made by the team as may be enabled in the future by the phased development of the new corridor. Most importantly an implementation plan will be prepared with a phasing strategy to guide the Town in implementing the design of the corridor improvements into the future.

The sequence of tasks proposed for Phase 3 includes:

a. Phase 3 Internal kick-off & Virtual Charrette (ALL)
b. Refinement of Preferred Corridor Scenario toward 30% Preliminary Design
c. 3d Massing Model with major Urban Design Elements – update preferred scenario
d. Plan, Section, Photo Simulations – update for preferred scenario
e. (3) perspective renderings – 2 gateways & 1 birds eye
f. Walkability / Cycling recommendations
g. Stakeholder Committee Meeting #4
h. Community Engagement #4 – outdoor party & event as may be possible
i. 30% Preliminary Design – civil, traffic, landscape design
j. Development / Zoning recommendations for adjacent lands in corridor per preferred scenario
k. Design Guidelines for Gateways East and West.
l. Infrastructure Plan
m. Implementation Strategy / Phasing Plan
n. PZC & Town Council adoption meetings (one each)
o. Bi-monthly meetings (team meeting every 2 weeks)
p. Weekly PM call (call between the Town and ZAA team Project Managers)

Summary of Phase 3 Community Engagement: Additional stakeholder and community engagement will be performed as part of Phase 3, and to provide follow-up and update on the direction of the 30% design as a result of the process conducted in Phases 1 and 2. If possible, a community celebration will be held to promote the preferred corridor design. A model demonstration project is a potential outcome the team wishes to discuss in greater depth with the Town as an outcome of phase 3 and the overall project effort. This is an

opportunity for the design team to share progress (in real life) and further gather input to help the refinement of the 30% concept designs, as needed.

Summary of Phase 3 Traffic Engineering and Traffic Analysis: in Phase 3 MDE will do a final edit of the traffic model from Phase 2 based upon preferred scenario. MDE will review AEI and ZAA development of the 30% level of design and plans assist with the appropriate geometric requirements for the walkability and cycling components of the corridor plan. Likewise, MDE will assist AE with the appropriate geometric requirements for each of the accesses, associated turn lanes, etc. on the corridor. Relative to roundabout infrastructure, MTJ Engineering will coordinate on conceptual roundabout design plans with the team. To conclude their effort on the project MDE will prepare a traffic level analysis summary memorandum and give other high-level transportation system recommendations including discussion of other key transportation network connections and future access control policy/guidance.

In addition to the 30% level of design plan set, as part of the scope of work Alpine Engineering, Inc

a) Provide an analysis of potential roadway and trail connections for a conceptual design for a Sylvan Lake Road extension to cross the Eagle River and connect to Fairgrounds Road. This task would include up to two alternative alignments with plans and profiles of the roadways along with a summary of pros and cons for each alignment. Design would utilize existing GIS topographic information and FEMA FIRM floodplain mapping. Does not include design above concept level or cost estimates.

b) Analyze conceptual roadway and pedestrian connections to the Riverside Mixed-Use Parcel as identified on the Eagle River Corridor Plan. The intent would be to study possible roadway and infrastructure connections from Brooks Lane through to either Ping Lane/Second Street or at Broadway. Includes plan and profiles for one alignment crossing the Johnson Parcel and connecting to Fairgrounds Road and a refinement of the conceptual design for a pedestrian bridge connection from the CBD to Chambers Park. Design would utilize existing GIS topographic information and FEMA FIRM floodplain mapping. Does not include design above concept level or cost estimates.

In addition to the 30% level of design plan set, as part of the scope of work MTJ Roundabout Design, Inc will provide the following services:

a) attend additional Landowner Meetings (Assume 4 meetings at 2 hours each).

b) will analyze 2 existing roundabouts (Sylvan Lake and Eby Creek) to understand if they need additional improvements and make recommendations as a result of the analysis.

c) will coordinate on 30% Design roundabout design plans with team, assuming 3 new roundabouts along the corridor.

d) will provide High-Level Transportation System Recommendations for Sylvan Lake RAB to coordinate with a future Fairgrounds Connection by McDowell Engineering.

In addition to the 30% level of design plan set, as part of the scope of work Zehren and Associates, Inc will provide the following services:

a) Zehren and Associates, Inc will provide additional conceptual design for up to (3) additional roundabouts in the corridor.

Summary of Phase 3 Economic Analysis: Implementation Strategy, with Timeline for Improvements: In Phase 3 EPS will provide an implementation plan for the Town that integrates the revenue generation with the expenditure timing associated with the 30% preliminary design plans. The plan will draw from multiple financial sources, based on the analyses and direction provided in the earlier tasks. Potential funding for improvements will be identified from the aggregate proceeds from CIP, district formation, assessments, and other sources. EPS will construct a financial model to forecast the timing and estimate expenditures. Based on the financial model, a phased sequence will be constructed for the recommended improvements and project elements. EPS will integrate the various sources and uses to provide an implementation plan, accounting for actions and responsibilities by year.

DELIVERABLES BY PHASE:

PHASE 1:

Start Up:

- Meeting notes from Start-Up and Stakeholder Committee Meeting #1
- Guiding Principles and Project Goals

Inventory:

- Survey of Infrastructure and Utilities (SGM & AEI)
- Inventory of Existing GIS Mapping, Land Use Inventory (ZAA & AEI)
- Photographic Inventory (ZAA)
- Aerial Drone Imagery (MDE) (Additional Service)
- 3-5 Existing Street Sections (ZAA & AEI)
- Video Traffic Observations (MDE) (Additional Service)
- Background Traffic Information & Access Control Plan (AEI & MDE)
- Inventory of Sight and Distance Requirements and Available Sight Distance for Corridor Access (MDE)

Community Outreach:

- Targeted Virtual Listening Sessions (with Businesses, Landowners, Elected Leaders, Town Staff, Railroad (if applicable), Active Transportation Advocates) (TS)
- Walking Audit Analysis Webinar Introduction (TS)
- Interactive Map Forum (TS)

Analysis:

- Matrix of Existing Properties Adjacent / Located along Corridor: Zoning / Size / Value (EPS & ZAA)
- Soft Real Estate Economic Analysis / Valuation for Current Zoning / Redevelopment Opportunities (EPS)
- Workshop with Developers and Local Stakeholders and Integrate Findings with Data Analysis (EPS)
- Opportunities and Constraints Diagrams 'Block by Block' (ZAA & AEI)

PHASE 2:

Community Outreach:

• Walking Audit Collaborative Design Tool - Virtual Design Charrette (TS, ZAA, MDE, AEI)
• Iterative Design Map (TS)
• Pin-Up Webinar followed by comment and prioritization period (TS)
• Consolidated Notes from Community Engagement Meetings 2 and 3 and Stakeholder Engagement Meetings 2 and 4 (TS, ZAA, MDE, AEI)

Concept Planning

• Documented Precedents, References, and Examples including Photo Simulations
• Conceptual Corridor Planning - 2 Scenarios and accompanying diagrams, sections, and plans (2 Options) (ZAA, AEI, MDE, TS)
• Conceptual Roundabout Design (MTJ)
• Gateway Conceptual Design
• 3d Massing Model (2 Scenarios) (ZAA, MTI, MDE, TS)
• Operational Modeling of Major Intersection Configurations (MDE, MTJ
• High-Level Transportation System Recommendations for Sylvan Lake RAB to coordinate with a future Fairgrounds Connection by McDowell Engineering.
• VISSIM microsimulation model that models intersections between pedestrian, bicycle, and vehicular interactions on the corridor. Includes analysis and a series of rendered videos for presentation purposes.
• Aerial video observation of corridor operations and traffic progression.
• GIS data sets and a map showing the background traffic volumes and access control, and HCM (Highway Capacity Manual) level of Service (LOS A-F) based upon delay, and queue lengths.
• Aerial drone imagery in addition to surveying drone technology.

Financial:

• Value Capture Strategies with identification of all relevant public financing tools, with estimates of value to the Town of Eagle for each option (EPS)
• Evaluation matrix to enable the Town to identify options to include in a final set of recommendations (EPS)
• Workshop with Town Staff to define, evaluate, and rank options.

PHASE 3:

30% Conceptual Planning

• Walking & Bicycling Report Recommendations (TS)
• Refinement of Preferred Design
• 3d Massing Model / Urban Design Element
• 30% Level of Design - Civil, Traffic, Landscape (ZAA, AEI, MDE, TS, SGM)
• Development / Zoning Recommendations for Adjacent Lands in Corridor (ZAA, MDE, AEI)
• Plan, Section, Photo Simulations - Updated for Preferred Scenario (MDE, ZAA) '
• (3) 3d Artistic Perspective Renderings, (Two gateway, One Bird's Eye) (ZAA, MDE)
• 30% level of design for (3) new roundabout designs (MTJ)
• Design Guidelines for Gateways East and West (ZAA)
• Infrastructure Plan (AEI)
• Phasing Plan (ZAA)
• Summary Report (ZAA, AEI, SGM, TS, MDE, MTJ)

Financial

• Identification of aggregate proceeds (sources) and total project costs by phase (uses) (EPS)

• An implementation strategy, with an integrated set of sources and uses that address capital improvements by phase (EPS)
• Infrastructure Plan Cost Model (AEI)

Community Outreach
• Pop Up Event: Exhibit of 30% design (ZAA & TS)
• Model Demonstration Installed (TS & MDE)

SCHEDULE

The proposed schedule for the project is an overall duration of approximately eighteen (18) months with each phase lasting six (6) months. The original schedule included in the proposal assumed a start date of approximately September 1, 2020. At this time, the assumed start date for the project is October 15, 2020 and the general time frame for the project is:

Phase One: October 15 to through March 2021
Phase Two: April to September 2021
Phase Three: September 2021 – March 2022

A Master Schedule for the effort by Phase with actual dates for meetings will be established as part of the start up with the Town of Eagle pursuant to the general time frame for the project.

PROFESSIONAL FEES

The professional fees associated with the scope of work and deliverables by the project sub-consultants are as follows:

Zehren and Associates	$ 108,040	
Economic Planning Systems	$ 60,770	
Terra Soma	$ 52,050	
Alpine Engineering, Inc	$ 125,920	
SGM Surveyors	$ 65,200	
McDowell Engineering Inc / MTJ Roundabout Design, Inc	$ 233,104	
Subtotal		**$ 645,084**
Expenses Allowance (2% of labor)	$ 12,902	
TOTAL PROFESSIONAL FEES	**$ 657,986**	

These fees will be billed monthly on a time and materials not-to-exceed basis and for each consultant. One monthly invoice will be prepared by Zehren and Associates and sent to the Town via email.

Zehren and Associates, Inc appreciates the opportunity to submit this scope of work and fees for the Highway 6 Grand Avenue Corridor Plan. We look forward to working with the Town to set up and execute the PSA that will govern the work of our team. Please let me know any questions and concerns you may have and the next steps towards formalizing our agreement. Our team is looking forward to starting the Highway 6 Grand Avenue Corridor Plan for the Town of Eagle!

Sincerely,

ZEHREN AND ASSOCIATES, INC.
ARCHITECTURE · PLANNING · INTERIORS · LANDSCAPE ARCHITECTURE
P.O. BOX 1976 Avon, Colorado 81620 (970) 949-0257 FAX (970)949-1080

Pedro Campos, PLA
Principal, Landscape Architect / Land Planner

Z E H R E N AND ASSOCIATES, INC.
ARCHITECTURE · PLANNING · INTERIORS · LANDSCAPE ARCHITECTURE
P.O. BOX 1976 Avon, Colorado 81620 (970) 949-0257 FAX (970)949-1080

To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: October 13, 2020

Agenda Item: 2020 Town of Eagle Ballot Question Support Resolutions

REQUEST:

Staff requests that the Town Council review resolutions expressing support for the Downtown Development Authority (DDA), Gallagher Residential Assessment Rate Freeze, and Lodging Tax ballot questions for the November 3, 2020 Special Coordinated Election.

INTRODUCTION:

The Town Council recently supported placing three questions on the ballot for the citizens to vote on at the November 3, 2020 election. On September 22, staff asked if the Town Council wanted the attorney to draft resolutions expressing support for the ballot questions in accordance with the Fair Campaign Practices Act and town policies. Staff was directed to draft language and share it with the Town Council. Attached are the resolutions for review.

ANALYSIS:

Resolution No. 63 Supporting Issue 2C Related to the DDA – Ballot issue 2C creates a downtown district in Eagle that includes mostly commercial and limited residential properties.

Resolution No. 75 Supporting Issue 2B Related to the Gallagher Repeal – Ballot issue 2B effectively freezes the current Residential Assessment Rate at 7.15% and allows the Town to keep approximately $64,000 in revenues.

Resolution No. 76 Supporting Issue 2A Related to Lodging Tax – Ballot issue 2A replaces the $4.00 per night per room with a 6% tax. The 6% tax is per night per room and supports marketing, events and open space.

Pros for Supporting Town's Ballot Questions

- Town Council endorsement could give voters more confidence in a "yes" vote because the governing body thinks these measures are good for the community.
- Unanimous support for ballot questions demonstrates unity among the Town Council's decision to place these questions on the ballot.

Cons for Supporting Town's Ballot Questions

- There are negative perceptions if the Town Council doesn't support the ballot questions that were approved earlier this year and could discourage voters.
- If support isn't unanimous, it doesn't demonstrate unity of the Town Council which could lead voters to believe that these measures are not benefits to the community.

COMMUNITY INPUT:

Community input was solicited through the ballot question setting process. Community input mostly came from the Downtown Business Alliance in support of the DDA.

BUDGET / STAFF IMPACT:

There is no budget or staff impact from this proposal.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the following business values and strategic goals in the new Strategic Plan:

Major Objective: Enhance the Economic Resiliency of the Town Government – The proposed ballot measures helps the Town diversify revenues and improves financial sustainability. Revenues generated from all three measures gives the Town the ability to provide core services and attract visitors. The proposed ballot questions will help the Town's economic base and will support businesses over the long-term.

RECOMMENDED ACTION OR PROPOSED MOTION:

There are three action items:

Motion to **approve** or **deny** adoption of Resolution No. 63, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting and Urging a "Yes" Vote on the Eagle Downtown Development Authority at the November 3, 2020 Coordinated Election"

Motion to **approve** or **deny** adoption of Resolution No. 75, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Supporting and Urging a "Yes" Vote on Statewide Amendment B, Regarding Gallagher Repeal, and Town of Eagle Ballot Issue 2B Regarding Gallagher Stabilization at the November 3, 2020 Election"

Motion to **approve** or **deny** adoption of Resolution No. 76, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado Urging a "Yes" Vote on Ballot Issue 2A, the Lodging Tax Change, at the November 3, 2020 Coordinated Election"

ATTACHMENTS:

- Resolution No. 63
- Resolution No. 75
- Resolution No. 76

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 63
(Series of 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO SUPPORTING AND URGING A "YES" VOTE ON THE EAGLE DOWNTOWN DEVELOPMENT AUTHORITY AT THE NOVEMBER 3, 2020 COORDINATED ELECTION

WHEREAS, at the November 3, 2020 coordinated election, eligible electors will be asked to vote on Ballot Question 2C to authorize the formation of the Eagle Downtown Development authority (the "DDA") pursuant to Part 8, Article 25, Title 31, Colorado Revised Statutes;

WHEREAS, the DDA would serve a public use and will promote the health, safety, prosperity, security, and general welfare of the inhabitants of the DDA;

WHEREAS, the DDA would promote the revitalization of the Town's central business district, as that area is depicted on the map attached as Exhibit A to Ordinance No. 21-2020, and will halt or prevent deterioration of property values or structures within the Town's central business district, will halt or prevent the growth of blighted areas within the central business district, will assist the Town in the development and redevelopment of the central business district and in the overall planning to restore or provide for the continuance of the health thereof, and will be of special benefit to the property within the DDA boundary;

WHEREAS, the Town Council therefore recognizes the direct and substantial benefits to business and property owners and residents of the Town in forming a DDA; and

WHEREAS, pursuant to C.R.S. § 1-45-117(1)(b)(III)(A), the Town Council is expressly authorized to pass a resolution in support of a ballot question.

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

Section 1. The Town Council hereby URGES A YES VOTE on Question 2C at the November 3, 2020 coordinated election, to form the Eagle Downtown Development Authority.

INTRODUCED, READ, PASSED AND ADOPTED ON OCTOBER 13, 2020.

TOWN OF EAGLE, COLORADO

_____
Scott Turnipseed, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 75
(Series of 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO SUPPORTING AND URGING A "YES" VOTE ON STATEWIDE AMENDMENT B, REGARDING GALLAGHER REPEAL, AND TOWN OF EAGLE BALLOT ISSUE 2B REGARDING GALLAGHER STABALIZATION AT THE NOVEMBER 3, 2020 ELECTION

WHEREAS, the Gallagher Amendment was referred to Colorado voters by the Colorado General Assembly in 1982 in response to concerns about rising residential property taxes as a result of the state's rapid population growth in the 1970's;

WHEREAS, in 1982, residential property in Colorado constituted approximately 45% of total property value in the state, with other classes of property such as commercial property, agriculture land, vacant land, industrial property and public utilities making up the other 55%;

WHEREAS, the Gallagher Amendment proposed to freeze the ratio of the total value of residential property (45%) to the total value of non-residential property (55%) in perpetuity;

WHEREAS, since 1982, the growth of residential property values has outpaced the growth of the value of non-residential property in the state, to the point residential property currently makes up 80% of the total assessed value of all property statewide;

WHEREAS, given the Gallagher Amendment requires residential property constitute 45% of total statewide valuation, the Colorado General Assembly has been required reduce the property tax "assessment rate" on residential property from 21% in 1982 to 7.15% in 2020;

WHEREAS, it is expected continued residential growth in the State of Colorado will force the Colorado General Assembly to further reduce the residential assessment rate from 7.15% to approximately 5.88% in 2021;

WHEREAS, the Gallagher Amendment's continued erosion of the residential property tax assessment rate has resulted in an almost 300% increase in the shift of the property tax burden from homeowners to business owners;

WHREEAS, the Gallagher Amendment has eroded the property tax base which funds all local public services;

WHEREAS, the reduction in in the assessment rate from 7.15% to approximately 5.88% is expected in result in a revenue loss to the Town of Eagle in the amount of approximately $64,000;

WHEREAS, the Gallagher Amendment Repeal and Property Tax Assessment Rates Measure (the "Gallagher Amendment Repeal Measure") will appear as Amendment B on the statewide ballot in the November 3, 2020 Colorado election, as set forth in Senate Concurrent Resolution 20-001;

WHEREAS, if the Gallagher Amendment Repeal Measure passes, Senate Bill 20-223 of the Colorado General Assembly will take effect freezing property tax assessment rates at the current rates (7.15% for residential property and 29% for non-residential property);

WHEREAS, the Eagle Town Council has placed Ballot Issue 2B on the ballot in the November 3, 2020 Eagle County, Colorado General Mail Ballot Election, which would authorize, but not require, the Eagle Town Council to adjust Eagle's mill levy rate for the sole purpose of maintaining revenues that may otherwise result from the Gallagher Amendment or other state imposed reductions in the ratio of assessed property tax valuations in order to avoid the continued erosion of funding of Town of Eagle services;

WHEREAS, the Colorado Fair Campaign Practices Act authorizes local governments to adopt resolutions in support of or opposition to ballot issues, and it is the desire of Eagle Town Council to express its overwhelming and strongest possible support of the Gallagher Amendment Repeal Measure and Town of Eagle Ballot Issue 2B;

WHEREAS, the Colorado Fair Campaign Practices Act also authorizes local governments to distribute in normal fashion an adopted resolution regarding any ballot issue of importance to that local government.

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

Section 1. The Eagle Town Council affirmatively supports the statewide ballot question regarding the Gallagher Amendment Repeal Measure and urges qualified electors to vote YES on Amendment B.

Section 2. The Eagle Town Council affirmatively supports the Town of Eagle ballot question regarding Gallagher stabilization and urges qualified electors to vote YES on Ballot Issue 2B.

INTRODUCED, READ, PASSED AND ADOPTED ON OCTOBER 13, 2020.

TOWN OF EAGLE, COLORADO

_____

Scott Turnipseed, Mayor

ATTEST:

_____

Jenny Rakow, Town Clerk

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 76
(Series of 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO URGING A "YES" VOTE ON BALLOT ISSUE 2A, THE LODGING TAX CHANGE, AT THE NOVEMBER 3, 2020 COORDINATED ELECTION

WHEREAS, at the November 3, 2020 coordinated election, eligible electors will be asked to vote on Ballot Issue 2A, which would change the Town's lodging tax from $4.00 per day per occupied room to 6% of the rental fee paid;

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

WHEREAS, in November 2011, the lodging tax increased from $2.00 to $4.00 per day per any occupied hotel room or other similar accommodation, with all revenues derived from the $2.00 increase to be used exclusively for general marketing and promotion of the Town and the marketing and promotion of Town events;

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

WHEREAS, if Ballot Issue 2A passes, 50% of revenues derived from the lodging tax will be used for the preservation of agricultural lands and for the acquisition, maintenance and management of lands and easements in and around the Town for open space buffer zones, trails within open space areas, wildlife habitats and wetland preservation, construction and maintenance of soft path recreation trails connecting to the existing Eagle area trails system and the construction of facilities such as restrooms, parking area, and other physical improvements that improve the quality of the user's experience when utilizing Town open space and adjacent lands, and the other 50% of revenues will be used for the purpose of general marketing and promotion of the Town and the marketing and promotion of Town events; and

WHEREAS, pursuant to C.R.S. § 1-45-117(1)(b)(III)(A), the Town Council is expressly authorized to pass a resolution in support of a ballot question.

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

Section 1. The Town Council hereby URGES A YES VOTE on Ballot Issue 2A at the November 3, 2020 coordinated election, to change the Town's lodging tax.

INTRODUCED, READ, PASSED AND ADOPTED ON OCTOBER 13, 2020.

TOWN OF EAGLE, COLORADO

_____
Scott Turnipseed, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

To: Mayor and Town Council

From: Brandy Reitter, Town Manager
Jill Kane, Finance Director

Date: October 13, 2020

Agenda Item: 2021 Budget Presentation

REQUEST: Proposed Staff is requesting that the Town Council review the 2021 Budget and Budget work session follow-up and set a Public Hearing for Tuesday, October 27, 2020.

BACKGROUND: The Town Manager is required to present the proposed 2021 budget to the Council by October 15th. The budget process takes a significant amount of time and dedication by staff and council. The budget is the blueprint for operations and communicates the priorities of the Council and organization. Staff started early this year by kicking off the budget in May. The Council held two work sessions on the proposed budget on September 24th and 29th. At those meetings a draft Capital Improvements Plan and Operating budget was presented, and feedback was given to staff. Some of the feedback was incorporated and remaining items will be included on October 27th.

At this meeting we will highlight changes from the work sessions in September, as well as request Council's consensus on feedback received. Since this is the official proposed budget, staff will work over the next few months to finalize the finishing touches on the numbers as well as the budget book. The next steps are:

October 27th – Public Hearing on the Budget

- Staff will go over feedback from the budget work sessions
- Staff will present additional budget adjustments as needed
- Staff will present a revised Capital Improvement Plan as needed
- Staff will present the fee schedule
- The Town Council will give input on the budget

November 10th – Public Hearing on the Budget

- Staff will follow up on items resulting from the meeting on October 27th
- Staff will present additional budget adjustments as needed
- Staff will present an updated fee schedule
- The Town Council will give input on the budget

December 8th – Public Hearing on the Budget

- Adopt 2021 Budget
- Adopt Mill Levy

- Approve appropriation of the budget
- Certify the 2021 Budget

ANALYSIS:

Capital Improvements Plan (CIP): Below is a summary of the revised 2021-2025 CIP. Capital Improvement Fund spending for the next 5 years is projected to be $23,960,793 and town-wide capital spending for the next five years is projected to be $59,054,807. *The revised CIP is included as an attachment for your review and changes made from to original 2021-2025 CIP Draft is discussed below.*

Capital Improvement Plan Summary	2021	2022	2023	2024	2025	TOTAL
Capital Improvements Fund Total	879,486	906,307	5,010,000	16,315,000	850,000	23,960,793
General Fund - Streets Total	600,000	650,000	700,000	700,000	700,000	3,350,000
Fleet Total	541,596	554,881	522,732	282,717	452,020	2,353,946
Water Fund Total	5,022,533	4,242,909	1,530,000	4,278,693	3,775,000	18,849,135
Waste Water Fund Total	230,000	1,523,933	1,100,000	1,075,000	2,250,000	6,178,933
Stormwater Fund Total	-	-	-	200,000	250,000	450,000
Sales Tax Capital Improvement Fund Total	217,000	550,000	590,000	1,265,000	740,000	3,362,000
Conservation Trust Fund Total	-	120,000	-	-	-	120,000
Open Space Total	10,000	30,000	60,000	230,000	100,000	430,000
Grand Total	**$ 7,500,615**	**$ 8,578,030**	**$ 9,512,732**	**$ 24,346,410**	**$ 9,117,020**	**$ 59,054,807**

2021 Changes: Based on feedback received during and since the CIP work session staff has made the following adjustments:

- **Capital Improvements Fund (Buildings & Grounds):**
  - *Moved $178,492 for Public Works Solar from 2022 to 2021 (Council requested staff input $100k in the 2021 budget for a sustainability project – Staff recommends the public works solar as the first priority for sustainability, if the Council would like a different project we can move this back to 2022 and input Council recommendations.)*
- **Capital Improvements Fund (Fleet):**
  - *Moved $235,000 for 2007 International 7400 STA 4X2 from 2022 to 2021*
- **Water Fund:**
  - *Moved $200,000 for both Communications Towers from 2022 to 2021*

2022-2025 Changes: To disperse capital projects more evenly throughout the next few years staff made the following adjustments:

- **Capital Improvements Fund (Streets):**
  - *Moved $120,000 for Handicap Ramps and Sidewalks "safe routes to school" from 2022 to 2025*
  - *Moved $230,000 for Sidewalk/Trail: Pedestrian Trail Cemetery Connection from 2022 to 2023*
  - *Moved $200,000 for Sidewalk/Trail: Brush Creek Road – Pathway Connection from 2024 to 2025*
- **Capital Improvements Fund (Buildings & Grounds):**
  - *Moved $55,000 for Recycle Drop-off Center Paving from 2022 to 2024*
  - *Moved $250,000 for Townhall windows from 2022 to a split in 2029 and 2030*
  - *Moved $40,000 in Studio Solar from 2022 to 2025*

- **Capital Improvements Fund (Fleet):**
  - *Moved $250,000 for 4900 Snow Plow (2019) from 2025 to 2026*

Operating Budgets: No operating adjustments have been made since the September work session. The next iteration of the budget will include revisions to:

- 2020 Salaries and wages
- Finalize Information Center revamp proposal in 2021 for approximately $7,000
- Finalize department – IT budgets

Budget – All Funds Summary:

	2019 ACTUAL	2020 BUDGET	2020 REVISED	2021 BUDGET
GENERAL FUND:				
BEGINNING FUND BALANCE	**$ 3,370,971**	**$ 3,188,090**	**$ 4,445,369**	**$ 3,328,554**
REVENUES	7,522,117	7,104,123	8,398,189	8,678,227
TRANSFERS-IN FROM OTHER FUNDS	16,120	16,281	115,641	20,000
EXPENDITURES	(6,113,838)	(7,357,888)	(7,400,645)	(7,750,214)
TRANSFERS-OUT TO OTHER FUNDS	(350,000)	(730,000)	(2,230,000)	(1,890,000)
ENDING FUND BALANCE	**$ 4,445,369**	**$ 2,220,606**	**$ 3,328,554**	**$ 2,386,567**
WATER FUND:				
BEGINNING FUND BALANCE	**$ 32,359,003**	**$ 23,308,375**	**$ 24,360,097**	**$ 13,180,035**
REVENUES	4,904,137	5,462,699	6,205,170	5,177,020
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(12,903,043)	(20,924,183)	(17,385,232)	(8,300,850)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	**$ 24,360,097**	**$ 7,846,891**	**$ 13,180,035**	**$ 10,056,205**
WASTE WATER FUND:				
BEGINNING FUND BALANCE	**$ 5,202,445**	**$ 5,779,337**	**$ 6,362,271**	**$ 6,864,193**
REVENUES	3,549,909	2,913,080	3,306,815	3,691,000
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(2,390,083)	(2,980,748)	(2,804,893)	(2,639,290)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	**$ 6,362,271**	**$ 5,711,669**	**$ 6,864,193**	**$ 7,915,903**
REFUSE FUND:				
BEGINNING FUND BALANCE	**$ 224,990**	**$ 224,990**	**$ 255,570**	**$ 233,307**
REVENUES	635,163	646,468	620,828	667,750
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(588,463)	(622,133)	(623,091)	(623,395)
TRANSFERS-OUT TO OTHER FUNDS	(16,120)	(16,281)	(20,000)	(20,000)
ENDING FUND BALANCE	**$ 255,570**	**$ 233,044**	**$ 233,307**	**$ 257,662**
STORMWATER FUND:				
BEGINNING FUND BALANCE	**$ -**	**$ -**	**$ -**	**$ -**
REVENUES	-	103,000	-	106,000
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	-	(83,000)	-	(106,000)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	**$ -**	**$ 20,000**	**$ -**	**$ -**

	2019 ACTUAL	2020 BUDGET	2020 REVISED	2021 BUDGET
CAPITAL IMPROVEMENTS FUND:				
BEGINNING FUND BALANCE	**$ 4,713,587**	**$ 4,865,013**	**$ 5,024,966**	**$ 6,943,137**
REVENUES	573,991	2,372,965	461,884	659,250
TRANSFERS-IN FROM OTHER FUNDS	350,000	730,000	2,230,000	1,890,000
EXPENDITURES	(612,612)	(593,284)	(678,072)	(1,421,082)
TRANSFERS-OUT TO OTHER FUNDS	-	(50,000)	(95,641)	-
ENDING FUND BALANCE	**$ 5,024,966**	**$ 7,324,694**	**$ 6,943,137**	**$ 8,071,305**
SALES TAX CAPITAL IMPROVEMENT FUND (EAGLE RIVER PARK FUND):				
BEGINNING FUND BALANCE	**$ 1,319,247**	**$ 432,961**	**$ 709,163**	**$ 1,062,953**
REVENUES	1,007,234	614,836	706,250	725,200
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(1,617,317)	(551,774)	(352,460)	(553,976)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	**$ 709,163**	**$ 496,023**	**$ 1,062,953**	**$ 1,234,177**
CONSERVATION TRUST FUND:				
BEGINNING FUND BALANCE	**$ 59,679**	**$ 69,664**	**$ 75,692**	**$ 110,117**
REVENUES	41,013	34,985	34,425	32,300
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(25,000)	(35,000)	-	(30,000)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	**$ 75,692**	**$ 69,649**	**$ 110,117**	**$ 112,417**
OPEN SPACE PRESERVATION FUND:				
BEGINNING FUND BALANCE	**$ 263,867**	**$ 276,844**	**$ 325,989**	**$ 268,884**
REVENUES	151,867	146,820	76,000	84,600
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(89,745)	(205,527)	(133,105)	(208,749)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	**$ 325,989**	**$ 218,137**	**$ 268,884**	**$ 144,735**
TOTAL - ALL FUNDS:				
BEGINNING FUND BALANCE	**$ 47,513,789**	**$ 38,145,274**	**$ 41,559,117**	**$ 31,991,180**
REVENUES	18,385,430	19,398,976	19,809,561	19,821,347
TRANSFERS-IN FROM OTHER FUNDS	366,120	746,281	2,345,641	1,960,000
EXPENDITURES	(24,340,102)	(33,353,537)	(29,377,498)	(21,683,556)
TRANSFERS-OUT TO OTHER FUNDS	(366,120)	(796,281)	(2,345,641)	(1,910,000)
ENDING FUND BALANCE	**$ 41,559,117**	**$ 24,140,713**	**$ 31,991,180**	**$ 30,178,971**

Work Session Follow-Up:

Questions:

1. What is the Public Safety training budget?

FUND:GENERAL
DEPT:PUBLIC SAFETY

DETAIL OF EXPENDITURES		ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
CHARGES FOR SERVICES							
10-55-379	Training & Travel - Grant Funded	15,001	24,125	24,125	5,940	-75%	(18,185)
10-55-380	Tuition & Books	13,845	11,300	15,240	18,600	22%	3,360

2. What is the cost of the fire pit at the Eagle River Park? *Usage has increased in 2020, Staff budgeted $1,200 for river park gas.*

2019		2020	
Jan		Jan	$ 89.18
Feb		Feb	$ 54.39
Mar		Mar	$ 127.16
Apr		Apr	$ 71.00
May-14 days	$ 135.22	May	$ 434.87
Jun	$ 181.67	Jun	$ 377.12
Jul	$ 87.63	Jul	$ 364.06
Aug	$ 109.65	Aug	$ 399.41
Sep	$ 91.16	Sep	$ 419.38
Oct	$ 66.83	Oct	$ 379.44
Nov	$ 86.03	Nov	$ 360.47
Dec	$ 105.80	Dec	$ 180.23
	$863.99		$3,256.71
		Projected	

3. Do we have to turn on the LBWTP when complete and how often do we have to run it?
Staff will need to "turn on" the LBWTP to run tests prior to competition of project and will need to run once to twice a week to maintain asset. Other than that, staff will limit the use of the plant until required due to the higher cost of running the plant compared to the UBWTP.

4. What percentage of customers use paperless billing and can we do another paperless billing campaign?
We have 819 (out of 2892) customers on paperless billing or 28.3%. Staff completed a paperless billing initiative in March of 2020 and plan to do one annually going forward.

5. Currently the Stormwater Rate Structure is proposed as a flat rate fee – Can staff investigate a variable rate structure for impervious surface area of a lot?
Staff is proposing a simplified flat rate fee in order to build reserves, once funds are established the staff will complete a rate/fee study which will explore several options for fee structures and weigh the cost/benefits of a flat rate vs. variable rate.

6. How much are the credit Card Processing Fees and have we gone out to bid?
The Town started accepting credit card payments in 2014 and fees have steadily increased. (2014 - $5,300; 2015 - $10,500; 2016 - $13,130; 2017 - $15,745; 2018 - $18,550; 2019 - $24,270; 2020 projection - $26,500). Staff started accepting fees other than utility fees in 2019, such as business licenses and marketing fees. Staff has not proposed customer charges for pass through credit card fees, because our intention is to incentivize customers to pay via credit card which allows the Town to collect fees more quickly, reduces administrative time to process payments, and likely reduces carbon emissions since fewer customers driving to Town Hall to drop payments. Staff believes that if we start to pass through credit card fees, customers will begin to change their habits back to manual payments.

7. What Leadership and Development Training is in the Budget for 2021?

	2019	2020	2020 revised	2021
Town-Wide Training Budget:	$ 28,791	$ 42,980	$ 34,160	$ 53,264
Grant Funded Training Budget	15,001	24,125	24,125	5,940
Total Training Budget	$ 43,792	$ 67,105	$ 58,285	$ 59,204

Council Consensus Needed:

1. Tobacco Tax – Should any funds be allocated back to the County or designated for nicotine education?

   Staff Recommendation – Keep funds in the Town of Eagle General Fund which funds the police department and our School Resource Officer who works with minors who may have nicotine/tobacco dependency issues.

2. 2016 Sales Tax Revenue Bond for the River Park – Should the Town work Towards paying off the Bond early?

   Staff Note – There is a 10-year call period. The 2016 bonds maturing on or before December 1, 2016, are not subject to prior redemption. The annual debt service is approximately $320,000 increasing to approximately $480,000 in 2046. Total principal for 2027-2046 is $4.16M. The Town is currently projecting $3.36M in CIP expenditures (not including operating/debt service) and $3.84M in Revenues in the next 5 years.

3. Currently there is $10,000 in 2021 for Trail Construction in the Open Space Fund for Haymaker II Trail – Brush Creek Valley Ranch – Should another $10,000 be added to the Open Space Budget for Trail building in 2021?

   Staff Note – Ending Open Space Fund Balance for 2021 is currently projected at $144,735, down from 2019 and 2020 year end fund balances of $325,989 and $268,884, respectively.

4. There is currently a Code Enforcement Officer in the Budget for 2021 – Should we have a PIO instead?

   Staff Recommendation – Keep the Code Enforcement Officer in the Budget – Staff does not think the Town is at a point in which we would require a full time PIO. Staff will make that recommendation when it is necessary.

5. Should we put light pole banners in the 2021 budget for an approximate cost of $5,000?

   Staff Recommendation is to included banner poles in the 2021 budget.

COMMUNITY INPUT: Community input has not been received at this point; however, the community will have a chance to provide feedback during budget hearings.

BUDGET/STAFF IMPACT: N/A

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: The 2021 Proposed Budget reflects all the business values and helps accomplish the major objectives prioritized by the Board of Trustees.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to set a Public Hearing on the 2019 Proposed Budget for October 27, 2020

ATTACHMENTS:

- Capital Improvement Plan for 2021-2025 – 10/13/20 Draft
- 2021 Proposed Budget – 10/13/20 Draft

Highlighted Items have been moved from the draft received at the 9/24 work session

Capital Improvement Plan Summary for 2021 - 2025

Department/Fund and Project	2021	2022	2023	2024	2025	TOTAL
Capital Improvements Fund:						
General Administration						
CivicRec Software	$ 12,000	$ -	$ -	$ -		**$ 12,000**
Civic Plus ATS Software	11,125	-	-	-		**11,125**
General Administration Total	**$ 23,125**	**$ -**	**$ -**	**$ -**		**$ 23,125**
Streets						
Sylvan Lake Rd and Capitol St. Refuge Island-Flashing Lights	$ 85,000	$ -	$ -	$ -	$ -	**$ 85,000**
Sidewalk, Trees, etc: Capitol Street between 2nd & 5th Streets.	200,000	-	-	-	-	**200,000**
Sidewalk/Trail: Capitol Street - Highway 6 to Second Street.	150,000	-	-	-	-	**150,000**
Street Lights-Market St. LED Conversion	-	42,000	-	-	-	**42,000**
Sidewalk/Trail: Pedestrian Trail Bull Pasture - West Side	-	105,000	-	-	-	**105,000**
CDOT ROW at Gateway Beautification	-	100,000	-	-	-	**100,000**
Eby Creek Road - Pond Road Sidewalk Extension	-	150,000	-	-	-	**150,000**
Sylvan Lake Roundabout Crossing – Street Light	-	30,000	-	-	-	**30,000**
Grand Avenue and Capitol Street - Street Light	-	10,000	-	-	-	**10,000**
Sidewalk/Trail: Chambers Avenue Sidewalk Extension	-	45,557	-	-	-	**45,557**
Sidewalk/Trail: Howard Street Bike Trail Connectivity	-	20,000	-	-	-	**20,000**
Sidewalk/Trail: Pedestrian Trail Cemetery Connection	-	-	230,000	-	-	**230,000**
Nogal Road and Highway 6 Street Light	-	-	40,000	-	-	**40,000**
Public Works Bins	-	-	100,000	-	-	**100,000**
Public Works Hut	-	-	250,000	-	-	**250,000**
Grand Avenue Improvements	-	-	-	16,000,000	-	**16,000,000**
Handicap Ramps and Sidewalks "Safe Routes to School"	-	-	-	-	120,000	**120,000**
Sidewalk/Trail: Brush Creek Road - Pathway connection.	-	-	-	-	200,000	**200,000**
Sidewalk/Trail: Sixth Street between Capitol Street and Town	-	-	-	-	200,000	**200,000**
Streets Total	**$ 435,000**	**$ 502,557**	**$ 620,000**	**$ 16,000,000**	**$ 520,000**	**$ 18,077,557**
Buildings & Grounds						
Pool and Ice Capital Improvements Funding	$ 50,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	**$ 210,000**
Art Wall	25,000	25,000	-	-	-	**50,000**
Project THOR	50,000	50,000	50,000	50,000	50,000	**250,000**
Town Park – Remove pea gravel and pour-in-place	11,000	-	-	-	-	**11,000**
Town Hall Exterior Wall	40,000	-	-	-	-	**40,000**
Studio – Floor	10,000	-	-	-	-	**10,000**
Town Hall Roof Top Unit	45,000	-	-	-	-	**45,000**
Public Works Solar	178,492	-	-	-	-	**178,492**
Public Works Security Gate	-	30,000	-	-	-	**30,000**
Town Hall Exterior Parking Lot	-	20,000	-	-	-	**20,000**
Public Works Expansion design (2022 Build)	-	25,000	4,000,000	-	-	**4,025,000**
Public Works Charging Station	-	50,000	-	-	-	**50,000**
Town Hall Roof Top Unit	-	45,000	-	-	-	**45,000**
Building Assessments - Implementation	-	100,000	100,000	100,000	100,000	**400,000**
Pavilion Solar	-	-	50,000	-	-	**50,000**
Town Hall Charging Station	-	-	50,000	-	-	**50,000**
Town Hall Solar	-	-	100,000	-	-	**100,000**
Recycle Drop-off Center Paving	-	-	-	55,000	-	**55,000**
Information Center Solar	-	-	-	40,000	-	**40,000**
Town Park Solar	-	-	-	30,000	-	**30,000**
Studio Solar	-	-	-	-	40,000	**40,000**
Irrigation Intake Improvements	-	-	-	-	100,000	**100,000**
Building & Grounds Total	**$ 409,492**	**$ 385,000**	**$ 4,390,000**	**$ 315,000**	**$ 330,000**	**$ 5,829,492**

Capital Improvement Plan Summary for 2021 - 2025

Department/Fund and Project	2021	2022	2023	2024	2025	TOTAL
Public Safety						
Axon Body Camera Technology	$ 6,369	$ -	$ -	$ -	$ -	**$ 6,369**
Meraki 24-Port POE Switch	5,500	-	-	-	-	**5,500**
License Plate Reader	-	18,750	-	-	-	**18,750**
Public Safety Total	**$ 11,869**	**$ 18,750**	**$ -**	**$ -**	**$ -**	**$ 30,619**
Total Capital Improvements Fund	**$ 879,486**	**$ 906,307**	**$ 5,010,000**	**$ 16,315,000**	**$ 850,000**	**$ 23,960,793**
General Fund - Streets						
Street Resurfacing - Sylvan Lake Road - Part 1 (Lime Park Drive to MacDonald), Abrams Creek Road & Robins Egg Lane, and Violet Lane.	$ 600,000	$ -	$ -	$ -	$ -	**$ 600,000**
Street Resurfacing - Chambers Avenue (from Sawatch to Sawatch), Marmot Lane, Loren Lane, Pond Road and Eby Creek Road near Pond Road.	-	650,000	-	-	-	**$ 650,000**
Street Resurfacing - Newquist, Horton, Seabry, Pat's Circle, Deep Eddy Cove, and Ouzel Lane	-	-	700,000	-	-	**$ 700,000**
Street Resurfacing - West Eagle (Castle Drive, King Road, and Prince Alley)	-	-	-	700,000	-	**$ 700,000**
Grand Avenue Improvements (update pavement management plan in 2025)	-	-	-	-	700,000	**$ 700,000**
General Fund - Streets Total	**$ 600,000**	**$ 650,000**	**$ 700,000**	**$ 700,000**	**$ 700,000**	**$ 3,350,000**
Fleet						
Patrol Vehicle - (Public Safety)	$ 141,596	$ 149,881	$ 158,657	$ 182,717	$ 192,020	**$ 824,871**
Administrative Police Vehicle - (Public Safety) - Chief	-	-	56,575	-	-	**56,575**
Street Sweeper - (Streets)	-	250,000	-	-	-	**250,000**
Boom Mower Tractor (Streets)	-	-	87,500	-	-	**87,500**
Bobcat Multi-tool #1 (Streets)	-	-	-	-	120,000	**120,000**
International 7400 SFA 4X2 (Streets)	235,000	-	-	-	-	**235,000**
Air Compressor Trailer/185 Atlas (Streets)	-	-	-	-	30,000	**30,000**
PJ Utility Trailer - 2016 (B&G)	-	-	10,000	-	-	**10,000**
Ford F-350 Flat Bed / Plow (B&G)	45,000	-	-	-	-	**45,000**
Ford F-350 Flat Bed /Weed Sprayer (B&G)	50,000	-	-	-	-	**50,000**
Ford F-250 (B&G)	50,000	-	-	-	-	**50,000**
Ford F-250 (B&G)	-	50,000	-	-	-	**50,000**
Ford F-150 Crew Cab (Engineering)	-	50,000	-	-	-	**50,000**
Ford F-350 (B&G)	-	-	50,000	-	-	**50,000**
Ford F-350 Plow/Sander (WW)	-	-	60,000	-	-	**60,000**
Ford F-350 Service Bed (Streets)	-	-	-	60,000	-	**60,000**
Ford F-150 Extended Cab (Engineering)	-	-	-	40,000	-	**40,000**
Ford F-250 Super Duty (Water)	-	-	-	-	50,000	**50,000**
Ford F-550 Hook Truck (Streets)	-	-	-	-	60,000	**60,000**
Ford F-150 (Water)	-	35,000	-	-	-	**35,000**
John Deere 1435 Mower/Broom (B&G)	-	-	40,000	-	-	**40,000**
John Deere 301- A Tractor (B&G)	-	-	60,000	-	-	**60,000**
Toro Z Master (B&G)	20,000	-	-	-		**20,000**
Toro Z Master (B&G)	-	20,000	-	-		**20,000**
Fleet Total	**$ 541,596**	**$ 554,881**	**$ 522,732**	**$ 282,717**	**$ 452,020**	**$ 2,353,946**

DRAFT - 10/13/20

Capital Improvement Plan Summary for 2021 - 2025

Department/Fund and Project	2021	2022	2023	2024	2025	TOTAL
Water Fund						
LBWTP	$ 1,000,000	$ -	$ -	$ -	$ -	**$ 1,000,000**
Cemetery Tank	2,200,000	-	-	-	-	**2,200,000**
Water Line: Downtown Distribution: Capitol Street: 2nd to 5th	932,533	-	-	-	-	**932,533**
Water Fill Station	60,000	-	-	-	-	**60,000**
Filter Train Electric Valves	85,000	-	-	-	-	**85,000**
Generator on trailer / electrical work at pump houses	100,000	-	-	-	-	**100,000**
UBWTP - Bathroom	30,000	-	-	-	-	**30,000**
UBWTP - Valve replacement	75,000	-	-	-	-	**75,000**
Communication Tower - Cemetery Tank x2	100,000	-	-	-	-	**100,000**
Communication Tower - Upper Kaibab & additional site	100,000	-	-	-	-	**100,000**
Water Line: Howard Street Water Main: 2nd Street to 6th Street	100,000	1,038,986	-	-	-	**1,138,986**
Eby Creek PRV	40,000	565,000	-	-	-	**605,000**
Fairgrounds Water Main Loop	200,000	2,384,199	-	-	-	**2,584,199**
Xeriscape Opportunities	-	14,724	-	-	-	**14,724**
Disaster Plan - Pump & Hose for LBWTP	-	75,000	-	-	-	**75,000**
Fencing for Water Properties	-	75,000	75,000	75,000	75,000	**300,000**
Brush Creek Transmission Main Replacement - Ouzel to Sylvan	-	75,000	1,000,000	-	-	**1,075,000**
UBWTP: New Fluoride system	-	15,000	-	-	-	**15,000**
Highlands Pump Station drain	-	-	30,000	-	-	**30,000**
Eagle Ranch Filing 26: Water Flush Station / Prv Main Extension / Water Tank mixing (PAX)	-	-	75,000	-	-	**75,000**
Micro Hydro in water system	-	-	200,000	-	-	**200,000**
Water Line: Brooks Lane Water Main	-	-	50,000	280,000	-	**330,000**
Lower Eby Creek Tank: Pump Station, Yard Piping, & Fire Hydrants	-	-	50,000	397,381	-	**447,381**
Water Line: Downtown Distribution: Fourth Street: Wall St. to Washington St.	-	-	50,000	175,000	-	**225,000**
UBWTP - 3 Filter Trains	-	-	-	3,351,312	-	**3,351,312**
Grand Avenue Water Infrastructure Improvements	-	-	-	-	2,000,000	**2,000,000**
I-70 Water Main Loop	-	-	-	-	1,700,000	**1,700,000**
Water Fund Total	**$ 5,022,533**	**$ 4,242,909**	**$ 1,530,000**	**$ 4,278,693**	**$ 3,775,000**	**$ 18,849,135**
Waste Water Fund						
Fix Truss Pipe in System	$ 155,000	$ -	$ -	$ -	$ -	**$ 155,000**
Main Under Eagle River from Fairgrounds	25,000	1,000,000	-	-	-	**1,025,000**
Howard Street Sanitary Sewer Main, 4th Street to 5th Street &	50,000	423,933	-	-	-	**473,933**
Energy Navigator	-	25,000	-	-	-	**25,000**
Brush Creek Road Sanitary Sewer Collection System: Phase 1	-	75,000	1,000,000	-	-	**1,075,000**
WWTP: Clarifier piping and valving	-	-	100,000	-	-	**100,000**
Sanitary Sewer Piers across Eagle River	-	-	-	1,000,000	-	**1,000,000**
Brush Creek Road Sanitary Sewer Collection System: Phase 2	-	-	-	75,000	1,000,000	**1,075,000**
Grand Avenue Wastewater Infrastructure Improvements	-	-	-	-	1,250,000	**1,250,000**
Waste Water Fund Total	**$ 230,000**	**$ 1,523,933**	**$ 1,100,000**	**$ 1,075,000**	**$ 2,250,000**	**$ 6,178,933**
Stormwater Fund						
Third Street Storm Drain	$ -	$ -	$ 200,000	$ -	$ -	**200,000**
Town Park - Drainage, parking improvements	-	-	-	200,000	-	**200,000**
Bluffs Water Quality Outfall @ Eagle River	-	-	-	-	250,000	**250,000**
Stormwater Fund Total	**$ -**	**$ -**	**$ -**	**$ 200,000**	**$ 250,000**	**$ 450,000**

DRAFT - 10/13/20

Capital Improvement Plan Summary for 2021 - 2025

Department/Fund and Project	2021	2022	2023	2024	2025	TOTAL
Sales Tax Capital Improvement Fund						
Eagle River Water Park -Dumpster Enclosure	$ 12,000	$ -	$ -	$ -	$ -	**$ 12,000**
Eagle River Water Park - Wetland Plantings	15,000	-	-	-	-	**15,000**
Eagle River Water Park - Beach Sand	50,000	-	-	-	-	**50,000**
Eagle River Water Park - Air Compressor	5,000	-	-	-	-	**5,000**
Eagle River Water Park - Rapid Blocs	35,000	30,000	30,000	15,000	-	**110,000**
Brush Creek Park - Playground Equipment	100,000	500,000	-	-	-	**600,000**
Eagle River Water Park - Wood Fire Pits	-	20,000	-	-	-	**20,000**
Eagle River Water Park - Pavilion	-	-	110,000	-	-	**110,000**
Eagle River Water Park - Climbing Wall	-	-	200,000	-	-	**200,000**
Eagle River Water Park - Park Lighting	-	-	90,000	-	-	**90,000**
Eagle River Water Park - Slalom Gates	-	-	75,000	-	-	**75,000**
Eagle River Water Park - Public Art	-	-	40,000	-	-	**40,000**
Dog Park Improvements	-	-	45,000	-	-	**45,000**
Eagle River Water Park - Chambers Park Path Connection	-	-	-	250,000	-	**250,000**
Eagle River Water Park - Downtown Bridge	-	-	-	1,000,000	-	**1,000,000**
Eagle River Water Park - Shower Tower	-	-	-	-	100,000	**100,000**
Whiting Park - Pour-in-Place	-	-	-	-	100,000	**100,000**
Skateboard Park	-	-	-	-	500,000	**500,000**
Brush Creek Valley Ranch Improvements: Paved Recreation Path along Brush Creek Road	-	-	-	-	40,000	**40,000**
Sales Tax Capital Improvement Fund Total	**$ 217,000**	**$ 550,000**	**$ 590,000**	**$ 1,265,000**	**$ 740,000**	**$ 3,362,000**
Conservation Trust Fund						
Campground	-	120,000	-	-	-	**$ 120,000**
Conservation Trust Fund Total	**$ -**	**$ 120,000**	**$ -**	**$ -**	**$ -**	**$ 120,000**
Open Space Fund						
Haymaker II Trail - Brush Creek Valley Ranch	$ 10,000	$ -	$ -	$ -	$ -	**$ 10,000**
Children's Fishing Pond	-	10,000	-	-	-	**10,000**
Soft Path Trail Construction - East Eagle SRMA - Phase 1	-	20,000	-	-	-	**20,000**
Wayfinding Signage	-	-	10,000	-	-	**10,000**
Hardscrabble Mountain SRMA Trail Reroutes	-	-	15,000	-	-	**15,000**
Soft Path Trail Construction - East Eagle SRMA - Phase 2	-	-	25,000	-	-	**25,000**
Irrigation for the Haymaker Trail Descent	-	-	10,000	-	-	**10,000**
Soft Path Trail Construction - East Eagle SRMA - Phase 3	-	-	-	30,000	-	**30,000**
Bike Park Improvements/Dirt Jumps	-	-	-	200,000	-	**200,000**
Nature Center/Interpretive Cabin	-	-	-	-	100,000	**100,000**
Open Space Total	**$ 10,000**	**$ 30,000**	**$ 60,000**	**$ 230,000**	**$ 100,000**	**$ 430,000**
Grand Total	**$ 7,500,615**	**$ 8,578,030**	**$ 9,512,732**	**$ 24,346,410**	**$ 9,117,020**	**$ 59,054,807**

DRAFT - 10/13/20

BUDGET - ALL FUNDS SUMMARY

	2019 ACTUAL	2020 BUDGET	2020 REVISED	2021 BUDGET
GENERAL FUND:				
BEGINNING FUND BALANCE	**$ 3,370,971**	**$ 3,188,090**	**$ 4,445,369**	**$ 3,328,554**
REVENUES	7,522,117	7,104,123	8,398,189	8,678,227
TRANSFERS-IN FROM OTHER FUNDS	16,120	16,281	115,641	20,000
EXPENDITURES	(6,113,838)	(7,357,888)	(7,400,645)	(7,750,214)
TRANSFERS-OUT TO OTHER FUNDS	(350,000)	(730,000)	(2,230,000)	(1,890,000)
ENDING FUND BALANCE	**$ 4,445,369**	**$ 2,220,606**	**$ 3,328,554**	**$ 2,386,567**
WATER FUND:				
BEGINNING FUND BALANCE	**$ 32,359,003**	**$ 23,308,375**	**$ 24,360,097**	**$ 13,180,035**
REVENUES	4,904,137	5,462,699	6,205,170	5,177,020
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(12,903,043)	(20,924,183)	(17,385,232)	(8,300,850)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	**$ 24,360,097**	**$ 7,846,891**	**$ 13,180,035**	**$ 10,056,205**
WASTE WATER FUND:				
BEGINNING FUND BALANCE	**$ 5,202,445**	**$ 5,779,337**	**$ 6,362,271**	**$ 6,864,193**
REVENUES	3,549,909	2,913,080	3,306,815	3,691,000
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(2,390,083)	(2,980,748)	(2,804,893)	(2,639,290)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	**$ 6,362,271**	**$ 5,711,669**	**$ 6,864,193**	**$ 7,915,903**
REFUSE FUND:				
BEGINNING FUND BALANCE	**$ 224,990**	**$ 224,990**	**$ 255,570**	**$ 233,307**
REVENUES	635,163	646,468	620,828	667,750
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(588,463)	(622,133)	(623,091)	(623,395)
TRANSFERS-OUT TO OTHER FUNDS	(16,120)	(16,281)	(20,000)	(20,000)
ENDING FUND BALANCE	**$ 255,570**	**$ 233,044**	**$ 233,307**	**$ 257,662**
STORMWATER FUND:				
BEGINNING FUND BALANCE	**$ -**	**$ -**	**$ -**	**$ -**
REVENUES	-	103,000	-	106,000
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	-	(83,000)	-	(106,000)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	**$ -**	**$ 20,000**	**$ -**	**$ -**

BUDGET - ALL FUNDS SUMMARY (continued)

	2019 ACTUAL	2020 BUDGET	2020 REVISED	2021 BUDGET
CAPITAL IMPROVEMENTS FUND:				
BEGINNING FUND BALANCE	**$ 4,713,587**	**$ 4,865,013**	**$ 5,024,966**	**$ 6,943,137**
REVENUES	573,991	2,372,965	461,884	659,250
TRANSFERS-IN FROM OTHER FUNDS	350,000	730,000	2,230,000	1,890,000
EXPENDITURES	(612,612)	(593,284)	(678,072)	(1,421,082)
TRANSFERS-OUT TO OTHER FUNDS	-	(50,000)	(95,641)	-
ENDING FUND BALANCE	**$ 5,024,966**	**$ 7,324,694**	**$ 6,943,137**	**$ 8,071,305**
SALES TAX CAPITAL IMPROVEMENT FUND (EAGLE RIVER PARK FUND):				
BEGINNING FUND BALANCE	**$ 1,319,247**	**$ 432,961**	**$ 709,163**	**$ 1,062,953**
REVENUES	1,007,234	614,836	706,250	725,200
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(1,617,317)	(551,774)	(352,460)	(553,976)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	**$ 709,163**	**$ 496,023**	**$ 1,062,953**	**$ 1,234,177**
CONSERVATION TRUST FUND:				
BEGINNING FUND BALANCE	**$ 59,679**	**$ 69,664**	**$ 75,692**	**$ 110,117**
REVENUES	41,013	34,985	34,425	32,300
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(25,000)	(35,000)	-	(30,000)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	**$ 75,692**	**$ 69,649**	**$ 110,117**	**$ 112,417**
OPEN SPACE PRESERVATION FUND:				
BEGINNING FUND BALANCE	**$ 263,867**	**$ 276,844**	**$ 325,989**	**$ 268,884**
REVENUES	151,867	146,820	76,000	84,600
TRANSFERS-IN FROM OTHER FUNDS	-	-	-	-
EXPENDITURES	(89,745)	(205,527)	(133,105)	(208,749)
TRANSFERS-OUT TO OTHER FUNDS	-	-	-	-
ENDING FUND BALANCE	**$ 325,989**	**$ 218,137**	**$ 268,884**	**$ 144,735**
TOTAL - ALL FUNDS:				
BEGINNING FUND BALANCE	**$ 47,513,789**	**$ 38,145,274**	**$ 41,559,117**	**$ 31,991,180**
REVENUES	18,385,430	19,398,976	19,809,561	19,821,347
TRANSFERS-IN FROM OTHER FUNDS	366,120	746,281	2,345,641	1,960,000
EXPENDITURES	(24,340,102)	(33,353,537)	(29,377,498)	(21,683,556)
TRANSFERS-OUT TO OTHER FUNDS	(366,120)	(796,281)	(2,345,641)	(1,910,000)
ENDING FUND BALANCE	**$ 41,559,117**	**$ 24,140,713**	**$ 31,991,180**	**$ 30,178,971**

GENERAL FUND SUMMARY

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR: TABOR RESERVE	**$ 186,500**	**$ 199,650**	**$ 190,500**	**$ 217,930**	**14%**	**$ 27,430**
NON-SPENDABLE: 1	**195,309**	**195,309**	**223,825**	**219,000**	**-2%**	**(4,825)**
UNASSIGNED FUND BALANCE:	**2,989,162**	**2,793,131**	**4,031,045**	**2,891,624**	**-28%**	**(1,139,421)**
TOTAL FUND BALANCES (Beginning)	**$ 3,370,971**	**$ 3,188,090**	**$ 4,445,369**	**$ 3,328,554**	**-25%**	**$ (1,116,815)**
REVENUE						
Taxes	5,734,133	5,448,859	6,746,542	7,322,242	9%	575,700
Licenses and Permits	405,978	295,300	362,160	467,740	29%	105,580
Intergovernmental Revenue	666,394	752,552	896,386	549,045	-39%	(347,341)
Charges for Services	286,461	290,550	127,250	201,100	58%	73,850
Fines & Forfeitures	99,151	126,262	104,000	94,000	-10%	(10,000)
Misc. Revenues	329,999	190,600	161,851	44,100	-73%	(117,751)
Transfers from Other Funds						
From Refuse	16,120	16,281	20,000	20,000	0%	-
From Capital Improvements	-	-	95,641	-	0%	(95,641)
TOTAL REVENUE	**$ 7,538,237**	**$ 7,120,404**	**$ 8,513,830**	**$ 8,698,227**	**2%**	**$ 184,397**
TOTAL SOURCES	**$ 10,909,208**	**$ 10,308,494**	**$ 12,959,199**	**$ 12,026,781**	**-7%**	**$ (932,418)**
EXPENDITURES						
Town Board	-	111,281	129,552	121,910	-6%	(7,642)
General Government	442,036	433,328	396,732	368,577	-7%	(28,155)
General Administration	589,478	682,373	656,634	768,537	17%	111,903
Community Development	836,103	1,025,330	1,051,470	1,036,755	-1%	(14,715)
Streets	1,187,519	1,550,839	1,609,361	1,597,795	-1%	(11,566)
Engineering	238,149	255,724	243,145	294,525	21%	51,380
Buildings & Grounds	676,880	763,681	782,392	902,930	15%	120,538
Public Safety	1,642,487	2,061,530	2,058,923	2,165,270	5%	106,347
Municipal Court	64,011	84,110	80,552	83,436	4%	2,884
Information Center	144,954	43,739	45,317	43,665	-4%	(1,652)
Marketing & Events	292,221	345,953	346,567	366,814	6%	20,247
TOTAL EXPENIDTURES	**$ 6,113,838**	**$ 7,357,888**	**$ 7,400,645**	**$ 7,750,214**	**5%**	**$ 349,569**
TRANSFERS TO OTHER FUNDS						
Transfer to Capital Improvements Fund	350,000	730,000	2,230,000	1,890,000	-15%	(340,000)
TOTAL TRANSFERS TO OTHER FUNDS	**$ 350,000**	**$ 730,000**	**$ 2,230,000**	**$ 1,890,000**	**-15%**	**$ (340,000)**
TOTAL EXPENDITURES & TRANSFERS	**$ 6,463,838**	**$ 8,087,888**	**$ 9,630,645**	**$ 9,640,214**	**0%**	**$ 9,569**
FUND BALANCES (Ending):						
RESTRICTED FOR: TABOR RESERVE	**190,500**	**213,537**	**217,930**	**226,866**	**4%**	**8,936**
NON-SPENDABLE: 1	**223,825**	**168,600**	**219,000**	**219,000**	**0%**	**-**
UNASSIGNED FUND BALANCE:	**4,031,045**	**1,838,469**	**2,891,624**	**1,940,701 2**	**-33%**	**(950,923)**
TOTAL FUND BALANCES (Ending)	**$ 4,445,369**	**$ 2,220,606**	**$ 3,328,554**	**$ 2,386,567**	**-28%**	**$ (941,987)**

1 Non-Spendable: Prepaid Expenditures and EHOP (Long-term notes and funds held with fiscal agent for the Town's Employee Home Ownership Program)

2 Ending 2021 budgeted unassigned fund balance is 25% of total expenditures not including transfers to other funds

GENERAL FUND

REVENUE SOURCES

		ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
TAXES							
10-431-10	General Property Tax	$ 311,639	$ 336,326	$ 336,326	$ 353,142	5%	$ 16,816
10-431-20	Specific Ownership Tax	16,811	14,700	16,500	16,500	0%	$ -
10-431-30/31	Sales Tax	5,053,778	4,733,613	6,110,000	6,658,000	9%	548,000
10-431-44	Severance Tax	344	200	516	350	-32%	(166)
10-431-45	Federal Mineral Tax	241	200	200	250	25%	50
10-431-50	Franchise Tax	207,654	220,000	210,000	210,000	0%	-
10-431-60	Marketing Lodging Tax	143,666	143,820	73,000	84,000	15%	11,000
	TOTAL TAXES	**$ 5,734,133**	**$ 5,448,859**	**$ 6,746,542**	**$ 7,322,242**	**9%**	**$ 575,700**
LICENSES & PERMITS							
10-432-10	Business Licenses	$ 38,885	$ 28,000	$ 31,500	$ 32,000	2%	$ 500
10-432-12	Liquor Licenses	7,226	6,000	4,800	4,800	0%	-
10-432-13	Marijuana Licenses	4,150	4,000	9,750	4,000	-59%	(5,750)
10-432-15	Marketing Fee	10,290	8,000	3,860	5,240	36%	1,380
10-432-20	Building Permits	314,893	223,000	275,000	384,000	40%	109,000
10-432-27	Electrical Permits	29,319	25,000	30,000	34,000	13%	4,000
10-432-30	Road Cut Permits	965	500	6,850	2,800	-59%	(4,050)
10-432-35	Sign Permits	150	300	300	650	117%	350
10-432-40	Special Event Permits	100	500	100	250	150%	150
	TOTAL LICENSES & PERMITS	**$ 405,978**	**$ 295,300**	**$ 362,160**	**$ 467,740**	**29%**	**$ 105,580**
INTERGOVERNMENTAL REVENUE							
10-433-20	Motor Vehicle License Fee	$ 31,851	$ 30,000	$ 30,000	$ 31,000	3%	1,000
10-433-30	Highway Users Tax	293,236	234,305	215,303	223,545	4%	8,242
10-433-40	Cigarette Tax	11,056	11,000	6,283	-	-100%	(6,283)
10-433-60	Road & Bridge Tax	87,275	83,000	97,800	98,000	0%	200
10-433-70	County Sales Tax	177,117	149,247	193,000	196,500	2%	3,500
10-433-75	Grants	40,940	95,000	354,000	-	0%	(354,000)
10-433-85	Intergovernmental Contributions	24,918	150,000	-	-	100%	-
	TOTAL INTERGOVERNMENTAL REVENUES	**$ 666,394**	**$ 752,552**	**$ 896,386**	**$ 549,045**	**-39%**	**$ (347,341)**
CHARGES FOR SERVICES							
10-434-10	Planning & Zoning Fees	$ 14,518	$ 15,000	$ 20,000	$ 26,000	30%	$ 6,000
10-434-20	Planning & Zoning Reimbursable	170,875	100,000	100,000	159,000	59%	59,000
10-434-25	Facility Usage Fees	67,529	53,550	7,250	16,100	122%	8,850
10-434-26	Facility Usage Deposits	4,968	-	-	-	0%	-
10-434-30	Sponsorship & Event Fees	28,571	22,000	-	-	#DIV/0!	-
10-434-29	Staff Time Reimbursable	-	100,000	-	-	0%	-
	TOTAL CHARGES FOR SERVICES	**$ 286,461**	**$ 290,550**	**$ 127,250**	**$ 201,100**	**58%**	**$ 73,850**
FINES & FORFEITURES							
10-435-10	Fines & Forfeits	$ 43,493	$ 45,000	$ 42,800	$ 41,500	-3%	$ (1,300)
10-435-15	Police Surcharge	3,960	3,000	3,000	3,000	0%	-
10-435-20	Police Miscellaneous	3,643	2,000	1,200	1,500	25%	300
10-435-25	Police Grants	24,585	35,862	22,000	19,000	-14%	(3,000)
10-435-30	Special Duty Reimbursable	23,335	40,000	35,000	29,000	-17%	(6,000)
10-435-35	Charitable Organization Fee	135	400	-	-	#DIV/0!	-
	TOTAL FINES & FORFEITS	**$ 99,151**	**$ 126,262**	**$ 104,000**	**$ 94,000**	**-10%**	**$ (10,000)**

GENERAL FUND

REVENUE SOURCES

		ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
MISCELLANEOUS REVENUE							
10-436-10	General Interest	$ 147,611	$ 100,000	$ 41,000	$ 13,500	-67%	$ (27,500)
10-436-15	Police Department Interest	-	-	-	-	0%	-
10-436-17	Penalty & Interest	265	-	105	-	0%	(105)
10-436-40	Information Center Sales	129,187	-	7,075	-	-100%	(7,075)
10-436-42	Information Center Donations	312	-	45	-	-100%	(45)
10-436-45	Information Center Sales Tax	11,444	-	680	-	-100%	(680)
10-436-50	Rental Income	14,901	15,600	15,600	15,600	0%	-
10-436-70	Other Miscellaneous Revenue	21,728	35,000	17,500	15,000	-14%	(2,500)
10-436-72	Sale of Fixed Assets	-	-	24,651	-	-100%	(24,651)
10-436-75	Service Charge	-	-	-	-		
10-436-78	Insurance Proceeds	3,870	-	53,129	-		
10-436-80	Reimbursable Revenue - Other	200	-	1,300	-	0%	(1,300)
10-436-94	Impact Fees Administration Fees	481	40,000	766	-	0%	(766)
	TOTAL MISCELLANEOUS REVENUE	**$ 329,999**	**$ 190,600**	**$ 161,851**	**$ 44,100**	**-73%**	**$ (117,751)**
TRANSFERS FROM OTHER FUNDS							
10-437-40	General Admin. Refuse	$ 16,120	$ 16,281	$ 20,000	$ 20,000	0%	-
10-437-31	Capital Improvements	-	-	95,641	-	0%	(95,641)
	TOTAL TRANSFERS FROM OTHER FUNDS	**$ 16,120**	**$ 16,281**	**$ 115,641**	**$ 20,000**	**-83%**	**$ (95,641)**
	TOTAL GENERAL FUND REVENUES	**$ 7,538,237**	**$ 7,120,404**	**$ 8,513,830**	**$ 8,698,227**	**2%**	**$ 184,397**

FUND: GENERAL
DEPT: TOWN BOARD

SUMMARY OF EXPENDITURES

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ -	$ 24,575	$ 24,575	$ 42,680	74%	$ 18,105
SUPPLIES	-	200	200	200	0%	-
CHARGES FOR SERVICES	-	23,506	19,006	28,790	51%	9,784
DISCRETIONARY FUNDING	-	63,000	85,538	50,000	-42%	(35,538)
FIXED CHARGES	-	-	233	240	3%	7
TOTAL EXPENDITURES	**$ -**	**$ 111,281**	**$ 129,552**	**$ 121,910**	**-6%**	**$ (7,642)**

FUND: GENERAL
DEPT: GENERAL GOVERNMENT

SUMMARY OF EXPENDITURES

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 178,518	$ 179,255	$ 179,255	$ 215,145	20%	$ 35,890
SUPPLIES	5,355	6,800	18,156	4,800	-74%	(13,356)
CHARGES FOR SERVICES	180,306	217,004	180,779	129,533	-28%	(51,246)
DISCRETIONARY FUNDING	50,425	-	-	-	-	-
FIXED CHARGES	27,433	30,269	18,542	19,099	3%	557
TOTAL EXPENDITURES	**$ 442,036**	**$ 433,328**	**$ 396,732**	**$ 368,577**	**-7%**	**$ (28,155)**

FUND: GENERAL
DEPT: GENERAL ADMINISTRATION

SUMMARY OF EXPENDITURES

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 355,459	$ 405,034	$ 404,534	$ 524,282	30%	$ 119,748
SUPPLIES	8,789	33,326	35,000	11,475	-67%	(23,525)
CHARGES FOR SERVICES	190,507	209,841	212,093	219,213	3%	7,120
FIXED CHARGES	34,723	34,172	5,007	13,567	171%	8,560
CAPITAL OUTLAY	-	-	-	-	0%	-
TOTAL EXPENDITURES	**$ 589,478**	**$ 682,373**	**$ 656,634**	**$ 768,537**	**17%**	**$ 111,903**

FUND:GENERAL
DEPT: COMMUNITY DEVELOPMENT

SUMMARY OF EXPENDITURES

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICE	$ 309,112	$ 592,646	$ 592,646	$ 721,494	22%	$ 128,848
SUPPLIES	2,978	4,100	7,300	15,700	115%	8,400
CHARGES FOR SERVICES	524,013	428,584	449,740	297,723	-34%	(152,017)
FIXED CHARGES	-	-	1,784	1,838	3%	54
CAPITAL OUTLAY	-	-	-	-	0%	-
TOTAL EXPENDITURES	**$ 836,103**	**$ 1,025,330**	**$ 1,051,470**	**$ 1,036,755**	**-1%**	**$ (14,715)**

FUND: GENERAL
DEPT: STREETS

SUMMARY OF EXPENDITURES

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 374,213	$ 529,734	$ 529,734	$ 552,577	4%	$ 22,843
SUPPLIES	150,337	176,409	162,709	163,570	1%	861
CHARGES FOR SERVICES	608,191	814,348	907,889	869,972	-4%	(37,917)
FIXED CHARGES	54,779	30,348	9,029	11,676	29%	2,647
CAPITAL OUTLAY	-	-	-	-	0%	-
TOTAL EXPENDITURES	**$ 1,187,519**	**$ 1,550,839**	**$ 1,609,361**	**$ 1,597,795**	**-1%**	**$ (11,566)**

FUND:GENERAL
DEPT: ENGINEERING

SUMMARY OF EXPENDITURES

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICE	$ 202,123	$ 188,887	$ 188,887	$ 234,605	24%	$ 45,718
SUPPLIES	11,658	19,206	17,500	17,020	-3%	(480)
CHARGES FOR SERVICES	24,368	47,631	35,351	41,451	17%	6,100
FIXED CHARGES	-	-	1,407	1,449	0%	42
TOTAL EXPENDITURES	**$ 238,149**	**$ 255,724**	**$ 243,145**	**$ 294,525**	**21%**	**$ 51,380**

FUND: GENERAL
DEPT: BUILDING & GROUNDS

SUMMARY OF EXPENDITURES

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 337,541	$ 406,424	$ 406,424	$ 448,516	10%	$ 42,092
SUPPLIES	82,640	100,703	100,105	107,849	8%	7,744
CHARGES FOR SERVICES	232,395	231,393	227,373	290,648	28%	63,275
FIXED CHARGES	24,304	20,031	43,360	44,352	2%	992
CAPITAL OUTLAY	-	5,130	5,130	11,565	125%	6,435
TOTAL EXPENDITURES	**$ 676,880**	**$ 763,681**	**$ 782,392**	**$ 902,930**	**15%**	**120,538**

FUND:GENERAL
DEPT:PUBLIC SAFETY

SUMMARY OF EXPENDITURES

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICE	$ 1,201,795	$ 1,582,266	$ 1,582,266	$ 1,670,611	6%	$ 88,345
SUPPLIES	74,255	71,827	69,201	73,399	6%	4,198
CHARGES FOR SERVICES	337,982	376,299	376,767	388,680	3%	11,913
FIXED CHARGES	28,454	31,138	30,689	32,580	6%	1,891
TOTAL EXPENDITURES	**$ 1,642,487**	**$ 2,061,530**	**$ 2,058,923**	**$ 2,165,270**	**5%**	**$ 106,347**

FUND:GENERAL
DEPT: MUNICIPAL COURT

SUMMARY OF EXPENDITURES

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICE	$ 35,923	$ 38,248	$ 38,248	$ 42,171	10%	$ 3,923
SUPPLIES	672	1,250	1,050	1,050	0%	-
CHARGES FOR SERVICES	27,416	44,612	41,106	40,063	-3%	(1,043)
DISCRETIONARY FUNDING	-	-	-	-	-	-
FIXED CHARGES	-	-	148	152	3%	4
TOTAL EXPENDITURES	**$ 64,011**	**$ 84,110**	**$ 80,552**	**$ 83,436**	**4%**	**$ 2,884**

FUND: GENERAL
DEPT: INFORMATION CENTER

SUMMARY OF EXPENDITURES

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 73,023	$ 35,599	$ 36,169	$ 35,504	-2%	$ (665)
SUPPLIES	64,124	2,350	2,481	2,350	-5%	(131)
CHARGES FOR SERVICES	7,808	5,790	6,600	5,742	-13%	(858)
FIXED CHARGES	-	-	67	69	3%	2
TOTAL EXPENDITURES	**$ 144,954**	**$ 43,739**	**$ 45,317**	**$ 43,665**	**-4%**	**$ (1,652)**

FUND: GENERAL
DEPT: MARKETING & EVENTS

SUMMARY OF EXPENDITURES

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 74,670	$ 111,765	$ 111,765	$ 145,672	30%	$ 33,907
SUPPLIES	5,968	16,600	16,600	11,950	-28%	(4,650)
CHARGES FOR SERVICES	211,583	217,588	217,088	208,044	-4%	(9,044)
FIXED CHARGES	-	-	1,114	1,148	0%	34
TOTAL EXPENDITURES	**$ 292,221**	**$ 345,953**	**$ 346,567**	**$ 366,814**	**6%**	**$ 20,247**

Note: Marketing Revenues (Occupation Lodging tax, Marketing fees, Special Event Permits, Grants, and Sponsorship & Event revenue

* 2019 Actual : $182,627

* 2020 Projected : $91,960

* 2021 Projected: $89,490

WATER FUND SUMMARY

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
DEBT SERVICE 1	**$ 480,600**	**$ 480,600**	**$ 816,346**	**$ 736,253**		
ASSIGNED FUND BALANCE	**31,878,403**	**22,827,775**	**23,543,751**	**12,443,782**	**-47%**	**$(11,099,969)**
TOTAL FUND BALANCES (Beginning)	**$ 32,359,003**	**$ 23,308,375**	**$ 24,360,097**	**$ 13,180,035**	**-46%**	**$(11,180,062)**
REVENUE						
Operating Revenues	$ 3,947,087	$ 4,078,799	$ 4,474,900	$ 4,169,900	-7%	$ (305,000)
Interest on Investments	285,614	120,900	75,520	12,120	-84%	(63,400)
Other Revenue	90,350	38,000	85,000	109,000	28%	24,000
Plant Investment Fees (Tap Fees)	581,014	275,000	616,000	886,000	44%	270,000
Water Miscellaneous Revenue	72	-	-	-	0%	-
Water Rights, Cash in Lieu	-	950,000	953,750	-	-100%	(953,750)
Transfers-In	-	-	-	-	0%	-
TOTAL REVENUE	**$ 4,904,137**	**$ 5,462,699**	**$ 6,205,170**	**$ 5,177,020**	**-17%**	**$ (1,028,150)**
TOTAL SOURCES	**$ 37,263,140**	**$ 28,771,074**	**$ 30,565,267**	**$ 18,357,055**	**-40%**	**$(12,208,212)**
EXPENDITURES						
Operating Expenditures	$ 1,342,812	$ 1,690,890	$ 1,671,443	$ 2,012,040	20%	$ 340,597
Capital Expenditures	10,309,724	17,959,724	14,440,220	5,022,533	-65%	(9,417,687)
Debt Service	1,250,507	1,273,569	1,273,569	1,266,277	-1%	(7,292)
TOTAL EXPENDITURES	**$ 12,903,043**	**$ 20,924,183**	**$ 17,385,232**	**$ 8,300,850**	**-52%**	**$ (9,084,382)**
FUND BALANCES (Ending):						
RESTRICTED FOR:						
DEBT SERVICE 1	**$ 816,346**	**$ 480,600**	**$ 736,253**	**$ 819,579**	11%	**$ 83,326**
ASSIGNED FUND BALANCE	**23,543,751**	**7,366,291**	**12,443,782**	**9,236,625**	-26%	**$ (3,207,156)**
TOTAL FUND BALANCE (Ending)	**$ 24,360,097**	**$ 7,846,891**	**$ 13,180,035**	**$ 10,056,205**	**-24%**	**$ (3,123,830)**

FUND: WATER

DETAIL OF REVENUES

		ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
52-434-70	Debt Service Surcharge	$ 461,042	$ 471,600	$ 461,900	$ 461,900	0%	$ -
52-434-80	Water Sales - In Town	3,035,294	3,136,102	3,500,000	3,230,000	-8%	(270,000)
52-434-83	Water Sales - Out Of Town	450,751	471,097	513,000	478,000	-7%	(35,000)
52-434-85	Water Materials/Other	55,574	30,000	75,000	97,000	29%	22,000
52-434-90	Plant Investment Fees (Tap Fees)	581,014	275,000	616,000	886,000	44%	270,000
52-434-95	Cash-In-Lieu Of Water Rights	-	950,000	953,750	-	-100%	(953,750)
52-436-50	Water Interest	283,990	120,000	75,000	12,000	-84%	(63,000)
52-436-60	Water Rights Interest	1,624	900	520	120	-77%	(400)
52-436-65	Nwcog Grant	15,740	-	-	-	0%	-
52-436-75	Service Charge	19,036	8,000	10,000	12,000	20%	2,000
52-436-95	Water Miscellaneous Revenue	72	-	-	-	0%	-
	Transfers-In	-	-	-	-	0%	-
	TOTAL REVENUE	**$ 4,904,137**	**$ 5,462,699**	**$ 6,205,170**	**$ 5,177,020**	**-17%**	**$ (1,028,150)**

FUND: WATER

SUMMARY OF EXPENDITURES

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 633,511	$ 772,146	$ 772,146	$ 876,780	14%	$ 104,634
SUPPLIES	187,872	267,571	267,571	268,891	0%	1,320
CHARGES FOR SERVICES	490,675	564,119	521,208	754,036	45%	232,828
FIXED CHARGES	30,754	37,054	60,518	62,333	3%	1,815
CAPITAL EXPENDITURES	10,309,724	17,959,724	14,440,220	5,022,533	-65%	(9,417,687)
DEBT SERVICE	1,250,507	1,273,569	1,273,569	1,266,277	-1%	(7,292)
CONTINGENCY	-	50,000	50,000	50,000	0%	-
TRANSFER TO OTHER FUNDS	-	-	-	-	0%	-
TOTAL EXPENDITURES	**$ 12,903,043**	**$ 20,924,183**	**$ 17,385,232**	**$ 8,300,850**	**-52%**	**$ (9,084,382)**

WASTE WATER FUND SUMMARY

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):						
RESTRICTED FOR:						
RATE STABILIZATION ACCOUNT [1]	**$ 220,500**	**$ 301,818**	**$ 256,733**	**$ 363,656**	**42%**	**$ 106,923**
ASSIGNED FUND BALANCE	**$ 4,981,945**	**$ 5,477,519**	**$ 6,105,538**	**$ 6,500,538**	**6%**	**$ 394,999**
TOTAL FUND BALANCES (Beginning)	**$ 5,202,445**	**$ 5,779,337**	**$ 6,362,271**	**$ 6,864,193**		
REVENUE						
Operating Revenues	$ 2,887,099	$ 2,593,080	$ 2,716,060	$ 2,851,000	5%	$ 134,940
Interest on Investments	61,061	20,000	40,755	12,000	-71%	(28,755)
Plant Investment Fees (Tap Fees)	601,750	300,000	550,000	828,000	51%	278,000
Loan Proceeds	-	-	-	-	0%	-
Transfers-In	-	-	-	-	0%	-
TOTAL REVENUE	**$ 3,549,909**	**$ 2,913,080**	**$ 3,306,815**	**$ 3,691,000**	**12%**	**$ 384,185**
TOTAL SOURCES	**$ 8,752,354**	**$ 8,692,417**	**$ 9,669,086**	**$10,555,193**	**9%**	**$ 886,107**
EXPENDITURES						
Operating Expenditures	$ 1,034,416	$ 1,375,478	$ 1,454,623	$ 1,470,256	1%	$ 15,633
Capital Expenditures	418,861	665,000	410,000	230,000	-44%	(180,000)
Debt Service	936,806	940,270	940,270	939,034	0%	(1,236)
Transfers-Out	-	-	-	-	0%	-
TOTAL EXPENDITURES	**$ 2,390,083**	**$ 2,980,748**	**$ 2,804,893**	**$ 2,639,290**	**-6%**	**$ (165,603)**
FUND BALANCES (Ending):						
RESTRICTED FOR:						
RATE STABILIZATION ACCOUNT [1]	**$ 256,733**	**$ 343,870**	**$ 363,656**	**$ 367,564**	**1%**	**$ 3,908**
ASSIGNED FUND BALANCE	**6,105,538**	**5,367,800**	**6,500,538**	**7,548,339**	**16%**	**$1,047,802**
FUND BALANCE (Ending)	**$ 6,362,271**	**$ 5,711,669**	**$ 6,864,193**	**$ 7,915,903**	**15%**	**$1,051,710**

[1] Per the 2007 loan the Town shall maintain an operations and maintenance reserve in an amount equal to three months of operation and maintenance expenses excluding depreciation of the system

FUND: WASTEWATER

DETAIL OF REVENUES

		ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
51-434-70	Service Fees	$ 2,572,655	$ 2,593,080	$ 2,716,000	$ 2,851,000	5%	$ 135,000
51-436-50	Interest Income	61,061	20,000	40,755	12,000	-71%	(28,755)
51-434-90	Plant Investment Fees (Tap Fees)	601,750	300,000	550,000	828,000	51%	278,000
51-436-69	Miscellaneous	-	-	60	-	100%	(60)
51-436-78	Insurance Proceeds	314,444	-	-	-	200%	-
	Transfers-In	-	-	-	-	0%	-
	TOTAL REVENUE	**$ 3,549,909**	**$ 2,913,080**	**$ 3,306,815**	**$ 3,691,000**	**12%**	**$ 384,185**

FUND: WASTEWATER

SUMMARY OF EXPENDITURES

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 502,499	$ 542,014	$ 542,014	$ 628,843	16%	$ 86,829
SUPPLIES	103,671	153,053	135,623	136,943	1%	1,320
CHARGES FOR SERVICES	378,667	600,869	692,144	620,110	-10%	(72,034)
FIXED CHARGES	49,578	29,542	34,842	34,360	-1%	(482)
CAPITAL OUTLAY	418,861	665,000	410,000	230,000	-44%	(180,000)
DEBT SERVICE	936,806	940,270	940,270	939,034	0%	(1,236)
CONTINGENCY	-	50,000	50,000	50,000	0%	-
TRANSFER TO OTHER FUNDS	-	-	-	-	0%	-
TOTAL EXPENDITURES	**$ 2,390,083**	**$ 2,980,748**	**$ 2,804,893**	**$ 2,639,290**	**-6%**	**$ (165,603)**

REFUSE FUND SUMMARY

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):						
ASSIGNED FUND BALANCE	**$ 224,990**	**$ 224,990**	**$ 255,570**	**$ 233,307**	**-9%**	**$ (22,263)**
TOTAL FUND BALANCES (Beginning)	**$ 224,990**	**$ 224,990**	**$ 255,570**	**$ 233,307**	**-9%**	**$ (22,263)**
REVENUE						
Operating Revenues	$ 629,399	$ 643,468	$ 619,103	$ 667,300	8%	$ 48,197
Non-Operating Revenues	5,764	3,000	1,725	450	-74%	(1,275)
Transfers-In	-	-	-	-	-	-
TOTAL REVENUE	**$ 635,163**	**$ 646,468**	**$ 620,828**	**$ 667,750**	**8%**	**$ 46,922**
TOTAL SOURCES	**$ 860,153**	**$ 871,458**	**$ 876,398**	**$ 901,057**	**3%**	**$ 24,659**
EXPENDITURES						
Operating Expenditures	$ 588,463	$ 622,133	$ 623,091	$ 623,395	0%	$ 304
Capital Expenditures	-	-	-	-	-	-
Transfers-Out	16,120	16,281	20,000	20,000	0%	-
TOTAL EXPENDITURES	**$ 604,583**	**$ 638,414**	**$ 643,091**	**$ 643,395**	**0%**	**$ 304**
FUND BALANCES (Ending):						
ASSIGNED FUND BALANCE	**$ 255,570**	**$ 233,044**	**$ 233,307**	**$ 257,662**	**10%**	**24,355**
TOTAL FUND BALANCE (Ending)	**$ 255,570**	**$ 233,044**	**$ 233,307**	**$ 257,662**	**10%**	**$ 24,355**

FUND: REFUSE

DETAIL OF REVENUES

		ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
OPERATING REVENUES							
53-434-40	SERVICE FEES	$ 568,893	$ 583,478	$ 583,478	$ 601,000	3%	$ 17,522
53-434-50	YARDWASTE/RECYCLE CENTER FEE	40,385	39,481	10,125	40,800	303%	30,675
53-434-60	ADMINISTRATIVE FEE	20,121	20,509	25,500	25,500	0%	-
	OPERATING REVENUES	**$ 629,399**	**$ 643,468**	**$ 619,103**	**$ 667,300**	**8%**	**$ 48,197**
NON-OPERATING REVENUES							
53-436-50	INTEREST INCOME	$ 5,764	$ 3,000	$ 1,725	$ 450	-74%	$ (1,275)
53-436-70	MISCELLANEOUS REVENUE	-	-	-	-	-	-
	NON-OPERATING REVENUES	**$ 5,764**	**$ 3,000**	**$ 1,725**	**$ 450**	**-74%**	**$ (1,275)**
	TOTAL REVENUES	**$ 635,163**	**$ 646,468**	**$ 620,828**	**$ 667,750**	**8%**	**$ 46,922**

FUND: REFUSE

SUMMARY OF EXPENDITURES

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ 8,225	$ 9,751	$ 9,751	$ 10,026	3%	$ 275
SUPPLIES	52	3,500	3,500	3,500	0%	-
CHARGES FOR SERVICES	580,186	608,882	608,882	608,882	0%	-
FIXED CHARGES	-	-	958	987	3%	29
CAPITAL EXPENDITURES	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS	16,120	16,281	20,000	20,000	0%	-
TOTAL EXPENDITURES	**$ 604,583**	**$ 638,414**	**$ 643,091**	**$ 643,395**	**0%**	**$ 304**

STORMWATER FUND SUMMARY

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):						
ASSIGNED FUND BALANCE	**$ -**	**$ -**	**$ -**	**$ -**	**0%**	**$ -**
TOTAL FUND BALANCES (Beginning)	**$ -**	**$ -**	**$ -**	**$ -**	**0%**	**$ -**
REVENUE						
Operating Revenues	$ -	$ 103,000	$ -	$ 106,000	0%	$ 106,000
Non-Operating Revenues	-	-	-	-	0%	-
Transfers-In	-	-	-	-	0%	-
TOTAL REVENUE	**$ -**	**$ 103,000**	**$ -**	**$ 106,000**	**0%**	**$ 106,000**
TOTAL SOURCES	**$ -**	**$ 103,000**	**$ -**	**$ 106,000**	**0%**	**$ 106,000**
EXPENDITURES						
Operating Expenditures	$ -	$ 83,000	$ -	$ 106,000	0%	$ 106,000
Capital Expenditures	-	-	-	-	0%	-
Transfers-Out	-	-	-	-	0%	-
TOTAL EXPENDITURES	**$ -**	**$ 83,000**	**$ -**	**$ 106,000**	**0%**	**$ 106,000**
FUND BALANCES (Ending):						
ASSIGNED FUND BALANCE	**$ -**	**$ 20,000**	**$ -**	**$ -**	**0%**	**-**
TOTAL FUND BALANCE (Ending)	**$ -**	**$ 20,000**	**$ -**	**$ -**	**0%**	**$ -**

FUND: STORMWATER

DETAIL OF REVENUES

		ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
OPERATING REVENUES							
55-434-40	MAINTENANCE FEES	$ -	$ 103,000	$ -	$ 106,000	-	$ 106,000
55-434-50		-	-	-	-	-	-
55-434-60	ADMINISTRATIVE FEE	-	-	-	-	-	-
	OPERATING REVENUES	**$ -**	**$ 103,000**	**$ -**	**$ 106,000**	**-**	**$ 106,000**
NON-OPERATING REVENUES							
55-436-50	INTEREST INCOME	$ -	$ -	$ -	$ -	-	$ -
55-436-70	MISCELLANEOUS REVENUE	-	-	-	-	-	-
	NON-OPERATING REVENUES	**$ -**	**$ -**	**$ -**	**$ -**	**-**	**$ -**
TRANSFERS							
55-437-30	TRANSFER FROM GENERAL FUND	$ -	$ -	$ -	$ -	-	$ -
	TOTAL TRANSFERS	**$ -**	**$ -**	**$ -**	**$ -**	**-**	**$ -**
	TOTAL REVENUES	**$ -**	**$ 103,000**	**$ -**	**$ 106,000**	**-**	**$ 106,000**

FUND: STORMWATER

SUMMARY OF EXPENDITURES

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL SERVICES	$ -	$ -	$ -	$ -	-	$ -
SUPPLIES	-	-	-	-	-	-
CHARGES FOR SERVICES	-	83,000	-	106,000	-	106,000
CAPITAL EXPENDITURES	-	-	-	-	-	-
TRANSFERS TO OTHER FUNDS	-	-	-	-	-	-
TOTAL EXPENDITURES	**$ -**	**$ 83,000**	**$ -**	**$ 106,000**	**-**	**$ 106,000**

CAPITAL IMPROVEMENTS FUND SUMMARY

		ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):							
RESTRICTED FOR:							
COMMUNITY ENHANCEMENT		**$ 169,863**	**$ 216,363**	**$ 219,931**	**$ 268,031**	**22%**	**$ 48,100**
TRANSPORTATION EXPENDITURES		**1,710,263**	**1,742,263**	**1,750,652**	**1,666,511**	**-5%**	**(84,141)**
ASSIGNED FOR:							**-**
GRAND AVENUE		**200,000**	**550,000**	**550,000**	**2,780,000**	**405%**	**2,230,000**
OTHER CAPITAL PROJECTS		**2,633,461**	**2,356,387**	**2,504,383**	**2,228,595**	**-11%**	**(275,788)**
TOTAL FUND BALANCES (Beginning)		**$ 4,713,587**	**$ 4,865,013**	**$ 5,024,966**	**$6,943,137**	**38%**	**$ 1,918,171**
REVENUE							
31-430-45	Capital Improvement Interest	$ 66,629	$ 60,000	$ 23,000	$ 6,000	-74%	$ (17,000)
31-430-46	Community Enhancement Interest	4,011	2,000	1,100	250	-77%	(850)
31-430-47	Devolution & Transportation Interest	40,389	32,000	11,500	3,000	-74%	(8,500)
31-430-50	Community Enhancement [1]	46,056	44,500	47,000	48,000	2%	1,000
31-430-84	Public Safety Impact Fees	7,503	668,000	34,830	35,000	0%	170
31-430-85	Street Impact Fees	63,150	1,316,465	44,454	103,000	132%	58,546
31-430-86	Use Tax	317,253	250,000	300,000	464,000	55%	164,000
31-430-87	Grants	29,000	-	-	-	-	-
31-437-10	Transfer from General Fund	350,000	730,000	2,230,000	1,890,000	-15%	(340,000)
TOTAL REVENUE		**$ 923,991**	**$ 3,102,965**	**$ 2,691,884**	**$2,549,250**	**-5%**	**$ (142,634)**
TOTAL SOURCES		**$ 5,637,578**	**$ 7,967,978**	**$ 7,716,850**	**$9,492,387**	**23%**	**$ 1,775,537**
EXPENDITURES							
Capital Expenditures		$ 612,612	$ 593,284	$ 678,072	$1,421,082	110%	$ 743,010
Transfers to Other Funds		-	50,000	95,641	-	0%	(95,641)
TOTAL EXPENDITURES		**$ 612,612**	**$ 643,284**	**$ 773,713**	**$1,421,082**	**84%**	**$ 647,369**
FUND BALANCES (Ending):							
RESTRICTED FOR:							
COMMUNITY ENHANCEMENT		**$ 219,931**	**$ 262,863**	**$ 268,031**	**$ 316,281**	**18%**	**$ 48,250**
TRANSPORTATION EXPENDITURES		**1,750,652**	**1,774,263**	**1,666,511**	**1,669,511**	**0%**	**3,000**
ASSIGNED FOR: CAPITAL PROJECTS:							**-**
GRAND AVENUE		**550,000**	**1,280,000**	**2,780,000**	**4,170,000**	**50%**	**1,390,000**
OTHER CAPITAL PROJECTS		**2,504,383**	**4,007,568**	**2,228,595**	**1,915,513**	**-14%**	**(313,082)**
TOTAL FUND BALANCES (Ending):		**$ 5,024,966**	**$ 7,324,694**	**$ 6,943,137**	**$8,071,305**	**16%**	**$ 1,128,168**

[1] Per Holy Cross 2010 Franchise agreement

CONSERVATION TRUST FUND SUMMARY

		ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):							
RESTRICTED FUND BALANCE		**$ 59,679**	**$ 69,664**	**$ 75,692**	**$ 110,117**	**45%**	$ 34,425
TOTAL FUND BALANCES (Beginning)		**$ 59,679**	**$ 69,664**	**$ 75,692**	**$ 110,117**	**45%**	$ 34,425
REVENUES							
71-430-10	Lottery Proceeds	$ 39,232	$ 33,785	$ 33,785	$ 32,000	-5%	$ (1,785)
71-430-20	Interest on Investments	1,781	1,200	640	300	-53%	(340)
	TOTAL REVENUES	**$ 41,013**	**$ 34,985**	**$ 34,425**	**$ 32,300**	**-6%**	**$ (2,125)**
	TOTAL SOURCES	**$ 100,692**	**$ 104,649**	**$ 110,117**	**$ 142,417**	**29%**	**$ (2,125)**
EXPENDITURES							
71-50-347	Professional Services	$ -	$ 15,000	$ -	$ 30,000	-100%	$ 30,000
71-50-746	Camping	-	20,000	-	-	100%	-
71-50-750	Park Improvements	25,000	-	-	-	-	-
	TOTAL EXPENDITURES	**$ 25,000**	**$ 35,000**	**$ -**	**$ 30,000**	**-**	**$ 30,000**
FUND BALANCES (Ending):							
RESTRICTED FUND BALANCE		**$ 75,692**	**$ 69,649**	**$ 110,117**	**$ 112,417**	**2%**	**$ 2,300**
TOTAL FUND BALANCE (Ending)		**$ 75,692**	**$ 69,649**	**$ 110,117**	**$ 112,417**	**2%**	**$ 2,300**

OPEN SPACE PRESERVATION FUND SUMMARY

		ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
FUND BALANCES (Beginning):							
COMMITTED FUND BALANCE		**$ 263,867**	**$ 276,844**	**$ 325,989**	**$ 268,884**	**-18%**	**$ (57,105)**
TOTAL FUND BALANCES (Beginning)		**$ 263,867**	**$ 276,844**	**$ 325,989**	**$ 268,884**	**-18%**	**$ (57,105)**
REVENUES							
81-430-10	Lodging Tax	$ 143,666	$ 143,820	$ 73,000	$ 84,000	15%	$ 11,000
81-430-15	Penalty & Interest	10	-	-	-	-	$ -
81-430-20	Interest on Investments	7,191	3,000	2,500	600	-76%	(1,900)
81-436-70	Miscellaneous	1,000	-	500	-	-100%	(500)
	TOTAL REVENUES	**$ 151,867**	**$ 146,820**	**$ 76,000**	**$ 84,600**	**11%**	**$ 8,600**
							-
	TOTAL SOURCES	**$ 415,734**	**$ 423,664**	**$ 401,989**	**$ 353,484**	**-12%**	**$ (48,505)**
EXPENDITURES							
Operating Expenses		$ 89,745	$ 155,527	$ 123,105	$ 198,749	61%	$ 75,644
Capital Expenditures		-	50,000	10,000	10,000	0%	-
	TOTAL EXPENDITURES	**$ 89,745**	**$ 205,527**	**$ 133,105**	**$ 208,749**	**57%**	**$ 75,644**
FUND BALANCES (Ending):							**-**
COMMITTED FUND BALANCE		**$ 325,989**	**$ 218,137**	**$ 268,884**	**$ 144,735**	**-46%**	**$ (124,149)**
TOTAL FUND BALANCE (Ending)		**$ 325,989**	**$ 218,137**	**$ 268,884**	**$ 144,735**	**-46%**	**$ (124,149)**

FUND: OPEN SPACE

SUMMARY OF EXPENDITURES

	ACTUAL 2019	BUDGET 2020	REVISED 2020	BUDGET 2021	% CHANGE FROM PY	$ CHANGE FROM PY
PERSONNEL	$ 43,699	$ 76,463	$ 76,463	$ 126,747	66%	$ 50,284
MATERIALS & SUPPLIES	13,055	17,850	5,850	9,050	55%	3,200
CHARGES FOR SERVICES	28,718	46,506	33,506	60,597	81%	27,091
DISCRETIONARY FUNDING	-	10,000	5,000	-	-100%	(5,000)
FIXED CHARGES	4,273	4,708	2,286	2,355	3%	69
CAPITAL EXPENDITURES	-	50,000	10,000	10,000	0%	-
TOTAL EXPENDITURES	**$ 89,745**	**$ 205,527**	**$ 133,105**	**$ 208,749**	**57%**	**$ 75,644**

To: Mayor and Town Council

From: Brandy Reitter, Town Manager

Date: October 13, 2020

Agenda Item: Resolution No. 70, Series, 2020 "A Resolution of the Town Council of the Town of Eagle, Colorado, Directing the Town's Officers and Staff to Undertake Certain Actions Toward the Construction and Financing of a Broadband System, to be Owned and Operated by the Town through a TABOR Enterprise"

REQUEST:

Staff requests that the Town Council review a resolution directing staff to move forward with the necessary steps to implement the Town's municipal broadband system.

INTRODUCTION:

The Town Council participated in a broadband work session on September 1 where staff presented an overview of the project and next steps. The Town Council gave staff direction to continue to move forward with the initiative based on the information presented. Over the next few months, staff will present policy items that are necessary for implementation. Before those decisions, the staff recommends that the Town Council take official action supporting the next steps. This will assist staff with drafting ordinances, talking to banks, soliciting proposals as well as working with the Town's broadband consultants. The attached resolution is an official (revised) endorsement of the next steps and will give the broadband team confidence to move forward.

ANALYSIS:

Resolution No. 70, Series 2020 directs staff to move forward on the following action items:

- Facilitate requests for proposals on financing and construction per the Feasibility Study
- Directs staff to provide regular updates to the Town Council on action items
- Requires staff to include presentations of financing and construction proposals

While this might seem like an extra step, this resolution provides staff clarity on the Town Council's expectations as the organization proceeds forward. This resolution also assists staff with officially tracking on the record, the Town Council's decisions on broadband.

COMMUNITY INPUT:

Community input is not required with this proposal.

BUDGET / STAFF IMPACT:

There is no budget or staff impact from this proposal.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED:

This proposal aligns with the following business values and strategic goals in the new Strategic Plan:

Match Infrastructure to Quality of Life – This policy is one step in the process of many to deploy broadband in the Town of Eagle. The Town Council deemed broadband an essential service and a priority. This resolution communicates the Town Council's expectations of staff through the process which is part of the official record.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to **approve** or **deny** the adoption of Resolution No. 70, Series 2020, "A Resolution of the Town Council of the Town of Eagle, Colorado, Directing the Town's Officers and Staff to Undertake Certain Actions Toward the Construction and Financing of a Broadband System, to be owned and operated by the Town Through a TABOR Enterprise"

ATTACHMENTS:

- Resolution No. 70, Series 2020

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 70
(Series of 2020)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF EAGLE, COLORADO, DIRECTING THE TOWN'S OFFICERS AND STAFF TO UNDERTAKE CERTAIN ACTIONS TOWARD THE CONSTRUCTION AND FINANCING OF A BROADBAND SYSTEM, TO BE OWNED AND OPERATED BY THE TOWN THROUGH A TABOR ENTERPRISE.

WHEREAS, the Town Council of the Town of Eagle, Colorado (the ***"Council"***) has previously determined the importance of widespread, reliable broadband access in an increasingly digital economy, for the advancement, development, and innovation of commerce, business, education, and community within the Town of Eagle, Colorado (the ***"Town"***); and

WHEREAS, to ensure the availability of broadband access within the Town, the Council has considered the Town's financing, construction, and operation of a fiber optic utility system to deliver broadband access (the ***"Broadband System"***) to the Town's residents, businesses, and educational institutions, and to others within the community; and

WHEREAS, the Town's staff has previously presented to this Council the Broadband Assessment & Feasibility Study (the ***"Feasibility Study"***); and

WHEREAS, the Council believes that it could be advantageous for the Town to own and operate the Broadband System as an enterprise pursuant to and in accordance with Article X, Section 20 of the Colorado Constitution (***"TABOR"***); and

WHEREAS, the Council does hereby declare in order to meet the present and future needs of the Town, it is necessary and appropriate for the Town to take further steps to develop the Broadband System (collectively, the ***"Broadband Project"***);

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

Section 1. The Council hereby directs the Town's staff to take such further steps and actions as necessary to assist the Council with making decisions regarding the Broadband Project.

Section 2. The Council authorizes staff and consultants to develop proposals and bring back information on the following so that Council can make informed decisions (a) bids for financing (b) bids on construction in accordance with the Feasibility Study (c) working with legal and bond counsel on the structure for the Broadband Project (including a draft ordinance of the TABOR enterprise by which the Town Can own and operate the Broadband Project). Make the current (c) a (d) and add this as (c) and present to the Council an updated Proforma and Financial Feasibility Report.

Section 3. The Council hereby further directs the Town's staff to provide periodic updates to the Council on all steps and actions undertaken to accomplish the Broadband

Project. INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED ON OCTOBER 13, 2020.

TOWN OF EAGLE, COLORADO

_____
Scott Turnipseed, Mayor

ATTEST:

_____
Jenny Rakow, Town Clerk

To: Mayor and Town Council

From: Lynette Horan, HR Manager

Date: October 13, 2020

Agenda Item: Town Manager Annual Review Process

REQUEST:
Staff is requesting approval of the performance review tool recommended for the Town Manager annual review. In addition, staff requests direction from council to move forward with the format and suggested timeline.

INTRODUCTION:
Per the Town Manager's contract, item #5, the evaluation shall be facilitated by a third-party Human Resources professional. Contract language follows:

> 5. **Performance Evaluation.**
>
> The Town Board shall provide the Town Manager with a formal evaluation of her performance approximately six (6) months after she has assumed her duties as Town Manager and at least annually thereafter at a time approximate to the anniversary date of her assumption of duties of Town Manager, or as otherwise needed or requested. The evaluation shall be facilitated by a third-party Human Resource professional and a review of compensation will be considered part of the annual evaluation process. It is understood by the parties that the rating is subject to disclosure under the Open Records Act, C.R.S. Section 24-72-201 et seq.

ANALYSIS:
Mr. Rick DelaCastro Ph.D., Senior Consultant, Employers Council (formerly MSEC) is available to facilitate the annual review process. Staff has received feedback that council would like to discuss if the Town should conduct a 360-degree review whereby Town Manager direct reports are also invited to provide feedback on Town Manager performance. For the estimated price, this additional process can be handled in the same timeline. Staff will update the online tool to modify a feedback section specifically for direct reports as this template is structured for Council members. Important note: if direct report ratings are collected, they should be kept separate and should not be considered when determining final rating or size of pay increase. Per our consultant,

"Using a multi-rater assessment for the annual Town Manager is considered a best practice to obtain the important performance-related information from various perspectives. Including multiple persons in the review process ensures a more complete analysis of Manager strengths and possible areas for

improvement. Many communities consider this approach as an essential step in Council-Manager governance.

The 360 may be a source of information for the Council but should never be determinative of the final rating or size of pay increase".

The suggested timeline is as follows:

- 10/09/20 – Council reviews online evaluation tool, staff memo outlining process and sample format for approval or feedback
- 10/13/20 – Council approves or denies evaluation format/tool, provides feedback
- 10/14/20 – Consultant to email Town Manager tool to self-evaluate
- 10/30/20 – Deadline: Town Manager completed self-evaluation due to consultant
- 11/06/20 – Send Performance Review tool to council members along with Town Manager completed self-evaluation, option to include manager direct reports, 10 business days for reviewers to complete
- 11/20/20 – Deadline: all feedback due to consultant
- 12/04/20 – Executive session packet sent to Council
- 12/08/20 – Executive session with Town Manager to review feedback

Town Manager Reitter's hire date is 2/5/18, her 3-year anniversary is 2/5/2021.

COMMUNITY INPUT: none

BUDGET / STAFF IMPACT: The budget between $700 and $900 to facilitate the process, cost depends on consultant follow up for questions or reminders to reviewers of pending materials not received by requested timelines.

STRATEGIC PLAN ALIGNMENT/STANDARDS ACHIEVED: The evaluation process aligns with the Town Council's strategic priority to Improve Town Organization, Culture, and Workforce Effectiveness by providing an annual interactive review process that provides council and town manager formal performance related feedback.

RECOMMENDED ACTION OR PROPOSED MOTION: Motion to **approve** or **deny** performance review template and direct staff to move forward with review process, timeline and whether to include direct reports.

ATTACHMENTS:

- Eagle Town Manager Annual Self-Evaluation Performance Evaluation
- Eagle Town Manager Annual Performance Evaluation Template

Town Manager Self-Assessment Review Period: _2020_

Employee Name _____Brandy Reitter_____ Date _____

Job Title __Town Manager_____

Supervisor's Name(s)___Town Council_____

Employee Instructions: ***Please complete and return this 3-page self-assessment Rick DelaCastro at the Employers Council by Friday, Noon 10/30/2020.***

Your thorough and timely participation in the appraisal process will help facilitate a fair and comprehensive review of your progress and accomplishments since the last performance review *.

** If you have been employed by the company less than a year, substitute references to "since the last performance appraisal" with "since you were hired" and answer the questions accordingly.*

Sign and attach completed Self-Assessment to the Employee's Performance Appraisal and return all originals to HR.

1. List your most significant accomplishments or contributions since last year. How do these achievements align with the goals/objectives outlined in your last review?

2. Since the last appraisal period, have you successfully performed any new tasks or additional duties outside the scope of your regular responsibilities? If so, please specify.

3. What activities have you initiated, or actively participated in, in effort to encourage camaraderie and teamwork within the Town? What was the result?

4. To which of the following factors would you attribute your professional development since last year: offsite seminars/classes (specify if self-directed or required by your supervisor), onsite training, peer training, management coaching or mentoring, on-the-job experience, better exposure to challenging projects, other - please describe.

5. Describe areas you feel require improvement in terms of your professional capabilities and job duties. List the steps you plan to take and/or the resources you need to accomplish this.

6. Studies have shown that high customer satisfaction and employee satisfaction is closely linked. What are your ideas for improving the organization's client and/or employee satisfaction and retention?

7. What can your supervisors or the council members or do to help you be more successful in your job?

8. Evaluate yourself on all the following factors that apply to you since your last performance appraisal, or date of hire, if employed here less than one year. If a category does not apply to you, indicate N/A.

Rating Scale: 4 - Outstanding **3** - Very Competent or High Level **2** – Satisfactory **1** - Inexperienced or Improvement Needed

Category	Self-Rating
1. Assists Council with its policy making role by providing advice and execution	
2. Technical Knowledge (up-to-date on industry/discipline news, articles and best practices)	
3. Quality of Work Product (comprehensive, accurate, timely, etc.)	
4. Internal administration: financial and personnel management, ability to prioritize and get the job done	
5. Business Development	
6. Project Management Skills	
7. Computer Skills (i.e. MS Word & Excel, etc., the web)	
8. Time Management & Organizational Skills	
9. Interpersonal Skills (positive attitude; ability to get along well with citizen's, intergovernmental agencies and vendors)	
10. Communication Skills - Verbal/Written (proposals/reports, letters, memos, etc.)	
11. Innovation or Creativity	
12. Collaboration/Teamwork/Mentoring Skills	
13. Leadership Skills	
14. Internal Policies (knowledgeable of/compliant with Organization policies & procedures)	
15. Professionalism (punctuality, attendance; conduct; responsiveness and follow through)	
16. **Overall**	

TOTAL (64 Max) _____

9. Other/Employee Comments:

Thank you for taking the time to complete the Self-Assessment.

<u>Please return this form to your Rick DelaCastro by:</u> NOON, Friday, 10/30/20

Employee Signature: _____Date: _____

Mayor's Review: _____Date: _____

2020 TOWN MANAGER PERFORMANCE FACTORS FEEDBACK FORM

Review Period: 2020 Calendar Year

Town Manager Annual Performance Evaluation Review Date 12/08/20

Instructions:
DEADLINE TO RESPOND NOON, Monday 11/30/2020

Using the rating scale below, please select one of the options to indicate your rating of the Town Manager's Performance. You may also provide comments.

When rating or providing comments, please emphasize your individual experience working directly with the employee and her team if applicable. We'd like to learn about what she does well in each of these areas. We'd also like you to suggest areas for improvement where possible.

Provide examples whenever you can as examples best illustrate the employee's actions in context.

Your answers will be combined with the rest of the feedback we receive and we will provide the aggregate information to the Council and the employee. Because of individual incidents that may be identifiable by the employee, we don't guarantee the confidentiality of your feedback. We need to use examples so the employee can obtain a realistic and actionable picture of her performance.

DEFINITION OF RATINGS

4 = EXCELS: Above and beyond established standards. Consistently rises above and surpasses expectations.

3 = SUCCESSFUL: Solid performance, fully competent, good work ethic, doing what is necessary for effective and successful performance.

2 = IMPROVEMENT NEEDED: Less effective in this area, may need additional training or guidance. Generally is not meeting expected outcomes.

1 = UNSATISFACTORY: Unacceptable performance, significantly below criteria for successful job performance.

0 = DON'T KNOW (DK): Cannot provide a rating.

I. ASSISTING COUNCIL WITH ITS POLICY MAKING ROLE

* 1. Providing Information: Does the Town Manager keep you informed, in a timely manner, of the things you want to know about?

Excels	Successful	Improvement Needed	Unsatisfactory	DK or Unable to answer
○	○	○	○	○

* 2. Providing Information: Do you feel that you receive information on an equal basis with other Council members?

Excels	Successful	Improvement Needed	Unsatisfactory	DK or Unable to answer
○	○	○	○	○

* 3. Providing Information: Do reports provide adequate information and analysis to help you make sound decisions?

Excels	Successful	Improvement Needed	Unsatisfactory	DK or Unable to answer
○	○	○	○	○

* 4. Providing Information: Are agenda items and supporting documents appropriate and brought to Council in enough time for deliberations?

Excels	Successful	Improvement Needed	Unsatisfactory	DK or Unable to answer
○	○	○	○	○

* 5. Providing Information: Does the Town Manager follow-up promptly on Council requests for information or action without having to be reminded?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

PROVIDING INFORMATION - Council Comments: (particularly if you scored at the highest or lowest end of the scale)

* 6. Providing Advice: Does the Town Manager have adequate knowledge of municipal affairs?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 7. Providing Advice: Does the Town Manager exercise good judgement?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 8. Providing Advice: Do you feel that the Town Manager considers alternatives before making recommendations?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 9. Providing Advice: Does the Town Manager plan ahead, anticipate needs and recognize potential problems?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 10. Providing Advice: How do you feel about the quality of the analysis that accompanies recommendations?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 11. Providing Advice: Does the Town Manager have a good sense of timing in bringing issues to the Councils for action?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

PROVIDING ADVICE - Council Comments: (particularly if you scored at the highest or lowest end of the scale)

* 12. Policy Execution: Does the Town Manager implement governing body actions in accordance with the intent of Council?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 13. Policy Execution: Does the Town Manager understand, support, and enforce local government's laws, policies, and ordinances?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 14. Policy Execution: Does the Town Manager offer workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

POLICY EXECUTION - Council Comments: (particularly if you scored at the highest or lowest end of the scale))

II. INTERNAL ADMINISTRATION

* 15. Financial Management: Are you comfortable with the Town Manager's approach to budget preparation and review?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 16. Financial Management: Is the Town Manager effective in controlling costs through economical utilization of manpower, materials, equipment?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 17. Financial Management: Does the Town Manager have sufficient knowledge of financial matters?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 18. Financial Management: Does the Town Manager provide you with sufficient information on the financial status of the town government?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 19. Financial Management: Is the budget process timely?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

FINANCIAL MANAGEMENT - Council Comments: (particularly if you scored at the highest or lowest end of the scale)

* 20. Personnel Management: Is the Town Manager successful in guiding people so that they work together as a team toward common objectives?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 21. Personnel Management: Is the Town Manager effective in selecting and placing key personnel?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 22. Personnel Management: Is the Town Manager willing to face up to disciplinary problems and take action when warranted?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 23. Personnel Management: Is the Town Manager effective in ensuring that staff makes a positive impression on citizens?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

PERSONNEL MANAGEMENT - Council Comments: (particularly if you scored at the highest or lowest end of the scale)

* 24. Getting the Job Done: Do you have a feeling that the things the Council decides or directs get done?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 25. Getting the Job Done: Does the Town Manager pay sufficient attention to detail to avoid error or things "slipping through the cracks?"

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 26. Getting the Job Done: Does the Town Manager have a good sense of priorities in the way she spends her time on the job?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 27. Getting the Job Done: Is the Town Manager able to analyze problems or issues and identify causes, reasons, and implications?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 28. Getting the Job Done: Does the Town Manager develop and carry-out short and long-term action plans?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

GETTING THE JOB DONE - Council Comments: (particularly if you scored at the highest or lowest end of the scale)

III. COMMUNITY (EXTERNAL) RELATIONS

* 29. Citizen Relations: Is the Town Manager effective handling disputes or complaints involving citizens?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 30. Citizen Relations: Does the Town Manager generally make a positive impression on the citizens and is she respected in Eagle?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 31. Citizen Relations: Does the Town Manager have appropriate visibility or identity in the community?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 32. Citizen Relations: Does the Town Manager represent Council positions and policies accurately and effectively?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

CITIZEN RELATIONS - Council Comments: (particularly if you scored at the highest or lowest end of the scale)

* 33. Intergovernmental Relations: Is the Town Manager effective representing the Town's interests in dealing with other agencies?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 34. Intergovernmental Relations: Does the Town Manager participate in enough intergovernmental activity to have an impact on behalf of the Town?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

INTERGOVERNMENTAL RELATIONS - Council Comments (particularly if you scored at the highest or lowest end of the scale)

IV. PERSONAL CHARACTERISTICS

* 35. Personality and Communication: Is the Town Manager's personality suited to effective performance of her duties?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 36. Personality and Communication: Is the Town Manager easy to talk to?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 37. Personality and Communication: Do you feel the Town Manager is a good listener?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 38. Personality and Communication: Are communications thoughtful, clear, and to the point?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 39. Personality and Communication: Does the Town Manager show sensitivity to the concerns of others?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

PERSONALITY AND COMMUNICATION - Council Comments: (particularly if you scored at the highest or lowest end of the scale)

* 40. Management Style: Does the Town Manager demonstrate interest and enthusiasm in performing her duties?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 41. Management Style: Does the Town Manager have sufficient leadership characteristics to command respect and good performance from employees?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 42. Management Style: Does the Town Manager show initiative and creativity in dealing with issues, problems, and unusual situations?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 43. Management Style: Is the Town Manager open to new ideas and suggestions for change?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 44. Management Style: Is the Town Manager honest and ethical?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 45. Management Style: Does the Town Manager work well under pressure?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 46. Management Style: Is the Town Manager able to change her approach to fit new situations?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 47. Management Style: Does the Town Manager create an atmosphere in which employees can enjoy working for the Town?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

* 48. Management Style: Can the Town Manager consistently put aside personal views and implement Council policy and direction?

4 Excels	3 Successful	2 Improvement Needed	1 Unsatisfactory	0 Don't know
○	○	○	○	○

MANAGEMENT STYLE - Council Comments: (particularly if you scored at the highest or lowest end of the scale)

V. NARRATIVE EVALUATION

* 49. What would you identify as the Town Manager's strengths, particularly with regards to her achievements, during the past 12 month rating period?

* 50. What performance area(s) would you identify as most critical for improvement?

* 51. What other comments do you have for the Town Manager

VI. ACCOMPLISHMENT OF GOALS ESTABLISHED DURING LAST REVIEW PERIOD.

* 52. Comment on Goals established during last review, review items from 2019 Review.

VII. GOALS for 2021 - 2022

* 53. What goals would you like to establish for the Town Manager in the coming year's review period, 2021 - 2022?

Goal 1:

Goal 2:

Goal 3:

Signature Page

Mayor and Town Manager Signatures

54. My signature below serves to acknowledge I have received my performance appraisal for the time frame indicated, I have discussed its content and have had the opportunity to provide comments on an attached document.

Employee Signature:	
Date Signed:	

55. Signed on behalf of The Town of Eagle Town Council

Mayor Scott Turnipseed Signature:	
Date Signed:	

To: Mayor and Town Council

From: Jenny Rakow, Town Clerk

Date: October 13, 2020

Agenda Item: Town Council Meeting Schedule for the Remainder of 2020

REQUEST: Staff is requesting direction on the remaining meeting schedule for 2020.

BACKGROUND: Historically, the Council has chosen to cancel meetings held the week of Thanksgiving and Christmas.

This year the second Tuesday meeting in November is the 24th, with Thanksgiving on the 26th and 27th. The second Tuesday meeting in December is the 22nd with Christmas on the 24th and 25th.

ANALYSIS: For planning purposes, the Council is asked to consider these dates so staff can give timely notice to any applicants and the public regarding meeting dates. The Council will always have the opportunity to call a special meeting with notice, if needed.

COMMUNITY INPUT: None required.

BUDGET / STAFF IMPACT: None.

STRATEGIC PLAN ALIGNMENT / STANDARDS ACHIEVED: This is an administrative item, with no known direct strategic plan association.

RECOMMENDED ACTION OR PROPOSED MOTION: MOTION TO CANCEL THE NOVEMBER 24 AND DECEMBER 22 COUNCIL MEETINGS.

or

Determine cancellation at a later date.

or

Hold the the November 24 and December 22 Council meetings as scheduled.

ATTACHMENTS: None